

**West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)**



WBSEDCL

Revised Purchase Policy & Procedure 2025



**Procurement & Contracts Department
Vidyut Bhavan
Bidhannagar, Block-DJ, Sector-II, Kolkata-700 091**



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Registered Office: Vidyut Bhavan, Bidhannagar, Block-DJ, Sector-II, Kolkata-700 091

CIN: U40109WB2007SGC113473, website: www.wbsecl.in

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Dated- 25.09.2025

Sub: Revised Purchase Policy and Purchase Procedure of WBSEDCL.

With an objective to ensure availability of right quantity and right quality of materials from the right source at right time, to encourage fair competition amongst the Supplier/Vendors, to promote development of new indigenous vendors and to provide a transparent procurement process, the Board of Directors approved the revised Purchase Policy of the Company in its meeting held on 29.06.2012 which has been subsequently modified from time to time. The Revised Purchase Policy and Purchase Procedure 2025 has been approved with amendments and inclusions on 12.08.2025 in its 133rd meeting of Board of Directors.

Accordingly, a **Composite Order** in this respect is hereby issued for the NITs published on or after 08.09.2025 and the existing Revised Purchase Policy remains applicable for NIT's already published before that date.



(A. K. Chatterjee)
Director(HR)
WBSEDCL

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REVISED PURCHASE POLICY 2025

In pursuance to the Office Order No. 609 dated 08.08.2012, the Revised Purchase Policy as approved by the Board are being followed in the WBSEDCL from 01.09.2012. Afterwards, modifications were made from time to time. Further modifications and inclusions have been incorporated in the Revised Purchase Policy with the approval of Board of Directors, WBSEDCL in its 133rd meeting dated 12.08.2025. This Policy shall be known as '**Revised Purchase Policy 2025**' of 'West Bengal State Electricity Distribution Company Limited' and will be applicable for all material purchases & contracts of the Company with effect from **08.09.2025**.

1.00 OBJECTIVES:

- To ensure procurement of right quantity and right quality of materials/equipment from right sources at right price. Also, to ensure availability of the materials as and when required for work.
- To encourage fair competition by providing opportunity to all eligible suppliers to take part in the tenders for procurement of materials/equipment.
- To promote development of new indigenous vendors.
- To make the procurement process transparent.
- Invitation of Tender to be made as per norms stipulated in the Revised Delegation of Power.

2.00 INVITATION OF TENDERS:

2.01 Where tenders are to be invited through wide circulated daily News Papers, the NI (Notice Inviting Tenders) shall be clear in all respect viz.

- (i) Tender No. with Due Date and time for submission and opening of tender and address of the Tendering Authority.
- (ii) Item(s) with broad specification and quantity of each to be procured.
- (iii) Estimated Value(s) of tendered quantity of each item.
- (iv) Cost of Tender Documents- NIL
- (v) Last date(s) of submission of Application for purchase of tender documents and to whom the same shall have to be submitted.
- (vi) Period of sale of Tender Documents.
- (vii) Amount of Earnest Money to be submitted with the Tender Bids shall be 2% of the pro-rata estimated value of the offered quantity in the form of Bank Draft/Pay Order/Banker's Cheque of Scheduled Bank drawn in favour of WBSEDCL payable at Kolkata or Bank Guarantee or through ONLINE MODE (For e-tender only) as per WBSEDCL's format.

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- 2.02 In addition to above mentioned press notification, WBSEDCL, at its discretion, may send the NIT to different renowned manufacturers, so that they could also participate in the tender after observing all other formalities, to make the tender more competitive.
- 2.03 Procurement shall be made from the original manufacturers of the items.
- 2.04 Authorized Dealers of the original manufacturers of the items shall not be allowed to participate in the tender but with the special request of the manufacturer, WBSEDCL may consider placement of order on the dealer on behalf of the said manufacturer and/or they may be allowed to receive payment, on behalf of the manufacturer, provided that all responsibilities & warranties, as per terms of the tender specification and order be under taken by the said manufacturer, on behalf of the dealer.
- 2.05 Bidders/ Manufacturers have to offer as per following table:-

Sl. No.	Item wise estimated value as mentioned in tender specification	Minimum of item-wise quantity specified in the tender within the stipulated delivery schedule of WBSEDCL
a)	<= Rs. 5 Crores	100%
b)	> Rs. 5Crores but Rs. <25 Crores	70%
c)	>= Rs. 25 Crores but <Rs 50 Crores	50%
d)	>= Rs.50 Crores	30%

Those who are unable to offer as per above table, should not apply for issue of Tender Documents for that item. If their offered quantity is found to be less, their offer should be cancelled with forfeiture of E.M.D.

- 2.06 The details of the NIT may also be obtained by any interested manufacturer from the website of WBSEDCL.
- 2.07 For very high value tenders (above Rs. 10 Crore) NIT may be published in Indian Trade Journal.
- 2.08 Cost of tender Document – NIL

3.00 SALE OF TENDER DOCUMENTS (not applicable for e-Tender):

- 3.01 Tender documents will be issued without any prejudice to all applicants, without verification of their credentials, during the period specified in the Tender Notice, unless the applicant(s) is (are) debarred from participation in tenders during the relevant period.
- 3.02 Tender Documents will be issued only during the period specified in the NIT.
- 3.03 Tender Documents shall be issued only to the authorized person of any Applicant. The signature of the person who will receive the Tender Documents need be duly authorized by the original applicant of the Tender.

3.04 No Tender Document shall be issued to any agent.

3.05 No Tender Document shall be issued /sent by POST/COURIER.

4.00 RECEIPT OF TENDER DOCUMENTS (not applicable for e-Tender):

4.01 All Tenders shall be of two part bids:

(a) Techno-Commercial Bid, and

(b) Price Bid, which are to be submitted in separate Sealed Covers. The Bids shall be in triplicate.

4.02 COVER-I:

Name of the Item, Tender No., Due Date and Time of Tender Submission and the words 'Cover-I & Earnest Money' should be clearly written on the front side of the envelope. This envelope shall contain only the Earnest Money and the item wise offered quantity. Amount of Earnest Money should be strictly as per Clause-5.0. In case of any shortfall, the offer will be treated as cancelled and in that case Cover-II & III of the Bid shall not be opened.

4.03 COVER-II:

Name of the Item, Tender No., Due Date and Time of Tender Submission and the words 'Cover-II and Techno-Commercial Bid' should be clearly written on the front side of the envelope. This envelope shall contain Price Schedule in un priced condition and complete Commercial & Technical Offer, mentioning offered quantity with in stipulated delivery schedule of the Tender. All three copies shall contain all the information including Test reports, Manuals, Literatures, Drawings and the desired documents as mentioned in NIT, if any. In case of any deviation in the Techno Commercial offer of the bid, WBSEDCL reserves the right to reject the offer and not to open the price bid.

4.04 COVER-III:

Name of the Item, Tender No., Due Date and Time of Tender Submission and the words 'Cover-III and Price Bid' should be clearly written on the front side of the envelope. This envelope shall contain complete Price Schedule.

4.05 All the above three Covers shall be placed in a 4th Cover and shall be submitted properly sealed super scribing "Tender No., Item, Due Date & No. of Covers inside" with mentioning Tenderer's name & seal.

4.06 All tender documents shall have to be docketed by an authorized officer prior to dropping the same in the Tender Box. While docketing the tender documents by the authorized Officer under concerned Establishment Section the receipt of documents shall have copies in triplicate. First Copy is to be handed over to the Tenderer or his authorized representative, the 2nd copy is to be

pasted on the Envelope containing Tender documents and the 3rd Copy to be pasted in the relevant register. The time and date of receipt of the tender will have to be mentioned in the receipts. Tender papers/documents received by the docketing officer within scheduled time shall be kept in the Tender Box after observing formalities as above & thereafter Tender Box shall be sealed by concerned Engineer/Officer. Tenders received up to stipulated time and date only would be accepted.

- 4.07 Tenders will not be received beyond the stipulated time and date of receipt of tenders as stipulated in the NIT.
- 4.08 After expiry of scheduled time and observing formalities as mentioned in cl.4.06 on the due date of submission of the tender, Tender Box shall be sealed with paper duly signed by the concerned Engineer / Officer.
- 4.09 Extension of due date of submission of tender may be considered by the Tendering Authority, if sufficient number of tenders are not received within the due date and time of submission and under force majeure conditions.

5.00 EARNEST MONEY TO BE SUBMITTED WITH THE TENDER BIDS:

- 5.01 Amount of Earnest Money shall be 2% (two percent) of the pro-rata estimated value of the Item wise offered quantity. Earnest Money shall be in the form of Bank Draft/Pay Order/Banker's Cheque of scheduled Bank drawn in favour of WBSEDCL payable at Kolkata or by Bank Guarantee as per WBSEDCL's Format with validity up to 6 (six) months from the due date of tender submission and with a claim period of another 3 (three) months. Tenderer shall not claim any interest on Earnest Money Deposit. The Permanent Bank Guarantee as maintained in the name of erstwhile WBSEB/WBSEDCL and not received back by the tenderer, if any, will not be applicable. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode through <https://wbetenders.gov.in> via dedicated bank account maintained at Corporate level instead of depositing Bank Draft/Pay Order/Banker's Cheque to the tender inviting authority.

EMD collected via online mode will be settled automatically from e-tendering portal maintained by National Informatics Centre (NIC) wherein EMD for rejected or unsuccessful bids shall be refunded in the bank account of participating bidders directly from NIC portal. An MIS report for the same will be available in e-tendering website. However, for unsuccessful bidders, EMD will be refunded by WBSEDCL authority as per norms in the Notice Inviting Tender(NIT). The tender inviting authority shall mandatorily specify the procedure related to collection and refund of EMD submitted via online mode for rejected/unsuccessful /successful bids in the Notice Inviting Tender (NIT).

5.02 Earnest Money will be refunded to the unsuccessful Tenderers after finalization of the tender and in case of successful Tenderers, Earnest Money shall be refunded only after submission of Security Deposit in two parts @ 2.5% each of a total value of the order placed on the tenderer. All security deposit should be in the form of B.G. from any scheduled Bank in India. In the BG there must be provision for payment at Kolkata in case of invoking.

In addition to the Security Deposit as mentioned above,

- i) Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.
- ii) Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.

This Security Deposit (i) & (ii) above shall remain valid up to the time of completion of supply of materials, with an additional claim period of further six months.

5.03 Earnest Money submitted will be liable to forfeiture in case of

- i) Revocation of Bid or alteration in quoted rates in Price Bid/ Reverse Auction or any change in the terms and conditions of the bid after its opening without being asked by the Tender Inviting Authority.
- ii) If successful tenderers fail to accept Purchase Order / LOI issued within their offered validity period, not below 120 days.
- iii) For failure to submit specified Security Deposit within time limit indicated in the P.O. / LOI.
- iv) If any cartel is formed by the tenderer in their quotation.

In case of failure to supply material by the supplier as per delivery schedule, WBSEDCL may, at its discretion resort to Risk Purchase clause as provided in G.C.C.

5.04 Formation of Cartel & Penal Measures:-

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above tenderers may also be viewed seriously by the WBSEDCL authority and penal measures as deemed fit would be imposed on such tenderers.

6.00 PRE-BID MEETING:

The Tendering Authority will call a pre-bid meeting with all the applicants who have purchased Tender Documents. This is to provide opportunity for any clarification of confusion needed by the applicants to submit Tenders correctly. In case any change in tendered clause is required, copy of the same shall be supplied to all the applicants, who have purchased the specific tender document, prior to bid opening.

7.00 VALIDITY OF TENDER AND OFFER:

The offer against tender should remain valid for a minimum period of 120 days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

8.00 OPENING OF TENDER DOCUMENTS:

8.01 If sufficient numbers of tenders are received, Tendering Authority will give clearance for opening the Tender Documents on due date in presence of concerned representatives of Technical, Administrative & Finance Sections and the tenderers.

8.02 Only one representative, on submission of valid authorization of the Signatory of the Tenderer, will be allowed to be present during the opening of the tender.

8.03 A Register shall have to be maintained to record the particulars of the authorized representatives of the attending Tenderers. The Register shall be signed by them with name & seals and as well as by the WBSEDCL Officials present, during opening of the tenders. Important remarks shall be noted in the Register.

8.04 First, sealed Cover-I containing Earnest Money and Item wise offered quantity of any tender as mentioned in Price Schedule (Unpriced) will be opened. The Cover-II containing Techno-Commercial Bid will be opened only, if Earnest Money is submitted in commensurate with their Item wise offered quantity and as per Earnest Money Clause of the General Conditions of Contract, as specified in the tender. In case of any discrepancy, in Cover-I, then Cover-II & Cover-III will not be opened.

8.05 Cover-III containing Price Bid will be kept in safe custody of the concerned Engineer/ Officer. It will be opened after completion of Techno-Commercial Evaluation of all tenders received. In case of deviation from the stipulated clauses of tender specification, Cover-III of the party will not be opened.

9.00 TECHNO-COMMERCIAL EVALUATION:

9.01 Immediately on opening of the Techno-Commercial Bids (Cover-II), the same shall have to be

evaluated both in technical and commercial aspects.

The criteria for Techno-Commercial evaluation will consist of past performance, financial soundness, technical competence, adequate quality procedures, organizational capacity and manufacturing capability, commensurate with requirements as per tender specification.

The tenderers whose offers are found to be acceptable both technically & commercially, may be considered for opening of their respective price bids.

The tenderers who are having residual quantities of undelivered materials/equipment of previous order, in case of failure of scheduled delivery, have to complete the delivery before opening of the price bid of instant tender, failing which their price bid will not be opened.

9.02 Tenderer shall ensure that all the pre-requisites as mentioned in the Tender schedules are duly fulfilled by them and if there be any deficiency regarding non-submission of any document, WBSEDCL reserves the right to cancel that bid unilaterally. Tenderers may be intimated accordingly.

9.03 If the full quantity as per NIT is not offered by any tenderer, its offered delivery schedule should match the proportionate delivery schedule for that quantity as specified in the Tender Document.

9.04 Prior to finalization of Techno-Commercial bid, if there be any minor technical deviation with the tenderers, they may be informed the same and to comply positively within three days, failing which their offer will be liable for rejection without any further intimation. No further negotiation will be entertained.

10.00 PRICE BID OPENING:

10.01

a) The price bids submitted in sealed Cover (Cover-III) by the tenderers, shall be opened on the due date and time, in presence of the tenderers/authorized representative of the tenderer who are found eligible in the techno-commercial evaluation.

b) The price bids shall be as per 'Proforma for Price Schedule' enclosed in the Tender Document, and shall be complete in all respect duly signed and stamped on each page, by the tenderer, failing which the same shall be treated as rejected.

10.02 REVERSE AUCTION:

Reverse Auction is a part of e-procurement process and it can be conducted to obtain the most competitive price from the vendors providing transparency fairness and equal opportunity. In the process of Reverse Auction, all the bidders qualified in technical evaluation, get the opportunity to quote and improve their price offers dynamically and continuously during the period of auction.

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For conducting Reverse auction, secure web portals having provisions of SSL encryption are necessary. Portals of National Informatics Centre, an organization of Government of India, are available free of charges for e-procurement and Reverse Auction. Other reputed service providers having adequate experience may be engaged for e-procurement and Reverse Auction activities for those events of procurements where additional services like technical support, customization of the software, monitoring of the events, reporting etc. are necessary.

Reverse Auction may be done in any one of the following two methods depending on the requirements of the particular procurement.

(a) Reverse auction may be conducted in tender cum auction mode. After opening the price bids of a tender, Reverse Auction may be conducted among the technically qualified except the Highest quoting bidder (i.e. H₁ bidder) provided the total nos. of techno-commercially qualified bidders are 04(four) or more. If there are multiple bidders quoting the same H₁ rate, the bidder who was the last to submit their bid in the www.wbtenders.gov.in, will be eliminated. The L1 price of the tender will be the Start-up Price of the Reverse auction.

(b) Reverse Auction may be conducted in tender cum auction mode. After short listing the technically qualified vendors of the tender, Reverse Auction may be conducted among the short-listed vendors before opening the price part of the tender. After conducting the Reverse Auction, the price part of the tender are opened as usual for the short listed vendors. The rate, which will be the lowest among both the activities of Reverse Auction and tender, will be considered for award of contract.

West Bengal State Electricity Distribution Company Limited will, henceforth, conduct Reverse Auction for procurements of goods and services following the procedures as mentioned below:-

i) The items of goods and services, for which Reverse Auction will be conducted, will be decided by a committee comprising of the Chief Engineer of the Department, Head of Accounts and one Addl. Chief Engineer or Superintending Engineer of the office of the Chief Engineer. One Addl. Chief Engineer or Superintending Engineer of P & C Department may be included in such committee of other Department.

The committee will decide whether in tender-cum-auction mode the Reverse Auction will be done prior to the opening of the price part of the tender. In case it is decided that the Reverse Auction will be done prior to opening of the price part of the tender, the Start-up Price of Reverse Auction will also be decided by the committee. The committee will decide the Reserve Price may, normally, be 25% less than the updated last purchase price of the similar item.

ii) Reverse Auction may, normally, be conducted in case the estimated value of the procurement exceeds Rupees Five Crore.

In case of tenders for procurement of multiple items through a single tender, where contract is awarded based on item-wise evaluation, decision for conducting Reverse Auction for procurement may be adjudged based on estimated cost of individual items and not on total procurement value.

iii) Eligibility criteria will be clearly mentioned in the terms & conditions of the Reverse auction. Technical specifications, General Conditions of Contract etc. will be provided in the bid document. Necessary details of the Reverse Auction will also be incorporated in the bid document.

iv) The date of Reverse auction will be informed to the vendors well in advance. The time of auction and details of auto-extension of auction time will also be informed.

v) The start bid price and the rate of decrement of bid will be provided at the time of commencement of the Reverse Auction. The bid price shall be the landed price which will include Ex-works price, Freight Charges & Insurance Charges, GST etc. The L1 vendor shall submit the price break up after completion of the Reverse Auction.

vi) During the Reverse Auction, the bidders' names will be masked and the bidders will be able to see the prices quoted in real time to know the status of their bid.

vii) For acceptance of result of Reverse Auction three or more bidders should participate in the Auction. In case number of participants is less than three, result of auction can be accepted, with the approval of the CMD before placement of LOA/Purchase Order. In such case L1 rate arrived at through Auction should be reasonable and within the acceptable limit defined in Purchase Procedure of WBSEDCL.

In case of no response in Reverse auction, normally the tender should be cancelled and retender should be done without provision of Reverse auction at the discretion of CMD.

However, in case there is urgent requirement, L1 bid obtained in financial Proposal may be accepted with approval of CMD before placement of LOA/Purchase Order. Provided that, L1 rate obtained is reasonable and within the acceptable limit defined in Purchase Procedure of WBSEDCL.

viii) In case of procurement through tender cum auction mode, if a single vendor qualifies in the technical evaluation, the Reverse Auction cannot be conducted. In such cases, normally, the tender will be cancelled and re-tendering will be done without Reverse Auction.

10.03 SNAP BID:

Snap Bid (Price Part only) is hereby adopted and resorted to when any Bidder revoked the Bid or altered the quoted rate of any particular item of a particular tender in Price Bid or in Reverse Auction or not accepted any terms and conditions after opening of Bid unless it is sought for by the Tender Inviting Authority.

The Process of SNAP-BID shall be as follows:

- i) The bidders (those who had participated in the Reverse Auction or Submitted the Price Bid for any particular item of any particular Tender debarring the Bidder who is at fault) will be asked to quote their rock bottom price in the snap bid and quoted prices shall be less than the landed price quoted by the L2 bidder in the RA/Price Bid. Bidders quoting prices more than or equal to the L2 rate obtained in the RA/Price Bid will be considered as non-responsive.
- ii) The Snap Bid shall be valid up to the validity of Original bid.
- iii) If a bidder does not respond in the Snap Bidding, the earlier bid submitted by the bidder shall be considered null and void.
- iv) The notice for Snap bidding will be sent by Registered Post/Speed Post. Such Notice may be delivered by hand under acknowledgement.
- v) The bidder shall submit the Snap bid in hard copies in properly sealed envelope by filling relevant data like Ex-Woks, Freight Charge, Insurance Charge, %CGST, %SGST (for bidders within the West Bengal) or %IGST(for bidders outside the West Bengal) in the BOQ as sent to them along with the letter seeking Snap Bid from them. "SUBMISSION OF SNAP BID" shall clearly be noted on the outer cover of the sealed envelope. In absence of such marking and proper sealing of the envelope, the Snap Bid may be liable to be cancelled.
- vi) The price evaluation will be made on the basis of landed price per unit of tendered item quoted in the Snap-Bid. The bidders will be given a time of at least 07(seven) days from the date of issue of the letter for submission of Snap Bid. Details of time & place of submission & opening of Snap Bid shall be intimated to the eligible bidders.
- vii) Bidders will be requested to send one representative along with Authorization letter and Company Rubber stamp to witness opening of Snap Bid. However, if any bidder fails to send their representative with Authorization letter at the specified date, time & venue of opening, further queries regarding the process / acceptance / rejection of Snap Bids will not be entertained and the decision taken by WBSSEDCL will be final.
- viii) The final bid position will be determined on the basis of financial evaluation of Snap Bid only.

10.04 TIE BID:

The following procedure should be adopted when there is a tie among the L1 Bidders:

Keeping the discovered L1 rate as ceiling, sealed bids may be invited from all the L1 bidders and out of those the lowest one may be selected.

If none of the L1 bidders is ready to offer further reduced rates:

A. For items divisible in nature -

- i. The work may be distributed equally among the consenting L1 bidders.
- ii. If none of the L1 bidders is ready to accept reduced quantity, the bidder with higher credential based on the following parameters, may be selected among L1 bidders in the following manner:
 - a. In case of supply of goods, last three years average turnover of the bidder shall be considered.
 - b. In case of execution of work / supply of service, value of single work/ service of similar nature completed during last 3 years shall be considered.
 - c. In case of supply of man power, number of personnel supplied in a single contract during the last 3 years shall be considered.

B. For items not divisible in nature-

- i. If none of the L1 bidder is ready to offer further reduction of rates, the bidder with higher credential based on parameters, as mentioned in A(ii) above may be selected among L1 bidders.

11.00 PRICE EVALUATION AND FINALISATION OF THE TENDER:

11.01 Evaluation of the price bids will take into account the Unit Landed cost of the material/equipment at the final destination.

So, unit landed cost/unit evaluated price shall be

- a) Unit landed price for all items except Power Transformers and Distribution Transformers other than oil cooled type = (i) Ex-works price + (ii) Freight Charges + (iii) Insurance charges + (iv) GST on (Ex-works + Freight Charges + Insurance Charges) + other statutory taxes as applicable.
- b) Unit Evaluated Price for Power Transformers and Distribution Transformers other than oil cooled type = (i) Ex-works price + (ii) Freight Charges + (iii) Insurance Charges + (iv) GST on (Ex-works + Freight Charges + Insurance Charges) + other statutory taxes as applicable + Capitalization of Transformer Losses (No Load Loss + Full Load Loss)

Capitalized value of loss per unit shall have to be mentioned in the Technical Specification. Loss capitalization criteria is exempted for procurement of oil cooled Distribution Transformers up to 2500 KVA capacity having voltage rating up to 33KV.

However, loss capitalization criteria will remain applicable for Power Transformers and Distribution Transformers other than oil cooled type.

No separate packing & forwarding charge will be paid extra.

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Any variation, in taxes & duties or any new levy introduced subsequent to opening of techno-commercial bid will not be considered for comparison of bids.

11.02 Necessary Tabulation of Bids shall be prepared indicating all elements of unit landed prices of all the bidders and L1, L2, L3 Positions of the bids are to be ascertained.

