

**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
(A Govt. of West Bengal Enterprise)

**Mini- Micro Hydel Division**  
**Administrative Building, 2<sup>nd</sup> Floor, Dowhill Road,**  
**P.O. Kurseong, Dist. Darjeeling, Pin-734203.**

Email id: [de.mmhd@wbasedcl.in](mailto:de.mmhd@wbasedcl.in), [deemmhd@gmail.com](mailto:deemmhd@gmail.com)  
Ph: (0354) 2344466 FAX: 0354-2344456, Mobile : +91-8900794055/8145720057

Memo. No. DE(E)/MMHD/TENDER/EM/

Date: / / 2023

To

**TENDER NOTICE NO. : DE(E)/MMHD/EM/2023-24/08**

**Dated: 09.08.2023**

The Divisional Engineer (Elect), Mini Micro Hydel Division, WBSEDCL, 2nd Floor, Administrative Building, Near Kurseong Municipality Office, Dowhill Road, Kurseong-734203, Dist. Darjeeling (West Bengal) for and on behalf of WBSEDCL invites sealed tenders from the reputed, experienced and financially sound Indian firms for the work of **“Repairing of Two (02) Nos. damaged Spear Valve and Nozzle Disk set of Fazi Hydel Power Station and Repairing of gates at Sidrapong Hydel Power Station under Mini-Micro Hydel Division, WBSEDCL, Kurseong”**.

Sl. No.	Description of Work	Time of completion of the job
1	<b>“Repairing of Two (02) Nos. damaged Spear Valve and Nozzle Disk set of Fazi Hydel Power Station and Repairing of gates at Sidrapong Hydel Power Station under Mini-Micro Hydel Division, WBSEDCL, Kurseong”</b> .	15 (Fifteen) Days

- The bidder shall have PAN, PT clearance certificate and GST registration number if applicable, in respect of his firm and required to be furnished as and when asked for during the process.
- Location:** Mini Micro Hydel Division, WBSEDCL, Kurseong.
- Period of Contract: 15** (Fifteen) days from the date of placement of Letter of Award.
- Bid Guarantee (Earnest Money Deposit):** The bid must be accompanied by earnest money deposit (EMD) of Rs. 2,150.00/- (Rupees Two Thousand One Hundred Fifty) as bid guarantee failing which the bid shall be non-responsive and hence rejected. Bid Guarantee shall be submitted in a separate envelope in either by Crossed Demand Draft or, by bankers cheque for Rs. 2,150.00/- (Rupees Two Thousand One Hundred Fifty) and in favour of **“WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED”** on any scheduled nationalised bank in India & payable at **Kurseong/Siliguri/Darjeeling (SBI A/C No. 30152199473)**.
- Price of Bid Document:** Rs. 295.00 (Two Hundred Ninety Five) only (Non Refundable) inclusive of GST @ 18%. The change in the rate of GST shall have to be taken care of at the time of submission of the price of tender document. Bid documents will be sold on production of letter (in duplicate) in printed letterhead expressing interest for participation in the tender and authorizing the person (with attestation of his signature) for purchase of the same and upon payment of price for bid document.

Registered Office : **“VidyutBhavan”**, Bidhannagar, Block-DJ, Sector-II, Kolkata-700091 CIN No. U40109WB2007SGC113473

Website : [www.wbasedcl.in](http://www.wbasedcl.in)

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6. **Validity of Bid:** The Bid shall remain valid for a period of 120 days from the date of opening of bid.
7. Issuance of bid documents will not be construed to mean that such bidders are automatically considered qualified. Tender document will not be sent by post. WBSEDCL reserves the right to reject any bid or part thereof or all bids received at its discretion without assigning any reason whatsoever.
8. **The schedule of notice, sale, submission and opening of tender:**

i) **Notice inviting Tender [NIT]** : DE (E)/MMHD/EM/2023-24/08 Dated: 09.08.2023

ii) **Place, date & time for Sale of Tender Document** : O/o the Divisional Engineer (Elect),  
WBSEDCL, MMHD, Administrative Building,  
2<sup>nd</sup> floor, near Kurseong Municipality Office,  
Dowhill Road, P.O.-Kurseong, Pin-734203,  
Dist.- Darjeeling, West Bengal.

