

REVISED PURCHASE POLICY

In super session of this Office Order No. 6110 dated 28.02.2004/01.03.2004. the purchase procedure to be followed in the WBSEDCL as per revised purchase policy will be as follows:

1.0 : Objectives:-

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

2.0 INVITATION OF TENDERS:

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

- (i) Tender No. with Due Date and time for submission and opening of tender and address of the Tendering Authority.
- (ii) Item(s) with broad specification and quantity of each to be procured.
- (iii) Estimated Value(s) of tendered quantity of each item.
- (iv) Cost of Tender Documents.

- (v) Last date(s) of submission of Application for purchase of tender Documents and to whom the same shall have to be submitted.
 - (vi) Period of sale of Tender Documents.
 - (vii) Amount of Earnest Money to be submitted with the Tender Bids shall be 2.5% of the pro-rata estimated value of the offered quantity only in the form of Bank Draft or Bank Guarantee as per WBSEDCL's format.
- 2.02 In addition to above mentioned press notification, WBSEDCL, at its discretion, may send the NIT to different renowned manufacturers, so that they could also participate in the tender after observing all other formalities, to make the tender more competitive.
- 2.03 Procurement shall be made from the original manufacturers of the items.
- 2.04 Authorized Dealers of the original manufacturers of the items shall not be allowed to participate in the tender but with the special request of the manufacturer, WBSEDCL may consider placement of order on the dealer on behalf of the said manufacturer and/or they may be allowed to receive payment, on behalf of the co., provided that all responsibilities & warranties, as per terms of the tender specification and order be under taken by the said manufacturer, on behalf of the manufacturer.
- 2.05 Those manufacturers who are unable to offer
- minimum 50 % (or above) of itemwise tendered quantity within the stipulated delivery schedule of WBSEDCL, for the itemwise estimated tendered value less than Rs. 50 Crores and
 - minimum 30 % (or above) of itemwise tendered quantity within the stipulated delivery schedule of WBSEDCL, for the itemwise estimated tendered value of Rs. 50 Crores and above, should not apply for issue of Tender Documents for that item . If their offered

quantity is found to be less, their offer should be cancelled with forfeiture of E.M.

2.06 The details of the NIT may also be obtained by any interested manufacturer from the website of WBSEDCL.

2.07 For very high value tenders (above Rs 10 Crore) NIT may be published in Indian Trade Journal.

2.08 Cost of Tender Document:-

It will be as follows:-

Value of materials / equipment as per NIT	Cost of Tender Documents
Upto Rs 2 Crore	Rs 6,000.00
Between Rs 2 Crore to Rs 5 Crore	Rs 9,000.00
Between Rs 5 Crore to Rs 10 Crore	Rs 12,000.00
Above Rs 10 Crore	Rs 24,000.00

3.0 SALE OF TENDER DOCUMENTS:-

3.1 Tender documents will be issued without any prejudice to all applicants who deposit the cost of Tender Documents, without verification of their credentials, during the period specified in the Tender Notice, unless the applicant(s) is (are) debarred from participation in tenders during the relevant period.

3.2 Tender Documents will be issued only during the period specified in the NIT.

3.3 Tender Documents shall be issued only to the authorized person of any Applicant. The signature of the person who will receive the Tender Documents need be duly authorized by the original applicant of the Tender.

3.4 No Tender Document shall be issued to any agent.

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

4.0 RECEIPT OF TENDER DOCUMENTS:-

4.1 All Tenders shall be of two part bids : (a) Techno-Commercial Bid, and (b) Price Bid, which are to be submitted in separate Sealed Covers . The Bids shall be in triplicate.

4.2 Cover-I:

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

4.3 COVER-II :

Name of the Item, Tender No., Due Date and Time of Tender Submission and the words ‘Cover-II and Techno-Commercial Bid’ should be clearly written on the front side of the envelope.

This envelope shall contain Price Schedule in unpriced condition and complete Commercial & Technical Offer, mentioning offered quantity within stipulated delivery schedule of the Tender. All three copies shall contain all the information including Test reports, Manuals, Literatures, Drawings and the desired documents as mentioned in NIT, if any . In case of any deviation in the Techno Commercial offer of the bid, WBSEDCL reserves the right to reject the offer and not to open the price bid.

4.4 COVER-III:

Name of the Item, Tender No., Due Date and Time of Tender Submission and the words ‘Cover-III and Price Bid’ should be clearly written on the front side of the envelope.