11.03 Before placement of orders, L1 Unit landed price as determined in the Bid Evaluation, shall be compared with updated price obtained in earlier tenders, as well as purchase prices for the similar items procured by other Electricity Utilities, with similar specification.

In case of procurement of any new item, for ascertaining the reasonability of prices offered by the bidders, the offered prices must be compared with purchase prices of same / similar items, in other Electricity Utilities.

11.04 There will be no negotiation with L1 bidder after opening of the price bid.

11.05 In case the L1 bidder is not capable of supplying the full required quantity within the specified delivery schedule, options to supply materials /equipment at the L1 price, will be given to the L2, L3 bidders, and so on in the descending order.

11.06 To finalize the tender promptly, negotiation (for price matching) of L1 price with L2, L3, L4 bidders and so on, may be made but allocation of ordered quantity shall be made strictly as per Clause No. 11.05.

11.07 In case of default in delivery schedule / rejection of offers / submission of fake offer(s) against earlier Purchase Order, Vendor Rating (which will be less than 1) of any tenderer may be taken into account during finalization of any ordered quantity in respect of any Unit. Till vendor ratings of the Units are finalized, there will be reduction in the assessed delivery quantity by 25-50% depending on their past performance.

In case the allotment of quantity to bidder(s) at L1 rate as per Vendor Rating fall short of the required quantity , then quantity reduction due to only vendor rating A, B, C category may be relaxed , to meet the Shortfall with the approval of one step higher than the Delegated Authority not below the Standing Tendering Committee(STC). In all such cases proper justification in respect of urgent requirement of the quantity shall clearly be mentioned.

Excess allotment at L1 rate shall be made to the bidders in proportion to the vendor performance rating in the descending order irrespective of bid position, subject to maximum of offered quantity of bidders having vendor rating 'A', 'B' or 'C' category ,except the vendors who are new to WBSEDCL and fall under clause 11.09 of Purchase Policy.

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

11.09 In case the tenderer becomes eligible for placement of order on them for the 1st time, the particular tenderer shall get order up to 30% of the offered quantity, even if their offered quantities within specified delivery schedule are more in their respective bid. If the tenderer be of National / International repute OR the parties who have supplied at least 80% of tender quantity in a single order to any other Govt. & Power Utility in last 3(three) years then the bidder may get maximum 50% of the offered quantity.

11.10 To develop new Vendors, promotional orders will be restricted up to 10% of the total quantities for which orders have been placed against any tender.

The original equipment manufacturers, who do not have requisite supply credential against Govt./PSU/State Electricity Utility and intend to participate in the tender to introduce their unit, may apply for promotional order by submitting Earnest Money as specified in the NIT.

Bidders who have applied for Promotional Order have to submit a declaration of having no supply credential against Govt./PSU/State Utility tenders.

The techno-commercial bids for promotional order shall be processed separately after finalization of Original tender subject to satisfactory techno-commercial qualification as per submitted bids and subsequent successful factory inspection report.

In case of single promotional bidder, maximum allotted quantity will be up to 5% of the original order quantity.

However placement of Promotional Order is not mandatory for each tender and shall be processed at the discretion of WBSEDCL.

11.11 **Tender for 20% Quantity:**

To promote small vendors, with limited financial capacity, 20% of required quantity may be procured through separate tender at the discretion of WBSEDCL, once in a year for the items like Distribution transformer up to 100KVA, conductor etc. where quantity requirement is more. However, Promotional Order against clause 11.10 for such type of tender will not be entertained. This shall be mentioned in the tender clause.

12.00 **UPGRADATION OF TECHNICAL SPECIFICATION:**

12.01 Technical Specification of all centrally procured items shall be timely updated/standardized, if required. During updation, assistance from Planning & Engineering Department or Testing Department, may be sought for and final specification will be prepared by Standardization Committee of WBSEDCL.

12.02 Up-dated technical specification of the items procured by the Company (WBSEDCL) will be posted in Website.

12.03 There shall not be any modification in specification during tendering process.

12.04 Ahead of publishing NIT of material/equipment with specification, proposal from prospective bidders for any change in specification, (posted in WBSEDCL website) will have to be invited in

the daily newspaper for submission to WBSEDCL within definite time frame. The decision regarding incorporation of their proposals will be with WBSEDCL only.

12.05 Pre Tender Conference with intending vendors should be arranged through paper notification before NIT publication and after posting of specification in the website.

13.00 CHECKING OF MATERIALS /EQUIPMENT AFTER DELIVERY:

Company (WBSEDCL) has the right for testing/inspection of delivered items before use during which if any discrepancy/dispute in quality/quantity arises, the supplier shall have to replace the entire lot at the supplier's risk and costs.

WBSEDCL reserves the right to take any penal action whatsoever without any further reference.

13.01 In the event of failure to supply the ordered quantity by the selected Vendor as specified in the delivery schedule, the delegated authority of the Company will be empowered to reduce the ordered quantity of the selected Vendor after the expiry of the delivery date as specified in the schedule of delivery which corresponds to 1/3rd of the total ordered quantity. The total ordered quantity will be reduced in proportion to the quantity undelivered assessed up to the period mentioned above. The quantity so reduced will be allotted proportionately to the other selected Vendors to whom the orders have been placed in the same tender and who have adhered to the delivery schedule. Allotment so made shall under no circumstances exceed the offered quantity of the respective selected bidder and the limit as per the Vendor rating policy. In the event, the allotment is not possible for reasons due to above limitation, the said allotment may be considered to the non-selected bidders to the extent of limit as per Vendor rating policy and who had matched L1 evaluated rate and will consent to adhere the allotment.

14.00 LITIGATION/ARBITRATION AGAINST WBSEDCL:

The bidder should submit the declaration in prescribed format under the Form Folder (Form XI) in their letterhead regarding no legal litigation against WBSEDCL is pending in any court/ Forum against/ by the bidder or its Sister Concern/Director/Partner/Proprietor.

If any type of legal litigation/arbitration against WBSEDCL is pending in any court/Forum against /by the bidder or its sister concern/Director/Partner/Proprietor, then Purchaser reserves the right to reject their bid/termination of the contract.

15.00 APPLICABILITY:

The Revised Purchase Policy 2025 will be applicable for the NITs published on or after 08.09.2025 and the existing Purchase Policy will remain applicable for the NITs, already published before that date.

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ANNEXURE-A

HOLIDAY LISTING

1. Guidelines for Placing Vendors/Contractors for Purchase/ Works in a Holiday List

Holiday listing means debarment of Parties (as defined in clause 1(a)) from participating in the tendering process of WBSEDCL.

1(a) Party shall mean Bidder/Licensor/Tenderer/Consultant/Vendor/Contractor/Sub-Vendor/Sub-Contractor/Sub-Consultant.

1(b) Reasons for putting a Party on Holiday Listing is to protect WBSEDCL from dealing with an undesirable Party.

2. Reasons

A Party will be placed in a Holiday list if the Party-

- a) Has indulged in malpractices such as bribery, corruption, fraud and pilferage,
- b) Is bankrupt or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted,
- c) Has submitted fake, false or forged documents/certificates,
- d) Has approached Board of Industrial Financial Reconstruction (BIFR)/ Hon'ble National Company Law Tribunal (NCLT),
- e) Has substituted materials in lieu of materials supplied by the Organization or has not returned or has short returned or has unauthorized disposed off materials / documents/ drawings/ tools or plants or equipment supplied by WBSEDCL,
- f) Has unauthorized obtained official company information or copies of documents, in relation to the Tender/ contract,
- g) Has violated and circumvented the provisions of labour laws/ regulations/ rules, safety norms or other statutory requirements,
- h) Has indulged in construction and erection of defective works or supply of defective materials,
- i) Has committed breach of contract or has failed to perform a contract or has abandoned the contract,
- j) Has refused to accept Fax of Acceptance/ Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by WBSEDCL within the validity period and as per agreed terms and conditions,
- k) Has revised/withdrawn price bid after opening of Techno-commercial bid, until
And unless it is sought for,
- l) Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser,
- m) Has been assessed as 'D' category against Vendor rating for the 2nd time as detailed in Clause No.8 of Annexure-B (Vendor Rating).
- n) Has parted with, leaked or provided confidential/ proprietary information of WBSEDCL given to the Party only for its use (in discharge of its obligations against an order) to any third party without prior consent of WBSEDCL,
- o) Has tampered with the stipulated tendering procedure,

- p) Any other ground for which in the opinion of WBSEDCL makes it undesirable to deal with the Party,
- q) In case the State Government directs WBSEDCL to place a party in the Holiday list and
- r) Has failed to mobilize finance/suitable expertise for closing the work as per pre scheduled programme.

3. Initiation

To place a Party in the Holiday list, the initiating Department will evaluate whether the conduct of the Party is such as it makes it undesirable for the WBSEDCL to deal further with the Party and place its evaluation before the Holiday Listing Committee.

4. Formation of Holiday Listing Committee

- a) A ten (10) member Committee is formed to recommend action to the Approving Authority as detailed in clause 4.c) of Annexure-A (Holiday listing) of the RPP.
- b) The Holiday Listing Committee (Approving Authority) is henceforth constituted of the following members to decide regarding putting an agency/party on Holidays as specified in clause 7.0 of the Annexure-A (Holiday listing) of the RPP:-
 - 1) Director In-Charge (P&C), WBSEDCL
 - 2) Director (Human Resources), WBSEDCL
 - 3) Director (Finance), WBSEDCL or the Chief Financial Officer, WBSEDCL (in absence of Director(Finance))
 - 4) Chief Engineer (P&C) and
 - 5) Concerned Chief Engineer

N.B. The Member nominated from the Department issuing the Show cause notice, would be the Convener of the Committee.

The Committee will have the authority to invite representative(s) not below the rank of Addl. Chief Engineer or equivalent from the Departments, if considered necessary.

- c) Holiday Listing Recommendation Committee will consist of:

1) Chief Engineer (P&C)	Chairman
2) Chief Engineer (P&E)	Member
3) Chief Engineer(Dist. Testing)	Member
4) Chief Engineer& PM, PPSP	Member
5) Concern Chief Engineer(Distribution)	Member
6) General Manager(F&A) Corporate Planning	Member
7) AGM (F&A), Corporate Finance	Member
8) Addl. Genl. Manager (HR&A), Office of ED (Distribution)	Member
9) Addl. GM(HR&A), Legal Cell	Member
10) S.E (Monitoring), P&C Department	Member Convener

NB: The Chief Engineer or Head of the respective department shall serve as an invitee member for proposals concerning their department. However, the standing members and the Chairman of the Committee shall retain their roles in their current capacity, even if the proposal originates from their own department.

5. Procedure

The following procedures shall be followed before evaluation of holiday listing:

Show Cause Notice

- a) Before placing a Party on Holiday list, a Show Cause Notice (as per Annexure-I) should be issued by WBSSEDCL, offering a fair opportunity to the Party to submit its case,
- b) For reply, 15 days time should be given to the Party,
- c) If so warranted, on request by the Party, another 15 days time at the maximum, may be allowed for reply,
- d) For Works Contracts, show cause notice should be issued by the Engineer-in- Charge after acceptance of order by the party vis-à-vis for failing the work/delivery schedule *OR* by the Order Issuing Authority, before acceptance of order by the party not below the rank of Addl.Chief Engineer,
- e) For Purchase Contracts, show cause notice should be issued by the Purchase Order Issuing Authority
- f) Show cause notice should be issued with the approval of the Order Approving Authority
- g) Show cause notice should be issued to a Party with a copy endorsed to its CEO
- h) Any decision to place the party on holiday list should be taken after duly considering the reply of the party to the show cause notice.

A register of all such cases will be maintained by Holiday Listing Committee.

6. Duration of Holiday

The Committee in clause 4(a), should deliberate on the duration for which the party is to be put on holiday. Ordinarily, such period should not be less than 18 calendar months from the date of declaration, and should normally not exceed 3 years. However, the Committee will review within 15 days of completion of the holiday to determine, whether the party be put on holiday listing afresh or it be de-listed from the Holiday List.

7. Approving Authority for putting a Party on Holiday

- a) Holiday Listing Committee as mentioned under clause-4 will be the Operating Committee, to decide regarding putting a party on Holiday.
- b) Departmental Head, not below the rank of Chief Engineer, who is one of the member of Holiday Listing Committee, with consent of the respective functional Director, shall issue a letter to the party for putting a party on Holiday (as per Annexure-II)
- c) **Board Committee** on Contracts, Purchase & Procurements will be the **Appellate Authority**.

8. Effect of putting a party on Holiday List

No enquiry bid/tender shall be issued to a Party for any of the reason given below:-

From (a) to (i) as long as its name appears on the current holiday list (i.e. within the holiday period).

- (a) If a Party is put on holiday list during tendering (of works/purchase)
- (b) If a Party is put on holiday after issue of the enquiry/bid/tender but before opening Technical bids, the bid submitted by the Party shall be returned to it.
- (c) If a Party is put on holiday after opening Technical bid but before opening the price bid, the price bid of the Party shall not be opened and the BG/EMD submitted by it shall be returned to the Party.
- (d) In case a Party is put on holiday after opening of price bid, the BG/EMD submitted by the Party shall be returned; the offer of the Party shall be ignored and will not be further evaluated. The Party will not be considered for issue of order even if its price bid the lowest. In this situation, the next lowest price bid shall be considered as L1.
- (e) If a Party is put on Holiday in one location and is executing work awarded to it at another location, the party should be allowed to complete such awarded work.
- (f) The Holiday listing shall be Party- specific and when a Party is put on holiday, all the offices of the Party shall be on holiday for all locations of WBSEDCL & for all Services/locations of the Party. If the Party placed on holiday is a proprietary concern, all the concerns of the same proprietor shall be also be considered to be on holiday and if that proprietor is the Managing Partner of any firm, such firm shall also be considered to be on holiday. The Functional Director may however, if he considers it to be in the interest of the Company, remove the bar in respect of any specific service/supply, subject to concurrence of the approving authority.
- (g) If an Original Equipment Manufacturer (OEM) is on Holiday list and if spares of proprietary nature for the Equipment supplied by the OEM are essentially required to be procured from the OEM, such requirements for spares can be met from the OEM who is on Holiday. In such cases, specific approval with justification shall be obtained from a level not below the rank of Chief Engineer.
- (h) Every bidder shall, at the time of submission of bid, have to submit a declaration in prescribed format under the Form Folder (Form IX) in their letter head that the bidder has not been placed on holiday list/blacklisted by WBSEDCL/ Statutory/Regulatory/ Government Authorities / State Electricity Utility/PSU. If the bidder is a Proprietary Concern, the Proprietor shall also give a declaration in prescribed format under the Form Folder (Form X) in their letter head at the time of submission of bids that none of the other concerns of which he is a Proprietor or Managing Partner, has been placed on holiday list /blacklist by WBSEDCL/Statutory/Regulatory/Government Authorities/State Electricity Utility/PSU.

In case the declaration of a Party indicates that either the Company or a Proprietorship concern of the same Proprietor or a Partnership firm in which the Proprietor is also a Managing Partner has been placed on Holiday/blacklist by WBSEDCL/Statutory/Regulatory/Government Authorities/State Electricity Utility/PSU, the Party shall be put on holiday list and further action as per Clause 8 of ANNEXURE-A HOLIDAY LISTING will be taken.

- (i) The bidder should submit the declaration in prescribed format under the Form Folder. Bidders who have not submitted declaration of black list or holiday list shall be considered as non-responsive and their Bids shall be rejected.

9. Delisting (from holiday list) procedure after expiry of the specified holiday period

- a) Delisting from holiday list after expiry of the specified holiday period is to be communicated to the Party.
- b) Delisting from holiday list after expiry of the specified holiday period and review period as mentioned in clause 6.0 above, should be automatic and will not need further approval, unless any information towards extension of holiday period is received. The party may be considered for issue of enquiry /bid after specified holiday period has expired.
- c) However, where approved /Registered list of Parties are followed, the Party may, after expiry of holiday period, approach relevant Tender /Enquiry issuing authority, for getting itself re-listed.

10. Review of Period (delisting from holiday list within the holiday period) - Review of holiday period (delisting from holiday list within the holiday period) should be considered in exceptional cases only. A Committee as per clause 4.0 above shall put up the proposal for such review. Approving authority for such delisting shall be one step higher than the Authority who approved the holiday listing of the Party. If holiday period is reduced after review, the Party should be informed accordingly.

11. Record of holiday listing and circulation of the same in WBSEDCL

- a) A consolidated record should be maintained at Head Quarters of each Department (by Contract Cell for work contracts and by materials Department for purchase contracts) in a Register/Electronic Data Bank with column showing Sl. No., Name address, Tel. no. and Fax. no of the Party, Name & Tel. no. of its Directors, Promoters & Proprietors etc., Holiday Period and Originating/Initiating Department with the reference vide which the Party is put on holiday. This information should be available in LAN, wherever LAN facility is available.
- b) The list should be updated and circulated by each Co-ordinator at HQ (Head of Contract Cell for Works Contracts and Head of Materials Department for Purchase Contracts) or any other official who is assigned this work by other Departmental Coordinators with a copy to CMD, MD and all Directors, Head of the Legal Cell and in the website of WBSEDCL, immediately after any addition/deletion occurs. This list can also be common for works and purchase if so

ANNEXURE-A HOLIDAY LISTING

desired. Names of the Parties should appear in alphabetical order. The names of Parties whose holiday period is over shall be dropped from the holiday list.

- c) Updated Vendor Holiday List is to be placed in the proposal file as an Annexure and to be consulted during sale of Tender documents.
- d) If any party is put in holiday list thrice, the same party should be banned from participating in any tender procedure of WBSEDCL permanently.

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ANNEXURE-B

VENDOR RATING

1.0 SUPPLIER PERFORMANCE RATING

PERFORMANCE of SUPPLIER is rated on the following THREE PARAMETERS and calculated for each item PURCHASE ORDER with the following weight age.

- a) QUALITY - 50 % WEIGHTAGE
- b) DELIVERY - 40 % WEIGHTAGE
- c) SERVICE - 10 % WEIGHTAGE

2.0 QUALITY RATING (Q.R) - (50 %Weightage)

QUALITY RATING is based on ACCEPTED QUANTITY of material delivered by SUPPLIER.

The algorithm is:

$$\text{QUALITY RATING (Q.R)} = \{[(Q1+0.75XQ2+O(\text{zero})XQ3)]/Q\}X50$$

WHERE Q = QUANTITY INSPECTED

Q1 = QUANTITYACCEPTED

Q2 = QUANTITY ACCEPTED with concession or deviation.

Q3 = QUANTITY REJECTED after Inspection and Testing at Manufacturer's premises/ WBSEDCL's site stores wherever applicable.

3.0 DELIVERY RATING (D.R) - (40 % Weightage) DR

D.R. Adherence to P.O. Delivery 40

4.0 SERVICE RATING (S.R.) - (10 % Weightage) SR

Co-operation /readiness to help in Emergency/Submission of Support Documents 5
 Promptness in reply & after sales service 5

5.0 NEGATIVE MARKING:

5a. **NEGATIVE TEN MARKS (-10) for any of the following-**

On feedback from Inspection agency due to:-

- => Non-compliance of inspection requirement.
- => Acceptance after major rework
- => Non-availability of calibrated instruments.

On feedback from Finance Wing of P&CD due to:-

- => Delayed delivery beyond 15 weeks @ negative Ten (-10) marks irrespective of quantity.

On feedback from Monitoring Wing of P&CD due to:-

- => Proportional negative marking in respect of Failure Rate against supplied quantity of equipment within guarantee period.

5b. **ADDITIONAL NEGATIVE TEN MARKS (-10) ESPECIALLY FOR ENERGY METERS, DTRs and other equipment on account of non-compliance of replacement of defective meters or repair/replacement of DTR and other equipment having guarantee period of five years and more (defects identified within guarantee period as per P.O) within 60 days from the date of intimation as per following:**

- (i) For $\geq 90\%$ replacement for defective meters/ repair or replacement for DTR and other equipment against reported quantity within stipulated period – No negative marking.
- (ii) For $< 90\%$ to $\geq 70\%$ replacement for defective meters/ repair or replacement for DTR and other equipment against reported quantity within stipulated period :- (-2) marks.
- (iii) For $< 70\%$ to $\geq 50\%$ replacement for defective meters/ repair or replacement for DTR and other equipment against reported quantity within stipulated period :- (-4) marks
- (iv) For $< 50\%$ to $\geq 30\%$ replacement for defective meters/ repair or replacement for DTR and other equipment against reported quantity within stipulated period :- (-6) marks.
- (v) For $< 30\%$ replacement for defective meters/ repair or replacement for DTR and other equipment against reported quantity within Stipulated Period :- (-8) marks

For the delay, beyond stipulated period of 60 (sixty) days, (-2) marks per week or part thereof will be counted for Sl. No. (i) to (v) above.

Negative marking as mentioned in 5b.above, will be counted from the date of each intimation of defective quantity of meters, DTR and other equipment against each P.O. within G.P. Weighted average of all negative markings secured against all intimations will be considered for calculating Vendor Rating at any point of time.

6.0 Deficiency Factor (DF)

Deficiency Factor (DF) will be assessed based on feedback from various units including Planning & Engineering, Testing, O&M, Construction Site, Procurement, Project & Contract dealing cell. When quality deficiency is noticed in items/systems at site during installation/commissioning or in service (during warranty period), the overall vendor performance rating will be reduced by multiplying it with Deficiency Factor (DF).

ANNEXURE-B VENDOR RATING

a) Deficiency factor (DF) will be assessed based on feedback from various units

Deficiency Factor	DF	Decided by	Feedback Inputs from
(i) Items/systems meet all design and guarantee parameters.	1.0	MC/Contract dealing cell	P&E, O&M, Testing, Construction, project etc.
(ii) Items/systems satisfy the design/guarantee parameter with minor deviation & functionally acceptable	0.9	MC/Contract dealing cell	P&E, O&M, Testing, Construction, project etc
(iii) Systems are put into service with rework/ replacement at site in line with PO within guarantee period.	0.8	MC/Contract dealing cell	P&E,O&M, Testing, Construction, project etc
(iv) Supplier not meeting contractual requirements like timely delivery/ erection/warranty obligations/service After sales etc.	0.7	MC/Contract dealing cell	P&E, O&M, Testing, Construction, project etc
(v) Items/systems rejected & replaced due to not meeting design/performance requirement/ failure & non compliance in respect of replacement within guarantee period as per P.O.	0.5	MC/Contract dealing Cell	P&E, O&M, Testing, Construction, project etc

7. Vendor Performance Rating (V.P. R.)

V.P.R = D.FXS.P. R whereas S.P.R (Supplier Performance Rating) = QR+DR+SR + NM

7(a) The period for calculation of VPR will be last two financial years plus elapsed period of current financial year subject to maximum of last three executed Purchase Orders, except for Negative Marking under clause 5(b) of ANNEXURE B (VENDOR RATING) for which all P.Os within Guarantee Period shall be considered. In case of multiple Purchase Orders in any financial year, performance rating of each Purchase Order will be separately assessed and the combined rating will be established by averaging the individual rating against each Purchase Order.

7(b) (a) When the vendor is new to WBSEDCL, Clause no.11.9 of Revised Purchase Policy will be applicable.

(b) The Vendor who have not participated in WBSEDCL's tenders within last five financial years from the date of opening of tender, will be treated as new vendor and Clause no.11.9 of Revised Purchase Policy, will be applicable.

