

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A Govt. of West Bengal Enterprise)
PROCUREMENT & CONTRACT DEPARTMENT

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

- (1) **The Tender shall be submitted in triplicate in 3 (three) separate Sealed Covers (COVER-I, II & III) enveloped in Cover IV duly sealed.**

Cover-I :

- i) Name of the Item, Tender No., Due Date & time of Tender Submission & the Words '**Cover-I, Earnest Money & Annexure-1A**' should be clearly written on the front side of the envelope.
- ii) This shall contain **Earnest Money & a copy of Price schedule in unpriced condition (Annexure -1A) mentioning offered quantity positively,** duly signed with a forwarding letter mentioning offer reference no., date & tender no., due date.
- iii) Specific offered quantity and percentage of ED, CST & VAT should be mentioned in price Schedule in un-priced condition (Annexure-1A). Amount of Earnest Money should be strictly as per clause 2. 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.

Cover-II :

- i) 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
- ii) **Price Schedule in unpriced condition (Annexure -1A)**
- iii) Complete Commercial & Technical Offer **in triplicate**, mentioning offered quantity within stipulated delivery schedule of the Tender with a forwarding letter mentioning offer reference no., date & tender no. with due date of opening.
- iv) 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 and deficiency in the Techno Commercial offer of the bid, WBSEDCL reserves the right to reject the offer and not open the price bid.

Cover-III :

Name of the Item, Tender No. , Due Date & time of Tender submission & the word "Cover-III & Price Bid" should be clearly written on the front side of the envelope. This shall contain the complete Price Schedule only **(Annexure-I), in triplicate** with a forwarding letter mentioning offer reference no., date & tender no. with due date of opening.

Revision/withdrawal of price bid after opening of Techno-commercial bid will not be entertained, until and unless it is sought for.

In case it is asked by the tendering authority, the mode of communication too should strictly be followed by the bidder as specified in black & white by the purchaser.

Cover-IV:-

All the above three envelopes, Cover-I, Cover-II and Cover-III, (each envelope containing three sets) duly sealed, shall then be enveloped in Cover-IV duly sealed superscribing "Tender No., Item, Due Date, time of opening & No. of Covers inside" with mentioning Tenderer's name & seal.

If Earnest Money as per Earnest Money Clause alongwith Price Schedule in unpriced condition (Annexure-1A) are not submitted in Cover-I, Cover-II & III will not be opened.

Cover-I and Cover-II will be opened on the scheduled date and time in presence of attending tenderers or their representatives with authorisation letter signed by the Tenderer positively. The Price Part of the Tender (Cover-III) shall be kept by WBSEDCL and shall be opened later as explained below.

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No price adjustment by the tenderer shall be accepted after opening of the Price Part. The date and hour for opening of the Price Part will be informed only to the technically and commercially acceptable tenderers in advance and the tenderers may be present during opening of the Price Part.

(b) **Pre-Requisites :**

The intending tenderers should submit documents for supply of those items to WBSEB/WBSEDCL/Other Power Utilities/Other Govt. Departments in earlier occasions along with Tender. Credentials in respect of execution of the above orders should be supported by

- (i) Copies of Type Test Report (**carried out within five years**),
- ii) Copies of Purchase Orders, Copies of Inspection Offer letter, Copies of Despatch Instructions, Copies of signed Challans and Product Performance Reports from users against orders already executed within three years as mentioned above.
- iii) Statements on average turnover for last three financial years,
- iv) Copies of VAT registration Certificate, P.T. Clearance Certificates & Xerox Copy of PAN CARD AND
- v) Banker's Certificate as mentioned in NIT regarding financial capabilities to the extent of offered financial amount.

All the documents are to be signed by the applicants. **If the offered quantity is less than 50%(30% for Tender value Rupees 50 Crores & above) of the tendered quantity of each item within WBSEDCL's stipulated delivery period, the offer of the said item will be liable for rejection with forfeiture of Earnest Money. Ordered quantity may vary upto $\pm 25\%$.**

All Tenderers shall ensure that all pre-requisites as mentioned above are duly fulfilled by them and if there be any deficiency regarding non-submission of any documents, incomplete documents, WBSEDCL reserves the right to cancel the tender unilaterally.