This envelope shall contain complete Price Schedule.

- 4.5 All the above three Covers shall be placed in a 4th Cover and shall be submitted properly sealed super scribing “Tender No., Item, Due Date & No. of Covers inside” with mentioning Tenderer’s name & seal.**
- 4.6 All tender documents shall have to be docketed by an authorised officer prior to dropping the same in the Tender Box. While docketing the tender documents by the authorised Officer under concerned Establishment Section the receipt of documents shall have copies in triplicate. First Copy is to be handed over to the Tenderer or his authorised representative, the 2nd copy is to be pasted on the Envelope containing Tender documents and the 3rd Copy to be pasted in the relevant register. The time and date of receipt of the tender will have to be mentioned in the receipts. Tender papers/documents received by the docketing officer within scheduled time shall be kept in the Tender Box after observing formalities as above & thereafter Tender Box shall be sealed by concerned Engineer/Officer.**
- Tenders received up to stipulated time and date only would be accepted.**
- 4.7 Tenders will not be received beyond the stipulated time and date of receipt of tenders as stipulated in the NIT .**
- 4.8 After expiry of scheduled time and observing formalities as mentioned in cl.4.6 on the due date of submission of the tender, Tender Box shall be sealed with paper duly signed by the concerned Engineer / Officer.**

4.9 Extension of due date of submission of tender may be considered by the Tendering Authority, if sufficient number of tenders are not received within the due date and time of submission and under force majeure conditions.

5.0 Earnest Money to be submitted with the Tender Bids:

5.01 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 tender submission and with a claim period of another 3 (three) months. Tenderer shall not claim any interest on Earnest Money Deposit.

The Permanent Bank Guarantee as maintained in the name of erstwhile WBSEB/WBSEDCL and not received back by the tenderer ,if any, will not be applicable.

5.02 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. In the BG there must be provision for payment at Kolkata in case of invoking.

5.03 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 (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, company may, at its discretion resort to Risk Purchase clause as provided in G.C.C.

5.04 Formation of cartel & penal Measures:

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties.

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

6.0 Pre-bid meeting:

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

7.0 Validity of Tender and Offer:

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

8.00 Opening of Tender Documents:-

- 8.01** If sufficient number of tenders are received, Tendering Authority will give clearance for opening the Tender Documents on due date in presence of concerned representatives of Technical, Administrative & Finance Sections and the tenderers.
- 8.02** Only one representative, on submission of valid authorization of the Signatory of the Tender, will be allowed to be present during the opening of the tender.
- 8.03** A Register shall have to be maintained to record the particulars of the authorized representatives of the attending Tenderers. The Register shall be signed by them with name & seals and as well as by the WBSEDCL Officials present, during opening of the tenders. Important remarks shall be noted in the Register.
- 8.04** First, sealed Cover-I containing Earnest Money and Itemwise offered quantity of any tender as mentioned in Price Schedule (Unpriced) will be opened. The Cover-II containing Techno-Commercial Bid will be opened only, if Earnest Money is submitted in commensurate with their Itemwise offered quantity and as per Earnest Money Clause of the General Conditions of Contract, as specified in the tender. In case of any discrepancy, in Cover-I, then Cover-II & Cover-III will not be opened.
- 8.05** Cover-III containing Price Bid will be kept in safe custody of the concerned Engineer / Officer. It will be opened after completion of Techno-Commercial Evaluation of all tenders received. In case of deviation from the stipulated clauses of tender specification, Cover-III of the party will not be opened.

9.00 TECHNO – COMMERCIAL EVALUATION:-

9.1 Immediately on opening of the Techno-Commercial Bids(Cover-II), the same shall have to be evaluated both in technical and commercial aspects.

The tenderers whose offers are found to be acceptable may be considered for opening of their respective price bids.

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

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

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

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

10.0 PRICE BID OPENING:-

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

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

11.00 PRICE EVALUATION AND FINALISATION OF THE TENDER:-

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

For the purpose of evaluation, the unit landed cost will be arrived at by adding all the elements of the Ex-Works/ basic price, Excise Duty, Taxes and other statutory levies, freight & insurance charges. So unit landed cost will be (i) Ex-works price + (ii) F&I charges + (iii) ED + (iv) CST (on Ex- Works + E. D) or VAT (on Ex- Works + E. D+ F&I).

