



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.wbsedcl.in

Office Order No:2514

Dated-08.09.2025

Sub: Amendment of Clause No. 2.0 '*Invitation of Tenders*', Clause No. 5.00 '*Earnest Money to be submitted with Tender Bids*', Clause No. 11.00 '*Price Evaluation and Finalisation of the Tender*', Clause No. 11.10, Clause Nos. 2(m), 8(h) & 8(i) of *Annexure-A (Holiday Listing)*, Clause Nos. 5(a), 5(b), 7(a), 7(b), 8 & 9 of *Annexure-B (Vendor Rating)*, and Inclusion of '*Tie Bid*' under new Sub-Clause No. 10.04 & '*Litigation/Arbitration against WBSEDCL*' under new Clause No. 14.00 in the **Revised Purchase Policy** of WBSEDCL.

In order to improve operational efficiency and mitigate potential litigation in view of the changed circumstances, it has been decided to make the following amendments and inclusions in the Revised Purchase Policy of WBSEDCL:-

Clause No. 2.0 INVITATION OF TENDERS:

Clause No. 2.01(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.

Clause No. 5.00 Earnest Money to be submitted with the Tender Bids:

Clause No. 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 upto 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.

Clause No. 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 upto the time of completion of supply of materials, with an additional claim period of further six months.

Clause 10.04: TIE BID: (Newly inserted):

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.

Clause 11.00 PRICE EVALUATION AND FINALISATION OF THE TENDER:-

Clause 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 upto 2500 KVA capacity having voltage rating upto 33KV.

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

Clause No. 11.10

To develop new Vendors, promotional orders will be restricted upto 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 upto 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.

Clause No. 14.00: LITIGATION/ARBITRATION AGAINST WBSEDCL(Newly inserted):

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.

Clause No 15 : The '**Applicability**' clause earlier mentioned as Clause No. 14 shall now be read as Clause No. 15, consequent upon insertion of the new Clause No. 14.

ANNEXURE-A HOLIDAY LISTING

Clause No. 2.(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).

Clause No. 8.(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.

Clause No. 8.(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.

ANNEXURE B VENDOR RATING

Clause No. 5 a.:-

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.

Clause No. 5b.:-

ADDITIONAL NEGATIVE TEN MARKS (-10) ESPECIALLY FOR ENERGY METERS, DTRs and other equipments 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.

Clause No.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.

Clause 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.

Clause No. 8 Vendor Performance Rating

<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

		<ul style="list-style-type: none"> • 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

Clause No. 9

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 spitted 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.

This is as per the resolution taken in the **133rd Meeting** of the Board of Directors, held on 12.08.2025.

This order takes immediate effect.


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

Distribution:

1. Director (R&T)/ Director (HR) /Director (Dist)/Director (Fin)/ Director (Projects)/Director (Generation)
2. Adviser(S&V), WBSEDCL.
3. Legal Advisor , WBSEDCL .
- 3.Executive Director (Distribution)/(Project)/(Commercial). WBSEDCL.
4. Chief Engineer: Dist.North/ Dist.South. WBSEDCL
- 5.Chief Engineer:P&E/Projects-I/Project-II/Project- III/ Project -IV/Commercial/Hydel/ EMD/PTP/Safety Regulation/CRM/P&C/DTT/PIDD/PPSP/PSPD/Turga/R&EM/SPGD/S&LP/Hydel./Communication/Corp.Monitoring, WBSEDCL
6. Chief Engineer (IT),WBSEDCL- **with request for uploading this Circular in the Website of the Company**
7. Chief Engineer & Project Manager, PPSP HQ, WBSEDCL
8. General Manager:(HR&A): Corp./T&D and PM/Planning, WBSEDCL.
9. General Manager(F&A): Corp. Planning/IA/Operation, WBSEDCL.
11. Company Secretary, WBSEDCL.
12. Officer on Special Duty, WBSEDCL.
- 13 Chief Vigilance Officer, WBSEDCL.
14. Project Manager, PPSP Site/RHP/TCFHP/TPSP/JHP, WBSEDCL.
15. Addl. Chief Engineer, S&LP/DSM Cell, WBSEDCL.
16. Zonal Manager: Kolkata/Burdwan/Midnapur/ Berhampur/ Malda/Siliguri Zone, WBSEDCL.
18. Addl. Genl. Manager (HR&A): SSC/CLM/Corp./ES&ER-I/Dist./Legal/Vigilance/ES&ER-II/PTP/PSPD/Common Service Cell/HCM Core Team/HRDD/Project-II/Land Acquisition/Board Cell, WBSEDCL.
19. Project Manager: Siliguri/ Raiganj/ Berhampore/Barasat/ Burdwan/ Jalpaiguri/ Coochbehar/ Malda/ Balurghat/ Murshidabad/ Nadia/ West Midnapur/ East Midnapur/ Bankura Baruipur/ Howrah-Hooghly/Suri/Project Office,WBSEDCL.
20. Addl. Genl. Manager (F&A): Corp.-Finance/B&A/MIS-ESTB/Indirect Tax Cell/ Terminal Claims Hydel/Dist./Project-IV/ P&C/ Internal Audit/Project-II/ IT, WBSEDCL
21. AGM(HR&A)- (Corporate Communication & CPRO), WBSEDCL.
22. Chief Medical Officer, WBSEDCL.
23. Advisor, Liaison Office, New Delhi, WBSEDCL.
24. Chief Security Officer, WBSEDCL.
25. Chief Land Officer, Land Acquisition Cell, WBSEDCL.
26. Sr. Manager (F&A)/(HR&A), Indirect Taxes/ Budget/ Estb. Corp/ CMC/ EMD, WBSEDCL
27. Regional Manager : North 24-Parganas/ South 24-Parganas/ Bidhannagar /Howrah /Hooghly/ Purba Bardhaman/ PaschimBardhaman/ Birbhum/ Purba Medinipur/ Paschim Medinipur/ Jhargram/Bankura/ Purulia/ Nadia/ Murshidabad/ Malda/ Uttar Dinajpur/ Dakshin Dinajpur/ Jalpaiguri/ Darjeeling/Kalimpong/ Alipurduar/ Coochbehar Region, WBSEDCL.
28. Divisional Manager: Behala/ Baruipur/Garia/ Diamond Harbour/ Canning/ Bidhannagar-I/Bidhannagar-II/ Howrah-I/ Howrah-II/Uluberia/Barrackpore/ Naihati/ Barasat/ Basirhat/ Habra/ Bongoan/ Serampore/ Singur-Haripal/ Tarakeswar Arambag/ Chandannagar/ Mogra/ Kalna/ Katwa/ Memari/ Burdwan North/ Burdwan South/ Durgapur/ Asansol/ Suri/ Rampurhat/ Bolpur/ Tamluk/ Contai/ Haldia/ Ghatal/ Midnapur/ Kharagpur/Bankura/ Bishnupur/ Purulia/ Raghunathpur/ Kalyani/ Krishnagar/ Tehatta/ Berhampur/ Kandi/ Raghunathganj/ Malda/Gajol/Chanchol/Jalpaiguri/ Domkal/ Jiaganj/ Alipurduar/ Coochbehar/ Darjeeling/ Siliguri Town/ Siliguri Suburbon/ Kurseong/ Islampur/ Kalimpong/ Mal/ Mathabhanga/ Belda/ Egra/ Jhargram/ Khatra/ Nakashipara/ Kakdwip/ Bhangar/ New Town/ Balurghat/ Buniadpur/Islampur/Raiganj/Ranaghat Division, WBSEDCL. **They are requested to circulated the same to the Station Manager under their respective jurisdiction**
29. Sr. P.S. to Chairman and Managing Director/Director (R&T)/ Director (HR) /Director (Dist)/Director (Fin)/ Director (Projects)/Director (Generation)/ ED(Distribution)/(Commercial)/(Projects), WBSEDCL.