09/08/2023 to 24/08/2023  
[10:30AM to 01:30PM]

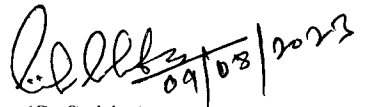
iii) **Last date for submission of Pre-bid queries, if any** : 24/08/2023 upto 02:00PM

iv) **Last date and time for submission of bid** : 24/08/2023 upto 02:00PM

v) **Place, date & time for opening of bid in presence of Bidders representative** : O/o the Divisional Engineer (Elect)  
WBSEDCL, MMHD, Administrative Building,  
2<sup>nd</sup> floor, near Kurseong Municipality Office,  
Dowhill Road, P.O.-Kurseong, Pin-734203,  
Dist.-Darjeeling, West Bengal.  
24/08/2023 at 03:00PM

**Encl:**

1. Terms & Condition - 3 pages.
2. Schedule of Work (Annexure-A)- 1 page.
3. EMD format (Annexure-I)- 1 page

  
(S. Subba)

Divisional Engineer (Elect)  
MMHD, WBSEDCL, Kurseong

## TERMS & CONDITIONS OF CONTRACT

1. **Scope of Work:** "Repairing of Two (02) Nos. damaged Spear Valve and Nozzle Disk set of Fazi Hydel Power Station and Repairing of gates at Sidrapong Hydel Power Station under Mini-Micro Hydel Division, WBSEDCL, Kurseong" as per the schedule of work in ANNEXURE-A.
2. **Price:** The total price is to be quoted as per schedule of work (Annexure-A attached) and should be net and firm inclusive of all incidental charges. The Provision of Taxes and Duties, if any, shall be governed by Govt. rules.
3. **Completion period:** Time is the essence of contract. The work is to be completed in all respect within 15 (Fifteen) days from the date of issuance of work order.
4. **Payment:** Payment will be made through NEFT/RTGS to you on submission of Tax Invoice in triplicate to the Controlling Officer along with necessary documents. Necessary bank charges will be borne by you. You need to provide your bank accounts details such as IFSC code, A/C number along with bill to be submitted in GST prescribed format.
5. **Extension of Time:** An extension of time without imposition of penalty, 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 within the schedule date of completion by the contractor who has to establish that the extension of time required by him is not due to his fault.

**(a) Causes for Extension of Time for Completion:**

The Contractor may claim an extension of the Time for Completion if the work is delayed due to any of the following causes:

- (i) Extra or additional work ordered in writing by WBSEDCL.
- (ii) Suspension of work ordered in writing.
- (iii) Delay by any other Contractor engaged by WBSEDCL, affecting this Contract.
- (iv) The WBSEDCL's Risks, if any when they constitute the sole reason for the delay in completion of Works
- (v) Delay in hand over of site by WBSEDCL.
- (vi) Force Majeure

The Contractor shall give notice to WBSEDCL of his intention to make a claim for an extension of time within 7 days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details.

**6. Force Majeure:**

**(i) Definition of Force Majeure**

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- (a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, requisition or embargo.
- (b) Rebellion, revolution, insurrection, military or usurped power and civil war.
- (c) ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- (d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor or of his sub-contractors.
- (e) Earthquake, Flood, Cyclone and such other natural disaster affecting Contractor's work.

**(ii) Effect of Force Majeure**

Neither party shall be considered to be in default of in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of the Letter of Award or the date when the Contract becomes effective, whichever is the earlier.

**(iii) Notice of Occurrence**

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations, he shall promptly notify the other party

**(iv) Performance to Continue**

Upon the occurrence of any situation of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-Charge of the steps he proposes to take including reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed to do so by the Engineer-in-Charge.

7. **Security Money :** The successful tenderer shall within 14 (fourteen) days of receipt of an intimation in writing to the effect that his tender is accepted by the Company, shall submit his acceptance in writing failing which the tender will automatically be treated as cancelled and earnest money will be forfeited. On receiving tenderer's acceptance for the

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work, the earnest money deposited with the tender will be automatically converted to form a part of security money. An additional sum of security money, if required, shall have to be deposited by the successful tenderer to constitute initial security money of 2.50 % (two point five zero percent) of ordered value. Further additional security money @ 0.50 % (zero point five zero percent) from final bill shall be deducted so that the total deduction together with 2.50 % (two point five zero percent) security money already taken shall constitute not less than 03.00% (three percent) of the total value of works as actually done. All security money shall be refunded, either in full or part as the case may be, after 1 (One) year from the date of satisfactory completion of the work.