No separate packing & forwarding charge will be paid extra.

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

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

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

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

- 11.4 There will be no negotiation with L1 bidder after opening of the price bid.**
- 11.5 In case the L1 bidder is not capable of supplying the full required quantity within the specified delivery schedule, options to supply materials / equipment at the L1 price, will be given to the L2, L3 bidders, and so on in the descending order.**
- 11.6 To finalize the tender promptly, negotiation of prices with L2, L3, L4 bidders and so on, may be made but allocation of ordered quantity shall be made strictly as per Clause 11.5.**
- 11.7 In case of default in delivery schedule / rejection of offers / submission of fake offer(s) against earlier Purchase Order, Vendor Rating (which will be less than 1) of any tenderer may be taken into account during finalisation of any ordered quantity in respect of any Unit. Till vendor ratings of the Units are finalised, there will be reduction in the assessed delivery quantity by 25-50% depending on their past performance.**
- 11.8 No price preference will be allowed to any tenderer based on the size of the industry or its geographic location.**
Co- operative Society, will not be considered with separate status.
- 11.9 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 the offered quantity, even if their offered quantities within specified delivery schedule are more in their respective bid. If the tenderer be of National / International repute, then this restriction will be decided by Concerned Board Committee on case to case basis.**

11.10 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.

Before placement of promotional orders, the ordering authority shall obtain satisfactory report on inspection of factory / establishment of such new units.

12.0 Upgradation of Technical Specification:

12.1 Technical Specification of all centrally procured items shall be timely updated/standardised, if required. During updation, assistance from Planning & Engineering Department or Testing Department, may be sought for and final specification will be prepared by Central Stores & Purchase Department.

12.2 Up-dated technical specification of the item procured by the Company, will be posted in Website.

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

12.4 Ahead of publishing NIT of material/equipment with specification, proposal from prospective bidders for any change in specification, (posted in WBSEDCL website) will have to be invited in the daily newspaper for submission to WBSEDCL within definite time frame. The decision regarding incorporation of their proposals will be with WBSEDCL only.

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

13.0 CHECKING OF MATERIALS/EQUIPMENT AFTER DELIVERY :

Company has the right for testing/inspection of delivered items before use during which if any discrepancy/dispute in quality/quantity arises, the supplier shall

have to replace the entire lot at the supplier's risk and costs.

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

14.0 The Revised Purchase Policy will be applicable for the NITs published on or after 18th August,2008 and the existing Purchase Policy will remain applicable for the NITs ,already published before that date.

-----○-----

ANNEXURE-A

HOLIDAY LISTING

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

1. Holiday listing means debarment of Parties (as defined in clause 1a.) from participating in the tendering process of the Company.
- 1(a). Party will mean Bidder/ Licensor/ Tenderer/ Consultant/ Vendor/ Contractor/ Sub-vendor/ Sub-contractor/ Sub-consultant.
- 1(b). Reasons for putting a Party on Holiday Listing, is to protect the WBSEDCL from dealing with an undesirable Party.
2. **Reasons** ---- A Party will be placed in a Holiday list if the Party -
 - a) Has indulged in malpractices such as bribery, corruption, fraud and pilferage,
 - b) Is bankrupt or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted,
 - c) Has submitted fake, false or forged documents/certificates,
 - d) Has approached Board of Industrial Financial Reconstruction(BIFR),
 - e) Has substituted materials in lieu of materials supplied by the Organization or has not returned or has short returned or has unauthorisedly disposed off materials / documents/ drawings/ tools or plants or equipment supplied by WBSEDCL,
 - f) Has unauthorisedly obtained official company information or copies of documents, in relation to the Tender/ contract.
 - g) Has violated and circumvented the provisions of labour laws/ regulations/ rules, safety norms or other statutory requirements,
 - h) **Has** indulged in construction and erection of defective works or supply of defective materials,
 - i) Has committed breach of contract or has failed to perform a contract or has abandoned the contract,
 - j) **Has refused** to accept Fax of Acceptance/ Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by WBSEDCL within the validity period and as per agreed terms and conditions,