ANNEXURE-B VENDOR RATING

8. Rating of Vendors

Based on total marks the vendor performance will be rated as shown in the table below:

<u>Total Score</u>	<u>Rating</u>	<u>Proposed Action</u>
>=98 to 100	A1	<ul style="list-style-type: none"> • Vendor can be considered as preferred vendor • Vendor can be considered for self certification and long term contract • Inspection up to 50% of ordered quantity may be waived with the approval of Competent Authority not below the rank of functional Director. • Stage Inspection need not be done. • Vendor can be considered for reduced witness point during inspection • Order on 100% offered quantity may be awarded in the next procurement
>=80 &<98	A	<ul style="list-style-type: none"> • Vendor can be considered for self certification • Vendor can be considered for reduced witness point during inspection • Vendor can be considered for long term contract • 100% offered quantity may be awarded in the next procurement
>=50 &<80	B	<ul style="list-style-type: none"> • Vendor to be informed about deficiency for immediate corrective and preventive action • Inspection stages may be reviewed for tightening inspection • Order to be awarded after deducting 25%-40% of offered quantity
>=40 to <50	C	<ul style="list-style-type: none"> • Vendor to be informed about deficiency for immediate corrective and preventive action. Response to be obtained from Vendor. • Inspection stages may be reviewed for tightening inspection. • Order to be awarded as Offered Quantity multiplied by V.P.R in the next procurement.
<40	D	<ul style="list-style-type: none"> • Vendor to be put under hold and informed. • The party will not be recommended for procurement/placement of P.O. against which Vendor is assessed with VPR 'D' rating. • Bid of the Vendor will not be considered for subsequent one number tender. • The Vendor thereafter will be eligible to participate in next tender with maximum allocation of 20% of offered quantity subject to being techno-commercially qualified. In case the 'Vendor' is assessed with "D" rating in any subsequent tender thereafter, then the case shall be forwarded to Holiday Listing Committee.

9.0 Performance Rating Feedback

In order to sustain/improve the performance of the vendor falling under A1 & A categories the following steps are suggested to motivate them.

- a) May be considered for self-certification.
- b) May be preferred for long-term contracts
- c) In tenders for procurement of goods, where quantity is to be splitted among vendors, 10% quantity may be reserved for A1 category vendor in addition to normal distribution of remaining 90% quantity as per normal practice.
- d) Appreciation in structured get-together/vendor's meet.

PERFORMANCE RATING FEEDBACK to the vendors falling under B&C category, will be given to Supplier Purchase item-wise, indicating specific area/s of IMPROVEMENT with an object to make all SUPPLIERS TO A/A1 CLASS.

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ANNEXURE-I

(Ref. Holiday Listing)

PROFORMA OF SHOW CAUSE NOTICE

No.

Date:

To

M/s

.....

.....

.....

Attn.: Shri

Sub: Show Cause Notice

Ref: (Name of the Job)

Dear Sir,

You are hereby required to show cause in writing within 15 days from the date hereof as to why your name will not be placed on the holiday list/debarred from entering any contract with WBSEDCL/delisted from the approved list of vendors/contractors of WBSEDCL for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by all documents and documentary evidence which you wish to rely in support of your reply.

Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say, and we shall proceed accordingly.

Yours faithfully,

For & on behalf of WBSEDCL

ANNEXURE-II

(Ref. Holiday Listing)

PROFORMA OF INTIMATION OF PLACEMENT OF A PARTY FOR HOLIDAY LIST

No.

Date:

To

M/s

.....

.....

.....

Attn.: Shri

Sub: Holiday Listing/DE-Listing of Vendors/Contractors-Intimation of Placement of Holiday List

Dear Sir,

This is further to our Show Cause Notice to you dated

In spite of the opportunity given to you, you have failed to show cause as required*/Your reply to the Show Cause Notice * (and the documents and documentary evidence submitted in support of your reply) has/have been duly considered.

After considering the allegations made in the Show Cause Notice/ Your reply to the Show Cause Notice*(and documents and documentary evidence furnished in support thereof), it has been decided that you be placed on Holiday List and debarred from entering into any contracts with West Bengal State Electricity Distribution Company Limited/* be removed from the list of approved vendors/contractors for a period ofYears effective from the date hereof.

Yours faithfully,

For & on behalf of WBSEDCL

*Strike out if not applicable

**GENERAL CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY
OF EQUIPMENT/ MATERIALS**

1) SECURITY DEPOSIT:

The security deposit in two parts of 2.5% each upon the Ordered Value, should be furnished within a period of 30 days from the date of issue of the Purchase Order to the Paying Authority under intimation to Chief Engineer, P&CD.

Security Deposit 1st part will remain valid up to 3(three) months from the date of completion of supply and Security Deposit 2nd Part will remain valid up to a period of:

- i) 19 (Nineteen) months in general except Energy Meters, Equipment & all types of HT cable & LT AB Cable from the date of completion of supply,
- ii) 67 (Sixty Seven) months in case of all types of Energy Meters from the date of completion of supply,
- iii) 61 (Sixty One) months for Equipment & all types of HT cable & LT Aerial Bunch Cable from the date of completion of supply
- iv) 121(One Hundred Twenty One) months for Dry Type Transformers from the date of completion of supply.

In addition to the Security Deposit as mentioned above,

- a) Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order,
- b) Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order,

Security Deposit a) & b) above shall remain valid up to the time of completion of supply of materials, with an additional claim period of further six months.

Security Deposit may be in the form of Bank Guarantee issued by any scheduled Bank of India duly approved by Reserve Bank of India in this regard, in which event it would be open to WBSEDCL or its designated Officer to prefer the claim for invocation/encashment of the concerned Bank Guarantee within 6 months from the expiry of the period of such guarantee. Accordingly, there should be an additional claim period of 6 (six) months in each of the Bank Guarantees from the date of expiry of the validity. The B.Gs are to be extended/revalidated by the supplier maintaining the above claim period for delay in physical delivery due to any reason whatsoever.

The Bank Guarantee should be executed in line with enclosed Proforma and on non-judicial stamp paper of Rs.100/=.

The Security Deposit is liable to be forfeited in case of non-compliance of Purchase Order or failure to complete the Purchase Order. Purchase Order is liable to be cancelled for non-submission of Security Deposit in time with forfeiture of Earnest Money.

No claim shall be made against WBSEDCL in respect of interest on Security Deposit.

Bank Draft/Pay Order for an amount equivalent to 5% of the ordered value will also be accepted instead of Bank Guarantee.

2) TERMS OF PAYMENT:

100% payment inclusive of Price Variation bill, along with 100% GST will be made within 45 (forty five) days in case of MSME Vendors (Micro & Small Enterprise only) and for others, within 60 days from the date of submission of bill (complete in all respect) against following documents -

- a) Original receipted Challan and signed Store Receipt Voucher (SRV) by Superintending Engineer/Asstt. Manager/Jr. Manager (Stores)/Jr. Engineer (Grade-I)/ Store-in-Charge attached to the respective stores
- b) Guarantee Certificate (in original)

- c) Copy of Transit Insurance
- d) Successful Store-testing report, if done after delivery of the items at different site stores, signed by the concerned Testing Engineers
- e) Copy of Current MSME status of MSME vendors

The payment shall only be made against valid Security Deposit.

In case of any discrepancy in payment, vendor shall have to bring it to the notice of WBSEDCL within thirty days from the date of receipt of payment else the claim will not be entertained.

For full and final settlement, invoices shall have to be submitted within 1(One) year from the date of completion of Project/Contract, beyond which, such claim may not be entertained.

3) PAYING AUTHORITY:

Addl. G. M. (F&A), Procurement and Contracts Department, WBSEDCL, VidyutBhavan (4th Floor), Kolkata- 700 091 will be the Paying Authority.

4) CONSIGNEE:

The name of the consignee will be intimated by S.E. (Inspection) along with Dispatch Instruction.

5) GUARANTEE:

a) IN GENERAL EXCEPT ENERGY METER, EQUIPMENT AND HT & LT AB CABLE:

In the event of any defect in the materials within a period of 12 (twelve) months of commissioning or 18 (eighteen) months from the date of issuance of Store Receive Voucher(SRV) of the material whichever is earlier, the supplier shall guarantee to replace or repair the same free of cost to the satisfaction of the purchaser.

If the supplier fails to replace/repair the same within two months from the date of receipt of intimation, WBSEDCL reserves the right to effect replacement and recover the cost of replacement at 1.25 times of last purchase price of that material from the defaulting vendor by invoking Security Deposit/Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor. Lifting of the defective material shall be made from any WBSEDCL Store and return after rectification shall be made at the same WBSEDCL store.

b) (i) FOR EQUIPMENT (EXCEPT DRY TYPE TRANSFORMERS) and ALL TYPE OF HT CABLE & LT AB CABLE:

In the event of any defect in the equipment (except dry type transformers) / cable within period of 5 (five) years from the date of issuance of Store Receive Voucher(SRV) of the equipment (except dry type transformer)/ cable , the supplier shall guarantee to replace or repair the same free of cost to the satisfaction of the purchaser.

If the supplier fails to replace/repair the same within two months from the date of receipt of intimation, WBSEDCL reserves the right to effect replacement and recover the cost of replacement at 1.25 times of last purchase price of that equipment/cable from the defaulting vendor by invoking Security Deposit/ Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor. Lifting of the defective equipment/cable shall be made from any WBSEDCL Store and return after rectification shall be made at the same WBSEDCL store.

b) (ii) FOR DRY TYPE TRANSFORMERS:

In the event of any defect in the Dry Type Transformers, within period of 10 (ten) years from date of issuance of Store Receive Voucher(SRV) of the Dry Type transformer, the supplier shall guarantee to replace or repair the same free of cost to the satisfaction of the purchaser.

If the supplier fails to replace/repair the same within two months from the date of receipt of intimation, WBSEDCL reserves the right to effect replacement and recover the cost of replacement at 1.25 times of last purchase price of that equipment from the defaulting vendor by invoking Security Deposit/ Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor. Lifting of the defective material shall be made from any WBSEDCL Store and return after rectification shall be made at the same WBSEDCL store.

c) FOR ENERGY METER:

The Meter and Meter Box shall be guaranteed against defects arising out of faulty design, materials and workmanship for a period of 5 ½ years from the date of issuance of Store Receive Voucher (SRV). The meter found defective within the above guarantee period should be replaced by the supplier free of cost within two months of receipt of intimation. Collection point of defective meters and supply point of new meters shall be Distribution Testing Department/ Zonal Testing Wing/ Zonal Stores. If the defective meters are not replaced within the above specified period, WBSEDCL will recover twice the cost of the meters from the supplier by invoking Security Deposit/ Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor.

Name Plate of the meter is to be marked with “Guarantee of the Meter: 5 ½ Years from the date of supply”.

6) TESTING:

a) CALIBRATION:

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

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

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

b) INSPECTION & TESTING:

1) Before finalization of Tender:

After opening of Techno-Commercial part of the Tender, the tendering authority at its discretion may send their representative for inspection of the factory premises at any day within working hrs. to ensure participating tenderer's manufacturing capability & technical eligibility to combat with WBSEDCL's requirement.

2) **After finalization of Tender:**

i) **In general Except Energy Meter:**

The materials/equipment shall be subjected to tests as per relevant Indian Standards and as per our technical specification. If the Indian Standard has the provision of routine tests, each material/equipment shall be subjected to those routine tests. In all such cases, while offering, test reports indicating the test results should be submitted in six copies to the inspecting authority of the Company as will be indicated in the Purchase Order. Delivery of the material/equipment shall be done after having the dispatch clearance with approval of the supplier's test reports and the supplier should send intimation to this office regarding dispatch of materials to stores immediately after dispatch. No extra cost shall be charged for the above tests.

However, WBSEDCL reserves the right to depute its Engineers for carrying out inspection and testing on the offered lot as per relevant Indian Standards and our Technical Specification and also reserves the right to reject either raw materials or finished products found to be not complying with the requirement of the specifications and standards. The supplier shall give at least 15 (fifteen) days prior intimation about the readiness of the materials/equipment at the works for testing and inspection. The supplier shall extend all facilities for such inspection and testing for which no extra cost shall be charged and the inspection report shall have to be signed jointly otherwise the offered lot(s) shall be treated as cancelled.

WBSEDCL reserves the right to carry out in-house testing of the supplied materials at destination stores, in presence of authorized representative of the Manufacturer. In case they do not be present, company shall Test unilaterally and their result will be binding on them. **In case the test results deviates from the inspection result carried out at Manufacturers' Works (more than 2% tolerance as per IS where ever applicable), the Company reserves the right to cancel the specific lot and in that event materials are to be replaced by the Manufacturer free of cost including the transportation from the site to their works and back.**

ii) **Energy Meter:**

The Meters and Meter Box, manufactured as per Technical Specification will be subjected to tests as per relevant Indian Standard and our Technical Specification. Each Meters and Meter Box shall be subjected to routine tests as per relevant Indian Standard. In all such cases, while offering for inspection and testing, one hard copy and one soft copy of the test reports indicating the test results **along with sequential sl.nos. of the body seals of the offered lot of meters** should be submitted to the C.E.(DTD), WBSEDCL, Abhikshan Bhavan, Salt Lake, Kolkata-700091 with copies to the C.E(P&CD), WBSEDCL and **otherwise inspection offer will not be valid. Inspection offer will not be valid if replacement of defective meters against previous orders is pending for more than 60 days from the date of intimation also.**

However, WBSEDCL reserves the right to depute its Engineers for carrying out inspection and testing on the offered lot as per relevant Indian Standard and our Technical Specification and also reserves the right to reject either raw materials or finished products found to be not complying with the requirement of the specifications and standards.

The supplier shall give at least 15(fifteen) days prior intimation about the readiness of the Meter and Meter Box at the Works for testing and inspection. The supplier shall extend all facilities for such inspection and testing for which no extra cost shall be charged and the inspection report shall have to be signed jointly otherwise the offered lot(s) shall be treated as cancelled.

Delivery of the Meter and Meter Box shall be done after having the dispatch clearance from

the C.E (DTD) with approval of the supplier's test reports and the supplier should send intimation to the office of C.E(P&CD) and also to the C.E.(DTD), WBSEDCL regarding dispatch of Energy Meters to stores immediately after dispatch.

Inspection of further lot against the order will be arranged by the inspection authority, after receipt of confirmation regarding physical delivery to our store.

WBSEDCL will carry out re-testing of the supplied meters at their Laboratory in presence of supplier's representative after delivery at different stores. In case the supplied meters are not found in order during testing, the lot will be declared defective and in that event meters are to be replaced by the manufacturer free of cost including free transportation from the site to their works and back.

Acceptance test as per the Technical Specification will be carried out before delivery of the replaced meters.

c) RE-TESTING CHARGE:

In case of failure to present the offered quantity of equipment/materials during inspection (i.e. fake offer) or in case the materials/equipment of any offered lot fails during type/factory acceptance test, retesting charge will be claimed @ **Rs. 50,000.00 plus GST as applicable** for carrying out each subsequent inspection of that particular lot. The date of re-offer will be the date of submission of re-offer along with Routine Test Certificate (RTC) & copy of Duplicate Carbon Receipt (D.C.R.) against the re-testing charge.

d) In case of outstation inspection, arrangement for to and fro journey/stay at that place will be made by WBSEDCL and the expenditure for the journey/ stay will be made by WBSEDCL.

7) DESPATCH:

(i) Except Energy Meter:

(a) The supplier after receiving dispatch clearance from the respective inspection Authority/Purchaser shall deliver the equipment/materials suitably packed to the Stores located in West Bengal as instructed. The materials are to be booked by Road only and the same should be suitably packed and fully insured against all risks and deliver the consignment as per dispatch instruction to be communicated in due course. Immediately after dispatch of materials/equipment by Road, the supplier shall notify the purchaser and consignee officer about value of consignment, weight and dimension of consignment by FAX and post copy by Registered Post the relevant documents on the strength of which the consignment can be taken delivery at destination.

(b) Materials/equipment as per dispatch clearance shall have to be dispatched within the stipulated period of the order and inspection of further lots against the said order will be arranged by the inspection authority.

(c) In case the inspected materials/equipment are not delivered within one month after the stipulated period of order, without any valid reasons, the dispatch clearance already issued against the said lot shall be considered to be withdrawn and materials/equipment shall have to be re-offered for inspection and testing and re-testing charges as per Clause- 6(c) will be levied for such cases also.

(ii) Energy Meter :

Energy meter and meter box as per dispatch clearance shall have to be dispatched within the stipulated period of the order and inspection of further lots against the order will be arranged after receipt of confirmation regarding physical delivery to our stores by the inspecting authority and for this purpose a copy of the receipted challan by our store is to be submitted along with the offer for inspection and testing.

8) PACKING:

i) Except Energy Meter:

The materials/equipment shall have to be securely packed in transportable lots as indicated in the technical specifications. If the materials/equipment are found acceptable after inspection and testing, the same shall be suitably sealed by our Inspecting Officer. Due care shall have to be ensured during transportation to keep the packing and seal intact for acceptance by consignee stores.

ii) Energy Meter:

The Energy meter and Meter Box shall have to be securely packed in transportable lots as indicated in the Technical Specification. If the meter and meter box are found acceptable after inspection and testing, due care shall have to be ensured during transportation to keep the packing intact for acceptance by consignee stores.

9) DELIVERY:

- a) Commencement period with firm quantity in the delivery schedule shall have to be mentioned and thereafter monthly/quarterly delivery schedule within WBSEDCL delivery Period should be specifically mentioned in the “Schedule of Bids”.

In the event of failure to supply the ordered quantity by the selected Vendor as specified in the delivery schedule, the delegated authority of the Company will be empowered to reduce the ordered quantity of the selected Vendor after the expiry of the delivery date as specified in the schedule of delivery which corresponds to 1/3rd of the total ordered quantity. The total ordered quantity will be reduced in proportion to the quantity undelivered assessed up to the period mentioned above. The quantity so reduced will be allotted proportionately to the other selected Vendors to whom the orders have been placed in the same tender and who have adhered to the delivery schedule. Allotment so made shall under no circumstances exceed the offered quantity of the respective selected bidder and the limit as per the Vendor rating policy. In the event, the allotment is not possible for reasons due to above limitation, the said allotment may be considered to the non-selected bidders to the extent of limit as per Vendor rating policy and who had matched L₁ evaluated rate and will consent to adhere the allotment.

- b) If the scheduled last date of submission of inspection offer falls on holiday(declared by Govt. of West Bengal) or Saturday or Sunday, next working day will be treated as last date of submission of inspection offer.
- c) The date of receipt of offer for inspection of the materials/ equipment along with works test certificate will be treated as the date of delivery of that particular lot provided the materials pass in inspection and testing. Delay in offer beyond the delivery schedule to be incorporated in the order shall attract imposition of L.D. as per L.D. Clause. The materials should reach the destination store within:
- i) **21** working days from the date of issue of the Dispatch Instruction for the manufacturer located outside state.
- ii) **10** working days from the date of issue of the Dispatch Instruction for the manufacturer located within West Bengal. Otherwise L.D. will be levied as per L.D. Clause.

Delay beyond the date of delivery as per schedule of Purchase order shall attract imposition of L.D. as per L.D. Clause.

d) CHECKING OF MATERIALS/EQUIPMENT AFTER DELIVERY:

The materials delivered to consignee stores will be subjected to re-inspection / re-testing in presence of authorized representative of suppliers for which due notice in advance will be furnished by the CE. (DTD)/Addl. C.E (DTD)/ In charge of Zonal Testing Unit. If any

discrepancy/ dispute in quality arises in any sample selected from a lot, the supplier shall have to replace that specific lot at the Supplier's cost and WBSEDCL reserves the right to take any penal action whatsoever without any further reference.

10) SUBMISSION OF CHALLAN & GST DOCUMENTS:

Copies of Challis in triplicate are to be submitted to the consignee along with the materials/equipment at the time of physical delivery. The original and duplicate copies of the Challan duly signed by the Consignee Officer as indicated in the payment clause, will be returned to the supplier. The original signed Challan and Store Test Report if conducted shall have to be submitted along with the bill to the Paying Authority for payment. The original copy of the GST document (if applicable), which is required to be submitted along with the bill for re-imburement, need not be submitted to the consignee along with the Challan. It is the responsibility of the supplier to retain the original GST document even if the same is sent along with the transporter.

11) LIQUIDATED DAMAGE FOR DELAY IN DELIVERY:

The time of delivery (successful offer for inspection) of the equipment/materials are to be treated as an essence of the contract and the WBSEDCL reserves the right to repudiate the contract, if the equipment / materials are not offered for inspection within scheduled delivery period and physically delivered within stipulated period as per physical delivery clause. But The Chief Engineer, P&C Dept., may at his discretion waive this condition and accept the material with imposition of liquidated damage @ 1/2% of the value of the materials of the particular lot offered and/or delivered beyond the schedule delivery period for each week of delay or part thereof up to 10(ten) weeks and @ 1% of the value per week beyond 10 weeks subject to **maximum of 10% of the particular lot and accept the goods beyond the stipulated period.** Liquidated damage, if any involved, shall be recovered from the outstanding bills/ Bank Guarantee.

12) ADDITIONAL LIABILITIES:

The WBSEDCL shall not take any additional liability towards enhanced taxes, duties and **price variation** beyond the scheduled delivery period as incorporated in the purchase order, if the delay is due to any failure on the part of the supplier.

13) IMPORT & EXPORT LICENCES :

For imported equipment, orders will be subject to grant of an import license by the appropriate authority. The purchaser will arrange for necessary license.

The tenderer offering equipment manufactured outside India shall clearly state in his tender that there is no export restriction in the country of manufacture and the manufacturer do not anticipate any difficulty in obtaining necessary export license within a reasonable time from the date of issue of Letter of Intent.

14) REPEAT ORDER:

With due consent of the supplier the WBSEDCL may place repeat order within a period of six (6) months from the date of completion of delivery as per the order to cover approximately 50% of the ordered quantity on successful performance of the contract and on the need of the WBSEDCL, on the basis of existing rates, terms and conditions.

The repeat order may also be placed within one year from the date of issuance of original order subject to successful completion of delivery as per the order to the extent of at least 75% of the quantity ordered.

15) RISK PURCHASE:

The time of delivery (offer for inspection) or physical dispatch stipulated in the purchase order shall be deemed to be of the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the said purchase order/contract/letter of intent, the purchaser shall be entitled to purchase such consignment or if not available, the best and nearest available substitute elsewhere on the account and at the risk of the supplier or to cancel the contract and the supplier shall be liable to compensate for any loss or damage which the purchaser may sustain by reason of such failure on the part of the supplier. The Company at its discretion may not issue subsequent tender if earlier Purchase Order against earlier tender is not executed fully.

If there is a failure to execute the contract fully, WBSEDCL reserves the right to invoke Bank Guarantee/forfeit Earnest Money deposit/cash security to the extent of loss so suffered by the WBSEDCL on risk purchase or otherwise, and may deduct the additional amount, if any, so incurred by the Company from other claim / bill lying with the WBSEDCL.

16) LEGAL JURISDICTION:

If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be subject to settlement under the jurisdiction of **Courts in Kolkata** only.

17) FORCE MAJEURE:

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

18) GST:

The Purchase Order price is exclusive of GST(as applicable) and the same will be paid extra, on production of original documentary evidence at the rate applicable at the time of physical delivery provided the physical delivery is made within the stipulated delivery time as per delivery clause from the date of issue of dispatch instruction and the offer of inspection is received within the schedule delivery period given in the Purchase Order. In case however, the materials / equipment are offered for inspection after schedule delivery period, GST will be paid at the rate prevailing at the time of schedule delivery period or at the time of actual delivery whichever is lower, unless any amendment in this regard is issued by the Ordering Authority. **TDS under GST will be applicable.**

19) EXCISE DUTY: Deleted.

20) ISSUE & SUBMISSION OF E-WAY BILL:

E-Way Bill shall be generated by the supplier for the movement of materials/equipment from manufacturer's unit location to the WBSEDCL stores. WBSEDCL's GSTIN is **19AAACW6953H1ZX**.

21) CANCELLATION / TERMINATION OF ORDER (if placed):

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

22) SUBMISSION OF DRAWING:

The tenderer must submit 5 (five) copies of drawing within 10 (ten) working days from the next date of issue of Purchase Order as per indication in the Technical Specification. Any delay in submission of Drawing beyond the above stipulated period shall attract imposition of Liquidated Damage (L.D) as per L.D. Clause on entire Purchase Order value.