8. **Refund of EMD:** In case of unsuccessful bidders, earnest money deposit will be refunded after finalisation of tender in the bank account as provided in the annexure-I (To be filled up by the bidder on bidder's own letter head). For successful bidder it will be dealt as per clause security deposit.
9. **Forfeiture of Earnest Money:** Earnest money shall be forfeited in case of following:
  - (i) If during the period of validity, the bidder withdraws its bid as whole or in part.
  - (ii) If the bidder deviates from any clarification / confirmation given by him subsequent to submission of his bid.
  - (iii) In case of successful bidder, if the bidder fails to accept LOA / Order unconditionally.
10. **Liquidated Damage:** In the event of delay, a penalty will be imposed @1/2% per week or part thereof subject to maximum 10% of the ordered value which will be deducted from the bill.
11. **Liability:** In case the materials are not found similar to the sample provided, the same shall have to be supplied and delivered again as per our requirement.
12. **Guarantee/warranty:** The entire work have to be guaranteed for a period of 01(one) year.
13. **Tools & tackles:** The agency should arrange all tools and tackles required to execute the job.
14. The contractor shall be liable against all loss, expenses or claims in connection with the accident or injury to any labour employee during execution of the work. The department shall neither be held responsible nor be liable for any compensation for any accident to any of your employee during execution of work.
15. Any dispute between WBSEDCL and the contractor which may arise during implementation of the subject contract, including the execution, the necessary judicial affairs and/or court case, shall be exclusively within the jurisdiction of the Kurseong/Darjeeling Court / Kolkata High Court only.
16. The offer shall remain valid for 120 (one hundred twenty) days from the date of opening of the tender.
17. The bidder shall have PAN, PT clearance certificate and GST registration number, valid electrical Contractor's/Supervisor's licence, if applicable, in respect of his firm and required to be furnished as and when asked for during the process.
18. The rate quoted by the contractor shall be firm and net. No price escalation or revision of rates shall be considered during the period of contract.
19. Tenders shall be complete in all respect and include all credentials and documentary evidence even though not specified in the specifications, schedules etc., but which are essential for the completion of the contract. The intending tenderers shall be responsible for properly co-ordinating the work and the offer should be complete in all respect.
20. The bidder shall include in his tender prices, all Taxes and Duties (except Goods & Service tax) applicable for execution of work. He shall obtain and pay for all permits, licenses, or other privileges necessary to complete the work. Income Tax as applicable and BOCW Welfare Cess @ 1% of the executed value of the work shall be deducted from the every R/A & final bill. The provisions of Goods & Service Tax shall be governed by prevailing government laws.
21. **Instructions to the tenderers**
  - i) The Tenderers shall submit the tender documents in a sealed envelope with clear marking of "Tender Notice No. ". The envelope should be addressed to the Divisional Engineer (Electrical), Mini Micro Hydel Division, Administrative Building, 2<sup>nd</sup> floor, near Kurseong Municipality Office, Dowhill Road, Kurseong with the address of the tenderer.
  - ii) If the envelope is not sealed or marked as indicated above, the WBSEDCL would not be responsible for misplacement or premature opening of the tender.
  - iii) The tenderers are advised to go through the "Special terms and conditions" & also inspect the site before submission of the tender.
  - iv) Transfer of tender documents purchased by / issued to one tenderer to another is not permissible.
  - v) The tenderers are to submit the tender papers in the specified tender box at the office of the Divisional Engineer (Electrical), Mini Micro Hydel Division, WBSEDCL. Tender received after due time shall not be entertained under any circumstances.
  - vi) If the office happens to be closed on the last date of the receipt of the application for issue of the tender papers / receipt of the tender papers / opening of the tender papers as specified in the tender notice, the corresponding last date shall be deemed to be extended to the next working day (excluding Saturday) up to the same specified time with all other dates remaining unaltered.
  - vii) Rate to be quoted against each item of the said schedule of work both in figure & in words. For evaluation of the tenders, rates in totality will be considered.