(c) **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.

d) **SCHEDULE OF BIDS :**

Tenderers shall fill up "Schedule of Bids" (Annexure- II) as enclosed in the specification and submit the same in triplicate. Submission of incomplete "Schedule of Bids" may lead to cancellation of offer without any further reference.

(2) **EARNEST MONEY :**

- (a) Amount of earnest money shall be 2.5% (two and half percent) of the **pro-rata estimated value of the Itemwise offered quantity specified in the NIT**. Earnest Money shall be in the form of Crossed 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 submission of tender 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.

- (b) Earnest money will be refunded to the unsuccessful Tenderers after finalization of the tender and in case of successful Tenderers EMD 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. However in case of revoking, the instrument should be payable at Kolkata.

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- (c) Earnest Money submitted will be liable to forfeiture,
- (i) if successful tenderers fail to accept Purchase Order / LOI issued within their offered validity period, not below 120 days from the next date of opening of tender.
 - (ii) for failure to submit specified Security Deposit within time limit indicated in the P.O. / LOI.
 - (iii) 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.

(3) 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 order to the paying officer under intimation to CE, Procurement & Contract Dept.

Thereafter one will remain valid upto 3(three) months from the date of completion of supply and other will remain valid upto a period of 19 (nineteen) months in general, except Energy Meters and 67 (sixty seven) months in case of all types of Energy Meters from the date of completion of supply.

It may be in the form of Bank Guarantee issued by any schedule 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 a 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 to maintain the above time schedule of 3 (three) months & 19 (nineteen) months in general except Energy Meters and 67 (sixty seven) months in case of all types of Energy Meters, 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 is liable to be forfeited in case of non-compliance of order or failure to complete the order. Order is liable to be cancelled for non-submission of Security 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 in place of Bank Guarantee.

(4) TERMS OF PAYMENT :

90% payment inclusive of Price Variation bill, along with 100% taxes and duties will be made within 45 (forty five) days from the date of submission of bill against :

(a) original receipted Challan/Invoice signed by an officer in the rank of Superintending Engineer/Asstt. Manager/Jr. Manager(Stores) attached to the respective stores.

And

(b) Report for inhouse testing, if done after delivery of the items at different site stores signed by the Engineers of Dist. Testing Department.

Balance 10% payment will be made within 45 (forty five) days of submission of bills along with SRV.

(5) PAYING AUTHORITY:

Addl. General Manager(F&A), Procurement & Contract Department or his authorised Officer, WBSEDCL, Bidyut Bhavan (4th Floor), Kolkata- 700 091 will be the Paying Authority.

(6) CONSIGNEE

The name of the consignee will be intimated by SE (Inspection) along with Despatch Instruction.

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(7) GUARANTEE

a) IN GENERAL EXCEPT ENERGY METER :

In the event of any defect in the equipment/materials arising out of faulty design, materials, workmanship within a period of 12 (twelve) months of commissioning or 18 (eighteen) months from the date of last despatch of any integral part of the equipment/materials whichever is earlier the supplier shall guarantee to replace or repair the same to the satisfaction of the purchaser.

If the supplier fail to do so within a reasonable time, WBSEDCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.

b) FOR ENERGY METER :

The meters 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 supply. The meters found defective within the above guarantee period should be replaced by the supplier free of cost within one month of receipt of intimation. **If the defective meters are not replaced within the above specified period, WBSEDCL will recover twice the cost of meters from the supplier.**

Name Plate of the meter is to be marked with "Guarantee of the Meter: 5 ½ Years from the date of Supply".

(8) 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 despatch clearance with approval of the supplier's test reports and the supplier should send intimation to this office regarding despatch of materials to stores immediately after despatch. No extra cost shall be charged for the above tests.

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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 inhouse 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, Salt Lake, Kolkata-700091 with copies to the Materials Controller, WBSEDCL **and otherwise inspection offer will be 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 C.E.(DTD) with approval of the supplier's test reports and the supplier should send intimation to this office and also to C.E.(DTD), WBSEDCL regarding despatch 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 "Clause 3- Test" of the Technical Specification will be carried out before delivery of the replaced meters.

