



West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

WBSEDCL

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Teesta Canal Fall Hydel Project Office

Administrative Building,
Township Complex, Phansidewa,
Darjeeling, PIN-734 434

NIT No: TCFHP/Elect./TENDER/2021-2022/P&P-03 dt. 18.02.2022

Sealed tender in two parts (Techno Commercial Part & Price Part) are invited by the Project Manager, Teesta Canal Fall Hydel Project, WBSEDCL, Admin. Bldg. Phansidewa, Darjeeling (West Bengal) in sealed cover super scribing NIT No. and due date of opening from the reputed vendor for taking up the following work:

Name of work: Supply & delivery of illumination items for TCFHP, WBSEDCL as per schedule of supply.

Schedule of supply:

Sl. No.	Item Descriptions with make	Total Qty.
1	Complete set SON T Flood light 400W, Make: Philips	15 Nos.
2	SON T lamp 400W, Make: Philips	50 Nos.
3	SON T lamp 250W, Make: Philips	25 Nos.
4	Philips Ignitor Sl. 51/02, Make: Philips	15 Nos.
5	Ignitor SN57, Make: Philips	15 Nos.
6	20W LED Tube Light, Make: Philips	200 Nos.

Part I: Part-I is Techno Commercial Part and should contain (self-attested copy): **(i)** valid PAN Card **(ii)** up to date Professional Tax clearance certificate, **(iii)** Trade License **(iv)** valid GSTIN **(v)** MSME certificate-if registered.

Part II: Part - II is for Price Part. Price part should be submitted on agency's own letter head as per enclosed **TENDER FORMAT**.

Part-I & Part-II must be submitted in separate envelope. Both envelopes of Part-I & Part-II to be submitted in single envelope. Tender Notice No., Name of the work, due date and name & address of the bidder must be prescribed on the each envelope.

Tender documents under sealed cover will be received at the Office of the Project Manager, TCFHP, WBSEDCL, Administrative Building, Phansidewa Township Complex, P.O: Phansidewa, Distt: Darjeeling-734434 up to 14:00 hrs. on **28.02.2022** and shall be opened on **28.02.2022** at 15:00 hrs. in presence of the attending bidders or their authorized representatives. Tender received after due time shall not be entertained under any circumstances.

TERMS & CONDITIONS OF CONTRACT:

- 1. Price:** The price should be final but excluding GST. HSN should be clearly mentioned with bid. The GST will be applicable as per statute.
- 2. Evaluation of Bid:** Partial item quote are not allowed. The bids shall be evaluated on the basis of total quoted price for the entire schedule of supply.

3. **Delivery Period:** The delivery of the materials should be completed within 30 (thirty) days from the zero date. The zero date will be reckoned the date of received of L.O.A vide (A) by hand (B) by e-mail or any electronic media and (C) by post, whichever is earlier.
4. **Delivery Destination:** Materials shall be delivered by you to TCFHP Store, Power Station-I, Teesta Canal Fall Hydel Project (TCFHP), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Leusipukri, Distt: Darjeeling-734434 at your own cost & responsibility.
5. **Defective materials:** If in the opinion of the Engineer-in-Charge, any of the materials supplied is not of the quality of kind specified in the contract and /or are unfit for the works, he shall be at liberty to reject the materials and the contractor shall re-supply the same as directed by the Controlling Officer.
6. **Bid Validity:** Bid submitted shall remain valid for a minimum period of 180 (one hundred eighty) days from the next date of opening of tender. However, WBSEDCL may, on the merit of case, request extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.
7. **Payment:** Consignee Officer, on receipt of goods will issue a Store Receipt Voucher (SRV) and forward the stamped and pre-receipted GST prescribed invoice in triplicate to the Controlling Officer. He in turn certify the invoice for processing and releasing payment by Paying Officer. 90% payment will be made through NEFT/RTGS to you. Balance 10% will be kept as Security Deposit. Necessary Bank charges will be borne by you. You need to provide your A/C details such as IFSC code along with bill to be submitted in GST prescribed format.
8. **Security Deposit:** A sum @10% (ten percent) of the total ordered value shall be deducted from the bill. The security deposit shall be released after expiry of defect liability period described below and certified as such by the Controlling Officer of the work upon written request by the contractor.
9. **Defect Liability Period:** The term 'defect liability period' shall mean the period of 12 months from the Date of supply of the materials. 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.
10. **Manufacturer Warrantee Certificate:** The successful bidder shall have to submit the manufacturer warrantee certificate for a period of 01 year from the date of supply of the materials. Any defects found within the warranty period you shall have to be replaced/repared at your own cost & responsibility.
11. **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. orders 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.

