

NOTICE INVITING TENDER

NIT No. 148 /MD/NTESCL of 2018-19.

PROCUREMENT OF 50 KMS. OF 1.1 KV, 4CX300 SQ. MM. ALUMINIUM CONDUCTOR, XLPE INSULATED, PVC SHEATHED, ARMOURED, SCREENED POWER CABLE.

Tenders are invited by the, New Town Electric Supply Company Limited,
“ Finance Centre”, 2nd floor, CBD, Plot No. 1, Action Area –II, New Town, Rajarhat, Kolkata – 700 161, through electronic tendering (e-tendering) from genuine manufacturers only for manufacture, testing, supply and delivery of the following items as per schedule detailed below:

Item No.	Description of items	Quantity (Km.)	Estimated Value (Rs. in Lacs)	Minimum quantity to be offered by the tenderer
1.	1.1 KV, 4Cx300 sq. mm., XLPE Cable.	50	419.18	50 Kms.
Total :			419.18 lacs.	
Tender Fee : Rs. 9,000/- plus applicable taxes.				
Price: The price to be quoted by the tenderer, shall be FIRM				
(i) All the bidders except who are applying for Promotional Order, needs to submit Earnest Money Deposit @ 2½%				
(ii) The Fixed EMD of Rs.52,398/- as mentioned in the e-tender, indicates the amount of Earnest Money Deposit to be submitted by the bidders who will apply for Promotional Order only.				
(iii) If the offer is submitted with inadequate Earnest money i.e. less than 2½% of the Estimated value of the item-wise offered quantity, the bid will not be opened.				

Schedule of Dates for e-Tendering:

Sl. No.	Activity	Date & Time
1	Publishing Date	24.12.2018 at 12=00 hrs.
2	Document Download start date	24.12.2018 at 13=00 hrs.
3	Date of Pre-bid Meeting	03.01.2019 at 11=30 hrs. (Suggestions/queries, if any, should be submitted to this office within 4 P.M. of 02.01.2019.
4	Bid submission start date	10.01.2019 from 14=00 hrs.
5	Bid submission end date	22.01.2019 at 14=00 hrs.
6	Last date of physical submission of Tender Fee and EMD	24.01.2019 upto 16=00 hrs.
7	Technical Bid opening date	25.01.2019 at 14=30 hrs.
8	Financial Bid opening date	The date & time will 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 NTESCL in the search engine provided in the website.

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. Each Tenderer is to submit Tender Fee in the form of Demand Draft (DD) / Banker's Cheque (BC) **on any Scheduled Bank approved by Reserve Bank of India with validity of 3 (three) months drawn in favour of "New Town Electric Supply Company Limited"** payable at Kolkata.
2. The tenderer or their duly authorized representative should **attend the Pre-bid Meeting** at the stipulated date and time.
3. **Earnest Money Deposit** amounting to 2½% (Two & Half Percent) of the pro-rata Estimated Value of the offered qty, as mentioned above, shall be submitted individually along with the offer. The Earnest Money Deposit shall be submitted by Demand Draft (DD) / Banker's Cheque (BC)/Bank Guarantee (BG) on any Scheduled Bank initially valid for 6 (six) months with claim period of another 3 (three) months, subject to further extension if required. Earnest Money Deposit in any other form or amount will not be accepted.
4. The bidder shall submit **along with the offer** necessary documents in support of their previous supply of the items of the tender to WBSEDCL/NTESCL/Other Power Utilities/Other Govt. Departments in earlier occasions and financial capabilities to the extent of the estimated financial amount of their offer.
5. No agent is allowed to participate in the Tender. Original manufacturers will only be allowed in the tender.
6. NTESCL reserves its right to take decision keeping its financial interest. The Purchase Policy of NTESCL is in line with WBSEDCL (excepting the provisions of Vendor Rating & Holiday Listing), as effective from 01.09.2012 and the subsequent amendment effective from 18.03.2013, will be applicable.
7. 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.
8. The offer shall remain valid for a minimum period of 120 days from the next day of opening of the tender.
9. At the time of placing purchase order, the quantity mentioned in the Tender Document may vary up to $\pm 25\%$.
10. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.

11. NTESCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
12. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL/NTESCL shall not be eligible to participate in the bidding process.
13. 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.
14. Any further information along with WBSEDCL's Revised Purchase Policy may be had from the website: **www.wbsedcl.in**

Instructions to Bidders

1. **Eligibility for participation(Except for quotations relating to Promotional Order) :**
 - 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 / NTESCL/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 alongwith 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) Tenderers are required to submit their offer for the quantity not less than the minimum quantity as specified in Notice Inviting Tender (NIT).

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

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

3. **General guidance for e-Tendering :**

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

4. **Registration of bidder :**

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

5. **Digital Signature certificate (DSC) :**

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

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

7. **Submission of Tenders :**

- 7.1 **General process of submission**

Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal 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 two covers (folders).

A. Statutory Cover

a) To be submitted in "Drafts" folder

i. Tender Fee

Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) towards tender fee as prescribed in the NIT, in favour of New Town Electric Supply Company Limited payable at Kolkata.

ii. Earnest Money Deposit (EMD)

Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) / Bank Guarantee (BG) towards EMD as prescribed in the NIT, in favour of New Town Electric Supply Company Limited payable at Kolkata.

b) To be submitted in "Annexures" folder

i. Application for Tender (Vide Annexure -I)

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

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

c) To be submitted in "NIT" folder

i. Notice Inviting Tender (NIT)

ii. Addenda/ Corrigenda: if published.

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

d) To be submitted in “Forms” folder

i. Schedule of Bid

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

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*).

(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 Chalan. Application for such 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.
- 5) Exemption Certificate, if any, issued by any competent authority.

i) Financial Info :

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

ii) Credential:

Documents in support of supply of the tendered items to WBSEDCL/NTESCL/ 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) Type Test Reports carried out within last five years from the date of opening of tender.

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

8. Submission of original copies of documents of Tender Fee and Earnest Money Deposit :

i. ***Mode of Payment:*** Tender Fee must be submitted in the form of Bank Draft (DD) / Bankers Cheque (BC) of any scheduled Bank of India. EMD must be submitted in the form of Bank Draft (DD) / Bankers Cheque (BC) / Bank Guarantee (BG) of any scheduled Bank of India. Payment in any other form will not be accepted.

ii. ***Place of submission:*** The original copies of the DD/BC/BG, towards Tender Fee and Earnest Money Deposit shall be submitted in the following office at :

'Finance Centre', 2nd Floor, 'A' Block, CBD, Plot No. 1, Action Area –II, New Town,

Rajarhat, Kolkata- 700 161, Phone 23244613, 23244615, 2324 4616,
e-mail: ntesc@yahoo.com

iii. ***Time of submission:*** The original copies of DD/BC/BG towards Tender Fee and 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, NTESCL 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 2.5% (two and half percent) of the **pro-rata estimated value of the Itemwise offered quantity specified in the NIT.**
- (b) Earnest Money shall be in the form of Bank Draft / Banker's Cheque of any scheduled Bank drawn in favour of NTESCL payable at Kolkata, or by Bank Guarantee 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. Tenderer shall not claim any interest on Earnest Money Deposit.
- (c) Earnest money will be refunded to the unsuccessful Tenderers after finalization of the tender and in case of successful Tenderers, EMD will be refunded only after submission of Security Deposit in two parts @ 2.5% each of the total value of the order placed on the tenderer.
- (d) Earnest Money submitted will be liable to forfeiture,
 - (i) If the successful tenderers fail to accept Purchase Order / LOI issued within their offered validity period.
 - (ii) For failure to submit specified Security Deposit within time limit indicated in the Purchase Order / LOI.
 - (iii) If any cartel is formed by the tenderer in their quotation.

12. Opening and evaluation of tender:

12.1 Opening of Technical Proposal

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorised representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Technical proposals for those tenders whose original copies of DD/BC/BG towards tender fee & EMD have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.
- 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.

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 up to 30% of their offered quantity. If the tenderer is of National / International repute or if the tenderer had supplied the item of the tender in a single order to any Power Utility / Govt. Department in earlier occasion within last three financial years for a minimum quantity equivalent to 80% of the quantity of this tender, the bidder may get order 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

NTESCL 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. 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 General Manager (Commercial), NTESCL giving the reference to the NIT No., date of tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of all tenderers other than the successful tenderer(s) may be refunded, after issuance of Purchase Order to the successful tenderer(s).

19. Promotional order

To develop new vendors, promotional orders on new units will be placed for the quantity upto 5% of the total quantity for which Purchase Order would be issued against the 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.

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 NTESCL, at the lowest evaluated rate of the Purchase Order against the original tender.

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

**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 order to the paying officer under intimation to the General Manager (Commercial), NTESCL.

Thereafter one part will remain valid upto 3(three) months from the date of completion of supply and other part will remain valid up to a period of 19 (nineteen) months in general, except Energy Meters, and 67 (sixty seven) months in case of all types of Energy Meters. For equipments & cables, 61 (sixty one) months in case of Equipments & all types of HT cable & LT Aerial Bunch Cable 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 NTESCL 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, Equipments & all types of HT cable & LT AB Cable, 67 (sixty seven) months in case of all types of Energy Meters, and 61(sixty one) months for Equipments & all types of HT cable & LT Aerial Bunch Cable, 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 order or failure to complete the order. Order is liable to be cancelled for non-submission of Security Deposit in time with forfeiture of earnest money.** No claim shall be made against NTESCL 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.

2) TERMS OF PAYMENT:

90% payment 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 Station Manager/Jr. Manager (Stores) attached to the NTESCL- store.
And
- b) Report for in-house testing, if done after delivery of the items at different site stores signed by the Engineers of Dist. Testing Department.
- c) Balance 10% payment will be made within 45 (forty five) days of submission of bills along with SRV.

3) PAYING AUTHORITY:

General Manager(Account), New Town Electric Supply Company Limited,, “ Finance Centre”, 2nd floor, CBD, Plot No. 1, Action Area –II, New Town, Rajarhat, Kolkata – 700 161,will be the Paying Authority.

4) CONSIGNEE:

The name of the consignee will be intimated by General Manager (Commercial), NTESCL. along with Despatch Instruction.

5) **GUARANTEE:**

a) IN GENERAL EXCEPT ENERGY METER AND EQUIPMENT & CABLE :

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, NTESCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.

b) FOR EQUIPMENT, ALL TYPE OF HT CABLE & LT AB CABLE :

In the event of any defect in the equipment/cable arising out of faulty design, materials, workmanship within a period of **5 (five) years from the date of last despatch** of any integral part of the equipment/cable, the supplier shall guarantee to replace or repair the same to the satisfaction of the purchaser.

If the supplier fails to do so within one month of receipt of intimation, NTESCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.

c) 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. Collection point of defective meters and supply point of new meters shall be intimated by Distribution Testing department. **If the defective meters are not replaced within the above specified period, NTESCL 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”.

6) **TESTING:**

a) CALIBRATION:

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

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

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

b) INSPECTION & TESTING:

1) Before finalization of Tender:

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

However, NTESCL 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.

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

ii) **Energy Meter:**

The Meters and Meter Box, manufactured as per Technical Specification will be subjected to tests as per relevant Indian Standard and our Technical Specification. Each Meters and Meter Box shall be subjected to routine tests as per relevant Indian Standard. In all such cases, while offering for inspection and testing, one hard copy and one soft copy of the test reports indicating the test results **along with sequential sl.nos. of the body seals of the offered lot of meters** should be submitted to the C.E.(DTD), WBSEDCL, Abhikshan, Salt Lake, Kolkata-700091 with copies to the General Manager (Commercial), NTESCL **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/NTESCL 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 despatch clearance from. General Manager (Commercial), NTESCL with approval of the supplier's test reports and the

supplier should send intimation to this office and also to the C.E.(DTD), WBSEDCL regarding despatch of Energy Meters to stores immediately after despatch.