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

- k) Has revised/withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for,
 - l) Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
 - m) Has been assessed as 'D' category against Vendor rating.
 - n) Has parted with, leaked or provided confidential/ proprietary information of WBSEDCL given to the Party only for its use (in discharge of its obligations against an order) to any third party without prior consent of WBSEDCL,
 - o) Has tampered with the stipulated tendering procedure.
 - p) Any other ground for which in the opinion of WBSEDCL makes it undesirable to deal with the Party, and
 - q) In case the State Government directs WBSEDCL to place a party in the Holiday list.
 - r) Has failed to mobilize finance/ suitable expertise for closing the work as per prescheduled programme.
3. To place a Party in the Holiday list, the initiating Department will evaluate whether the conduct of the Party is such as it makes it undesirable for the WBSEDCL to deal further with the Party and place its evaluation before the Holiday listing Committee.
4. **Formation of Holiday Listing Committee**
- a) A five member Committee shall be formed to recommend action to the Approving Authority
 - b) This Committee will be constituted by the Approving Authority as specified in clause 7.0 below and will comprise :-
2(two) concerned Heads of the Departments, 2 (two) Functional Directors and 1 (one) Independent Director. However, the Committee may invite representative(s) from other Departments, if found necessary, not below the rank of Addl.CE or equivalent.
 - c) The Member nominated from the Department issuing the Show cause notice, would be the Convener of the Committee.

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

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

Show Cause Notice

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

6. Duration of Holiday

The Committee in clause 4(a), should deliberate on the duration for which the party is to be put on holiday. Ordinarily, such period should not be less than 18 calendar months from the date of declaration, and should normally not exceed 3 years.

However, the Committee will review within 15 days of completion of the holiday to determine, whether the party be put on holiday listing afresh or it be de-listed from the Holiday List.

7. Approving Authority for putting a Party on Holiday

- a) Holiday Listing Committee as mentioned under clause -4 will be the Operating Committee, to decide regarding putting a party on Holiday.
- b) Departmental Head, not below the rank of Chief Engineer, who is one of the

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

member of Holiday Listing Committee, with consent of the respective functional Director, shall issue a letter to the party for putting a party on Holiday (as per Annex II)

- c) **Board Committee** on Contracts, Purchase& Procurements will be the **Appellate Authority**.

8. **Effect of putting a party on Holiday List**

No enquiry bid/tender shall be issued to a Party for any of the reason given below from (a) to (i) as long as its name appears on the current holiday list (i.e. within the holiday period)

- a) If a Party is put on holiday list during tendering (of works/purchase)
- b) If a Party is put on holiday after issue of the enquiry/bid/tender but before opening Technical bids, the bid submitted by the Party shall be returned to it.
- c) If a Party is put on holiday after opening Technical bid but before opening the price bid, the price bid of the Party shall not be opened and the BG/EMD submitted by it shall be returned to the Party.
- d) In case a Party is put on holiday after opening of price bid, the BG/EMD submitted by the Party shall be returned; the offer of the Party shall be ignored and will not be further evaluated. The Party will not be considered for issue of order even if its price bid the lowest. In this situation, the next lowest price bid shall be considered as L1.
- e) If a Party is put on Holiday in one location and is executing work awarded to it at another location, the party should be allowed to complete such awarded work.
- f) The Holiday listing shall be Party- specific and when a Party is put on holiday, all the offices of the Party shall be on holiday for all locations of WBSEDCL & for all Services/locations of the Party. If the Party placed on holiday is a proprietary concern, all the concerns of the same proprietor shall be also be considered to be on holiday and if that proprietor is the Managing Partner of any firm, such firm shall also be considered to be on holiday. The Functional Director may however, if he considers it to be in the interest of the Company, remove the bar in respect of any specific service/supply, subject to concurrence of the approving authority.
- g) If an Original Equipment Manufacturer (OEM) is on Holiday list and if spares

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

of proprietary nature for the Equipment supplied by the OEM are essentially required to be procured from the OEM, such requirements for spares can be met from the OEM who is on Holiday. In such cases, specific approval with justification shall be obtained from a level not below the rank of Chief Engineer.

h) Every bidder shall, at the time of submission of bid, give a declaration that bidder has not been placed on holiday list by WBSEDCL. If the bidder is a Proprietary Concern, the Proprietor shall also give a declaration at the time of submission of bids that none of the other concerns of which he is a Proprietor or Managing Partner, has been placed on holiday by WBSEDCL. In case the declaration of a Party indicates that either the Company or a Proprietorship concern of the same Proprietor or a Partnership firm in which the Proprietor is also a Managing Partner has been placed on Holiday by WBSEDCL, the Party shall be considered to be on holiday and further action as per clause 8(c) shall be followed.

i) Declaration by the bidder that he has not been placed on Holiday List must be written in the 'Declaration sheet' to be submitted by the bidder along with tender documents. The same has to be added in the General Condition of Contract.

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

a) Delisting from holiday list after expiry of the specified holiday period is to be communicated to the Party.

b) Delisting from holiday list after expiry of the specified holiday period and review period as mentioned in clause 6.0 above, should be automatic and will not need further approval, unless any information towards extension of holiday period is received. The party may be considered for issue of enquiry/bid after specified holiday period has expired.

c) However, where approved / Registered list of Parties are followed, the Party may, after expiry of holiday period, approach relevant Tender/Enquiry issuing authority, for getting itself re-listed.

10. **Review of period** (delisting from holiday list within the holiday period) - Review of holiday period (delisting from holiday list within the holiday period) should be considered in exceptional cases only. A Committee as per clause 4.0 above shall put up the proposal for such review. Approving authority for such delisting shall be

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

one step higher than the Authority who approved the holiday listing of the Party. If holiday period is reduced after review, the Party should be informed accordingly.

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

- a) A consolidated record should be maintained at Head Quarters of each Department (by Contract Cell for work contracts and by materials Department for purchase contracts) in a Register/Electronic Data Bank with column showing Sl. No., Name address, Tel.no. and Fax.no of the Party, Name & Tel. no.of its Directors, Promoters & Proprietors etc., Holiday Period and Originating/Initiating Department with the reference vide which the Party is put on holiday. This information should be available in LAN, wherever LAN facility is available.
- b) The list should be updated and circulated by each Co-ordinator at HQ (Head of Contract Cell for Works Contracts and Head of Materials Department for Purchase Contracts) or any other official who is assigned this work by other Departmental Coordinators with a copy to CMD, MD and all Directors , Head of the Legal cell and in the website of WBSEDCL, immediately after any addition/deletion occurs. This list can also be common for works and purchase if so desired. Names of the Parties should appear in alphabetical order. The names of Parties whose holiday period is over shall be dropped from the holiday list.
- c) Updated Vendor Holiday List is to be placed in the proposal file as an Annexure and to be consulted during sale of Tender documents.
- d) If any party is put in holiday list thrice, the same party should be banned from participating in any tender procedure of WBSEDCL permanently.

ANNEXURE-B**VENDOR RATING****1. Supplier Performance Rating**

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

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

2. Quality Rating (Q.R) - (50 % Weightage)

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

The algorithm is :

$$\text{QUALITY RATING (QR)} = [Q1 + 0.75 \times Q2 + 0 \times Q3] / Q \times 50$$

WHERE

Q = QUANTITY INSPECTED

Q1 = QUANTITY ACCEPTED

Q2 = QUANTITY ACCEPTED with concession or deviation.

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

3. Delivery Rating (D.R) (40 % Weightage)

	<u>D.R.</u>
Adherence to P.O. Delivery	40

4. Service Rating (S.R.) (10 % Weightage)

	<u>SR</u>
● Co – operation / readiness to help in Emergency / Submission of Support Documents	5
● Promptness in reply & after sales service	5

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

5. NEGATIVE MARKING:

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

On feedback from Inspection agency due to :-

- => Non – compliance of inspection requirement.
- => Acceptance after major rework.
- => Non – availability of calibrated instruments.
- => Delayed delivery beyond 10 weeks @ Five (5) marks per week irrespective of quantity.
- => Proportional negative marking in respect of Failure Rate against supplied quantity of equipment within guarantee period.

5b. ADDITIONAL NEGATIVE TEN MARKS (-10) ESPECIALLY FOR **ENERGY METERS on A/C of non compliance of replacement of defective meters (defects identified within guarantee period as per PO) within 60 days from the date of intimation, as per following-**

- => i) For $\geq 90\%$ replacement against reported quantity within stipulated period - No negative marking.
- => ii) For $< 90\%$ to $\geq 70\%$ replacement against reported quantity within stipulated period - (-) **2 marks**
- => iii) For $< 70\%$ to $\geq 50\%$ replacement against reported quantity within stipulated period - (-) **4 marks**
- => iv) For $< 50\%$ to $\geq 30\%$ replacement against reported quantity within stipulated period - (-) **6 marks**
- => v) For $< 30\%$ replacement against reported quantity within stipulated period - (-) **8 marks**
- => For the delay, beyond stipulated period of 60 (sixty) days, (-2) marks per week or part thereof will be counted for sl.no. '(i) to (v)' above.