8(c) RE-TESTING CHARGE:

In case of failure to present the offered equipment/materials during inspection (fake offer) or failure in two consecutive inspections of any particular lot of offered materials/equipment, re-testing fee will be charged @ Rs. 5,000/= (within the State of W.B) & @ Rs.10,000/= (outside State) for carrying out each subsequent inspection of that particular lot, after the re-offer. The date of re-offer will be the date of submission of re-offer along with W.T.C. & copy of Duplicate Carbon Receipt (D.C.R).

8(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.

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(9) DESPATCH :

(i) Except Energy Meter :

- (a) The supplier after receiving despatch 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 despatch instruction to be communicated in due course. Immediately after despatch 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) Material/equipment as per despatch clearance shall have to be despatched 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 despatch clearance already issued against the said lot shall be considered to be withdrawn and material/equipment shall have to be re-offered for inspection and testing and re-testing charges as per Clause- 6(c) will be leviable for such cases also.

(ii) Energy Meter :

Energy meter and meter box as per dispatch clearance shall have to be despatched 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.;

(10) 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 clause 10 of 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.

(11) 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"(ANNEXURE-II).
- (b) 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) 15 working days from the date of issue of the Despatch Instruction for the manufacturer located outside state.
 - ii) 07 working days from the date of issue of the Despatch Instruction for the manufacturer located within the state.
- Otherwise L.D. will be levied as per L.D. Clause.

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(c) CHECKING OF MATERIALS/EQUIPMENT AFTER DELIVERY :

The materials delivered to consignee stores will be subjected to re-inspection / re-testing in presence of authorised representative of suppliers for which due notice in advance will be furnished by CE. (DTD). 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.

(12) SUBMISSION OF CHALLAN & EXISE DUTY DOCUMENTS :

Copies of Challans in triplicate are to be submitted to the consignee along with the materials/equipment at the time of physical delivery. The original signed Challan shall have to be submitted to the Paying Authority as indicated in Clause no. 5. The original copy of the Excise Duty 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 Excise Duty document even if the same is sent along with the transporter. The duplicate copies of the challan duly signed by the consignee officer, will be returned to the supplier.

Documents for claiming WB VAT as required under WB VAT Act, 2003 as amended from time to time need to be submitted, where applicable.

(13) 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 Material Controller 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 upto a maximum limit of 5 % of the value of materials 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.

(14) 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.

(15) 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.

(16) 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.

(17) RISK PURCHASE :

The time of delivery (offer for inspection) or physical despatch stipulated in the purchase order shall be deemed to be of the essence of the contract and if the supplier fails to deliver or despatch any consignment within the period prescribed for such delivery or despatch in the said purchase order/contract/letter of intent, the purchaser shall be entitled to purchase such consignment or if not

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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.

- (18) **ACCEPTANCE OF ORDER** :
WBSEDCL will communicate acceptance of tender to the successful bidder/tenderer by a letter of intent/formal order. In case of letter of intent, formal order will follow as early as possible after receipt of unequivocal acceptance of L.O.I. The successful tenderer shall communicate the acceptance of the order.
- (19) **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.
- (20) **RESERVATION** :
WBSEDCL reserves the right to deviate any of the terms and conditions stated herein and to split up the orders as and when necessary and reject any or all tenders unilaterally and not bound to accept the lowest tenders.
- (21) **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.
- (22) **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. orders 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.
- (23) **SALES TAX AND S.T.D. FORM:**
Central Sales Tax at concessional rate where applicable will be paid to you extra at the rate prevailing on the date of Supply, since the materials will be directly used for Transmission/Distribution/ Generation of electricity. Necessary declaration form for concessional rate will be issued to you by our Manager (F&A) (Sales Tax), WBSEDCL, Bidyut Bhavan, Kolkata- 700091 in due course. You are requested to furnish one copy of each of the invoices/bills duly attested by paying authority to the above officer for facilitating issue of S.T.D. Form.
- (24) **EXCISE DUTY:**
Exclusive and 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 clearance and the offer of inspection is received within the schedule delivery period given in the purchase order.

In case, however, the materials/equipments are offered for inspection after the schedule delivery period, Excise duty will be paid at the rate prevailing at the time of schedule delivery period, unless any amendment in this regard is issued by the ordering authority.

