



West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

Project Office: Jaldhaka Hydel Project

WBSEDCL

Village: Paren, P.O. & P.S. – Jaldhaka Hydel Project, Kalimpong -734503

Telephone: 03552-296190, E-Mail: pm.jhp@wbasedcl.in

NOTICE INVITING e-TENDER.

NIT No.: WBSEDCL/ PM/JHP/2023-24/35 Date: 07-09-2023

The Addl. Chief Engineer & Project Manager, Jaldhaka Hydel Project, WBSEDCL invites e-tender (Submission of Bid online) on percentage rate basis for the works detailed below from bonafide, resourceful and experienced contractors of State / Central Govt., State / Central Govt. PSU, Statutory Bodies constituted under the statute of Central / State Govt. as per following terms & conditions:

- Name of the work:** Supply, delivery, transportation, installation, and commissioning of different types/capacity of air conditioner and geyser under Jaldhaka Hydel project, WBSEDCL. Dist.- Kalimpong (WB) PIN-734503”.
- ESTIMATED AMOUNT:** RS. 293367.00/- (Rupees Two Lakhs Ninety-Three Thousand Three Hundred Sixty-seven only) exclusive of GST.
- EARNEST MONEY DEPOSIT:** Rs. 7335.00/- (Rupees Seven Thousand Three Hundred Thirty-Five) only shall have to be deposited online mode as per detailed NIT. Tender, without Earnest Money Deposit shall be rejected altogether.
- Schedule of Dates for e-Tendering:**


Sl. no	Activity	Date & Time
1.	Publishing Date	19.09.2023 (12.00hrs)
2.	Document Download start date	19.09.2023 (12.00hrs)
3.	Pre-Bid Meeting date	27.09.2023 (12.00hrs)
4.	Bid submission start date	19.09.2023 (12.00hrs)
5.	Bid submission end date	12.10.2023 (12.00hrs)
6.	Last date of physical submission of Bid Guarantee/PBG for EMD	12.10.2023 (12.00hrs)
7.	Technical Bid opening date	16.10.2023(12.00hrs)
8.	Financial Bid opening date	To be notified later

- ELIGIBILITY CRITERIA:** Intending bidder must possess minimum eligibility criteria as mentioned below:
 - PAN CARD
 - GST Registration Certificate,
 - Trade License in respect of the prospective Bidder. Proprietorship Firm: (Trade License). Partnership Firm: (Partnership Deed, Trade License). Limited Company :(Incorporation certificate, Trade License). Co-operative Society: (Society Registration certificate, Trade License).
 - Authorised Dealership or Third Party reseller certificate.

6. OTHER TERMS OF TENDER:

- a. Intending bidder should download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. All documents are to be submitted concurrently duly digitally signed by the Bidder through the website <https://wbtenders.gov.in>.
- b. The financial offer of the prospective bidder will be considered only if the TECHNICAL BID of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of Qualified Bidders of Technical Bid will be displayed in the website.
- c. Bid shall remain valid for a period not less than 180 (one hundred eighty) days from the date of technical bid opening. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD). However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.
- d. The Bidder at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall be at the Bidder's own expense.
- e. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.
- f. All statutory labour laws have to be complied as per Govt. norms during the period of execution.
- g. No mobilization advance or secured advance will be allowed.
- h. A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If found to have applied severally in a single job, all his offers will be rejected for that job.
- i. The instant e-NIT will be processed in line with prevailing Revised Purchase Policy of WBSEDCL as available in <http://www.wbsedcl.in> website.
- j. Prospective applicants are advised to note carefully the minimum qualification criteria before tendering the bids.
- k. Exemption from deposition of Earnest Money (EMD) shall not be allowed under any circumstances.
- l. Conditional / Incomplete tender will not be accepted under any circumstances.
- m. The intending Bidders are required to quote the rate online at wbtenders.gov.in.
- n. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice and legal action will be taken against him.
- o. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.

- p. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) without assigning any reason whatsoever.
- q. Revised Purchase Policy will be followed wherever applicable in respect of the contract work. Revised Purchase Policy is available on company's website.
- r. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.


07.09.2023

Project Manager,
Jaldhaka Hydel Project.

INSTRUCTIONS TO THE BIDDERS (ITB)

1. **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.
 - i. Registration/Enrolment of bidder on e-tendering portal of NIC: In order to submit the bid, the bidders have to get themselves registered online on the e-tendering portal of NIC with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online registration of the bidder shall be one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
 - ii. The bidder shall have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of NIT including general and special terms and conditions and other conditions, indignity Pact etc. if any, along-with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed /accepted. This user portal agreement will be part of NIT/Contract document.
 - iii. Digital Signature Certificate (DSC): Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.
 - iv. 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.
2. **Submission of Tenders:**
 - a. 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. Bidders 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 bidder 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.
 - b. The bidder needs to download the Forms / Annexure, 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.
 - c. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all them addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

3. Technical Proposal:

3.1 The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

A. Statutory Cover

a) **Earnest Money Deposit (EMD):** Scanned copy NEFT/ RTGS towards EMD as prescribed in the NIT.

b) **NIT:**

i. Notice Inviting Tender (NIT)

ii. Addenda/Corrigenda: if published. 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.

c) **Forms/ Annexure:** As per NIT, 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):

a. Current Professional Tax payment certificate,

b. PAN CARD

c. GST Registration Certificate,

d. Trade License in respect of the prospective Bidder. Proprietorship Firm: (Trade License). Partnership Firm: (Partnership Deed, Trade License). Limited Company :(Incorporation certificate, Trade License). Co-operative Society: (Society Registration certificate, Trade License).