23) QUALITY ASSURANCE PROGRAMME:

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

24) LIMITATION OF LIABILITY:

Except in cases of gross negligence or willful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. This limitation shall not apply to the cost of repairing or replacing defective equipment/solutions.

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**PURCHASE PROCEDURE OF PROCUREMENT & CONTRACT DEPARTMENT,
WBSIEDCL FOLLOWING REVISED PURCHASE POLICY**

PART-A

TENDERS

Normally Tenders are of following types:

1. Global Tender: Global tenders are resorted to when the material or equipment is not available indigenously. The procedure laid down for imports as per Government's current policy shall be followed in regard to such tender. Approval of Competent Authority is to be taken before inviting Global Tenders.

One Office Order No. 4 Dated 20.04.2010 regarding Policy for Procurement of materials by issuing open/global tender of the Chief Engineer and Material Controller of WBSEDCL was issued with the following direction for **Procurement By Issuing Global Tender:-**

Global tender will be done for procurement of the following category of equipment/material, if estimated amount of Tender becomes more than Rs.10 Crore:-

- i) The equipment/materials which are not manufactured in the Country.
- ii) The equipment/materials for which atleast three bidders did not submit tenders in the last occasion.
- iii) The equipment/materials with recent technological development, which could be used or have been used in National/International Power Utilities with greater advantage, will be procured through global tender.
- iv) Procurement of the equipment/materials, which the existing workforce of WBSEDCL find difficult to use or replace in the system, should be normally avoid through global tender. However, in, need, these materials could be inducted after imparting necessary training to the workers.
- v) Procurement through global tender may be made for the equipment/materials whose lead time in Indian Market is more than three months from the date of NIT to the date of Purchase order.
- vi) For keeping the inventory carrying cost minimum, procurement through global tender may not be made for the equipment/materials for which deferred delivery i.e total delivery distributed through 5-6 months will have to be effected as per the necessity.

All payment for procurement through global tender will be made in Indian Rupee.

2. Open/Public Tender: Public tenders may be invited in single part bid or two part bid system. It shall be as per prerogative of Competent Authority to decide the type of tender to be called i.e single part bid or two part bids i.e One Part or Two Part Tender.

For Procurement of Equipments/materials, from P&CD, WBSEDCL, it should be two part bids. Bidding procedure has been mentioned in the Bid Document.

3. Limited Tender: Limited tenders may be invited in single part bid or two part bid system. It shall be with the approval of Competent Authority mentioning the names of proposed vendors.

From P&CD, WBSEDCL,

- i) Some materials, especially Rail poles, M.S channel, Angle, Flat, “H” Beam (non galvanized type), one variety of Rolled steel Joist etc. may be procured from the Category 1 Producers as per ORDER vide Memo no. 893-ENC/2024 dated 04.09.2024 of the Engineer-in-Chief & Ex-Officio Secretary, PWD through Limited Tendering with single part bidding systems.

The terms & condition of the NIT in respect of submission of Security Deposit, imposition of liquidated damage and inspection & testing may be exempted for procurement of steel materials from the public sector undertakings. Submission of Bank Guarantee for advance payment against proforma Invoice/offer letter may also be exempted for them. For procurement of steel materials from the private sector enterprises, the terms & conditions of NIT in respect of imposition of liquidated damage may only be exempted.

In case of exigency/non-response/delayed response from Category 1 Producer and at the discretion of WBSEDCL, procurement from Category 2 manufacturer as per ORDER vide Memo no. 893-ENC/2024 dated 04.09.2024 of the Engineer-in-Chief & Ex-Officio Secretary, PWD through normal tendering Process as per Revised Purchase Policy of WBSEDCL may be made.

- ii) For providing Insurance coverage to different important installations, machineries, equipment, structures etc., Limited Tendering in single part bids may be done.

4. Single Tender: Single tender should normally be avoided. However this may be resorted to, only in case of emergency, specialized job/ procurement, jobs of small value and procurement against proprietary items with the guideline mentioned in Revised Delegation of Power. As the competition is excluded in this form of Tenders, necessary precautions must be taken in selecting the Contractor and the rate should be reasonable.

5. Tender for Rate Contract: Rate Contract is used for carrying out routine Capital/Revenue works, required in a regular fashion in Grass root work and cost involvement is low so that frequent tendering process can be eliminated and thereby there will be improvement in supply demand cycle whenever required by cutting down the paper work and time.

Rate Contracts are normally valid for 2(two) years with a provision of further extension of one year. Contractors empanelled for one category can not be awarded order against other category.

1. The Registration of Contractors under different categories of supply items is to be done through open tender.
2. Tender should be invited in two part bidding system.

3. Quoted Rate(s) may be Firm / or variable as per approved PV formula for the rate contract period of 2 years with provision for extension of one year. Effect of Price Variation would be given as per approved formula mentioned in the tender specification. The variable price shall be updated and declared by purchaser from time to time during the period of Rate Contract.
4. Minimum qualifying parameters shall have to be specified in the NIT/Tender documents.
5. Estimated rates of each item shall have to be indicated in the tender schedule.
6. It is to be mentioned in the NIT/Tender documents that 'Lowest acceptable rate' (to be decided by WBSEDCL) shall be offered to all techno-commercially qualified parties for execution of work/supply of material during the tenure of contract period.
7. Based on the offers received from the parties, a list of the parties will be made on ascending order of their offers received, subject to their acceptance of L1 rates.
8. L1 and other parties (from the aforesaid list of parties), upto the number of parties required shall form the list of empanelled parties.
9. **Enlistment of Contractors/Repairers for the following items will be done from Procurement & Contracts Department, WBSEDCL:-**

- a) Repairing of Distribution Transformer
- b) Procurement of Re-wireable porcelain fuse unit (Kit-kat) of different rating.
- c) Procurement of GI Stay set (HT<), GI Earth spike
- d) Procurement of PCC Poles
- e) Transport excluding Hills & Riverine Areas.

10. Reward to L1 bidders:-

- a) **PCC Pole** - Additional 100 nos. PCC pole against each allotment will be awarded to L1 Bidder subject to maximum of production capacity of the bidder for that period.
- b) **DTR Repairing** - Additional one adjacent district will be awarded to L1 Bidder. For the purpose of determination of L1 bidder, evaluation will be done on **composite basis** considering all material and labour charges for the tendered item.

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**PURCHASE PROCEDURE OF PROCUREMENT & CONTRACT
DEPARTMENT, WBSEDCL FOLLOWING REVISED PURCHASE POLICY**

PART-B

1.0 INTRODUCTION: To streamline the activities of **Procurement & Contracts Department** (P&CD), WBSEDCL in a structured manner to ensure the expeditious finalization of different tenders for procurement of material/equipment against specific requirement of User Department through constitution of core committee that will deal with finalization of every tender preferably on inter-action amongst the members of user department, purchase dept & in-house finance department.

2.0 TENDERING PROCESS: Prior to functioning of **Core Committee**, the respective Purchase Wing will promptly take desired actions for tendering process after observing the following broad aspect.

2.1 On receipt of requisition in prescribed formats from User Department, Purchase Advice shall be issued considering the following:

a) For items normally procured from PROCUREMENT & CONTRACT DEPT and the specification is in existence with WBSEDCL website –

- i) Considering stock in hand & pipeline.
- ii) Average Consumption pattern in last 12 months.
- iii) Clear provision in material budget
- iv) Source of fund as indicated by the Requisitioning Authority
- v) Actual quantity assessed for phase wise procurement keeping in mind Market fluctuation, blockage of fund and rate of use in consultation with user department, local finance and respective Purchase Wing for issuance of PA.
- vi) Paper Notice shall be given for Pre-tender conference in line with revised Purchase Policy.

b) For material and/or new items which are not normally procured by PROCUREMENT & CONTRACT DEPT(P&CD):

- i) Requisition will be clearly spelt out mentioning the special provision with justification and Chief Engineer, P&CD will ultimately justify its market availability.
- ii) The above type of requisition should be submitted well in advance for preparation of specification in a rational manner.
- iii) Specification shall be made within maximum one month and shall be posted in WBSEDCL website
- iv) Paper Notice shall be given for Pre-tender conference in line with revised Purchase Policy,

2.2 Purchase Advice will be issued by the Superintending Engineer (Monitoring), P&CD within seven days after pre-tender Conference and endorsed the copy of the same to the Billing Purchase Wing of P&CD with copies to others concerned.

a) Pre-tender Conference: After posting of technical specification in website before NIT publication, pre-tender conference may be arranged by Procurement & Contract Department by paper notification. This is for exchange of knowledge and knowledge up gradation and in cases where the manufacturers/suppliers having a considerable amount of expertise in any specific field and thus being able to offer details not spelt out in the specification or suggesting variation from the specification. In such cases, technical expert who finalize the technical specification, could consider the different proposals and arrive at revised specification which will be considered for NIT. But definitely not to restrict participants and specification should not be varied on each occasion of tendering. Revised specification shall be reposted in website replacing the old one.

2.3. NIT will be issued within seven days from the date of issue of Purchase Advice by concerned Purchase Wing.

2.4 Rates may be obtained from other Power utilities for similar items for comparison.

2.5 Tender Document with specifications may be made ready after pre-tender conference for sale to all applicants after issuance of Purchase advice. The date of pre-bid discussion is to be indicated in the said document to avoid further correspondence with the applicant.

2.5.1 Pre-bid Meeting: This shall be done before submission of bid on due date at least 7 days prior to bid opening, amongst all intending bidders and requisitioning authority, Dist.P&E Dept respective SE (Purchase), SE(Monitoring) and Head of Local Finance not below the rank of Manager(F&A), for discussion on the following:-

- i) Clarify all techno-commercial issues.
- ii) The intending bidders shall be intimated to submit the copy of tender specification and all other tender documents duly signed in all pages and also in the minutes of Pre-bid meeting along with bid. No separate terms and conditions shall be mentioned in forwarding letter or any where else in the Bid documents except in Deviation Sheet.
- iii) List of Orders in hand, along with Order values to be executed within one year of bid submission, shall have to be submitted by the bidders with self attestation along with bid, if not mentioned in CHECK LIST of Tender specification, for submission.
- iv) Any correction (may be misprint or typographical error) in the specification noticed before pre-bid meeting OR pointed out by any prospective tenderer shall be noted, checked and if required modified in the meeting.
- v) MOM should be prepared and signed by the prospective participating tenderer as well as representative of WBSEDCL during the pre-bid conference.
- vi) Prospective tenderers who are absent during pre-bid meeting are to be advised in writing about the outcome of the deliberations.

2.6 The concerned Finance Head of P&CD and respective Purchase Wing will attend the pre-bid meeting for clarification.

2.7 EMD and Techno-commercial part of two-part tender shall be opened on the due date of opening as specified in NIT.

2.7.1 One set of tender document shall be sent to local finance for commercial evaluation complete in all respect, considering the following aspects

- a) Checking & Verification of “Mandatory submission of Documents’ in respect of commercial aspects against 'CHECK LIST’
- b) Acceptance of commercial terms & conditions as per GCC, whether Deviations in Deviation Sheet are acceptable or not, by giving reasoning in the evaluation sheet.
- c) Total value of Orders to be executed within one year of bid submission as declared by the party along with bid together with the total value of orders from WBSEDCL, which are yet to be executed partly or fully, may be compared with Annual Turnover as follows-

Pro-rata annualized value of the orders in hand corresponding to the contract period along with offered quantity equivalent to the estimated value of tendered item/items, for the tender under process, should not exceed 150% of the Average Annual Turnover during last three completed financial years.

2.7.2 One set to respective Purchase Wing for technical evaluation complete in all respect considering the following aspects:

- a) Checking & Verification of “Mandatory submission of Documents’ in respect of technical aspects against 'CHECK LIST’
- b) Acceptance of Technical offer in respect of design parameters, submitted GTP, Supply credential of identical or similar items to supply GOVT or Power Utility in last three financial years, Type Test Report etc.
- c) Whether Deviations in Deviation Sheet are acceptable or not, by giving reasoning in the evaluation sheet

2.7.3 Both the Technical and Commercial evaluations from procurement and Contract department, shall be placed before Core-Committee-I as mentioned below for observation, consideration and subsequent recommendation for opening of respective price bids.

3.0 FORMATION OF CORE COMMITTEE:

Two separate Core Committee as constituted to finalize 'Techno-Commercial and Price Evaluation' process are detailed hereunder:-

3.1 Core Committee-I as constituted to function for technical & commercial evaluation shall consist of the following officials:

Chief Engineer P&C Department : Chairman

Engineers of the concerned Purchase Wing, P&CD : Members

The representative Engineers from Dist. P&E, Dist. Testing Dept., : Members

Requisitioning Authority : Members

Superintending Engineer (Monitoring), P&CD : Convener Secretary

Head of F&A Wing of P&CD : Member

3.1.2 Functions of Core Committee-I: The committee shall discharge inter alia the following functions:

- Shall make specific and clear recommendation of the name of the applicants for opening the price bid.
- Issue letter to non-eligible applicants stating reasons thereof .

3.1.3 In-house action of P&CD shall cover the following items:

- Price bid shall be opened within ten days from the date of the meeting of Core Committee-I with due intimation to the eligible applicants in their presence as per norms and comparative bid statement shall be prepared preferably within 7 (seven) days thereafter.
- The comparative bid statement shall be sent to local finance immediately thereafter.
- Local finance will re-check the comparative bid statement and compare the rate with updated price of previous tender and performance of bidders in respect of delivery. The entire case may be sent to concerned Purchase Wing within 7 (seven) days for price matching and placement to Core Committee-II for finalization of tender immediately thereafter.

3.2 Core Committee-II as constituted to function for commercial evaluation and finalization of tender, shall comprise the following officials:

Chief Engineer P&C Department:	Chairman
Engineers of the concerned Purchase Wing, P&CD:	Members
Superintending Engineer (Monitoring), P&CD:	Convener Secretary
Head of F&A Wing of P&CD:	Member

3.2.1 Functions of Core Committee-II: The committee shall discharge inter alia the following functions:

- To clear any anomaly in tender finalization
- Subsequent allocation following Purchase Policy, Vendor rating etc.
- Shall recommend for finalization of tender.
- If required, recommendation for placement to STC(Standing Tendering Committee)

3.3 Standing Tendering Committee (STC) for Purchase & Procurement and other tendering activities from P&CD, WBSEDCL.

- As per SDOP
- Any Co-Opted Members, if felt necessary by the Chairman,STC

4.0 **TIME FRAME**: The following tentative time frame shall have to be adhered to:

4.1 Sale of tender and due date of opening of techno-commercial : 30 (Thirty) days Maximum part indicating date of pre-bid discussion

4.2 P&CD's action prior to forwarding it to the Core Committee-I: 20 (Twenty) days

4.3 Core Committee-I's recommendation including evaluation at P&CD,

- If there is no deviation in technical specification & commercial aspect:7 (Seven) Days.
- Price bid opening and preparation of comparative statement, comparison with updated price, comparison with other Power Utilities and delivery performance of bidders and vetting by Head of local finance of P&CD:20 (Twenty) days

4.4 Core Committee-II's final observation (including finalization of draft agenda)

- If there be no question of price negotiation (for price matching) with L2, L3 bidders : 10 (Ten) days
- If there be any price negotiation (for price matching) with L2, L3 Bidder: 20 (Twenty) days

4.5 Vendor Rating : To be obtained before Opening of Price Bid .

4.5A. Vendor Rating Committee - One Multi disciplinary Committee has been constituted by Director (Distribution) with the following members for evaluation of vendor rating as per ANNEXURE-B of Revised Purchase Policy of WBSEDCL

The Chief Engineer (P&CD)	Chairman
The Chief Engineer (P&E)	Member
The Chief Engineer (DTD)	Member
The Chief Engineer (Distribution) South	Member
The Concerned Additional Chief Engineer	Member
The Additional General Manager (F&A)	Member
The Concerned S.E/D.E	Member & Convenor
The S.E (Inspection)	Member
The S.E (monitoring)	Member

4.6 STC Meeting including preparation of STC Agenda from Core Committee-II to Placement to Corporate Finance and subsequent Board Committee & Board of Directors (including preparation of Agenda) : 20 (twenty) days

5.0 COMPLETION TIMELINE:

- a) The entire Purchase procedure shall have to be completed within 90 (Ninety) days counted from the date of opening of tender for Tender value within the power of CMD as per SDOP.
- b) The entire Purchase procedure shall have to be completed within 105 (One hundred & five) days counted from the date of opening of tender for Tender value within the power of Board Committee & Board of Directors as per SDOP.

6.0 RECOMMENDATION:

- a) Standing Tendering Committee shall normally recommend award of contract to the tenderer in line with Revised Purchase Policy when their offers are within minus 15% to plus 5% of updated unit landed price or estimated value of the item whichever is higher.
- b) When the lowest valid offer is more than plus 5% of updated unit landed price or estimated cost value whichever is higher, recommendation will be based on the merit of the case :
 - i) Award of contract with justification for approval from competent authority, depending upon the contract value and also percentage rise of unit landed rate.
 - ii) Cancellation of the tender.

- c) In case the lowest valid offer is lower than 15% of the updated unit landed Price or estimated value, justification/clarification from the party for workability of such lower offer and satisfy ordering authority for reasonability of rate shall be asked for and put up recommendation for award of contract to the lowest tenderer.

In case the workability is not established, STC may resolve towards cancellation of the tender.

7.0 DEVELOPMENT OF NEW VENDORS

To develop new Vendors, promotional orders will be restricted up to 10% of the total quantity for which orders are being placed against any tender.

The original equipment manufacturers, who do not have requisite supply credential against Govt./PSU/State Electricity Utility tenders and intend to participate in the tender to introduce their unit, may apply for promotional order by submitting Earnest Money on 10% of estimated value of the tender at the rate as specified in the Clause no. 5.00 of Revised Purchase Policy and as specified in the NIT. Bidders who have applied for Promotional Order have to submit a declaration of having no supply credential against Govt./PSU/State Utility tenders.

The techno-commercial bids for promotional order shall be processed separately after finalization of Original tender subject to satisfactory techno-commercial qualification as per submitted bids and subsequent successful factory inspection report.

Maximum 5(five) nos. new parties according to their financial capabilities and best Turnover for last financial year shall be eligible for promotional order. In case of single promotional bidder, maximum allotted quantity will be up to 5% of the original order quantity.

A particular party can obtain maximum one promotional order against one particular category of item. However the manufacturer who will get the promotional order for higher rating of material/equipment will not be eligible for placement of any promotional order for the lower rating of material/equipment in the open tenders or subsequent limited tenders.

Eligible Bidders should supply the materials at L1 evaluated rate as per original finalized tender.

However placement of Promotional Order is not mandatory for each tender and shall be processed at the discretion of WBSEDCL.

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E-Tendering Policy and E-Tendering Procedure

E-Tendering Policy and E-Tendering Procedure

It has been adopted vide Office Order No. 901 dated 10.11.2014 of the Director (HR), WBSEDCL. Subsequently many amendments were issued to accommodate the need of the system including latest amendment dated 08.09.2025.

This Policy and Procedure will be applicable for all procurement works and services having estimated contract value of Rs. 1 Lakh excepting items listed under “specific exclusion”. However, the single bid system or two bid system of tender for the purpose of e-tendering shall be adopted as per applicability and in line with the CVC guideline. The activities falling outside the scope of and coverage of e-tender will be considered under the conventional system of tendering as per present policy and guideline in force.

It has further been decided that the portal for e-tendering would be National Informatics Centre (NIC). The procedure for e-tendering contains details relating Process, Duties & Responsibilities, Special situations, General applicability.

In Case any modification/alteration of any clause of the E-Tendering Policy and E-Tendering Procedure is felt necessary, the matter may be referred to the Chairman and Managing Director of the Company who is competent to take a decision for administrative convenience with information to the Board.

Policy of e-Tendering in WBSEDCL

1. Preface: This document containing broad guideline for e-Tendering for all procurement, works and services excepting the items/activity appearing in the ‘Specific Exclusions’ is framed with an objective that it would help all concerned in adopting the proposed automated, web-based e-Tendering System for online evaluation and thereby reducing the human intervention in evaluation of tender, reduction of cycle time tendering and uniformity in practice. However, any improvement /modification to these guidelines may be adopted by WBSEDCL with the approval of CMD, WBSEDCL.

2. Portal of e-tendering: The portal for e-tendering procedure would be NIC, until further amendment.

3. Scope & Coverage: The e-Tendering system will cover the following:

- A. Any tender having Estimated Contract value (ECV) of Rs.1 Lakh and above unless appearing in “Specific Exclusions”.
- B. All the steps involved starting from hosting of Tenders (based on approved and financially concurred estimate/indent) till outcome of L-1 Bidder is covered like Creating and Hosting of NIT, Downloading and submission of bids, Opening of Tender and Evaluation of bids online on the e-Tendering portal of NIC with validation of Tender Committee.
- C. The single bid system or two bid system of tender for the purpose of e-tendering should be adopted as per applicability and in line with CVC Guideline.
- D. The activities falling outside the scope and coverage of e-tender would fall under conventional system of tendering as per present policy and guideline in force.
- E. Any aspect not covered in this document, shall be guided by existing policies and amendments made thereto.

4. Specific Exclusions:

A. Procurement

- I) Medicines and Medical Equipment & allied consumables.
- II) Steel and Iron materials from Primary Producers.
- III) Procurements under approved rate contracts finalized through tendering.
- IV) Spares of Original Equipment Manufacturer (OEM) or the authorized agencies of OEM.
- V) Procurement of emergent nature arising out of the event of contingencies.
- VI) Finalization of rate contract in respect of L.T Spacer.

B. Works

- i) Erection work covered in schedule of Erection Rates.
- ii) Emergency Repairs & Maintenance at Hydro-electric Projects/ Stations & Pumped Storage Projects/Stations.
- iii) Overhauling of Equipment & Machinery by OEM or their Authorized Agencies.
- iv) Erection of stalls and pavilions at trade fairs and exhibitions.
- v) Part or portions of erection work not covered in scheduled of Erection Rates & that the estimated contracted value of that part or portion is less than Rs.1 Lac.

C. Services

- (i) HT line LT Line maintenance via mobile van services including any services covered during night
- (ii) Operation of Substation.
- (iii) Meter reading
- (iv) Courier Services
- (v) Hiring of vehicle
- (vi) Repairing of Vehicle
- (vii) Procurement of Railway & Air Ticket
- (viii) AMC & Repair maintenance of IT articles, AC Machines, Electricals Gadgets & EPABX
- (ix) Up Keep and services of Canteen
- (x) Upkeep and services of Inspection Bungalow and Guest House
- (xi) Appointment of Auditor, Cost Auditor, Secretarial Auditor as required under Companies Act, 2013
- (xii) Appointment of Tax Auditor as required in Income Tax Act 1961
- (xiii) Identification & Valuation Services
- (xiv) Consultancy on legal & allied law Services
- (xv) Taxation & Regulatory services.
- (xvi) Services rendered by Specialized bodies in the field of Geology, Environment & Hydrology, Metrology, Electricity, Survey.

- (xvii) Services related to Physical Stock verification
- (xviii) Services for Special Audit undertaken by the Company
- (xix) Web enabled services as a complementary service to the ERP system
- (xx) Coverage of Insurance.
- (xxi) Services related to Measurement of items of Stores
- (xxii) Investment of fund.