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(25) ISSUE & SUBMISSION OF WAY BILL

In case of consignment from outside the state of West Bengal, the supplier shall collect necessary Way Bills from Sr. Manager (Stores), CS&PD, WBSEDCL, Vidyut Bhavan, 4th Floor, Kolkata-70091. The duplicate copy of the Way Bills are to be submitted to the consignee along with the copy of challans at the time of physical delivery of the materials/ equipment.

(26) 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.

(27) ALLOTMENT OF QUANTITY :

In case the tenderer becomes eligible for placement of order on them for the 1st time, the particular tenderer shall get order upto 30% of their 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, then this restriction will be decided by Concerned Board Committee on case to case basis.

(28) PROMOTIONAL ORDER

To develop new Vendors, promotional orders on new units will be restricted up to 5% of the total quantity for which orders are being placed against any tender.

The original equipment manufacturers, who intend to participate in the tender to introduce their new units, may apply for promotional order by submitting Earnest money on estimated value of 5% of item wise tendered quantity. Earnest money shall be submitted as per Earnest money clause (clause no.2) of General Condition of Contract.

IN 'COVER IV' (PG-1/10 OF GCC) "APPLICATION FOR PROMOTIONAL ORDER" SHALL BE WRITTEN ON THE TOP COVER IN BOLD & CAPITAL LETTERS IN CASE OF ORIGINAL EQUIPMENT MANUFACTURERS INTEND TO APPLY FOR PROMOTIONAL ORDER AS MENTIONED ABOVE. THIS SHALL BE IN ADDITION TO THAT MENTIONED AGAINST 'COVER-IV' OF GCC PG-1/10.

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 factory inspection report.

Price bid for promotional order shall not be opened. Order may be placed at the discretion of WBSEDCL, at L1 Evaluated rate of orders against original tender.

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

(29) TECHNICAL SPECIFICATION: **Enclosed.**

(30) SUBMISSION OF DRAWING:

You are to submit 5 (five) copies of drawing within 10 (ten) days from the next date of issue of order as per indication in the Technical Specification. Any delay in submission of Drawing beyond the above stipulated period will be on your account.

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(A Govt. of West Bengal Enterprise)
PROCUREMENT & CONTRACT DEPARTMENT

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

(31) FORMATION OF CARTEL & PENAL MEASURES :

i) Any evidence of unfair trade practices, including overcharging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the parties with forfeiture of EMD as per clause(2) of the GCC.

Repeated occurrence of such evidence of above tenderers may also be viewed seriously by the WBSEDCL authority and penal measures as deem fit would be imposed on such tenderers.

(32) HOLIDAY LISTING AND VENDOR RATING

- 1) Holiday Listing & Vendor Rating will be applicable as per guideline mentioned in the 'Holiday Listing & Vendor Rating' policies in Annex-A & B in conjunction with Revised Purchase Policy, posted in website of WBSEDCL, www.wbsedcl.in
- 2) Performance of the bidders, who have executed orders placed by WBSEB/WBSEDCL previously, will be rated for the instant tender as per guideline for 'Vendor rating' policy. Performance of the bidders, who will be executing orders for the 1st time to WBSEDCL, will also be rated as per above guideline in future.

(33) 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.

(34) SUBMISSION OF SOFT COPY :

The tenderer will submit one soft copy of G.T.P in envelope II and Price Schedule in envelope III in line with our submitted blank format.

In case of any discrepancy in Soft Copy & Hard Copy, figures of Hard Copy will only be accepted.

(35) PRE REQUISITES:

All tenderers shall ensure that all pre-requisites as mentioned in the Tender Notice and Tender Specifications are duly fulfilled by them and if there be any deficiency regarding non-submission of any document, the WBSEDCL reserves the right to cancel the Tender unilaterally.

Enclo:

- i) PRICE SCHEDULE IN UNPRICED CONDITION (ANNEXURE -IA)
- ii) PRICE SCHEDULE (PRICED) (ANNEXURE -I)
- iii) SCHEDULE OF BIDS (ANNEXURE -II)
- iv) DECLARATION SHEET(ANNEXURE -III)
- v) DEVIATION SHEET(ANNEXURE -IV)
- vi) COPY OF NIT(ANNEXURE -V)
- vii) PROFORMA OF B.G FOR EARNEST MONEY (ANNEXURE -VI)
- viii) TECHNICAL SPECIFICATION.

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