3.2 **Financial Proposal** The financial proposal shall 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).

4. Earnest Money deposit (EMD) :

a. EMD amount as per NIT.

b. EMD by NEFT/RTGS should be submitted online through website <https://wbtenders.gov.in>.

c. GSTIN of WBSEDCL is 19AAACW6953H1ZX.

d. **Return of Earnest Money deposit :**

A. In case of **unsuccessful bidder(s)**, The EMD will be refunded to the unsuccessful bidder after placement of award of contract (AOC) to successful bidder. Return of EMD will be automatically initiated through portal.

B. In case of **successful bidder(s)**: The EMD of successful bidder will be refunded after submission of security deposit as per LOA/PO against his application.

e. Forfeiture of Earnest Money:

- A. If the successful bidders fail to accept Purchase Order / LOI issued within their offered validity period.
- B. For failure to submit specified security deposit within time limit indicated in the Purchase Order / LOI.
- C. If any cartel is formed by the bidder in their quotation.
- D. If the bidder modifies/withdraws the bid during the validity period of bid.

5. Opening of Technical Proposal

- a. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- b. Intending bidders may remain present if they so desire.
- c. Cover (Folder) for Statutory Documents will be opened first and if found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- d. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

6. Techno-commercial Evaluation of Tender

- a. While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders 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.
- b. The summary list of bidders, 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 bidders.

7. Opening and evaluation of Financial Proposal

- a. Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- b. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- c. 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.
- d. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

8. 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

9. Acceptance of Tender: Lowest valid rate should normally be accepted. Evaluation of bid will include and will take into account Cost of total Scope of

Work excluding Taxes. 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.

10. **Work Order:** WBSEDCL will communicate acceptance of tender to the successful bidder by a work Order. The successful bidder shall communicate the acceptance of the purchase order.
11. **Concession:** No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.
12. **Holiday Listing and Vendor Rating:** Holiday Listing & Vendor Rating will be applicable according to the "Holiday Listing & Vendor Rating" policies of the Revised Purchase Policy, which is posted in website of WBSEDCL (www.wbsedcl.in). Performance of the bidders, who supplied materials/equipment to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vendor Rating policy and their Vendor Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.
13. **Additional Performance Security:** If the lowest bidder's bid is found to be within the range of -20% to -80% of the estimated value, the bidder shall have to furnish an Additional Performance Security amounting to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee/Demand Draft/ Banker's Cheque/NEFT/RTGS from any scheduled bank before issuance of Work Order. The Additional Performance Security shall have validity for entire defect liability period and with a claim period of another 3(three) months. Tenderer shall not claim any interest on Additional Performance Security. Additional Performance Security may be extended or revised as per the request of purchaser.

..... END OF ITB

GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Name of work:** Supply, delivery, transportation, installation, and commissioning of different types/capacity of air conditioner and geyser under Jaldhaka Hydel project, WBSEDCL. Dist.- Kalimpong (WB) PIN-734503:

2. **Scope of work:**

SL/No	Item Description	Qty	Unit	Rate	Amount
1	1.5 Ton Split Type AC of reputed brand with 5 Star BEE Rating (Copper Coil)	2	Nos	33203.00	66406.00
2	2 Ton AC Split Type AC of reputed brand with 5 Star BEE Rating (Copper Coil)	4	Nos	43750.00	175000.00
3	Geyser 25 Litre Capacity of reputed brand with 5 Star BEE Rating (including installation)	2	Nos	14830.50	29661.00
4	Installation Charges for ACs (including Bracket)	6	Nos	2300	13800.00
5	Transportation Charges of above items	1	Lot	8500	8500.00
					293367.00

3. **Completion of work:** within 60 days from the date of acceptance of order. The materials must be delivered and commissioned in Inspection Bungalow, JHP.

4. **Statutory compliances:**

a. **ACCIDENT RISK:** WBSEDCL shall not be responsible in connection with any sort of accident either fatal or non-fatal which may occur during execution of work transportation of materials/equipment, execution/maintenance of works. The Contractor shall have to provide safety precautionary arrangement for his workmen in order to avoid any such incident/accident as per prevalent safety rules and regulations.

5. **PRICE ESCALATION:** The price shall remain FIRM during the continuance of the Contract. No price escalation / reimbursement of any amount, except otherwise mentioned in the contract, shall be entertained.