D. POWER PURCHASE

Long Term Power Purchase

5. Nodal Officer:

Nodal officers in each Zone, Hydel Head Quarter and at Vidyut Bhawan would be entrusted with the following functions:-

- a. To co-ordinate and correspond with the service provider, Bidders, User Departments and other concerned authorities such as Banks, Auditors etc. for the effective and efficient implementation of e-Tendering.
- b. Arrangement of Training to Bidders and Departmental Users for adoption of automated web based e-Tendering mode.
- c. To coordinate for the Infrastructure development for the proper implementation of the e-Tendering system.
- d. To arrange necessary helpdesk for online and offline support to different stakeholders of the system.
- e. To arrange and update the Digital Signature Certificate for departmental users.
- f. To arrange Publicity and facilitate change management for smooth migration from manual system of tendering to electronic mode.
- g. To assist the user departments in finalizing the different formats of documents etc. for the e-Tendering system.
- h. To Administer the e-Tendering Application and Online User Management.

Procedure of E-Tendering at WBSEDCL

6. THE PROCESS:

- A. I)** Tender for the sanctioned and financially concurred estimates will be published on the e-Tendering portal by authorized officials of WBSEDCL with Digital Signature Certificate (DSC). The authorized

officials for this purpose will be the HOD of the concerned unit or department located at Vidyut Bhawan. In respect of units located outside Vidyut Bhawan, the head of offices or units shall be the authorized official for this purpose. The tender may also be created by an official not below the rank of Class-I officer as authorized by the HOD or head of office for the same office/unit/department, publishing the tender provided that HOD or Head of Office is not below the rank of Additional Chief Engineer and the authorization shall be with prior approval of concerned Director. While creating/publishing the tender the “Bid Openers” will be identified who will be essentially be the Tender Committee. The number of bid openers will be three.

II) The tender Committee shall necessarily mean the following for all the office/units/departments having unique accounting code & located outside Vidyut Bhawan:

- i) Senior most official of Engineering disciplined of the office/unit/department.
- ii) Senior most official of finance & Accounts discipline of the same office/unit/department
- iii) Senior most official of HR & A disciplined or Senior most official of Establishment section of the same office/unit/department where official of HR & A discipline is not available.

However if the Senior most official of the Engineering discipline is in the rank of Additional Chief Engineer or Chief Engineer, he/she may consider to authorize any other official(s) of the same discipline not below the rank of Superintending Engineer to substitute to act as the member of the tender committee with the prior approval of concerned Director. The act of substitution cannot be resorted to be a temporary measure but to ensure convenience and can be changed only in the event of transfer & other unavoidable reasons. The number of such substitution can exceed one which would be dependent on multifariousness of the activity and related field of the said offices/unit/department.

III) For office/unit/department located within Vidyut Bhawan having unique accounting code following members would be deemed to be the member of the tender committee, unless separately constituted:

- i) Senior most official of Engineering Discipline of an office/unit/department.
- ii) Senior most official of Finance & Accounts discipline of the same offices/unit/ department or any official nominated by Senior most official of Finance & Accounts discipline of the same offices/unit/department having more than one Class-I officer under Finance & Accounts Discipline with the approval concerned Director. The nomination shall not be on temporary basis & can be changed only in the event of transfer & other unavoidable reasons.
- iii) Senior most official of HR & A discipline where exists, else any official of Establishment section of the same offices/unit/department as nominated by the Head of Office/HOD/Head of unit as the case may be.

However, if the senior most official of the Engineering discipline is in the rank of Additional Chief Engineer, he/she may consider to authorize any other official(s) of the same discipline not below the

rank of Superintending Engineer to substitute to act as the member of the tender committee with the prior approval of concerned Director. The act of substitution cannot be restored to be a temporary measure but to ensure convenience and can be changed only in the event of transfer & other unavoidable reasons. The number of such substitution can exceed one which would be dependent on multifariousness of the activity and related field of the said office/unit/department.

IV) For office/unit/department located within Vidyut Bhawan not having unique accounting code, following members would be deemed to be members of the tender committee, unless separately constituted:

- (i) Senior most official of Engineering Discipline of office/unit/department.
- (ii) Senior most official of Finance & Accounts discipline of office/unit/department who performed the activity relating to local Finance.

Or any official nominated by Senior most official of Finance & Accounts discipline of the said office/unit/department having more than one class-I officer under Finance & Accounts Discipline. The nomination shall not be on temporary basis & can be changed only in the event of transfer & other unavoidable reasons.

Or any official of F& A discipline who has been assigned to work as local Finance.

- (iii) Senior most official of HR& A discipline where exists, else any official of Establishment section of the same office/unit/department as nominated by the Head of Office/HOD/Head of unit as the case may be.

However if the Senior most official of the Engineering discipline is in the rank of Additional Chief Engineer or Chief Engineer, he/she may consider to authorize any other official(s) of the same discipline not below the rank of Superintending Engineer to substitute to act as the member of the tender committee with the prior approval Concerned Director. The act of substitution cannot be resorted to be temporary measure but to ensure convenience and can be changed only in the event of transfer & other unavoidable reasons .The number of such substitution can exceed one which would be dependent on multifariousness of the activity and related field of the said offices/unit/department.

(V) For unit/department/cell falling under Corporate having no accounting code, following members would be deemed to be the members of the tender Committee, unless separately constituted and unless separately constituted or assigned as the case may be:

- (i) Senior most official of a unit/department/cell
- (ii) Official of Finance and Accounts discipline posted at F.A Cell, Corporate or Establishment Corporate to be assigned by concerned Director on activity to activity basis or any official of F & A discipline who has been already assigned as local Finance.

(iii) Any other official nominated by the official as stated in (i) above with prior approval of Concerned Director.

B. 1) The assignment or nomination or substitution shall be done through issuing Office Order.

2) HOD shall be the authority as defined in Schedule of Delegation of Power.

a) The Digital Signature Certificates (Class-II/III) both for signature and encryption shall have to be obtained by the users from certifying agency of service provider which is authorized by CCA (Controller of Certifying Authority) of Govt. of India. The bidders will have to obtain the Digital Signature Certificate from any certifying agency which is authorized by CCA (Controller of Certifying Authority) of Govt. of India traced up to the chain of trust to the root certificate of CCA.

b) User ID and pass-word are strictly personal to each authorized user and non-transferable.

The user shall ensure that its authorized user do not divulge or disclose their user ID or password to third parties. In the event that the Authorized user comes to know that the user ID/Pass word has been/might have been divulged, disclosed or discovered or discovered by any third party, user of its authorized user shall immediately modify the password using “Change Pass Word” option.

c) Tender will be created on-line by the concerned office/unit/department indicating all the salient details such as description of work, estimated value, period of work , bid validity period, date of pre-bid meeting (if required), start date and last date & time of submission of bid, period for seeking clarifications online by the bidder, date and time of opening of Technical bid, etc. and by uploading Notice Inviting Tender (NIT) and Terms & Conditions of Contract.

d) Pre-bid meeting in compliance with stipulation in the tender may take place, if required, after publication of tender but in any case at least 1 day before the start of Bid submission. If a Pre-Bid meeting is held then the minutes of the Pre-bid meeting shall be uploaded on the Portal which can be viewed by all interested bidders. The amendments arising out of the outcome of pre-bid discussion shall have to be uploaded in the portal.

e) The bid submission will start after conclusion of pre-bid meeting, if held and shall continue for the days as specified in the tender. The Technical bid may be opened after last date and time of submission of bid on the pre-scheduled date and time.

f) The Tender can be downloaded by any prospective bidder from the website. The down load of tender may start immediately after e-Publication of NIT and shall continue till the last date and time of bid submission. The cost of tender, if any, shall be submitted along with the EMD.

g) Registration/Enrolment of Bidder on e-Tendering Portal of NIC:

In order to submit the Bid, the bidders have to get themselves registered online on the e-Tendering portal of NIC with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders shall be one time activity only. The Registration should be in the name of bidder, where as DSC holder may be either bidder himself or his duly authorized person.

h) The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms & Conditions of NIT including General and Special Terms & Conditions and other conditions, integrity Pact etc. if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted. This user portal agreement will be a part of NIT/ Contract Document.

i) In the undertaking given by bidder online, there will be provision for penal action, if any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.

- j) The bidder may seek clarification within the specified period. The office/unit/department will clarify all the relevant queries of bidders. The clarifications may be asked from the next day of e-Publication of NIT. The tender publishing authority will be responsible for giving the clarification within the prescribed time frame. However, if the tender publishing authority feels that the query is of such nature that advice of tender committee or any other authority is required to give clarifications, he may do so to reply the queries within the prescribed time limit.
- k) **Corrigendum to NIT:** Corrigendum should be issued only in exceptional cases with due approval from the Authority as laid down in Scheduled of Delegation of Power. Corrigendum may be issued only for change of dates or correction of address. However, the extension of date for an event will be possible only before the expiry of earlier specified date and time for that particular event. Preponement of date for any event is not permitted.

No corrigendum in respect of change in scope of work, quantity and estimated value of work or any other specific condition shall be issued. If any such change becomes essential then a fresh NIT should be issued notifying the cancellation of earlier NIT. If date of submission of tender is to be extended, then the last date of submission of the tender should be suitably extended with reasonable extension of time and to be notified well in advance to allow the intending bidders adequate/reasonable time period for submission of their tender offers within the notified extended time period. The Corrigendum Notice must be given same publicity as given to the original NIT.

- l) **Cancellation of Tender:** Any tender published on the e-Tendering portal must be concluded to its logical end i.e either “Award of Contract” or “Cancellation of Tender” or “Re-tender”. It will be the responsibility of the Publisher of tender to conclude the published tenders to its logical end within the original bid validity period. Tenders should be cancelled only under exceptional cases with due approval of authority as laid down in the Scheduled of Delegation of power. In all such cases the Tender Cancellation Notice must contain the details of the circumstances leading to cancellation of tender. The Cancellation of Tender on the e-Tendering portal can be done by way of creation and publication of corrigendum. However since Cancellation of Tender, in true sense, is not a Corrigendum to NIT the Tender Cancellation Notice will be uploaded only on the e-Tendering portal.

m) **EMD:**

1. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode through <https://wbtenders.gov.in> 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 the 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 clause 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 Bank.

Only the amount corresponding to **successful bids** 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. In case the bidder make payment of EMD in the form of Bank Guarantee (BG) (if applicable) from any scheduled bank, the bidder will have to furnish all the details online i.e BG Number, date of issue, expiry date, name of issuing bank and amount etc(where applicable) regarding EMD along with a scanned copy. The original BG will be submitted by bidder in person which must be received in the office of tender publishing authority on any working day after e-publication of NIT and up to the date specified in the NIT.
 12. In case of discrepancy between the online submitted information regarding the instruments for EMD and the original instrument being submitted by the bidders, the later shall prevail if the instrument is valid on the date of submission of the tender by the bidder and if it does not change the eligibility status of the bidder.
 13. The EMD for all tenders would be as per relevant policy.
- n) The qualification in Technical bid will be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. WBSEDCL shall not be responsible for any delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be outrightly rejected. The qualification in Technical bid will be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. WBSEDCL shall not be responsible for any delay in receipt of EMD. **In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected. In case, Price bid is submitted in offline mode, Bid of the respective Bidder shall be out rightly rejected.**
- o) For online bid submission the bidder will be required to upload scanned copy of various relevant documents as stipulated in the tender.

- p) **Withdrawal of Tenders by the Bidder:** Once the tenders have been submitted, the tenderers will not have the option to withdraw offer within the validity period. If any tenderer withdraws his tender before expiry of validity period or makes any modification in the terms and condition of tender which are not acceptable to the company then the company shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money and also suitable actions could be contemplated against each erring bidder by the Company(WBSEDCL).
- q) The Part I i.e Technical bid will be opened on a pre-specified date. After the pre-scheduled date and time of tender opening, the Technical bids (Cover-I) will be decrypted on line and will be opened by the “Bid Openers” along with their Digital Signatures Certificates.
- i) Tender will be opened on the pre-scheduled date only on receipt of sufficient responses. Extension of pre-scheduled date in that event shall be considered based on the situation.
 - ii) The evaluation of the Technical bid shall be done entirely offline. For this purpose all the required parameters will be obtained from the Bidders in the form of both the credentials as well as in objective and structured manner. Bidders will be required to upload scanned copy of various confirmatory/supporting documents against their furnished information for the evaluation process as per provision of NIT.
 - iii) If the information furnished by the bidder in objective manner is not confirmed by the uploaded documents then the bidder will be out rightly rejected for Price Bid Opening. The documents related to the furnished online information based on which the evaluation takes place will only be considered. If the bidder uploads any other documents, it will be given no cognizance.
 - iv) The Technical evaluation of Tenders will be done based on uploaded relevant documents as per the list specified in the NIT.
 - v) The Tender Committee or any standing committee or functional committee, if exists or constituted separately will make its recommendations on Techno Commercial part based on the copy of documents uploaded online by bidders.
 - vi) Acceptance of Bidder in general form of online declaration will be recognized and accepted as certification regarding authenticity of all the information and documents furnished by them online and acceptance of all the terms and conditions of the bid document , since such acceptance by Bidders with Digital Signature Certificate is legally tenable.
- r) After opening the technical bid the acceptance of EMD by Tender Committee will be entered online by the Bid Opener of tender publishing department (Evaluator of Tender). Evaluation Sheets shall be downloaded during opening of Part-I (Technical–Bid) and shall be placed before the Tender Committee for validation. The Tender Committee will validate the evaluation of the Technical bid based on the information furnished by the bidder on-line and the supporting documents uploaded by the bidder. The evaluation sheets shall be authenticated by way of signature by Tender Committee and shall be kept in the relevant file. The brief Tender Committee Recommendation based on their evaluation will be made for opening of Price bid of eligible bidders. The Part-I of Tender Document will not require any approval, of the accepting authority of the tender, unless any standing or functional committee exists for the purpose of recommendation. The summary of technical evaluation (Part-I of Tender Document) with the names of eligible bidders and the brief reasons for disqualification of unsuccessful bidders (if any) along with the date of Price-bid opening will be uploaded by the Evaluator of Tender. Date of Price-bid opening shall be kept sufficient days after the date of uploading of the summary of Technical evaluation. All the bidders will get this information on their personalized dash-board Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash-board at least once daily after opening of bid. The Part-I of tender will be an integral part of the final recommendation to be processed for approval of the competent authority.
- s) After acceptance and authentication of evaluation of Part-I (Technical-bid) all the bidders will get information regarding their eligibility on their personalized dash-board on-line and also by system

generated e-mail and SMS. The summary of evaluation result with the names of eligible bidders and the brief reasons for disqualification of unsuccessful bidders will be uploaded for display on the Portal. The brief reasons for disqualification will be uploaded by Tender Publishing Authority based on the Tender Committee or any other Standing Committee recommendation.

- t) The EMD of unsuccessful bidders will be refunded as per existing policy and amendment made thereto.
- u) The Price bid of the successful bidders (qualified in technical-bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the bid Openers with their Digital Signature Certificate. The bidders may view the price bid opening online remotely and can see the Price-bid/BOQ submitted by all participating bidder. The Price bids and system generated Comparative statement will be downloaded and will be signed by the Tender Committee. This will be kept in the relevant file. The concerned evaluator shall evaluate the price bid as generated by system and ensure correctness of the same before uploading in the portal. In case of discrepancy between the system generated comparative statement and evaluated comparative statement, the evaluated comparative statement shall prevail.
- v) After opening of Price bid the Comparative statement of Prices indicating the rates quoted by all the bidders and rank of bidders as evaluated will be visible to all the participating bidders online. This will be available for public viewing also.
- w) It will be the bidders' responsibility to check the status of their Bid on-line after the opening of Technical bid till award of work. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Technical evaluation, date of price-bid opening, financial evaluation, award of work etc.) No separate communication will be required in this regard.
- x) All the details of technical bid and price bid will be kept preserved in the archives for auditing purpose and the same can be accessed with special authorization. The IP address of all the bidders if available who has participated in the bid along with timing and date will also be kept preserved in the system.
- y) The validity of tenders shall be as stipulated in Purchase Policy.
- z) The Tender committee or any standing or functional committee constituted for such purpose will recommend for award of work/placement of order to the successful bidder after evaluation of the reasonableness of L-1 rates. The approval for award of work to L-1 bidder will be accorded by the Competent Authority as per Delegation of Power based on the recommendation of the head of the office/Unit/Department.
 - aa. Price Matching as per existing policy & amendment made thereto shall be carried out, if the situation so demands and the request for such price matching shall be uploaded in the portal. The responses of the bidders to the request for such price matching may be made by way of uploading in the portal by the bidder, if facility exists. Otherwise responses of the bidders may also be carried out by post or in person.
 - bb. After Financial Concurrence and approval of Competent Authority of the proposal, the Purchase order/Erection order/Execution order/LOA as the case may be to the L-1 bidder will be issued and the scanned copy of the Purchase order/Erection order/Execution order/LOA will be uploaded on the e-Tendering portal and the original copy will be sent to the bidder through registered/speed post.
 - cc. Any tender hosted on the e-Tendering site must be logically concluded i.e either Award of work is issued or the tender is cancelled OR it is retendered online through corrigendum.
 - dd. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by selected bidder(s) for executing the agreement will be specified in the Tender document.

7. THE DUTIES AND RESPONSIBILITIES:

The following Roles have been identified for the departmental users, which are to be executed with valid Digital Signature Certificate.

- **THE CREATOR OF TENDER:-** He will have the privilege of creating the Tender based on the approved and financially concurred Estimate. The Creator of the tender would be the official as referred in Sl. No. 6(a) (I).
- **THE PUBLISHER OF TENDER:** He will be head of unit or office or HOD of the tender publishing department and will be the responsible person for timely and accurately hosting of tender on the e-Tendering portal with his Digital Signature Certificate. The publisher of the tender would be the official as referred in Sl. No. 6(a) (I).
- **THE OPENERS OF TENDER:** The tender will be decrypted and opened with the Digital Signatures Certificate of Bid opener as identified during creation of the tender. The bid opener will have to access the portal one by one for decryption and opening of bid. The openers will be all the members of the Tender Committee as stated at Sl No. 6(a)(II), 6(a)(III),6(a)(IV), 6(a)(V).
- **THE EVALUATOR OF TENDER:** The Evaluator of the tender would be the opener of the tender unless separately constituted by an authority not below the rank of Chief Engineer or by OSD. The number of digital signature holder should not exceed three to be decided by the chairman of the Committee, where the number of the member of the committee exceeds three.
- The Tender committee will accept and validate the receipt of EMD and on-Line evaluation of Technical Bid. The reason of disqualification of bidder, if any, will be recorded in and will be uploaded by the Evaluator online in the system. Similarly the financial evaluation will be done by Tender Committee and the outcome will be uploaded by the Evaluator online.

8. SPECIAL SITUATIONS:

- a) In case of any transfer Or change of role it will be responsibility of the user to intimate Nodal Officer the change and Nodal Officer will arrange to change the role in the portal accordingly.
- b) In cases of transfer of service owing to deputation or superannuation or in situations of resignation, the official having DSCs will have to obtain the clearance regarding handover of DSC at the time of release from WBSEDCL. The Official posted at Vidyut Bhavan should obtain clearance from concerned HOD and in case of the officials posted outside Vidyut Bhavan, the clearance may be obtained from the respective Zone or Hydel Headquarter as the case may be.
- c) In case the Digital Signature Certificate is lost or misplaced, FIR should be lodged by the concerned executive and Head of office/unit/Department should be informed immediately with a copy of FIR. Effort will be made to obtain another copy of DSC from DSC provider and till such period the date of opening of Tenders in which he has already been assigned the role of Bid Opener will have to be extended. In case it is not possible to prepare a copy of the DSC due to any one reason, the tender, which are yet to be opened will be cancelled and re-tendered.
- d) For any change of role of departmental user, a written request to be made by the user to the concerned HOD/Head of Unit/Office.
- e) All the DSCs of officials before they retire must be deposited to the office or unit or department last attached.
- f) In the event, any of the member of the tender committee is absent on the date of bid opening owing to unavoidable circumstances or any reason, the date of opening of the tender shall be re-scheduled .

9. GENERAL APPLICABILITY:

- i) One official can have multiple roles depending upon the activity or demand of the situation.
- ii) The aspect relating to Promotional Orders shall be guided as per existing policy & amendment made thereto.
- iii) All system generated documents and reports as the case may be shall be downloaded by the entrusted officials. Those should be signed by the authorized officials and be placed in the relevant files.
- iv) Any matter not covered in this document shall be guided by existing policy, procedure, guideline and Amendments there to.

Terms & Conditions of the e-Tender Notice

1. The tenderer or their duly authorized representative should **attend the Pre-bid Meeting** at the stipulated date and time.
2. The bidder shall select the tender to bid and initiate payment of EMD. Earnest Money Deposit amounting to **2% (Two Percent)** of the pro-rata estimated value of the Item-wise offered quantity, as mentioned above, shall be submitted individually along with the offer.
3. **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.
4. For submission of EMD/ Security Deposit in the Form of BG, the particulars of the Banker of Procurement & Contracts Department, WBSEDCL are given below:

Bank: Punjab National Bank
Branch: PNB Mayukh Bhavan
Cash Credit A/c No.: 1096250031709
IFSC Code: PUNB0109620
MICR Code: 700024307
5. 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.**
6. **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 through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
 - **In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode). Challan thus generated will contain the amount which has been mentioned in e-tender portal. However, for payment of actual amount calculated as per NIT, bidders shall strike through the amount in challan and manually put actual EMD amount while following due payment procedure at respective bank.**
 - The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
7. **Refund/Settlement of EMD Amount:**
 - For unsuccessful bidders EMD amount submitted against the tender shall be refunded automatically (except EMD submitted in the form of BG), through an automated process, by NIC portal on receipt of updated status of any bid.

Terms & Conditions of E - Tender

- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
 - The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
 - For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.
8. Successful bidder(s) shall have to mandatorily **create vendor id through WBSEDCL Vendor Corner**, if not created earlier.
 9. The bidder shall submit **along with the offer** necessary documents in support of their previous supply of the items of the tender to WBSEDCL/Other Power Utilities/Other Govt. Departments in earlier occasions and financial capabilities to the extent of the estimated financial amount of their offer.
 10. **No agent is allowed to participate in the Tender. Original manufacturers of the tendered Item will only be allowed in the tender.**
 11. **WBSEDCL reserves its right to take decision keeping its financial interest. The Purchase Policy of WBSEDCL along with the provisions of Vendor Rating & Holiday Listing, as effective from 01.09.2012 and the subsequent amendments effective from 18.03.2013 till date, will be applicable.**
 12. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
 13. The offer shall remain valid for a minimum period of 120 days from the next day of opening of the tender.
 14. At the time of placing purchase order, the quantity mentioned in the Tender Document may vary up to $\pm 25\%$.
 15. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders. The qualification in Technical bid will be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. WBSEDCL shall not be responsible for any delay in receipt of EMD. **In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected. In case, Price bid is submitted in offline mode, Bid of the respective Bidder shall be out rightly rejected.**
 16. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
 17. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
 18. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender and the **Revised Purchase Policy of WBSEDCL**.
 19. Any further information along with WBSEDCL's Revised Purchase Policy may be had from the website: www.wbseedcl.in and the following office :
Office of the Chief Engineer (Procurement & Contracts),
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 4th Floor,
Bidhannagar,
Kolkata - 700091.
Phone No. 033-23197-565/399

Instructions to Bidders for e-Tender

1. Eligibility for Participation:

- i) **Original manufacturers of the tendered items will only be eligible in the tender.**
- ii) The bidders shall have credential for supply of the tendered item to WBSEDCL / other Power Utilities / other Govt. Departments in earlier occasions within last three financial years.
- iii) The bidder shall have adequate financial capability to the extent of the estimated value of their offer. For the financial eligibility of the bidder, pro-rata annualized value of the orders in the bidder's hand corresponding to the contract period of this tender along with the estimated value of the offer of the bidder should not **exceed 150 % of their Average Annual Turnover of the last three completed financial years.**

2. Minimum Quantity for Offer:

- i) **All the Bidders** who will apply for **Promotional Order** are required to submit their **offer for 5% of the tendered quantity.**
- ii) The Bidders, except who will apply for promotional order are required to submit their offer for the quantity not less than the **minimum quantity** as specified in Notice Inviting Tender (NIT).

