



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A Govt. of West Bengal Enterprise)
NADIA REGIONAL OFFICE
Power House Complex, Bejikhali More, Krishnanagar, Nadia – 741101
E-mail :rm.nadia@wbasedcl.in

NOTICE INVITING e-TENDER

NIT No. :RM/Nadia/CIVIL /E-Tender/2024-25/12

Date 02.12.2024

SUBJECT: Repair and maintenance of KJTC building including maintenance of Boundary wall (Estimate as per P.W.D. S.O.R Area of Kalyani Sub Div w.e.f. 01.11.17 and all other corrigenda up to date).

The Regional Manager, Nadia Regional Office, WBSEDCL invites e-Tender only from the bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc.

Sl. No.	Name of the Work	Estimated Amount (Rs)	Earnest Money (Rs)	Period of Completion	Name & address of the Concerned Office
01.	Repair and maintenance of KJTC building including maintenance of Boundary wall (Estimate as per P.W.D. S.O.R Area of Kalyani Sub Div w.e.f. 01.11.17 and all other corrigenda up to date).	Rs-1888385.37 Excluding GST) (Rupees Eighteen Lakhs Eighty-eight Thousand Three Hundred Eighty Five and Paise Thirty Seven Only)	@2% of the estimated cost	03(Three) Months from the date of Handover of Work Site	Nadia Regional Office, Power House Complex, Bejikhali More, Krishnanagar, Nadia – 741101

- (1) For e-filing of tender, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- (2) Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>.
- (3) Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-16.
- (4) The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
- (5) The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged between the bidder and WBSEDCL, shall be written in English language only.
- (6) Eligibility Criteria: The bidder shall be liable to fulfill all eligibility criteria, as listed hereunder:
 - a) Technical Requirement: Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully completed a) Three similar works costing not less than the amount equal to 40 % of the estimated cost Or, b) Two similar works costing not less than the amount equal to 50 % of the estimated cost Or, c) One similar work costing not less than the amount equal to 80 % of the estimated cost during the last 7 (seven) years.
 - b) Commercial & Statutory Requirement: The bidders shall be liable to produce valid copies of all financial and statutory documents as listed in the Table 4A (Section A Of Instruction To Bidders) to be uploaded along with the bid for evaluation.

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Corporate Identity Number : U40109WB2007SGC113473

Website : www.wbasedcl.in

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- c) The bidders shall be liable to submit reports on the financial standing of the firm/company reflecting solvency of the bidder listed in the Table 4A (Section A Of Instruction To Bidders) to be uploaded along with the bid for evaluation.
- d) The bidder shall not be under blacklisting/ holiday listing by WBSEDCL at the time of placing of bids. A self-declaration may be furnished in this respect.

Bidders are advised to carefully go through the table of documents required for submission to ensure their minimum qualification criteria, failing which their eligibility shall not be considered.

- (7) **Validity of Bids:** Bids shall remain valid for a period not less than 180 (One hundred Eighty) days after date of opening of financial bids of the tender. Bids valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.
- (8) **Earnest Money Deposit(EMD):** The bidder shall submit Earnest Money Deposit (EMD) @ 2% of the Estimated Cost, i.e., Rs. 37767.93 (Rupees Thirty seven Thousand Seven Hundred Sixty-seven and Paise Ninety-three Only) through Online mode of payment only, using any one of the following methods:
 - (a) Net-banking through payment Gateway
 - (b) RTGS / NEFT Payment: On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e- procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed..
 - (c) EMD amount must be paid in fullthrough online mode only. No partial payment will be allowed.

General Instruction for Online Payment:

- (a) The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- (b) Status of NEFT/RTGS payment through challan for a bid may take time for bank settlement which is updated later. As such bidders opting to pay through NEFT/RTGS mode shall make payment well in advance to avoid any complicity.
- (c) In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- (d) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

Refund /Settlement of EMD Amount:

- (a) For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- (b) For successful bid(s), EMD will be refunded from WBSEDCL authority after completion/termination of tendering process and following due procedures.
- (c) EMD will be refunded for all bidders in case the NIT is cancelled by WBSEDCL.
- (d) For any queries related to payment and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033 4026 7512 / 13 since payment gateway facility used by E-tender portal is maintained by ICICI.