- 12. Liquidated Damages:** Supply and delivery (physical delivery of Equipment / Materials at the place of delivery in accordance with the Delivery Instruction) /erection/construction of the Equipment / Materials as well as execution of the entire work should be as per the delivery schedule/schedule of completion of work. If the Equipment / Materials/ erection/ construction are not delivered/work is not completed within stipulated period as per schedule, WBSEDCL reserves the right to repudiate the Order (LOA). But the Purchaser may, at his discretion, extend the delivery schedule/execution schedule subject to imposition of liquidated damages at half percent (0.5%) of the Contract price for per week of delay or part thereof for first 10 (ten) weeks and @ 01% of value per week beyond 10 weeks subject to a maximum of 10% of the contract price /Ordered value and accept the Equipment / Materials beyond the stipulated period. Liquidated damages, if any, shall be recovered from the outstanding bills / performance guarantee.

Total contract price shall imply the contract prices of all the schedules of works taken together. The purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any moneys due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any of his other obligations and liabilities under the contract.

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

- 14. Controlling Officer:** The Superintending Engineer (E), Teesta Canal Fall Hydel Project, Admin. Building, Phansidewa Township Complex, Phansidewa, Dist. Darjeeling, Pin – 734434.
- 15. Consignee Officer:** The Assistant Engineer (M) & Store-In-Charge, TCFHP Store, Power Station-I, Teesta Canal Fall Hydel Project, Leusipukri, Dt. Darjeeling, Pin – 734434.
- 16. Paying Officer:** The Manager (F&A), TCFHP, Adm. Building, Phansidewa Township Complex, Phansidewa, Dist. Darjeeling, Pin – 734434.
- 17. Amendment to the Letter of Award:** So far any modification/ additions, if any, to this letter of award are concerned, the extension, amendments, corrigendum, approval for excess quantities, extra items etc. issued by this office shall be considered as valid and applicable to the contract in question.

- 18. 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.

Causes for Extension of Time for Completion: The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:

- (a) Extra or additional work ordered in writing by WBSEDCL.
- (b) Suspension of work ordered in writing.
- (c) Delay by any other Contractor engaged by WBSEDCL, affecting this Contract.
- (d) The WBSEDCL's Risks, if any when they constitute the sole reason for the delay in completion of Works.
- (e) Delay in handover of site by WBSEDCL.
- (f) Force Majeure.

The agency shall give notice to WBSEDCL of his intention to make a claim for an extension of time within 07 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. WBSEDCL shall after verification allow you for updating of the programme chart as facts may justify.


19. Instructions to the Bidders:

- i. The bidders shall submit the tender documents in a sealed envelope with clear marking of "Tender Notice No." The envelope should be addressed to The Project Manager, Teesta Canal Fall Hydel Project, WBSEDCL, Administrative Building, Phansidewa Township Complex, P.O: Phansidewa, Distt: Darjeeling-734434 with the address of the bidders.
- 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. 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. Tender documents will not be received by FAX / E-mail.
- iv. Any correction in quoted rate should be duly signed by the bidder.
- v. 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.
- vi. 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.



- vii. WBSEDCL reserves the right to reject the whole or part of this tender at its discretion without showing any reason whatsoever.
- viii. The bidder should put their signature with seal in all the pages of the tender documents.

Enclo: TENDER FORMAT

 18.02.2022

(S. K. Ambashta)
Addl. C.E & Project Manager
TCFHP, WBSEDCL



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TENDER FORMAT

I hereby submitted my rate offer against NIT No. **TCFHP/Elect./TENDER/2021-2022/P&P-03 dt. 18.02.2022.**

Schedule of supply:

Sl. No.	Item Descriptions with make	HSN	Unit price excl. GST	GST @
1	Complete set SON T Flood light 400W, Make: Philips			
2	SON T lamp 400W, Make: Philips			
3	SON T lamp 250W, Make: Philips			
4	Philips Ignitor Sl. 51/02, Make: Philips			
5	Ignitor SN57, Make: Philips			
6	20W LED Tube Light, Make: Philips			

I am abide by all the terms & conditions of the NIT.

Signature with seal