Note: Tenders will be summarily rejected if the quantity offered by the bidder is less than the minimum quantity as specified in the NIT.

- iii) At the time of placing purchase order, the quantity mentioned in the Tender Document may vary up to $\pm 25\%$.

3. General Guidance for e-Tendering:

Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

4. Registration of Bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <https://wbtenders.gov.in>.

5. Digital Signature Certificate (DSC):

Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

6. **Collection of Tender Document:** The bidder can search and download NIT & Tender Documents electronically from the website mentioned in Clause 4 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

7. Submission of Tenders :

7.1 General process of submission

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 contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal

Instructions to Bidders for E - Tender

and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. He needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

7.2 Technical Proposal

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

A. Statutory Cover

a) To be submitted in “Drafts” folder

i. Tender Fee

Not applicable.

ii. Earnest Money Deposit (EMD)

Bank Guarantee (BG) towards EMD as prescribed in the NIT, in favour of “ West Bengal State Electricity Distribution Company Limited” or “ WBSEDCL ” payable at Kolkata.

b) To be submitted in “Annexures” folder

i. Application for Tender (Vide Annexure -I)

ii. Price Schedule in unpriced condition (Vide Annexure -II)

The bidder is to mention offered quantity and applicable percentage only in respect of SGST,CGST OR IGST as applicable, in the space marked for in the Annexure - II.

c) To be submitted in “NIT” folder

i. Notice Inviting Tender (NIT)

ii. Addenda/Corrigenda: if published.

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as informal and liable to be rejected.

d) To be submitted in “Forms” folder

i. Schedule of Bid

The bidder needs to download the form for “Schedule of Bids” (Vide Form-I), fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Submission of incomplete “Schedule of Bids” will render the tender liable to summary rejection.

Instructions to Bidders for E - Tender

- ii. Declaration Sheet(Vide Form-II),Deviation Sheet(Vide Form-III) and Check List (Vide Form-IV).Proforma for undertaking to be submitted by the Bidders (Vide Form-IX) and Format of Letter of Bid (Vide Form-X)
- iii. Guaranteed Technical Particulars

The bidder needs to download the form for “Guaranteed Technical Particulars” (Vide Form-V), fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Submission of incomplete “Guaranteed Technical Particulars” will render the tender liable to summary rejection.
- iv. Summary statement (Vide Form-VI) of average annual turnover for a period of the last three financial years, certified by the Auditor appointed under Companies Act, 2013. In case the bidder is not a company, certificate of Tax Auditor may be submitted.
- v. Statement of orders executed during last three financial years (Vide Form-VII).
- vi. List of Type Test Reports carried out within five years as on date of bid submission(Vide Form-VIII).
- vii. Other declarations (Vide Form-IX,X,XI,XII & XIII) to be submitted duly filled in along with Bid document

(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder)

Note: Tenders will be summarily rejected if any item in the statutory cover is missing.

B. Non-Statutory Cover (My Document)

i. Company Details:

Proof of Original Equipment Manufacturer.

ii. Certificates:

- 1) PAN Card details.
- 2) Current Professional Tax (PT) submission Challan. Application for such Addressed to the competent authority may also be considered.
- 3) GSTIN registration certificate.
- 4) **Banker's certificate is to be addressed to the Chief Engineer, P&C Department or in a generalized format regarding financial capability issued within last one year from the date of opening of tender.**
- 5) MSME Certificate, if any.
- 6) Exemption Certificate, if any, issued by any competent authority.

iii. Financial Info:

Annual turnover for a period of the last three financial years.

iv. Credential:

Documents in support of supply of the tendered items to WBSEDCL / other Power Utilities / other Govt. Departments in earlier occasions within last three financial years as mentioned below:

- 1) The bidder should have supply credential of at least one P.O. in last three financial years to deliver **minimum quantity mentioned in the instant tender for the tendered item.** The bidder has to upload relevant Purchase Orders, Inspection Offer letter, Dispatch Instructions, Signed Challans etc. for completing supply of the items.

2) Test Reports for all parameters as per GTP conducted from CPRI within last five years.

v. **Declaration:**

1) List of Orders in hand

The bidder shall submit the list of orders in his hand mentioning the order value to be executed within one year from the date of submission of bid.

2) Others : Any other documents found necessary.

Note : Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection.

7.3 Financial Proposal

The financial proposal should contain the following documents in one cover (folder).

Bill of Quantities (BOQ)

The bidder is to quote the rate in online through computer in the space marked for quoting rate in the BOQ. *(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).*

8. Submission of Original Copies of Documents of Earnest Money Deposit :

i. **Place of submission:** The original copies of the BG, towards Earnest Money Deposit shall be submitted in the following office:

Office of the Chief Engineer,
Procurement & Contracts Department,
West Bengal State Electricity Distribution Company Limited,
Bidyut Bhavan, 4th Floor, D-Block,
Bidhannagar Salt Lake, Kolkata – 700091.

ii. **Time of submission:** The original copies of BG towards EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected.

9. Conditional and Incomplete Tender :

Conditional and incomplete tenders are liable to summary rejection.

10. Validity of Tender and Offer :

The offer against tender should remain valid for a minimum period of 120 days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

11. Earnest Money Deposit (EMD) :

- (a) Amount of earnest money deposit shall be **2.0%** (two percent) of the **pro-rata estimated value of the Item-wise offered quantity specified in the NIT.**
- (b) Earnest Money shall be paid as mentioned before in detail. Earnest Money shall (if, in the form of Bank Guarantee) to be submitted as per the proforma of Bank Guarantee for Earnest Money, given with this Tender Document vide Annexure-III, with validity up to

Instructions to Bidders for E - Tender

- 6 (six) months from the due date of submission of tender and with a claim period of another 3 (three) months.
- (c) Tenderer shall not claim any interest on Earnest Money Deposit.
 - (d) Earnest money will be refunded as per Clause 7 of Terms & conditions of the Tender Notice of this NIT.
 - (e) Earnest Money submitted shall be liable to forfeiture in case of
 - (i) Revocation of bid or alteration in quoted rates in Price Bid/Reverse Auction or any change in the terms and conditions of the bid after its opening without being asked by the Tender Inviting Authority.
 - (ii) If the successful tenderers fail to accept Purchase Order / LOI issued within their offered validity period.
 - (iii) For failure to submit specified Security Deposit within time limit indicated in the Purchase Order / LOI.
 - (iv) **If any cartel is formed by the tenderers in their quotation.**

12. Opening and Evaluation of Tender:

12.1 Opening of Technical Proposal

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Technical proposals for those tenderers whose original copies of BG towards EMD have been received/payment successfully received through Net- Banking / RTGS/NEFT as described before will only be opened. If the offer is submitted with **inadequate Earnest Money, the bid will not be opened.**
- iii. Intending tenderers may remain present if they so desire.
- iv. Cover (Folder) for Statutory Documents (vide Clause 7.2.A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 7.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- v. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

12.2 Techno-commercial Evaluation of Tender

- i) While evaluation, the Tender Inviting Authority or his authorized representative may summon of the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- ii) The summary list of tenderers, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

12.3 Opening and evaluation of Financial Proposal

- i. Financial proposals of the tenderers declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- iii. After opening of the financial proposal the preliminary summary result containing inter- alia, name of bidders and the rates quoted by them will be uploaded.
- iv. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

12.4 Reverse Auction:

- a) Reverse Auction will be conducted after opening of the price bids of a tender. Reverse Auction shall be conducted amongst all the techno-commercially qualified bidders except the Highest quoting bidder (i.e H₁ bidder) provided the total nos. of techno-commercially qualified bidders are 04(four) or more. If there are multiple bidders quoting the same H₁ rate, the bidder who was the last to submit their bid in the www.wbtenders.gov.in will be eliminated.
- b) The date and time of Reverse Auction, Start bid price, Rate of decrement etc will be provided in the portal well in advance of the date of Reverse Auction. The decrement of the bid price will be multiple of decrement value for that item.
- c) After putting bid price by any bidder within last 10 minutes of closing time, the closing time of Reverse Auction will be automatically extended by 10 (ten) minutes in a repetitive loop.
- d) During Reverse Auction the quoted Price will be the Landed price which will include Ex-Works, Freight Charges, Insurance Charges and GST (at applicable rate). During Reverse Auction process the Landed Price is to be varied by varying Ex-Works price only and keeping the Freight Charges, Insurance Charges & percentage % of GST unaltered. The **L1 bidder** will submit their Breakup of Price within 03 (Three) working days after completion of Reverse Auction.
- e) During the Reverse Auction, the bidders will be able to see the prices quoted in Real Time.
- f) Maximum admissible bid value will be last bid value minus minimum decrement as specified before starting of Reverse Auction.
During bidding of Reverse Auction, bidder will not be able to quote less than the seal price applicable at the time of bidding which is calculated as
“The price equal to 10(Ten)% of last bid value minus rate of decrement.”
- g) Neither WBSEDCL nor NIC can be held responsible for consequential damages such as system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, local Bandh/ strike etc.
- h) The L1, L2, L3, L4, L5..... position will be considered from the final bid position after Reverse Auction.

13. Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

14. Bid Eligibility for First Time:

In case the tenderer becomes eligible for placement of purchase order on them for the first time, the tenderer will get order up to **30%** of their offered quantity. If the tenderer is of National / International repute or if the tenderer had supplied the item of the tender in a single order to any Power Utility / Govt. Department in earlier occasion within last three financial years for a minimum quantity equivalent to **80%** of the quantity of this tender, the bidder may get order up to maximum **50%** of their offered quantity.

15. Acceptance of Tender:

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.

16. Purchase Order:

WBSEDCL will communicate acceptance of tender to the successful bidder by a Purchase Order. The successful tenderer shall communicate the acceptance of the purchase order.

17. Concession:

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

18. Holiday Listing and Vendor Rating:

Holiday Listing & Vendor Rating will be applicable according to the “Holiday Listing & Vendor Rating” policies of the Revised Purchase Policy, which is posted in website of WBSEDCL (www.wbsedcl.in).

Performance of the bidders, who supplied materials/equipment to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vendor Rating policy and their Vendor Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.

Bidders have to submit a declaration in prescribed format under the Form Folder (Form IX) in their letter head that the bidder has not been placed on holiday list/blacklisted by WBSEDCL/ Statutory/Regulatory/ Government Authorities / State Electricity Utility/PSU. If the bidder is a Proprietary Concern, the Proprietor shall also give a declaration in prescribed format under the Form Folder (Form X) in their letter head at the time of submission of bids that none of the other concerns of which he is a Proprietor or Managing Partner, has been placed on holiday list /blacklist by WBSEDCL/Statutory/Regulatory/Government Authorities/State Electricity Utility/PSU.

Bidders who have not submitted declaration of black list or holiday list shall be considered as non-responsive and their Bids shall be rejected.

19. Return of Earnest Money of the Unsuccessful Tenderer(s):

For return of the Earnest Money of the unsuccessful tenderer(s), he/she/they is/are to apply for the same to the Chief Engineer (Procurement & Contracts), WBSEDCL, giving the reference to the NIT No., date of tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of all tenderers other than the successful tenderer(s) may be refunded, after issuance of Purchase Order to the successful tenderer(s). Details of refund/settlement of EMD amount is mentioned in clause 7 of Terms & conditions of the Tender Notice of this NIT.

20. Litigation/Arbitration against WBSEDCL:

The bidder should submit the declaration in prescribed format under the Form Folder (Form XI) in their letterhead regarding no legal litigation against WBSEDCL is pending in any court/ Forum against/ by the bidder or its Sister Concern/Director/Partner/Proprietor.

If any type of legal litigation/arbitration against WBSEDCL is pending in any court/Forum against /by the bidder or its sister concern/Director/Partner/Proprietor, then Purchaser reserves the right to reject their bid/termination of the contract.

21. Promotional Order

To develop new vendors, promotional orders on new units will be placed for the quantity up to **5%** for single promotional bidder of the total quantity for which Purchase Order would be issued against the tender. However, at the time of submission of offer, the Fixed EMD shall be submitted as per Earnest Money Deposit clause of the Notice Inviting Tender.

Instructions to Bidders for E - Tender

The original equipment manufacturers, who intend to participate in the tender to introduce their unit, may apply for promotional order by submitting **Earnest Money, in the form of BG only** on estimated value of **5%** of item wise tendered quantity.

For submission in Statutory Cover as stated in Clause No. 7.2 A, in Application for Tender (Vide Annexure-I) “**APPLICATION FOR PROMOTIONAL ORDER**” shall be written on the top in bold & capital letters in case of original equipment manufacturers intend to apply for promotional order as mentioned above.

If the bid of the new vendor is found techno-commercially eligible, their offer for promotional order will be processed separately after finalization of original tender subject to acceptance of the lowest evaluated rate of the tender by the vendor.

Financial proposal of the bidder for promotional order shall not be opened. Order may be placed at the discretion of WBSEDCL, at the lowest evaluated rate of the Purchase Order against the original tender.

However, placement of promotional order is not mandatory for each tender and shall be processed at the discretion of WBSEDCL.

----- O -----

Annexure for E-Tender

ANNEXURE – I

(Refer E-Tendering Policy and E-Tendering Procedure)

APPLICATION FOR TENDER

To
The Chief Engineer (Procurement & Contracts),
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhaban (4th Floor),
Bidhannagar, Block - DJ, Sector - II,
Kolkata-700 091.

Tender No:-

Dear Sir,

Having examined the Statutory, Non-statutory & NIT documents, I/we hereby like to state that I/we willfully accept all your conditions and offer to supply the item(s) as per Tender No. stated above. I/We also agree to guarantee to replace or repair any defect, whenever it is detected, in the equipment/materials to the satisfaction of the purchaser in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this _____ day of _____ 202__

Full name of applicant: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign bids

For & on behalf of (Name of Firm): _____

(In block capitals or typed)

Office address:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

.....

SIGNATURE OF THE TENDERER WITH OFFICE SEAL.

Annexure for E-Tender

ANNEXURE – II

(Refer E-Tendering Policy and E-Tendering Procedure)

PRICE SCHEDULE (UNPRICED)

To be submitted online by the tenderer in statutory cover (Technical file)

Tender No. :

Sl. No.	Description of materials	Tender Quantity	Quantity Offered	State Based		Outside State	Other Taxes, if any, (with explanatory notes)	Remarks
				CGST	SGST	IGST		
				In %	In %	In %		
1.								Price not to be quoted
2.								
3.								
4.								
5.								

Offered quantity: Offered quantity shall not be less than the minimum quantity of each item as specified in NIT. Tenders will be summarily rejected if the quantity offered by the bidder is less than the minimum quantity as specified in the NIT. The bidders applying for Promotional order needs to mention the offered quantity of the item following **Clause no. 20** of Instruction to Bidder of NIT. The Bidders those who are applying for **Promotional Order**, the words “**APPLICATION FOR PROMOTIONAL ORDER**” shall be mentioned positively **on the top in bold & capital letters** in **Annexure-I**.

Price: The price to be quoted by the tenderer, shall be FIRM.

Note : In case the tenderer does not agree to all the terms & conditions as per tender specification and **if bid documents** are not filled up properly as desired, the purchaser may accept the deviations or may reject the particular offer without further intimation to the tenderer. It may also be noted that if any difference in statement from this schedule of bids is found in any other parts of the offer, the offer may be rejected or the statement given in the schedule of bids will be considered for the purpose of processing the tender and the statement given in other part of the offer will be neglected without any further reference to the tenderer.

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Annexure for E-Tender

Annexure – III

(Refer E-Tendering Policy and E-Tendering Procedure)

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE/EARNEST MONEY

Ref. No.

Date:

To

The West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 4th Floor,
DJ Block, Sector - II,
Salt Lake, Kolkata-700091.

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) under your Tender & Specification No. due on..... M/s. having its Registered Head Office at(Hereinafter called the Bidder) wish to participate in the said Tender for As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs. is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents.

We, the Bank at having our Head Office at (Address of Bank) guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Limited (WBSEDCL) the amount of Rs. (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. This Guarantee shall be irrevocable and shall remain valid upto @ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. on whose behalf this Guarantee is issued.

All rights of West Bengal State Electricity Distribution Company Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL brings any suit for section to enforce claim under this Guarantee against the Bank within three months from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this day of 202..... at

WITNESS

<i>Signature</i>	<i>Signature</i>
(Name)	(Name)
(Official address)	(Designation with Bank Stamp)

Attorney as per Power of Attorney No.

Date :

@ This date should be initially for six months and may be extended from time to time.

Note : i) The Bank Guarantee should be executed in line with above proforma and on Non Judicial Stamp Paper of Rs. 100.

ii) In case the Bank Guarantee is given by any Bank situated outside West Bengal, arrangement shall be made by the Bank for invoking the Bank Guarantee from any Bank situated in Kolkata, whenever it is necessary.

Annexure for High Power Tender Committee

Annexure-1 : Checklist for Accepting tenders with less than 3 bids on 2nd or subsequent calls

FD Memo No: 2320-F(Y) dated 7th June 2022.

Estimated amount	
Amount put to tender	
<u>In Case of First Call</u>	
Eligibility Criteria (Technical) <i>(For procurement of services under QC BS/CQCCBS methods the details of marks, weightage etc. are to be mentioned)</i>	
Eligibility Criteria (Financial) <i>(For procurement of services under QC BS/CQCCBS methods the details of marks, weightage etc. are to be mentioned)</i>	
<u>Details of Publication of NIT</u>	
Date of NIT:	
Minimum Period for submission of tender as per Rules	7/14/21
Minimum Period for submission actually allowed :	
No. of Newspapers where publication is to be made as per Rules :	1 or 2 or 3
Names of Newspapers in which publicity was actually made:	
Whether e-Tender:	Yes/No
Whether Earnest Money has been received online through e-procurement portal (wbenders.gov.in) :	Yes/No
If Extension of dates have been done, whether:	Yes/No
1. The period of extension is reasonable as per rules.	Yes/No
2. Corrigendum Notice has been published in at least one newspaper	
<u>No. of Bidders:</u>	
1. Total no. of Bidders who responded :	
2. No. Of technically qualified Bidders :	
<i>(For procurement of services under QC BS/CQCCBS methods the details of scores, are to be mentioned)</i>	
<u>In case of 2nd/subsequent Call</u>	
<u>Whether Technical Criteria were reviewed before inviting 2nd/subsequent Call to ensure that the eligibility criteria were not restrictive:</u>	

Annexure for High Power Tender Committee

<p>1. If yes, whether revised or not:</p> <p>2. If no, why not revised:</p>	
<p>Revised Eligibility Criteria (Technical)</p> <p><i>(For procurement of services under QC BS/CQCCBS methods the details of marks, weightage etc. are to be mentioned)</i></p>	<p>Same as 1st Call</p>
<p>Revised Eligibility Criteria (Financial)</p> <p><i>(For procurement of services under QC BS/CQCCBS methods the details of marks, weightage etc. are to be mentioned)</i></p>	<p>Same as 1st Call</p>
<p><u>Details of Publication of NIT</u></p> <p>Date of NIT:</p> <p>Minimum Period for submission of tender as per Rules</p> <p>Minimum Period for submission actually allowed :</p> <p>No. of Newspapers where publication is to be made as per Rules :</p> <p>Names of Newspapers in which publicity was actually made:</p> <p>Whether e-Tender:</p> <p>Whether Earnest Money has been received online through e-procurement portal (wbenders.gov.in) :</p> <p>If Extension of dates have been done, whether:</p> <p>1. The period of extension is reasonable as per rules.</p> <p>2. Corrigendum Notice has been published in at least one newspaper</p>	<p>7/14/21(Any other).....</p> <p>1 or2 or3</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
<p><u>No. of Bidders:</u></p> <p>1. Total no. of Bidders who responded :</p> <p>2. No. of technically qualified Bidders :</p> <p><i>(For procurement of services under QC BS/CQCCBS methods the details of marks, weightage etc. are to be mentioned)</i></p>	
<p><u>Details of Financial Bids of only the technically qualified bidders</u></p>	
<p>In case of lowest financial bid based tender, whether and by what % the L₁ Bid is :</p> <p>1. Below/At par with/Beyond the amount put to tender:</p> <p>2. Below/At par with/Beyond prevalent market rates (for procurement of goods and services):</p>	

Annexure for High Power Tender Committee

Specific comments of TIA :

1. Reasons justifying and recommending acceptance of the L1 Bid:
2. Whether the quoted rate is reasonable :

Specific recommendation of the Departmental Tender Committee :

1. Views on the submission of TIA:
2. Whether the quoted rate is reasonable :

Specific recommendation of the FA regarding acceptance/re-tender:

Acceptance of the Head of the Administrative Department/Order for Re-tender: Recommended for approval of High Power Tender Committee.

Signature of Head of the Department

Forms for E - Tender

Form – I

(Refer E-Tendering Policy and E-Tendering Procedure)

SCHEDULE OF BIDS

Tender No.:

1.	Name of the tenderer with Registered Office & Factory address. Tel. no./Fax no./E.mail address	
2.	Address of Kolkata office and Tel no/Fax no/E.mail address with the name of contact person	
3.	Address of factory from where the material will be despatched.	
4.	GSTIN No. of factory from where the material will be despatched	
5.	Testing facilities available.	
6.	Category of organisation	
7.	SSI registration No. & valid up to (a copy should be enclosed)	
8.	Earnest Money (Amount and in the form of Net banking /RTGS/NEFT/BG) submitted (in Rs.)	
9.	Details of Earnest Money (in the form of Net banking /RTGS/NEFT/BG, as submitted)	
10.	CGST rate, if applicable	
11.	SGST rate, if applicable	
12.	IGST rate, if applicable	
13.	HSN code of the material to be supplied.	
14.	Whether agreed to :	
	a) Terms of payment	
	b) Guarantee clause	
	c) Security deposit clause	

Forms for E - Tender

	d) Liquidated damage clause																						
	e) Risk purchase clause																						
	f) Inspection clause																						
	g) Packing clause																						
	h) Retesting clause																						
15	Whether agreed to deliver materials at WBSEDCL's stores anywhere in WB by road, including unloading?																						
16.	Offer valid up to	120 days from the next date of opening of Tender.																					
17.	The price should be Firm/Variable. If variable, the formula with Base Date etc. (Xerox copy should be enclosed)	The Price shall be FIRM .																					
18.	Desired Delivery schedule of WBSEDCL																						
<p>Commencement : Within 30 days from the next date of issuance of Purchase Order with item-wise quantity in following manner:-</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 20%;">Name of Item</th> <th style="width: 15%;">1st Lot (within 1 month from the next date of P.O)</th> <th style="width: 15%;">2nd Lot (within 1 month from the next date of scheduled delivery date of 1st Lot)</th> <th style="width: 15%;">3rd Lot (within 1 month from the next date of scheduled delivery date of 2nd Lot)</th> <th style="width: 15%;">4th Lot (within 1 month from the next date of scheduled delivery date of 3rd Lot)</th> <th style="width: 15%;">5th Lot (within 1 month from the next date of scheduled delivery date of 4th Lot)</th> <th style="width: 15%;">6th Lot (within 1 month from the next date of scheduled delivery date of 5th Lot)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Name of Item	1 st Lot (within 1 month from the next date of P.O)	2 nd Lot (within 1 month from the next date of scheduled delivery date of 1 st Lot)	3 rd Lot (within 1 month from the next date of scheduled delivery date of 2 nd Lot)	4 th Lot (within 1 month from the next date of scheduled delivery date of 3 rd Lot)	5 th Lot (within 1 month from the next date of scheduled delivery date of 4 th Lot)	6 th Lot (within 1 month from the next date of scheduled delivery date of 5 th Lot)														
Name of Item	1 st Lot (within 1 month from the next date of P.O)	2 nd Lot (within 1 month from the next date of scheduled delivery date of 1 st Lot)	3 rd Lot (within 1 month from the next date of scheduled delivery date of 2 nd Lot)	4 th Lot (within 1 month from the next date of scheduled delivery date of 3 rd Lot)	5 th Lot (within 1 month from the next date of scheduled delivery date of 4 th Lot)	6 th Lot (within 1 month from the next date of scheduled delivery date of 5 th Lot)																	
<p>N.B.: Offered delivery schedule in any mode other than the above delivery schedule will not be entertained.</p>																							
19	Delivery Schedule of the bidder (mentioning the offered quantity within the desired delivery schedule of WBSEDCL)																						
	a) Commencement																						

Forms for E - Tender

	b)Rate of delivery per month & completion time	
20	If any deviation, please mention in deviation sheet enclosed (deviations mentioned elsewhere will not be considered)	YES/NO
21	Technical literature/catalogue of the materials offered enclosed.	YES/NO

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Form - II

DECLARATION SHEET

I certify that all the information pertaining to this offer are correct and are true representation of the materials covered by our Formal proposal number.....dated..... .