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## Terms & Conditions of Contract

- viii) Any correction in quoted rate should be duly signed by the tenderer.
- ix) Tender to be submitted in tender documents / format etc. as supplied / sold by the WBSEDCL only.
- x) The quantity put to tender estimate may vary up to any extent.
- xi) Rates to be quoted should be inclusive of all materials, labour, transportation, taxes (Except Goods & Service tax), duties etc. all complete.
- xii) Time is the essence of this contract. The time of completion mentioned in this NIT shall be considered as time of completion of all works. Liquidated damages clause as per Company's norms shall be effected in case of failure to complete the work within this time.
- xiii) Tender sent by post shall be rejected.
- xiv) The Company may at its discretion ask any bidder to produce the detailed price analysis for any or all items of the schedule of work, to demonstrate the internal consistency of those prices with the construction method and schedule proposed.
- xv) Any evidence of unfair trade practices including overcharging, price fixing, cartelization etc. as defined in various statutes will automatically disqualify the bidders. Formation of any cartel may lead to the cancellation of tenders with penal measures as necessary and the WBSEDCL reserve the right to take sure unilateral decision without further notice to anyone.
- xvi) The General Condition of Contract as prevailing for electrical works under WBSEDCL shall be applicable as required.
- xvii) WBSEDCL reserves the right to reject the whole or part of this tender at its discretion without showing any reason whatsoever.
- xviii) The tenderer should put their signature with seal in all the pages of the tender documents.
- xix) The rate should be quoted in the enclosed Price Schedule.

22. **CONTROLLING OFFICER:** Divisional Engineer (E), Mini Micro Hydel Division, WBSEDCL, Kurseong.

23. **SUPERVISING OFFICER:** Assistant Engineer (M), Mini Micro Hydel Division, WBSEDCL, Kurseong.

24. **PAYING OFFICER:** Assistant Manager (F&A), Mini Micro Hydel Division, WBSEDCL, Kurseong.


  
**DIVISIONAL ENGINEER (ELECTRICAL)**  
**MINI MICRO HYDEL DIVISION**  
**W. B. S. E. D. C. L.**

**SIGNATURE OF THE CONTRACTOR**  
**WITH SEAL AND DATE**

**SCHEDULE OF WORK**

Sl. No.	Description of the Job	Rate (in Rs.)	Qty.	Unit	Amount in Rs. (excl. of GST)
1.	Repairing of Damaged Nozzle Disk of Fazi HPS by welding, machining, grinding, polishing and threading for proper sizing.		02	Nos.	
2.	Repairing of Damaged Spear Valve of Fazi HPS by welding, machining, grinding, polishing and threading for proper sizing.		02	Nos.	
3.	Repairing of gate at desilting tank near Forebay of Sidrapong HPS by welding with MS angle plate and grinding.		01	Lot	
4.	Repairing of gate at Forebay-2 of Sidrapong HPS by welding with MS angle plate and grinding.		01	Lot	
<b>TOTAL (Excluding of GST)</b>					
GST will be charged extra					

**Amounts in words:****SIGNATURE OF THE TENDERER WITH SEAL**

  
 Assistant Engineer (Mech.)  
 Mini Micro Hydel Division  
 WBSEDCL, Kurseong

(to be filled by the bidder on bidder's own letter head)

To  
The Divisional Engineer  
MMHD, WBSEDCL  
Administrative building  
Dowhill Road  
Kurseong-734203.

**Sub:** Refund of Earnest Money Deposit**Ref:** NIT No. DE(E)/MMHD/EM/2023-24/08 Dated: 09.08.2023

Dear Sir,

In case my bid stands unsuccessful, please refund my EMD at my bank account as furnished below.

Name of the Bidder	
Vendor code with WBSEDCL (Desirable for quick processing)	
Address of the bidder	
Mobile No.	
Email ID	
Name of the bank	
Account No.	
IFSC code	

Dated signature with seal

\*: In case new vendor, the code may be created in WBSEDCL's website ([www.wbsedcl.in](http://www.wbsedcl.in)) through self-service mode.

N.B: The bidders are advised to attach a cancelled cheque duly printed their name and account number.

Check box for enclosure

Ref: NIT No. DE(E)/MMHD/EM/2023-24/08

Dated: 09.08.2023

SL. No.	Description	Put (✓ / x)	Remarks
1	PAN card		
2	GSTIN Reg. Certificate		
3	Trade License		
4	PTCC		
5	MSME certificate-if registered		
6	Bank Draft		
7	Online bank transfer receipt		
8	Copy of NIT duly signed		
9	Any other		

Dated signature with seal