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/NTESCL 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.

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).

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

7) 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) Materials/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 materials/equipment shall have to be re-offered for inspection and testing and re-testing charges as per Clause- 8(c) will be levied 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.

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 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.

9) DELIVERY:

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

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

- b) The date of receipt of offer for inspection of the materials/ equipment along with works test certificate will be treated as the date of delivery of that particular lot provided the materials pass in inspection and testing. Delay in offer beyond the delivery schedule to be incorporated in the order shall attract imposition of L.D. as per L.D. Clause. The materials should reach the destination store within.
- i) 21 working days from the date of issue of the Despatch Instruction for the manufacturer located outside state.
 - ii) 10 working days from the date of issue of the Despatch 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.

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 the General Manager (Commercial). 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 NTESCL reserves the right to take any penal action whatsoever without any further reference.

10) **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 WBVAT as required under WBVAT Act, 2003 as amended from time to time need to be submitted, where applicable.

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 NTESCL 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 NTECL may at its 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 10(ten) weeks and @ 1% of the value per week beyond 10 weeks subject to **maximum of 10% of the particular lot and accept the goods beyond the stipulated period**. Liquidated damage, if any involved, shall be recovered from the outstanding bills/ Bank Guarantee.

12) **ADDITIONAL LIABILITIES:**

The NTESCL 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 NTESCL 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 NTESCL, 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 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 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, NTESCL reserves the right to invoke Bank Guarantee/forfeit Earnest Money deposit/cash security to the extent of loss so suffered by the NTESCL 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 NTESCL.

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) 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) –Indirect Tax, WBSEDCL, 6th floor, Vidyut 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.

19) 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 despatch clearance 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 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.

20) ISSUE & SUBMISSION OF WAY BILL:

- a) Immediately on receipt of the order copy, the supplier shall have to submit their (i) VAT No / CST No (ii) PAN No (iii) Trade Name, Address, Pin No & State to the Manager (F&A) Indirect Tax, 6th floor C Block, Vidyut Bhavan, and Dematerialized Way Bill in Form No 50A Part I (Original & Duplicate) will be issued by the Manager, (F&A) Indirect Tax Vidyut Bhavan,
- b) Dematerialized Way Bill in Form 50A, Part II and the annexure i.e. invoice detail (Original & Duplicate) are to be generated and printed by the supplier from the Directorate's website (www.wbcomtax.gov.in) by entering the WBSEDCL's Tin No 19671325006 and the Way Bill Key No (it will be available in Part I Way Bill) against which Way Bill no will be generated. Driver / Transporter should possess such Way Bill Part I, Part II and Annexure (both Original & Duplicate Copy) while entering the territory of the West Bengal.
- c) The utilization report is to be submitted to the Manager (F&A) Indirect Tax Vidyut Bhavan, 6th floor, 'C' Block through this end within 03 days, and utilized Way Bills (Part I, Part II & Annexure) both original & duplicate copies are to be submitted to this end, within 05 days from entry of the vehicle with materials into the State of West Bengal, failing which no C Form for concessional rate of CST will be issued to the supplier.

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

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

22) SUBMISSION OF DRAWING:

The tenderer must submit 3 (three) copies of Drawing with GTP (S) 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 and /or GTP (s) beyond the above stipulated period will be on their account.

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.

NOTE:-

- 1. GCC clause no. 7, 10, 18, 19 & 20 will be modified as per present tax structure.**
- 2. GSTIN no. of factory premises, from where goods will be dispatched and relevant HSN code of the material, are to be mentioned in a separate sheet and uploaded in the bid.**
- 3. 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 the Ex-works, F&I charges and GST as applicable.**