I hereby certify that I am duly authorized representative of the supplier whose name appears above my signature.

Supplier's Name:

Authorised Representative's Signature.....

Manufacturer's Intent:.....

**The manufacturer hereby agrees to fully
comply with the requirements and intent
of this specification for the Price Indicated.**

.....

.....

Authorised Representative's Signature

Specific exception to specifications

General & supplementary conditions

If any, tabulate & sign below

Forms for E - Tender

Form - III

DEVIATION SHEET

1. If the proposal has got any deviation from the Technical Specification, the tenderer shall tabulate those deviations here clause by clause.

Sl. No.	Clause No.	Description	Deviation offered	Remarks

2. If the proposal has got any deviation from the requirement of the commercial terms specified, tenderer shall tabulate those deviations here clause by clause.

Sl. No.	Clause No.	Description	Deviation offered	Remarks

Designation

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL

NOTE: When there is no deviation this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation". Deviations not indicated here will not be taken into consideration.

Forms for E - Tender

Form – IV

CHECK LIST

Tenderers are required to upload the scan copy of all the documents, required as per tender specification and NIT and verify before submission of Tender and also upload the Check list in the following format, duly digitally signed.

Sl. No.	Scanned Copy of Documents to be uploaded	Name of folder	To be submitted in cover	Submitted (Y/N)
1	Tender Fee (Scanned copy)	Drafts	Statutory cover (Technical proposal)	
2	Earnest Money Deposit (Scanned copy)	Drafts	Statutory cover (Technical proposal)	
3	Application for Tender (Annexure-I)	Annexure	Statutory cover (Technical proposal)	
4	Price schedule in un-priced condition (Annexure-II). (Unpriced Price Schedule should contain offered quantity, applicable percentage only in respect of SGST, CGST, IGST)	Annexure	Statutory cover (Technical proposal)	
5.	Notice Inviting Tender	NIT	Statutory cover (Technical proposal)	
6.	Addenda / corrigenda , if published	NIT	Statutory cover (Technical proposal)	
7	Schedule of bids duly filled in (Form-I)	Forms	Statutory cover (Technical proposal)	
8	Declaration Sheet (Form-II)	Forms	Statutory cover (Technical proposal)	
9	Deviation Sheet (Form-III)	Forms	Statutory cover (Technical proposal)	
10	Check List (Form-IV)	Forms	Statutory cover (Technical proposal)	
11	Guaranteed Technical Particulars, Drawing (Form-V)	Forms	Statutory cover (Technical proposal)	
12	Annual turnover statement for last three financial year (Form- VI)	Forms	Statutory cover (Technical proposal)	
13	Orders, Inspection Offer letter, Dispatch Instructions, Signed etc. in support of completion of supply of the item against a similar contract. (Form -VII)	Forms	Statutory cover (Technical proposal)	
14	Filled format of Type Test. (Form -VIII)	Forms	Statutory cover (Technical proposal)	
15	Proforma for undertaking to be submitted by the Bidders (Form-IX, X, XI, XII)	Forms	Statutory cover (Technical proposal)	
16	Format of Letter of Bid (Form-XIII)	Forms	Statutory cover (Technical proposal)	
17	Proof of Original Equipment Manufacturer	Company details	Non-statutory cover (Technical proposal)	
18	PAN card	Certificates	Non-statutory cover (Technical proposal)	

Forms for E - Tender

19	Current Professional Tax clearance certificate and GST registration certificate	Certificates	Non-statutory cover (Technical proposal)	
20	If there is no Professional Tax in any state, a declaration should be given.	Certificates	Non-statutory cover (Technical proposal)	
21	Copies of Banker's certificate regarding financial capability issued within last one year from the date of opening of Tender.	Certificates	Non-statutory cover (Technical proposal)	
22	Copies of MSME Certificate	Certificates	Non-statutory cover (Technical proposal)	
23	Copies of Annual turnover statement for last three financial year.	Financial Info	Non-statutory cover (Technical proposal)	
24	Purchase Orders, Inspection Offer letter, Dispatch Instructions, Signed Challans etc. in support of completion of supply of the item against a particular contract.	Credential	Non-statutory cover (Technical proposal)	
25	Copies of detailed Type Test Report.	Credential	Non-statutory cover (Technical proposal)	
26	List of Orders in hand, along with Order values to be executed within one year of bid submission.	Declaration	Non-statutory cover (Technical proposal)	
27.	Bill of Quantities	BOQ	Financial cover (Financial proposal)	

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Forms for E - Tender

Form -V

GUARANTEED TECHNICAL PARTICULARS OF TENDERED ITEMS

(To be filled in by the Tenderer)

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Forms for E - Tender

Form -VI

CERTIFICATE REGARDING SUMMARY STATEMENT OF YEARLY TURNOVER

This is to certify that the following statement is the summary of the audited Balance Sheet arrived in favour of for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl. No.	Turnover rounded up to in lakh	
1.		
2.		
3.		
Total		

Average Turnover:

Note:

1. Year proceeding the current financial year is to be considered as Year-1.
2. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
3. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1.0 or 2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case may be.
4. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

Forms for E - Tender

Form -VII

STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS

Sl. No.	Name of the Items supplied	Financial year	Order No. and date	Name of Purchaser / order issuing authority	Quantity ordered	Quantity supplied /delivered	Performance report of supplied items(scanned copy of certificate to be submitted)	Challan/SRV Nos as proof of delivery (scanned copy of documents to be submitted)	Remarks

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Forms for E - Tender

Form -VIII

LIST OF TYPE TEST REPORTS CARRIED OUT WITHIN FIVE YEARS AS ON DATE OF BID SUBMISSION

Sl. No.	Description of equipment/item offered/component used	Type Test as per relevant IS/IEC	Date of test	Name of Lab.	Accredited to	Remarks

.....

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Form-IX

(On the Bidder's Letterhead)

DECLARATION OF NOT BEING BLACKLISTED/DEBARRED/PUT ON HOLIDAY LIST

Certified that our Company, M/sis not blacklisted/ debarred/ suspended or put on holiday list by any Statutory/Regulatory/ Government Authorities / State Electricity Utility/ PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Bidders Name:

Signature of the Tenderer:

Designation:

Seal of the Company

Date:

FORM-X

(On the Bidder's Letterhead)

SELF-DECLARATION BY PROPRIETOR OF THE BIDDING COMPANY FOR NOT BEING BLACKLISTED/DEBARRED/PUT ON HOLIDAY LIST

I hereby confirm and declare that, none of the other concerns of which I am a Proprietor /Managing Partner are blacklisted/ debarred/ suspended or put on holiday list by any Statutory/Regulatory/Government Authorities/State Electricity Utility/PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Signature of the Proprietor:

Name

Designation:

Seal of the Company:

Date:

Form-XI

(On the Bidder's Letterhead)

DECLARATION REGARDING NO LITIGATION AGAINST WBSEDCL

We hereby declare that, no legal litigation/arbitration is pending/ongoing against WBSEDCL in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

If it is found at any stage of tendering, our offer will be rejected and I/We don't have any objection on the same.

Bidder's Name:

Signature of the Tenderer :

Designation:

Seal of the Company

Date:

Forms for E - Tender

FORM-XII

PROFORMA FOR UNDERTAKING TO BE-SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the document

Produced before Tender Committee for verification in support of his eligibility)

I,-----,Partner/Legal Attorney/Accredited

Representative of M/s -----, solemnly declare
that:

1. We are submitting Tender for the Work -----
Against Tender Notice No. -----dt -----
2. None of the Partners of our firm is relative of employee of -----
(Name of the Company)
3. All information furnished by us in respect of fulfillment of eligibility criteria and
Qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine,
authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any
time, department may cancel my Tender and action as deemed fit may be
taken against us, including termination of the contract, forfeiture of all dues
including Earnest Money and banning/delisting of our firm and all partners
of the firm etc.

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

Forms for E - Tender

FORM-XIII

FORMAT OF LETTER OF BID

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC)

To

The Tender Committee

Sub: Letter of Bid for the work

Ref : 1. NIT No. ----- Dated -----

2. Tender Id No. -----

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance Work Order shall constitute a binding contract between us.

We hereby confirmed our acceptance of all the items and conditions of the NIT document unconditionally.

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

Forms for E - Tender

Form-XIV

(On Vendor's Letterhead)

To
The Chief Engineer,
Procurement & Contracts Department
WBSEDCL, Vidyut Bhavan,
Kolkata-700091.

Date: [DD/MM/YYYY]

(To be submitted during return of 1st part BG)

Subject: No Claim Certificate to WBSEDCL.

Ref- Purchase Order No-, dated..... for supply of

Dear Sir/Madam,

I, [Name of Authorized Signatory], [Designation of Authorized Signatory], of of Vendor Company name, (Vendor Code: [If applicable]), hereby certify that we have received full and final settlement of all outstanding dues, claims, and charges from WBSEDCL for the supplies of materials/services rendered against Purchase Order -....., to date [Specify if any specific period or contract is relevant].

We unconditionally and without any reservation whatever certify that, there are no outstanding demands, bills, or any other claims of any nature whatsoever from our end against the aforementioned Purchase Order.

However, we shall continue to be bound by the terms & conditions of the contract agreement, as regards performance of the contract.

Thanking you,

Yours faithfully,

(Signature & Stamp)

[Name of Authorized Signatory]

[Designation]

[Vendor Company Name]

CIRCULAR

Format to upload brief summary against Expression of Interest (EOI)/ Tender Notifications (NIT) at Web Portal of WBSEDCL i.e. www.wbsedcl.in

Tender/Bid / EOI References	Broad Head of the Material/service/ Contract	Estimated Value (in Rs)	Last Date & Time of Sale of Document (Manual)	Document Download Start Date & Time (e-Tender)	Due Date & Time of Bid/EOI Submission	Due Date & Time of Bid/EOI Opening	Remarks
							Copy enclosed

Revised Procurement Procedure for Procurement of Oil Cooled Distribution Transformers of rating 11/0.433KV; 25, 63, 100, 160, 250 & 315KVA through Empanelment Process

With the objective to reduce repetitive nature of job, to minimize time for tender finalization and for better inventory management, the Board of Directors in its meeting held on 17.07.2017 accorded approval to the new procurement procedure for procurement of oil cooled Distribution Transformer of rating 11/0.433KV; 25, 63, 100 & 160KVA in partial modification of the Purchase Policy, through empanelment of vendors on the basis of Rating of Distribution Transformer followed by Limited tender. Accordingly, Office Order no. 1252 dated 29.08.2017 of Director (HR) was issued.

Now, to incorporate 250KVA & 315KVA DTR in the empanelment procedure and due to need of modification/adoption of few changes in the new procurement procedure, followings have been adopted for procurement of oil cooled Distribution Transformer of rating 11/0.433KV; 25, 63, 100, 160, 250 & 315KVA. Accordingly, Office Order no. 2294 dated 16.10.2023 of Director (HR) was issued.

A. FREEZING OF “TECHNICAL SPECIFICATION”:

Technical specification for oil cooled Distribution Transformer of rating 11/0.433KV; 25, 63, 100, 160, 250 & 315KVA will be freezed and it will remain unaltered for at least a period of 03(three years) with provision for further extension up to a maximum of one year.

After finalization of said specification, the “Technical Specification” will be uploaded in WBSEDCL website for ready reference.

B. TYPE TEST CERTIFICATE AS PRE-REQUISITE FOR THE EMPANELMENT PROCEDURE:

The bidder should submit Type Test Report of Short Circuit Test and Lightning Impulse Voltage Test for the rating they are offering along with drawing conducted from CPRI, NABL accredited laboratory of third party /Govt. approved laboratories carried out within Five years from the due date of submission of bid of tender for empanelment.

Short circuit Test and Lightning Impulse voltage test certificates of DTR having higher KVA rating than the offered item, but up to & including 200 KVA and having same voltage ratio and similar type as that of the tendered item, uploaded with the bid documents may also be accepted as pre-requisite for empanelment for DTRs up to 160KVA.

Similarly, Short circuit Test and Lightning Impulse voltage test certificates of DTR having higher KVA rating than the offered item, but up to & including 2500 KVA and having same voltage ratio and similar type as that of the tendered item, uploaded with the bid documents may also be accepted as pre-requisite for empanelment for DTRs up to 315KVA.

C. TYPE TEST TO BE CARRIED OUT AFTER PLACEMENT OF ORDER IN THE SUBSEQUENT LIMITED TENDER:

After placement of order (if eligible) in the subsequent limited tenders, the Empanelled vendors need to submit the type & special test certificate (as applicable) along with the details of duly preserved type tested DTR (sealed by WBSEDCL) as mentioned in cl. No. (C)(ii) below, to the Distribution Testing Department, WBSEDCL during submission of Drawing & GTP for approval. Distribution Testing Department, WBSEDCL will specify whether any type & special test (as applicable) to be conducted or not during drawing & GTP approval stage based on the criteria mentioned below. Distribution Testing Department, WBSEDCL reserves the right in this matter and their decision shall be binding.

The Empanelled vendors need not conduct fresh Type & Special Tests (as applicable) after placement of order if they fulfill the following two criteria-

- (i) They have valid type & special test certificate (as applicable) of the offered rating having exact design & other details as per technical specification of WBSEDCL as on due date of submission of drawing & GTP

&

- (ii) The type-tested transformer which was duly sealed by WBSEDCL during type-test against WBSEDCL order, is preserved at their works. Also, the type tested transformer duly sealed by WBSEDCL is to be preserved at their works during the entire empanelment period.

D. FLOATING OF E-TENDER FOR EMPANELMENT OF INTERESTED MANUFACTURERS OIL COOLED DISTRIBUTION TRANSFORMER

Details of which is placed below: -

- i. The E-tender will be single part for “Techno commercial Evaluation” of participated manufacturers towards rating wise empanelment of Bidders for 11/0.433KV; 25, 63, 100, 160, 250KVA & 315KVA oil cooled Distribution Transformers. The aforesaid empanelment will remain valid for at least a period of 03(three years) with provision for further extension up to a maximum of one year.
- ii. This E-tender will also have both “Technical & Commercial Qualifying Requirement for interested manufacturers” and the same will be evaluated.
- iii. The “Tender Fees” will be NIL.
- iv. Earnest Money Deposit (EMD) for Empanelment will be Rs. 10,00,000/- (Rupees Ten Lac Only) for manufacturers other than applying for promotional category. The EMD amount is to be deposited through Net Banking/RTGS/NEFT Payment only for manufacturers other than applying for promotional category. EMD amount will be refunded to empanelled vendors after expiry of “Total Empanelment Period” or the completion of the purchase order(s) against the subsequent limited tenders, whichever is later. No interest on above Earnest Money Deposit will be paid.
- v. The bidders applying for Empanelment (except who are applying for promotional category) shall have minimum average annual turnover of Rs. 5.0 (Five) Crore for a period of the last 3(Three) preceding financial years.
- vi. **Supply Credential as pre-requisite for manufacturers other than applying for promotional category:-**

The bidders (except who are applying for promotional category) should have supply credential of DTRs having same or higher capacity rating of same voltage ratio, supplied to WBSEDCL/other Power Utilities/other Govt. Departments in earlier occasions within last three financial years. The bidder has to upload relevant Purchase Orders, Inspection Offer letter, Dispatch Instructions, Signed Challans etc. as a proof of completion of supply of the items.

The bidders having sufficient supply credential as above, but not supplied DTRs against WBSEDCL order in earlier occasion, shall be considered as **New Vendor**.

- vii. **For manufacturers interested for Promotional Order:**

To develop new vendor under promotional category, a separate list of manufacturers eligible for promotional order, at the discretion of WBSSEDCL, shall be published after finalization of the original empanelment. However placement of Promotional Order is not mandatory and shall be processed at the discretion of WBSSEDCL.

Earnest Money Deposit (EMD) for participation in the **Promotional Category** will be Rs. 5,00,000/- (Rupees Five Lac Only). The EMD amount is to be deposited in the form of Bank Guarantee (BG) only. The Validity of BG shall be 54 (Fifty Four) Months from the due date of submission of tender and with a claim period of another 03(Three) Months. EMD amount will be refunded to promotional vendors after successful completion of the promotional order(s) or the "Total Empanelment Period", whichever is later. No interest on above Earnest Money Deposit will be paid.

- viii. If any vendor having residual quantities of undelivered materials/equipments against any WBSSEDCL order, and the total completion time of the delivery schedule is over, they have to complete the delivery before finalization of the empanelment, otherwise the bidder will not be empanelled.
- ix. Other terms and conditions of the tender will be guided by the existing Purchase Policy and Purchase Procedure.
- x. WBSSEDCL reserves the right to cancel the empanelment for any or all of the items unilaterally.

E. PUBLICATION OF EMPANELMENT LIST:

After completion of evaluation process, list of rating wise empanelled manufacturers for DTR will be issued from P&C Dept. Also, the rating wise list of manufacturers eligible for promotional order will also be issued from P&C Dept. after issuance of original list of empanelled manufacturers.

The unsuccessful bidders for empanelment will also be intimated accordingly. However, the manufacturers who have failed or not participated in the earlier empanelled process may get a chance to participate in the next tender for additional empanelment which will be done approximately within Two years from the date of original empanelment. It may be noted that the validity of empanelment of those additional empanelled vendors will be limited to the validity period of Original empanelment.

Uploading of list of Empanelled manufacturers for "Rating wise DTR" will be made in WBSSEDCL Website and will be uploaded after completion of successive empanelment process.

F. REVIEW OF VENDOR PERFORMANCE:

The empanelment of a vendor is liable for cancellation on review from time to time based upon their performance during the empanelment period.

G. FLOATING OF LIMITED E-TENDER:

After completion of empanelment process, Limited E-Tender will be floated for submission of two part bid document involving some commercial documents and price bids from the empanelled vendors.

H. PURCHASE ADVICE:

Purchase advice will be issued from P&C Department as per requirement from User Department(s).

I. PROCUREMENT ACTION AS PER PURCHASE ADVICE: The broad stepwise procedure are placed below:-

i. Limited E-Tender among the empanelled vendors will be floated for confirmation of delivery schedule and submission of Price Bid along with average Annual Turnover for the last three financial years and the value of orders in hand to be executed within one year from the date of bid submission for limited tender. Banker's certificate regarding financial capability issued within last one year from the date of opening of limited tender is to be submitted additionally.

ii. Promotional Order :

The Limited tenders shall also contain the provision of placement of promotional order among the listed manufacturers eligible for promotional order. But, they will be eligible for placement of order only once (against each item) during the empanelment period. **However, the manufacturers who will get the promotional order for higher rating DTR, will not be eligible for placement of any promotional order for the lower rating of DTRs in the subsequent limited tenders.**

After successful completion of the delivery of the promotional order, they can participate in the next tender for empanelment as **New Vendor** up to the rating for which they have executed the Promotional Order, provided they fulfill other commercial and technical requirement of the N.I.T for empanelment.

After successful execution of the Purchase Order for the 1st time in respect of DTR of a particular rating(s) in Limited Tender as New Vendor, the vendor may be considered as **Normal Vendor** in subsequent limited tenders up to that rating, provided the vendor fulfills other criteria of NIT.

Financial proposal of the bidder for promotional order shall not be opened. Order may be placed at the discretion of WBSEDCL, at the lowest evaluated rate of the Purchase Order against the original limited tender.

However, placement of promotional order is not mandatory for each tender and shall be processed at the discretion of WBSEDCL.

iii. For limited tender, the existing Purchase Policy and Purchase Procedure, with latest amendments, are to be followed except those deviations as mentioned herein.

iv. Both the Earnest Money submitted during empanelment as well as Limited E-Tender will be liable for forfeiture as well as the cancellation of empanelment along with other penal measures as stipulated in the Purchase Policy in case of the following

- (a) If the empanelled vendors on whom the order is placed fail to accept Purchase Order/LOI issued within their offered validity period.
- (b) For failure to submit specified Security Deposit within time limit indicated in the Purchase Order/LOI.
- (c) If any cartel is formed by the tenderer in their quotation.

v. In case of revocation of the bid or withdrawal/alteration of quoted price after opening of techno-commercial bid, unless it is sought for, Earnest Money submitted during the Limited E-Tender will be liable for forfeiture along with other penal measures as stipulated in the Purchase Policy.

vi. **As per existing Purchase Policy, the Empanelled vendors having residual quantities of undelivered materials/equipments against any WBSEDCL order and lagging behind the delivery schedule of previous orders, have to complete the delivery before the date of opening of price bid during subsequent Limited E-Tender otherwise the price bid of that Empanelled vendor(s) will not be opened.**

vii. Normally limited tender for each rating of DTR may be invited twice in a year. However, based upon the requirement of the User Department, the frequency of procurement may vary.

Revised Procurement Procedure for Procurement of (i) ACSR Conductor of sizes 20 sq mm, 30 sq mm, 50 sq mm & 100 sq mm and (ii) Polymer 11KV & 33KV Pin & Disc Insulators (B&S Type) through Empanelment Process

With the objective to reduce repetitive nature of job, to minimize time for tender finalization and for better inventory management, the Board of Directors in its meeting held on 17.07.2017 accorded approval to the new procurement procedure for procurement of (i) ACSR Conductor of sizes 20 sq mm, 30 sq mm, 50 sq mm & 100 sq mm and (ii) Polymer 11KV & 33KV Pin & Disc Insulators (B&S type) in partial modification of the Purchase Policy, through empanelment of item wise vendors for both the categories of items followed by Limited tender. Accordingly, Office Order no. 1251 dated 29.08.2017 of Director(HR) was issued.

Now, due to need of modification/adoption of few changes in the new procurement procedure, followings have been adopted for procurement of (i) ACSR Conductor of sizes 20 sq mm, 30 sq mm, 50 sq mm & 100 sq mm and (ii) Polymer 11KV & 33KV Pin & Disc Insulators (B&S type). Accordingly, Office Order no. 2296 dated 17.10.2023 of Director (HR) was issued.

A. Freezing Of “Technical Specification”:

Technical specification for (i) ACSR Conductor of sizes 20 sq mm, 30 sq mm, 50 sq mm & 100 sq mm and (ii) Polymer 11KV & 33KV Pin & Disc Insulators (B&S type) will be frozen and it will remain unaltered for at least a period of 03(three) years with provision for further extension up to a maximum of one year.

The Type Test certificates, to be submitted as pre-requisite for both the category of item(s) for empanelment, conducted within last ten/five years (as applicable) from the due date of submission of bid document against tender for empanelment will remain effective during the period of Total Empanelment as the Technical Specification will remain frozen during that period.

After finalization of said specification, the “Technical Specification” will be uploaded in our website for ready reference.

