We/t Bengal /tate Electricity Di/tribution Company Ltd.

(A Govt. of West Bengal Enterprise)

Teesta Canal Fall Hydel Project Office

FAX: 0353-2587382 Administrative Building,
Telephone: 0353-2587231 Township Complex, Phansidewa,
e-mail: tcfhp@yahoo.in Darjeeling, PIN-734 434

NIT No: TCFHP/Elect./TENDER/2021-2022/P&P-04 dt. 24.03.2022

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:

1. Name of work: Supply & delivery of Usha Martin make ungalvanized IWRC steel Wire Rope for TCFHP, WBSEDCL as per schedule of supply.

2. Schedule of supply:

Item Descriptions with make	Qty.
Usha Martin make ungalvanized IWRC steel Wire Rope (20mm dia., 6x36 construction, 1770 N/mm² Tensile Strength confirming to IS:2266)	500 meter

- **3. Eligibility criteria:** Technical Part should contain the following documents. Price part should be submitted on agency's own letter head as per **enclosed Tender Form.**
 - i. PAN card,
 - ii. Trade License,
 - iii. GSTIN,
 - iv. PTCC
 - v. MSME certificate-if registered
- 4. Earnest Money Deposit: ₹ 5,419/- (Rupees five thousand four hundred nineteen only) in the form of Demand Draft/Pay Order/Banker's Cheque drawn on any Scheduled Bank in favour of "WBSEDCL A/c No.: 30149574213" payable at Siliguri (West Bengal). The EMD may also be submitted through Bank transfer i.e. RTGS/NEFT to WBSEDCL Account no.: 30149574213, IFSC CODE SBIN0000184.Tender without Earnest Money Deposit shall be rejected.
- 5. How to Participate: Intending bidders will have to download and print the tender from our website www.wbsedcl.in under tender. The duly filled tender form along with request papers as in the cheque box may reach this office at Administrative Building, Township Complex, P.O. Phansidewa, Distt. Darjeeling, Pin-734434 (West Bengal) physically or through speed post or courier within 08.04.2022 up to 17:00 hrs. The bid will be opened on 11.04.2022 at 11:30 Hrs. Any bid received beyond 08.04.2022, will not be entertained.
- **6.** The Technical Part shall contain NIT duly signed at each pages, EMD, eligibility criteria part, request letter (Annexure-I) and check box. The Price Part shall contain the Tender Form.
- 7. The interest bidders may visit the site for examine the works required for preparing the Bid. The cost of visiting the site shall be at the Bidder's own expense.



- 8. The tenderers shall keep the Technical part and price part in two separate covers and shall seal it properly. These two inner covers shall be addressed to the Project Manager, TCFHP, WBSEDCL, Phansidewa Township complex, WBSEDCL, Dist: Darjeeling-734434 and shall contain the name of work, tender Notice no. and shall be super-scribed as "TECHNICAL PART" and "PRICE PART" as the case may be. These two sealed inner covers shall be put into an outer cover and be sealed properly.
- **9.** The outer sealed envelope containing the "TECHNICAL PART" and "PRICE PART" in separate sealed covers as stated above, shall be addressed to the Project Manager, TCFHP, Phansidewa Township complex, WBSEDCL, Dist: Darjeeling-734434.
- **10.** Tender Notice No, Due date and name & address of the bidder must be prescribed on the envelope covering the tender.
- **11.** All the papers enclosed with the tender must be <u>signed & sealed</u> by the authorized signatory of the tender.
- **12.** 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.
- 13. Conditional / Incomplete tender will not be accepted under any circumstances.
- **14.** Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
- **15.** If the above mentioned office happens to be closed on the date of receipt of application and/or on the date of issue of the Bid Documents and/or on the date of receipt/opening of Bid documents, the next working day at the same time and venue shall be applicable for the said purpose.
- **16.** The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.
- **17.** The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- **18. Refund of EMD:** In case of unsuccessful bidders, Earnest money Deposit will be refunded after finalization of the 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.
- **19. Security Deposit:** Earnest money of the successful bidder shall be converted in to security deposit. Further necessary deduction from the bill will be made to constitute Security deposit to the tune of 10% (ten percent) of the total ordered value. The same will be refunded after due process on certification of successful completion of warranty period by the Controlling Officer.



- **20. 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 a 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.
- **21. Evaluation of Bid:** The bids shall be evaluated on the basis of total quoted price for the entire scope of work covered under this bid document.
- **22. Completion time:** Job 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.
- **23. 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.
- **24. 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.
- **25. Warranty:** Successful bidder shall have to submit a warranty certificate for a period of 18 months from the date of supply or 12 months from the date of commissioning of the materials whichever is earlier. If any defect is found within the warranty period the successful bidder shall be liable to rectify / replace the materials at his own cost and responsibility.
- **26. Test Certificate:** Successful bidder shall have to submit a Test Certificate from the reputed Company/agency.
- 27. 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. Payment will be made through NEFT/RTGS to you. 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.
- **28.** <u>Controlling Officer</u>: The Superintending Engineer (E), Teesta Canal Fall Hydel Project, Admin. Building, Phansidewa Township Complex, Phansidewa, Dist. Darjeeling, Pin 734434.
- **29. Paying Officer:** The Manager (F&A), TCFHP, Adm. Building, Phansidewa Township Complex, