WBSEDCL

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt.of West Bengal Enterprise)

Office of the Chief Engineer: Procurement & Contracts Department

Bidyut Bhaban (4th Floor) : Bidhannagar : Block-DJ, Sector-II, Kolkata-700 091

Phone No. 033-2359-8397 : Fax No. 033-2359-1921 / e-mail – procurementdept@wbsedcl.in

***CIN*- U40109WB2007SGC113473, *website:* www.wbsedcl.in**

NOTICE INVITINGTENDER

N.I.T No - P-23/2026-27/PC-II/CRP

Tenders are invited by the Chief Engineer, Procurement & Contracts Department, WBSEDCL, Vidyut Bhaban (4th Floor), Bidhannagar, Block-DJ, Sector-II, Kolkata-91 through electronic tendering (e-tendering) from genuine manufacturers only for manufacture, testing, supply and delivery of the following items as per schedule detailed below:-

Sl. No.	Description of item	Quantity (Sets)	Estimated Value (Rs. in Cr.)	Minimum quantity to be offered by the Tenderer (Sets)
1. (a)	33 KV SCADA Compatible Feeder Control & Relay Panel with Directional O/C & E/F Protection relays, other relays, meters & instruments etc. as per Technical Specification	150 sets	**3.39**	150 sets
(b)	IEC 61850 compliant Directional Numerical O/C and E/F Relay	15 nos.	**0.11**	15 nos.
©	Master Trip Relay	15 nos.	**0.02**	15 nos.
(d)	AC Supervision Relay	15 nos.	**0.02**	15 nos.
(e)	DC Supervision Relay	15 nos.	**0.02**	15 nos.
(f)	Trip Circuit Supervision Relay	15 nos.	**0.02**	15 nos.
1.	33 KV SCADA Compatible Feeder Control & Relay Panel with Directional O/C & E/F Protection & Mandatory Spares as specified in Sr. No. 1.(b) to 1.(f) above.		**3.58**	
2. (a)	33 KV SCADA Compatible Individual Transformer Control & Relay Panel with Differential & Directional protection relays, other relays, meters & instruments etc. as per Technical Specification	100 sets	**3.26**	100 sets
(b)	IEC 61850 compliant Directional Numerical O/C and E/F Relay	15 nos.	**0.11**	15 nos.
©	IEC 61850 compliant Differential Relay	15 nos.	**0.2**	15 nos.
(d)	HV REF Relay	15 nos.	**0.02**	15 nos.
(e)	LV REF Relay	15 nos.	**0.02**	15 nos.
(f)	Transformer Supervision Relay	15 nos.	**0.02**	15 nos.
(g)	Master Trip Relay	15 nos.	**0.02**	15 nos.

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Addl. Chief Engineer
Procurement & Contract Deptt.
W.B.S.E.D.C.L.
Vidyut Bhawan, Kolkata-700091

(h)	AC Supervision Relay	15 nos.	**0.02**	15 nos.
(i)	DC Supervision Relay	15 nos.	**0.02**	15 nos.
(j)	Trip Circuit Supervision relay	15 nos.	**0.02**	15 nos.
2.	33 KV SCADA Compatible Individual Transformer Control & Relay Panel with Differential & Directional O/C and E/F Protection & Mandatory Spares as specified in Sr. No. 2.(b) to 2.(j) above.		**3.71**	
Total Rs. Seven Crore Twenty Nine Lakh Only			7.29	

Tender Fee : Nil

Price: The prices to be quoted by the Tenderers shall be Firm.

Offered quantity: Bidder may offer any/each of the items. **Offered quantity shall not be less than minimum quantity** of each of the item mentioned above for normal participation. Bidders applying for promotional order shall mention the offered quantity in Annexure-II as per the clause no. 20 of Instruction To Bidders of NIT.

Further, the bidders who are applying for Promotional Order, the words "**APPLICATION FOR PROMOTIONAL ORDER**" shall be mentioned **positively** on the top in bold & capital letters in Application for Tender (*Vide Annexure-I*).

Earnest Money Deposit:

a) All the bidders, except who are applying for Promotional Order need to submit 2% of the pro-rata Estimated Value of the item-wise offered quantity, as mentioned above.

b) The fixed EMD of **Rs.72,900.00** as mentioned in the e-tender, indicates the minimum amount of Earnest Money Deposit which shall be submitted **in the form of BG only,** by the bidders who will offer **for Promotional Order only.**

c) If the offer is submitted with inadequate Earnest Money as mentioned above i.e. less than 2 % of the pro-rata Estimated value of the item-wise offered quantity excepting for those applying for promotional order, the bid will not be opened.

Schedule of Dates for e-Tendering:

Sl. No.	Activity	Date & Time
1	**Publishing Date**	**08.10.2026 at 12:30 Hrs**
2	**Document Download Start Date**	**09.10.2026 at 12:30 Hrs**
3	**Pre-bid Meeting**	**14.10.2026 at 11:00 Hrs**
4	**Bid Submission Start Date**	**27.10.2026 from 16:00 Hrs**
5	**Bid Submission End Date**	**17.11.2026 upto 14:00Hrs**
6	**Last Date of Physical Submission of EMD (in case of BG)**	**18.11.2026 upto 16:00Hrs**
7	**Technical Bid Opening Date**	**19.11.2026 at 14:30 Hrs.**
8	**Financial Bid Opening Date**	**To be intimated after evaluation of Technical Proposal**

Intending bidders desirous of participating in the tender are to log on to the website https://wbtenders.gov.in for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website. **There will be only one cover under Technical Proposal as per**

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recent modifications in E-Tender portal. Details of submission procedure are given in "Instructions to Bidders".

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt. of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

Terms & conditions of the 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.

   Bank Guarantee (BG) should be drawn on any scheduled Bank drawn as per the proforma of Bank Guarantee for Earnest Money, given with this Tender Document vide Annexure-III, with initially valid for upto 6 (six) months from the due date of submission of tender and with a claim period of another 3 (three) months, subject to further extension if required in favour of West Bengal State Electricity Distribution Company Limited payable at Kolkata.

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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 Name: **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 complicacy.
- 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). Challans 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.
- 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.

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- 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 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 amendment 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 ± 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 presently/currently 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.wbsedcl.in** and the following office :

Office of the Chief Engineer (Procurement & Contracts),

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West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 4th Floor,
Bidhannagar,
Kolkata - 700091.
Phone No. 033- 2334 5820 /033-2319-7563

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Instructions to Bidders

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 items 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 orders are required to submit their offer for 5% of the tendered quantity.

ii) The bidders, except those who will apply for promotional order are required to submit their offer for the quantity not less than the minimum quantity against each item including mandatory spares 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 including main item with its spares as specified in the NIT. The spares should be of the same make as that of those installed in original Control and Relay Panel.

iii) At the time of placing purchase order, the quantity mentioned in the Tender Document may vary upto ± 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 :

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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 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 standardised formats in one cover (folder).

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.

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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.

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

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addressed to the competent authority may also be considered.

3) GSTIN registration certificate.
4) **Banker's certificate regarding financial capability issued within last one year from the date of opening of tender to be addressed to WBSEDCL incorporating the specific NIT no. or in a generalized certificate bearing "To whom it may concern".**
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) Purchase Orders, Inspection Offer letter, Despatch Instructions, Signed Challans etc. for completing supply of the item against a particular contract.
2) Copies of performance certificate of all the numerical relays for **two years** successful operation as on the due date of bid opening for the offered relay in respect to implementation of IEC 61850 protocol to any SCADA/substation automation system from reputed Power Sector Utility in India shall have to be furnished along with the Bid. Copies of Purchase Orders and corresponding Delivery Challans /Stores Receipt vouchers/ Excise Duty Invoice, etc., i.e. **Proof of Execution of the Purchase Orders.**

OR

Successful testing and operation of minimum one year in WBSEB/WBSEDCL/WBSETCL network.

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*

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uploaded, virus scanned and digitally signed by the bidder). It is decided that, bidders have to bid for each of the spares separately against each main Item. Necessary change in price schedule has been made for e-tender purpose. L1 Price will be determined based on the total Unit Price against each item consisting of main item along with its spares.

8. Submission of original copies of documents of Earnest Money Deposit in the form of BG:

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,
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% (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 upto 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.

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(e) Earnest Money submitted will be liable to forfeiture in case anyone of the following:-

(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 tenderer in their quotation.

11. (A) PRE-BID Meeting:

The Tendering Authority will call a pre-bid meeting with intended bidders. This is to provide opportunity for any clarification to the intended bidders to submit Tenders correctly. In case of any change in tendered clause/clarification is required, minutes of Pre-Bid will be uploaded on e-Tender Portal, prior to submission of bid.

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 authorised 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 authorised 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.

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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.

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. In case the tenderer becomes eligible for placement of purchase order on them for the first time, the tenderer will get order upto 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 upto 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 Vender Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.

Bidder 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

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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, if the EMD has been submitted in the form of BG. 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.

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 purchase order is not mandatory for each tender and same will be processed at the discretion of WBSEDCL only.

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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.

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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 & LTAB 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.

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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.

a) (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:**

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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) <u>In general Except Energy Meter</u>:

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),**

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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) <u>Energy Meter</u>:

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) <u>RE-TESTING CHARGE</u>:

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

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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

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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 Vender 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 L_1 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:

a. **21** working days from the date of issue of the Dispatch Instruction for the manufacturer located outside state.

b. **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.

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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-imbursement, 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 @ 0.143% of the value of the materials of the particular lot offered and/or delivered beyond the stipulated delivery period for each day of delay, subject to a **maximum of 10% of the value 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

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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):

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The time period for effecting complete supply and delivery of the above materials/equipment as indicated through the delivery schedule enclosed shall have to be treated as the essence of the contract. The Company reserves the right to repudiate the contract if the above period is not strictly adhered to. In the event of failure in effecting the desired supply and delivery of the above equipment/materials within above stipulated due date as incorporated through the schedule enclosed, the above order may be cancelled on submission of necessary notice in this regard and fresh order may be placed on the next higher bidder or on any other bidder, as a result of which the extra cost thus liable to be incurred shall be realized from the original supplier's pending bills which may be lying with the 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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Addl. Chief Engineer
Procurement & Contract Deptt.
W.B.S.E.D.C.L.
Vidyut Bhawan, Kolkata-700091