B. Floating of E-tender for Item wise Empanelment of Interested Manufacturers for

(i) ACSR Conductor of sizes 20 sq mm, 30 sq mm, 50 sq mm & 100 sq mm and (ii) Polymer 11KV & 33KV Pin & Disc Insulators (B&S type), the detail of which is placed below:-

- i. The E-tender will be single part for “Techno commercial Evaluation” of participated manufacturers towards rating/item wise empanelment of Bidders for both the categories of items. The aforesaid empanelment will remain valid for at least a period of 03(three) Years with provision for further extension up to a maximum of one year.
- ii. This E-tender will also have both “Technical & Commercial Qualifying Requirement for interested manufacturers” and the same will be evaluated.
- iii. The “Tender Fees” will be NIL.
- iv. Earnest Money Deposit (EMD) for Empanelment will be Rs.5,00,000/- (Rupees Five Lac Only) for manufacturers other than applying for promotional category.

The EMD amount is to be deposited through Net Banking/RTGS/NEFT Payment only for manufacturers other than applying for promotional category. EMD amount will be refunded to empanelled vendors after expiry of “Total Empanelment Period” or the completion of the purchase order(s) against the subsequent limited tenders, whichever is later. No interest on above Earnest Money Deposit will be paid.

v. The bidders applying for Empanelment (except who are applying for promotional category) shall have following minimum average annual turnover for a period of the last 3(Three) preceding financial years-

(i) For ACSR Conductors- Rs. 10.00 (Ten) Crore.

(ii) For Polymer 11KV & 33KV Pin & Disc Insulators (B&S type) -Rs.1.50 Crore (One Crore and Fifty Lac)

vi. Supply Credential as pre-requisite for manufacturers other than applying for promotional category:

The bidders (except who are applying for promotional category) should have supply credential of the items, supplied to WBSEDCL/other Power Utilities/other Govt. Departments in earlier occasions within last three financial years. The bidder has to upload relevant Purchase Orders, Inspection Offer letter, Dispatch Instructions, Signed Challans etc. as a proof of completion of supply of the items.

The bidders having sufficient supply credential as above, but not supplied the items against WBSEDCL order in earlier occasion, shall be considered as **New Vendor**.

vii. For manufacturers interested for Promotional Order:

To develop new vendor under promotional category, a separate list of manufacturers eligible for promotional order, at the discretion of WBSEDCL, shall be published after finalization of the original empanelment. However placement of Promotional Order is not mandatory and shall be processed at the discretion of WBSEDCL.

Earnest Money Deposit (EMD) for participation in the **Promotional Category** will be Rs.2,50,000/- (Rupees Two Lac Fifty Thousand Only). The EMD amount is to be deposited in the form of Bank Guarantee (BG) only. The Validity of BG shall be 54 (Fifty Four) Months from the due date of submission of tender and with a claim period of another 03(Three) Months. EMD amount will be refunded to promotional vendors after successful completion of the promotional order(s) or the "Total Empanelment Period", whichever is later. No interest on above Earnest Money Deposit will be paid.

viii. If any vendor having residual quantities of undelivered materials/equipments against any WBSEDCL order, and the total completion time of the delivery schedule is over, they have to complete the delivery before finalization of the empanelment, otherwise the bidder will not be empanelled.

ix. Other terms and conditions of the tender will be guided by the existing Purchase Policy and Purchase Procedure.

x. WBSEDCL reserves the right to cancel the empanelment for any or all of the items unilaterally.

C. Publication of Empanelment List: After completion of evaluation process, List of rating/item wise empanelled manufacturers for both the category of items will be issued from P&C Dept. Also, the rating wise list of manufacturers eligible for promotional order for both the items will also be issued from P&C Dept. after issuance of original list of empanelled manufacturers.

The unsuccessful bidders for empanelment will also be intimated accordingly. However, the manufacturers who have failed or not participated in the earlier empanelment process may get a chance to participate in the next tender for additional empanelment which will be done

approximately within two years from the date of original empanelment. It may be noted that the validity of empanelment of those additional empanelled vendors will be limited to the validity period of Original empanelment.

Uploading of list of Empanelled manufacturers for both the category of items (item/rating wise) will be made in WBSEDCL Website and will be uploaded after completion of successive empanelment process.

D. Review of Vendor Performance: The empanelment of a vendor is liable for cancellation on review from time to time based upon their performance during the empanelment period.

E. Floating of Limited E-Tender for Procurement: After completion of empanelment process, Limited E-Tender will be floated for submission of two part bid document involving some commercial documents and price bids from the empanelled vendors.

F. Purchase Advice:

Purchase advice will be issued from P&C Department as per requirement from User Department(s).

G. Procurement Action as per Purchase Advice: The broad step wise procedure are placed below-

i. Limited E-Tender among the empanelled vendors

will be floated for confirmation of delivery schedule and submission of Price Bid along with average Annual Turnover for the last three financial years and the value of orders in hand to be executed within one year from the date of bid submission for limited tender. Banker's certificate regarding financial capability issued within last one year from the date of opening of limited tender is to be submitted additionally.

ii. Promotional Order :

The Limited tenders shall also contain the provision of placement of promotional order among the listed manufacturers eligible for promotional order for both the categories of items. But, they will be eligible for placement of order only once (against each item) during the empanelment period. **However, the manufacturers who will get the promotional order for higher rating, will not be eligible for placement of any promotional order for the lower rating for both the categories of items in the subsequent limited tenders.** After successful completion of the delivery of the promotional order, they can participate in the next tender for empanelment as **New Vendor** up to the rating for which they have executed the Promotional Order, provided they fulfill other commercial and technical requirement of the N.I.T for empanelment.

After successful execution of the Purchase Order for the 1st time against any particular item(s)/rating(s) in Limited Tender as New Vendor, the vendor may be considered as **Normal Vendor** in subsequent limited tenders up to that rating, provided the vendor fulfils other criteria of NIT.

Financial proposal of the bidder for promotional order shall not be opened. Order may be placed at the discretion of WBSEDCL, at the lowest evaluated rate of the Purchase Order against the original limited tender.

However, placement of promotional order is not mandatory for each tender and shall be processed at the discretion of WBSEDCL.

iii. For limited tender, the existing Purchase Policy and Purchase Procedure, with latest amendments, are to be followed except those deviations as mentioned herein.

- iv. Both the Earnest Money submitted during empanelment as well as Limited E-Tender will be liable for forfeiture as well as the cancellation of empanelment along with other penal measures as stipulated in the Purchase Policy in case of the following:
- (a) If the empanelled vendors on whom the order is placed fail to accept Purchase Order/LOI issued within their offered validity period.
 - (b) For failure to submit specified Security Deposit within time limit indicated in the Purchase Order/LOI.
 - (c) If any cartel is formed by the tenderer in their quotation.
- v. Also, in case of revocation of the bid or withdrawal/alteration of quoted price after opening of techno-commercial bid, unless it is sought for, Earnest Money submitted during the Limited E-Tender will be liable for forfeiture along with other penal measures as stipulated in the Purchase Policy.
- vi. **As per existing Purchase Policy, the Empanelled vendors having residual quantities of undelivered materials/equipments against any WBSEDCL order and lagging behind the delivery schedule of previous orders, have to complete the delivery before the date of opening of price bid during Limited E-Tender otherwise the price bid of that Empanelled vendor(s) will not be opened.**
- vii. Normally limited tender for each item for both the categories of items may be invited twice in a year. However, based upon the requirement of the User Department, the frequency of procurement may vary.

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Revised Procedure for Procurement of Single Phase & Three Phase Whole Current Energy Meters through Empanelment Process

The Procedure for Procurement of Single Phase & Three Phase whole current Static Energy Meters through process of empanelment of vendors for two years with provision of extension of one year, was approved by the Board of Directors, in its meeting dated 13.10.2015, with a view to minimize time for tender finalization. Thereafter, Office Order No. 1029 dated 20.01.2016 was issued and procurement of single phase & three phase whole current energy meters, is done, following this procedure.

It is felt necessary to modify the relevant clause of this procedure for meters, in line with the procedure issued thereafter, for empanelment of other items. Moreover, some other changes are felt necessary, regarding sample meter re-testing, quantity for Limited Tender, etc. The Board of Directors, in meeting dated 22.08.2019, accorded approval to the proposed changes. After incorporation of the modification, the Revised Procedure for procurement of single phase & three phase whole current energy meters, will be as detailed below:-

A. Freezing of “Technical Specification, Tamper Logic & Its Threshold Value”

Technical Specification, Tamper Logic & its threshold values will be freezed both for Three Phase & Single Phase Whole Current Static Energy meters and it will remain unaltered for at least a span of Two Years with provision for further extension of one year. This will be done by Distribution Testing Department.

After final approval, the “Technical Specification, Tamper Logic & its threshold values” will be hosted in the website of the Company for ready reference.

B. Floating of E-tender for Empanelment of Interested Meter Manufacturers

The e-tender will be floated for empanelment of interested meter manufacturers, details of which is given below:-

- (i) The above E-tender will be single part for “Techno Commercial Evaluation” of participated Meter manufacturers towards empanelment. The aforesaid empanelment will remain valid for at least a span of Two Years with provision for further extension of one year.
- (ii) This E-Tender will also have both “Technical & Financial Qualifying Requirement for interested Meter manufacturers” and the same will be evaluated. Technical & Financial Q/R are to be reviewed and freezed before floating the E-tender.
- (iii) The “Tender Fees” will be NIL.
- (iv) EMD for Empanelment will be Rs. 500000/- (Rupees Five Lakh) to be deposited in the form of DD/Pay Order favouring WBSSEDCL and Payable at Kolkata by the interested Meter manufacturers. This will be retained as “Deposit for Empanelment” and it will be refunded to empanelled vendor after expiry of “Total Empanelment Period”. Tenderer shall not claim any interest on Earnest Money Deposit.

This Deposit will be liable for forfeiture along in case of the following:

- (a) If the empanelled vendors on whom the order is placed, fail to accept Purchase Order/LOI issued within their offered validity period.
- (b) For failure to submit specific Security Deposit within time limit indicated in the Purchase Order/LOI.
- (c) If any cartel is formed by the tenderer in their quotation.
- (v) The “**Sample Testing**” of deposited Meters by the Bidders will be done at our DTD laboratory. C.E (DTD) shall declare the name of meter manufacturers whose sample meters have been found to conform to the qualifying requirement. Thereafter, the list

containing the name of eligible & qualified meter manufacturers will be finalized by in-house committee.

In case the manufacturers who deposited “Sample meters”, are failed in 1st Sample Testing, will get chance to improve their product and offer for retesting at DTD through P&C Department towards empanelment after expiry of at least three months from the date of completion of entire 1st Sample Testing as a course of Vendor improvement. Sample for retesting may be submitted maximum up to two times during the entire period of empanelment.

On every occasion of “Retesting of sample Meter”, non-refundable Re-testing fees of Rs.20,000/- (Rupees Twenty Thousand)+GST, will have to be deposited by the respective meter manufacturers. The approved Meters will be kept as “Prototype Sample” of all the empanelled manufacturers for the entire period of Empanelment.

(vi) After completion of above process, List of Meter Type wise empanelled Meter manufacturers will be issued from P&C Dept and inclusion of vendors in the list, will be made from time to time, if required, after retesting of sample meters. The empanelled meter manufacturers shall not be required to offer sample meters for test requirements during the period of empanelment. The empanelment is liable for cancellation on review from time to time. The unsuccessful bidders will also be intimated accordingly.

(vii) Hosting of “Meter Category Wise” Empanelled Meter manufacturers will be done in WBSEDCL website and will be updated from time to time.

C. Purchase Advice - Purchase advice will be issued from P&C Department as per site requirement twice a year normally.

D. Procurement Action as per Purchase Advice – The broad stepwise procedure for Procurement Action as per Purchase Advice is given below:-

- (i) Limited E- Tender will be floated among the empanelled vendors, where existing Purchase Policy and Purchase Procedure (with latest amendments) for Open Tender, will be followed. Empanelled vendors having residual quantities of undelivered material/equipment of previous order, have to complete the delivery before opening of price bid.
- (ii) Opening of price Bid and finalization of “L1 price” through “Reverse Auction” procedure as per existing policy.
- (iii) Awarding of Contract and distribution of order as per WBSEDCL existing Purchase Policy after “Price Matching”, if agreed to by other vendors.
- (iv) The new entrant Meter manufacturers for WBSEDCL, who comply the Technical & Financial Q/R and passed in Sample Testing, will get 30% of Tender quantity, if became L1 after Reverse Auction. Manufacturers who will be empanelled as fresh manufacturer and opted for “Promotional Order” may get “Promotional order of maximum 5% of Tender quantity, if they match with L1 price after Reverse Auction.
- (v) As per prevailing practice, 5% of ordered value is to be submitted as “Security Deposit” by the vendors on whom order is placed. There will be provision for release of Security Deposit as per present “Purchase Policy”.

E. For Procurement of next Phase – In Limited E-Tender inclusion of any other successful vendor will be accepted as per policy described under B (v) above.

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Tender Notice No.

Date:

NOTICE INVITING TENDER (MANUAL)

Sub:- Sealed tenders super scribing Tender Notice No. with due date and firm's own seal are invited by (name and address of tender inviting authority) for the job mentioned in the 'Subject' above with terms and conditions stipulated hereunder:-

A. Terms and Conditions:

1. Tender No. with date of opening of the tender should be prominently written on the envelope. EMD, Techno-Commercial & Price bid should be sealed in separate envelopes. Then three envelopes will be sealed in fourth envelope for submission.
2. The sealed tenders should be submitted at (address of tender inviting authority). Tender will be received up to 01.30 P.M. on _____. Tender will be opened on _____ at 12:30 PM. Pre-Bid will be held on _____ at 11:30 Hrs.
3. **Firm rate shall be quoted exclusive of GST.**
4. **GST as applicable and HSN Code of the materials shall be mentioned separately.**
5. **Evaluation will be made on total cost of all items of the tender based on unit quoted rates including taxes.**
6. The offer against tender should remain valid for **120 days** from the next date of opening of tender.
7. Specification of the job/items must be furnished in the offer.
8. Rates must be provided for items as per the job given in **Annexure-II** of the NIT. No deviation from the under mentioned Terms and Conditions will be allowed.
9. A declaration regarding acceptance of under mentioned Terms and Conditions must be enclosed as per Annexure-I.
10. WBSEDCL is not bound to accept the lowest tender and reserves right to reject or accept any or all tenders, without assigning reason whatsoever in consideration of the Company's interest.
11. Any evidences of unfair trade practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
12. In case of failure on the part of successful bidder for supply and delivery of the items on receipt of the purchase order irrespective of the value of the order, the WBSEDCL reserves every right to cancel the order without assigning any reason whatsoever.
13. **No escalation of prices will be allowed.**
14. Security Deposits @10% of the ordered value will be submitted by the supplier within two weeks from the date of issuance of the Purchase Order in the form of Bank Guarantee/DD/Pay Order.

15. In addition to the Security Deposit in the form of Bank Guarantee as mentioned above,
 - a) Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order,
 - b) Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order,
16. Security Deposit a) & b) above shall remain valid up to the time of completion of supply of materials, with an additional claim period of further six months.
17. Tenders received without seal of the firm, reference number and date, date of opening of tender on the envelope containing quotations will be rejected.
18. WBSEDCL reserves the right to cancel the tender unilaterally without assigning any reason and to increase/decrease the tender quantity by +/-25% at the time of placing Purchase Order.
19. WBSEDCL reserves the right to take decision according to the relevant clauses of its Purchase Policy, posted in the website:www.wbsedcl.in.
20. The supplier shall arrange for necessary inspection and testing as per Indian Standards by the Officers of WBSEDCL.

B. Document Submission: Following Documents are to be submitted along with filled in Annexure- I and Annexure – II with the Bid:-

1. PAN Card.
2. Current Professional Tax Challan.
3. GSTIN Registration Certificate.
4. Documents/ Credentials in support of related work in other organization or agencies during the last 03 (three) years.
5. Annual Turnover for last three financial years.
6. Trade license.
7. MSME Registration Certificate (if applicable).
8. Any other documents if applicable.

C. Scope of Work and Service: To be mentioned by the tender inviting authority.

D. General Conditions of Contract:

1. **Price:** The Bidders have to quote price for all the items as per Price Schedule format in Annexure-II. No exclusion from the above list will be allowed. GST will be mentioned extra.
2. **EMD:** Amount of earnest money deposit shall be 2.0% (two percent) of the pro-rata estimated value of the Item-wise offered quantity specified in the NIT to be submitted in the form of Bank Guarantee/DD/Pay order at the respective offices.

Tenderer shall not claim any interest on Earnest Money Deposit. Earnest Money submitted shall be liable to forfeiture in case of

- (i) Revocation of bid or alteration in quoted rates in Price Bid/Reverse Auction or any change in the terms and conditions of the bid after its opening without being asked by the Tender Inviting Authority.
- (ii) If the successful tenderers fail to accept Purchase Order / LOI issued within their offered validity period.

Format for Manual Tender

- (iii) For failure to submit specified Security Deposit within time limit indicated in the Purchase Order / LOI.
- (iv) If any cartel is formed by the tenderers in their quotation.
- (v) **Material and Workmanship:** All the works shall be executed with the materials as specified and with best workmanship and/or in the best manner to the satisfaction as mentioned in the above NIT and the articles should be delivered within days from the date of issuance of the order.
- (vi) **Risk Purchase:** The time of delivery (offer for inspection) or physical dispatch stipulated in the purchase order shall be deemed to be of the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the said purchase order/contract/letter of intent, the purchaser shall be entitled to purchase such consignment or if not available, the best and nearest available substitute elsewhere on the account and at the risk of the supplier or to cancel the contract and the supplier shall be liable to compensate for any loss or damage which the purchaser may sustain by reason of such failure on the part of the supplier. The Company at its discretion may not issue subsequent tender if earlier Purchase Order against earlier tender is not executed fully.

If there is a failure to execute the contract fully, WBSEDCL reserves the right to invoke Bank Guarantee/forfeit Earnest Money deposit/cash security to the extent of loss so suffered by the WBSEDCL on risk purchase or otherwise, and may deduct the additional amount, if any, so incurred by the Company from other claim / bill lying with the WBSEDCL.

- 5. **Delivery:** All the items to be delivered within working days from the date of placement of Purchase Order.
- 6. **Liquidated Damage:** Delivery of items within stipulated period is an essence of the contract. However, in case of delayed delivery or work, a penalty @ **0.5%** of the ordered value per week or part thereof, subject to maximum of **10%** will be imposed and that will be deducted from the respective bill.
- 7. **Payment:** Payment will be released within **45 days** (only for micro and small enterprises) against submission of bills (in triplicate) complete in all respect, after supply and delivery of the articles. The bills shall be duly certified by the Controlling Officer along with original signed challan with stamp of the receiving officer.
- 8. **Legal Jurisdiction:** If any dispute or difference arising out of the quality of product/ service is pertaining to this contract/ order or any other terms and conditions of the contract/order including bid notice, process and finalization of bid shall be subject to settlement under the jurisdiction of Courts in Kolkata.
- 9. **Paying Officer:** A.G.M (F&A), P&C Department, WBSEDCL.
- 10. **Consignee Officer:** Manager (HR&A), P&C Department, WBSEDCL.
- 11. **Controlling Officer:** The Chief Engineer, P&C Department, WBSEDCL.
- 12. **Cancellation/ Termination of order:** The time period for effecting the desired work related to this tender shall to be treated as the essence of the contract. WBSEDCL reserves the right to repudiate the contract with 30 days termination Notice if the prescribed period is not strictly adhered to.

(Designation and Seal of Tender Inviting Authority)

Format for Manual Tender

Memo No.

Date:

Copy to:

1.
2.
3.

(Designation and Seal of Tender Inviting Authority)

ACCEPTANCE OF TENDER

NIT NO:

Dear Sir,

Having examined the NIT document of the above tender, I/We hereby like to state that I/We willfully accept all your Terms and Conditions of the tender unconditionally and offer for supply of the Item (s) as per Tender No stated above.

.....
SIGNATURE OF THE TENDERER WITH OFFICIAL SEAL.

BOQ and PRICE SCHEDULE

NIT NO:-

<u>SL. No.</u>	<u>Description of Work</u>	<u>HSN Code</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate (₹)</u>	<u>Amount (₹)</u>
1				Nos.		
2				Nos.		
3				Nos.		
					Sub Total :-	
					Add :- CGST @	
					Add :- SGST @	
					Total :-	

.....
SIGNATURE OF THE TENDERER WITH OFFICIAL SEAL

REFERENCE:-

- i. Office Order No.4 Dated 20.04.2010 of the Chief Engineer &Material Controller
- ii. Office Order No.609 Dated 08.08.2012 of the Director(HR)
- iii. Circular No.01 Dated 17.08.2012 of the Chief Engineer (P&CD)
- iv. Office Order No.706 Dated 06.04.2013 of the Director(HR)
- v. Office Order No.901 Dated 10.11.2014 of the Director(HR)
- vi. Office Order No.953 Dated 11.04.2015 of the Director(HR)
- vii. Office Order No.988 Dated 07.09.2015 of the Director(HR)
- viii. Office Order No.993 Dated 22.09.2015 of the Director(HR)
- ix. Office Order No. 1079 Dated 04.06.2016 of the Director(HR)
- x. Circular No. IT&C/15.20/1003 Dated 17.06.2016 of the Executive Director(IT)
- xi. Office Order No.1146 Dated 05.01.2017 of the Director(HR)
- xii. Office Order No.1211 Dated 25.05.2017 of the Director(HR)
- xiii. Office Order No.1251 Dated 29.08.2017 of the Director(HR)
- xiv. Office Order No.1252 Dated 29.08.2017 of the Director(HR)
- xv. Office Order No.1703 Dated 23.09.2019 of the Director(HR)
- xvi. Circular No.22 Dated 16.09.2020 of the Director(HR)
- xvii. Office Order No.1989 Dated 30.04.2021 of the Director(HR)
- xviii. Office Order No.1994 Dated 19.05.2021 of the Director(HR)
- xix. Office Order No.1997 Dated 14.06.2021 of the Director(HR)
- xx. Memorandum No. 2320-F(Y) Dated 07.06.2022 of Govt. of West Bengal
- xxi. Office Order No.2175 Dated 16.09.2022 of the Director(HR)
- xxii. Office Order No.2277 Dated 22.08.2023 of the Director(HR)
- xxiii. Office Order No. 2280 Dated 04.09.2023 of the Director(HR)
- xxiv. Office Order No. 2281 Dated 05.09.2023 of the Director(HR)
- xxv. Office Order No. 2293 Dated 16.10.2023 of the Director(HR)
- xxvi. Office Order No. 2294 Dated 16.10.2023 of the Director(HR)
- xxvii. Office Order No. 2295 Dated 16.10.2023 of the Director(HR)
- xxviii. Office Order No. 2296 dated 17.10.2023 of the Director(HR)
- xxix. Office Order No. 2298 Dated 01.11.2023 of the Director(HR)
- xxx. Office Order No. 2373 dated 10.07.2024 of the Director(HR)
- xxxi. Office Order No. 2414 dated 25.09.2024 of the Director(HR)
- xxxii. Office Order No. 22 dated 21.10.2024 of the Director(Distribution)
- xxxiii. Office Order No.2514 Dated 08.09.2025 of the Director(HR)
- xxxiv. Office Order No.2515 Dated 08.09.2025 of the Director(HR)
- xxxv. Office Order No.2516 Dated 08.09.2025 of the Director(HR)
- xxxvi. Office Order No.2517 Dated 08.09.2025 of the Director(HR)
- xxxvii. Office Order No.2518 Dated 08.09.2025 of the Director(HR)
- xxxviii. Office Order No.2524 Dated 25.09.2025 of the Director(HR)
- xxxix. Office Order No. 21 Dated 16.10.2025 of the Chief Engineer(P&CD)