Forfeiture of Earnest Money Deposit (EMD):

Earnest money deposit / bid guarantee shall be forfeited in case of the following situations:

- (a) If during the period of validity, the bidder withdraws / modifies its bid as a whole or in part.
- (b) If during scrutiny, the credential or any other papers submitted by the Bidder is found to be false / manufactured / fabricated / misleading, then the bid shall be rejected outright along with forfeiture of Earnest Money.
- (c) In the case of successful bid, if the bidder fails:
 - To accept LOA / Order unconditionally and sign contract.
 - To furnish contract performance bond as per standard proforma.
- (9) **Security Deposit:** Security deposit @ 10 % of order value will have to be deposited with the Manager (F&A), Nadia Regional Office, which will be refunded in due course on completion of the tenure of contract. In respect of the successful Bidder, the Earnest Money after acceptance of Tender shall be converted as a part of the Security Deposit, and the balance amount shall be realised by recovering from the progressive bill amount of the bidder. In all cases the amount of recovery will be so adjusted as to make the total amount of Security Deposit equivalent to 10 % (Ten percent) to the value of work executed.
- (10) **Additional Performance Security :** All bids in the range of -20% to -80% of the estimated value shall be required to furnish an Additional Performance Security, in the form of Bank Guarantee, equivalent to 10% of the work value. The validity period of the

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Bank Guarantee will be a minimum period of 02 (two) years with a claim period of another three months. Bids in the range of less than -80% shall be summarily rejected.

(11) Mobilisation Advance: No mobilisation advance or any other advance will be allowed under any circumstances.

(12) (a) The contractor shall be solely responsible for payment of IT and all other taxes, duties, levies, license fees, all types of Statutory Govt. obligation except GST, which will be reimbursed upon submission of Tax Invoice along with Final/ each RA Bill after completion of work and handing over to WBSEDCL. Bid price shall be firm and inclusive of all such costs and no claim on this behalf will be entertained by the company.

(b) If the vendor is registered under Goods & Services Act, then current status of GST Registration need to be enclosed & shall remain active through the tenure of the contract, otherwise payment will be withheld.

(13) Specification of Work: The work should conform to WBSEDCL's general conditions of contract, standard specifications, and approved drawings of WBSEDCL satisfying relevant provisions in the BOQ as per PWD SOR for buildings works of Nadia District excluding Kalyani Sub-Division.

(14) Responsibility of Bidders:

(i) It shall be the sole responsibility of the Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.

(ii) It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information or its effects.

(iii) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretation or deductions the bidder may derive from the data furnished by WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.

(iv) The bid shall include all the information as per bid document. The bidder is expected to examine carefully all instruction, conditions, forms, schedules, terms, Annexure, specifications etc. in the bidding documents. Failure to comply with the requirement of bid submission will be at the bidders own risk. Bids, which are determined to be not substantially responsive to the requirements of the bidding documents, will be rejected.

(v) The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

(vi) In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance before the last date and time of submission of the bid. WBSEDCL shall not be held responsible for any failure of Bid submission due to snag arising out of network failure.

(vii) Successful bidder(s) shall have to mandatorily create Vendor ID through WBSEDCL Web Portal Vendor Corner, if not created earlier.

(16) Date & Time Schedule:-

A.	Date of uploading of NIT & other Documents (Publishing Date)	02.12.2024 AFTER 15:00 hrs
B.	Documents download start date (Online)	02.12.2024 AFTER 15:00 hrs
C.	Bid submission starting date (Online)	02.12.2024 AFTER 15:00 hrs
D.	Pre Bid Meeting (at Nadia Regional Office, Krishnanagar, Nadia)	06.12.2024 AT 13:00 hrs
E.	Bid submission closing date (Online)	17.12.2024 AT 15:00 hrs
F.	Date of submission of EMD (Online)	UP TO 17.12.2024 15:00 hrs
G.	Techno-commercial bid opening date	19.12.2024 AFTER 15:00 hrs
H.	Techno-commercially qualified bidders' list uploading date	To be notified later
I.	Price bid opening date	To be notified later

(17) Tools & Tackles: Adequate quantities of standard tools and tackles shall have to be available with the bidder so as to complete the work entrusted as expeditiously as possible.