6. **Security Deposit:**

- The EMD amount would be transformed into the security deposit. The agency must submit remaining 10% of ordered value as Security Deposit.
- The security submitted will be submitted in the form of DD only.
- Security shall be refunded to the agency after a period of 12 (twelve) months from the date of successful completion of the contract based on certification by the Controlling Officer towards satisfactory performance of the agency during the period of contract.

7. **LIQUIDATED DAMAGE**

- a. If the Contractor shall fail to complete the total works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to half percent (0.50%) of the "Contract value of work" as liquidated damages for such delay for every week or part thereof till 10 weeks, thereafter @ 1% per week or part thereof.
 - b. Extension for completion period may be allowed on reasonable ground against written application of agency stating justifiable reason with supporting documents. Liquidated Damages shall be levied maximum of ten percent (10%) of the contract price.
 - c. The Company may, without prejudice to any, all other method of recovery deducts the amount of such damages from any money in their hand due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from this obligation to complete the works or from any other of his obligations and liabilities under the contract.
- 8. Payment:**
- i. 100 % of the ordered value along with full taxes and duties shall be paid after delivery of materials and submission of Tax Invoice (triplicate), delivery challan and E-Way Bill to the controlling officer for processing of payment.
- 9. Defect Liability Periods:**
- i. The term 'defect liability period' shall mean the period of twelve (12) months from the Date of completion of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.
 - ii. Defect / loss so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money, already submitted by the contractor as mentioned above.
 - iii. After completion of defect liability period and on completion of satisfactory rectification of defects, if any, reported within the defect liability period, and on receipt of the application from the contractor the Controlling Officer of the work shall recommend for refund of the Security money.
- 10. Refund of Security Deposit:** Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor or under this contract or any other contract. The performance Bond/Security deposit for all type of bids shall be released only after satisfactory expiry of the defect liability period and certified as such by the Controlling Officer of the work upon written request by the contractor.
- 11. Force Majeure:**
- i. The Contractor shall not be liable to pay any liquidated damage for delay/failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10 (ten) days from the beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the fact and grant such extension as found to be justified without imposing liquidated damage.
 - ii. The Department shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The Department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

- i. If the contractor neglects or fails to proceed with the work proportionate to the schedule time of completion of the work or fails to complete the work within schedule time for completion or within the extended time approved by the Company, the Company shall have right to terminate the order/ letter of intent after giving notice in writing to the contractor. If the contractor fails after 14 (fourteen) days' of such notice, to proceed with the work in the manner notified the Company shall terminate the contract.
 - ii. In that case the Company shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. If the contract is terminated as above, the contractor shall have no claim for compensation against the Company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.
- 13. Supplementary works:** Whenever supplementary work becomes unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However, the Controlling Officer shall have the right to advise the contractor to proceed with such item (s) of work. Rates for supplementary item shall be arrived as per market value of work against documentary evidence.
- 14. Contact person:** The Assistant Manager (HR&A), JHP. The intending bidder may contact for any query before pre-bid meeting on his cell no 8900794028.
- 15. Controlling Officer-** The Assistant Manager(HR&A), JHP
- 16. Supervising officer:** The Assistant Manager (HR&A), JHP or his authorized representative of controlling officer.
- 17. Paying Officer-** The Assistant Manager (F&A), JHP.
- 18. Consignee:** The Assistant Engineer (M) & IC Store, JHP.
- 19. Risk Purchase:** The time of offer for inspection or physical dispatch stipulated in the physical order shall be deemed to be the essence of the contract and if you fail to deliver or dispatch any consignment within the period subscribed for such delivery of dispatch in the said letter of award, the WBSEDCL shall be entitled to purchase such consignment or if not available, the best and the nearest available substitute elsewhere on the account and at your risk or to cancel the contract and you shall be liable to compensate for any loss or damage which the WBSEDCL may substitute by reason of such failure on the part of you.
- 20. Legal Jurisdiction:** All disputes concerning question of act of arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor. Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such dispute shall be subject to settlement under the jurisdiction of Calcutta High Court

*****END*****

ANNEXURE –I

FORMAT FOR UNDERTAKING BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I,....., Partner / Legal Attorney/Accredited representative of M/S....., solemnly declare that:

1. We are submitting Tender for the Work.....
.....
..... against Tender Notice No.....
..... dated
3. None of the Partners of our firm is relative of employee of(Name of the Company)
4. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
5. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
6. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.

Signature of the Tenderer
Dated-----

Format of Letter of Bid

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-tendering PORTAL OF NIC)

To

The Project Manager

Jaldhaka Hydel Project: WBSEDCL

Sub: Letter of Bid for the work of -----

Ref: 1. NIT No-----dated-----

2. Tender Id No-----

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Signature of the Tenderer

Date : -----

DECLARATION BY THE TENDERER

Dated: _____

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Bill of Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools and plants, at my/our cost required for the work.

Signature of Tenderer

.....
.....
.....

Postal address of the Tenderer

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

Ref : Notice Inviting e-Tender no :

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular WBSEDCL, WBSETCL or Administrative Ministry, shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.