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

6. Deficiency Factor (DF)

Deficiency Factor (DF) will be assessed based on feedback from various units including Planning & Engineering, Testing, O&M, Construction Site, Procurement, Project & Contract dealing cell. When quality deficiency is noticed in items/systems at site during

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

installation/commissioning or in service (during warranty period), the overall vendor performance rating will be reduced by multiplying it with Deficiency Factor (DF).

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

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

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

$$=DF \times S. P. R \quad S. P. R = QR + DR + SR + NM$$

(Supplier Performance Rating)

- 7.a) The period for calculation of VPR will be previous year plus elapsed period of current year or period for last two executed purchase orders, which ever is more. In case of multiple purchase orders in a year, performance rating of each purchase order will be separately assessed and the combined rating will be established by averaging the individual rating against each purchase order.
- 7.b) When the vendor is new to WBSEDCL, Clause no.11.9 of Revised Purchase Policy, will be applicable.

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

7c) Based on total marks the vendor performance will be rated as shown in the table below.

8.	Vendor Performance Rating		
	<u>Total Score</u>	<u>Rating</u>	<u>Proposed Action</u>
	≥ 98 to 100	A1	<ul style="list-style-type: none"> • Vendor can be considered as preferred vendor • Vendor can be considered for self certification and long term contract • Inspection up to 50% of ordered quantity may be waived with the approval of competent authority not below the rank of functional Director. • Stage inspection need not be done. • Vendor can be considered for reduced witness point during inspection • Order on 100% offered quantity may be awarded in the next procurement.
	≥ 80 & < 98	A	<ul style="list-style-type: none"> • Vendor can be considered for self certification . • Vendor can be considered for reduced witness point during inspection. • Vendor can be considered for long term contract. • 100% offered quantity may be awarded in the next procurement.
	≥ 50 & < 80	B	<ul style="list-style-type: none"> • Vendor to be informed about deficiency for immediate corrective and preventive action • Inspection stages may be reviewed for tightening inspection. • Order to be awarded after deducting 25% – 40 % of offered quantity.
	≥ 40 < 50	C	<ul style="list-style-type: none"> • Vendor to be informed about deficiency for immediate corrective and preventive action. Response to be obtained from vendor. • Inspection stages may be reviewed for tightening inspection • 50% offered quantity to be deducted from the next

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

			procurement.
	< 40	D	<ul style="list-style-type: none"> • Vendor to be put under hold and informed. • The case shall be forwarded to Holiday Listing Committee • The party will not be recommended for next procurement/placement of PO.
5.	Performance Rating Feed Back		
	<p>In order to sustain/improve the performance of the vendor falling under AI &A categories the following steps are suggested to motivate them.</p> <p>a) May be considered for self-certification.</p> <p>b) May be preferred for long-term contracts</p> <p>c) In tenders for procurement of goods, where quantity is to be spitted among vendors, 10% quantity may be reserved for A1 category vendor in addition to normal distribution of remaining 90% quantity as per normal practice.</p> <p>d) Appreciation in structured get-together/vendor's meet.</p> <p>e)PERFORMANCE RATING FEED BACK to the vendors falling under B&C category, will be given to Supplier Purchase item - wise, indicating specific area / s of IMPROVEMENT with an object to make all SUPPLIERS TO A-A₁ CLASS.</p>		

.....0.....

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

ANNEDURE-I

PROFORMA OF SHOW CAUSE NOTICE

No.

Date :

To

M/s.....

.....

.....

Attn: Shri.....

Sub: **Show Cause Notice**

Ref: (Name of Job)

Dear Sir,

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

(Give Reasons)

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

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

Yours faithfully,

For & on behalf of WBSEDCL

Revised Purchase Policy alongwith Vendor Rating and Holiday Listing

ANNEXURE3-II

PROFORMA OF INTIMATION OF PLACEMENT OF A PARTY FOR
HOLIDAY LIST

No :

Date :

To

M/s.....
.....
.....

Attn : Shri

**Sub : Holiday Listing/De-listing of Vendors /Contractors –
Intimation of Placement of Holiday List.**

Dear Sir,

This is further to our Show Cause Notice to you dated

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

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

Yours faithfully,

For & on behalf of WBSEDCL

*Strike out if not applicable