(18) Penalty for delay in Completion: If the contractor fails to complete the work successfully within the time specified in the Contract or any extension thereof, the Company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay except where such delay occurs due to failure or part of WBSEDCL or force Majeure.

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The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.

(19) **Site Visit:** The Bidder, at his own responsibility and risk may visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder's own expense.

(20) **Acceptance & Rejection of Bids:** WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of the Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action. Tender inviting Authority (WBSEDCL) also reserves right to accept /cancel / withdraw the concerned NIT in full or part due to unavoidable circumstances and no claim in this respect shall be entertained.

(21) **Controlling Officer:** The Divisional Manager, Kalyani (D) Division, WBSEDCL shall act as Controlling Officer.

(22) **Supervising Officer & Site-in-Charge:** The Assistant Engineer (C) of Nadia Regional will be the Technical Controlling Officer and Junior Engineer (C), Nadia Region will supervise the work under the technical guidance of the higher authority.

(23) The Manager (HR&A), Nadia Region shall verify the status of statutory compliances.

(24) **Paying Authority:** The Manager (F&A), Nadia Region, WBSEDCL shall be the Paying Authority.

(25) **Work Order & Payment of work** will depend on availability of fund. Intending bidders may consider the same prior to placement of bids.

(26) The intending bidder(s) are required to quote the rate (percentage above / below / at par) over the total estimated cost put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances and to consider the following costs and criteria & conditions.

(27) If at any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process is/are incorrect / manufactured / fabricated / misleading, that bid will be considered as nonresponsive and outright rejected with forfeiture of Earnest Money Deposit and action may be taken towards blacklisting of the bidder or any other legal action as may be deemed fit by the company.

(28) Before issuance of Letter of Acceptance / Work order, the tender accepting authority shall verify the credential & other documents of the lowest bidder so uploaded online. If it is found that such document is incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favour of the bidder under any circumstances and action will be taken accordingly. If any bidder fails to produce the original hard copies of the document like Successful Completion Certificate and any other documents on demand of the department within a specified time frame or if any deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be taken towards blacklisting of the bidder or any other legal action as may be deemed fit by the company.

(29) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection. Any evidence of unfair trade practices, including overcharging, price fixing, cartelisation etc. as defined in various statutes, will automatically disqualify the parties. Evidence of repeated occurrence of such malpractices by any bidder shall be viewed seriously by the WBSEDCL authority and appropriate penal measures shall be imposed on such bidders which may include blacklisting.

(30) At the time of placing purchase order, the quantity mentioned in the Tender Document may vary up to (+/-)25%.

(31) **Loss and damage of materials:** The contractor shall be responsible for safe custody of all materials until the installation is officially taken over by the Company. For any loss including theft/pilferage/damage during the period of transportation, storage, erection, jointing, reinstatement etc. the same shall be made good by the contractor at his own cost and arrangement.

(32) Bidder should provide the rates for erection work without GST. Applicable GST will be paid in extra as per applicable rates.

(33) **Award of Contract:** The bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Letter of Acceptance. The notification of award will constitute the formation of the contract.

(34) **Supplementary Works:**

Whenever supplementary works become 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 at as given hereunder:

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34.1 The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
34.2 When above clause no 34.1 shall not be applicable the rates shall be taken from P.W.D. (WB) schedule of rates for building works, sanitary & plumbing works & PWD(WB)(Roads) schedule prevailing at the time of submission of bids.
34.3 When Sl. No 34.1 & 34.2 above shall not be applicable, the rate should be analyzed to the mutual acceptance of the present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as Cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable. Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the Contractors.

35. Liquidated Damage:

27.1. If the contractor fails to complete the work successfully within the time specified in the Contract or any extension thereof, due to delay on his part, the Company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to the Force Majeure.
27.2 The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.
An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.


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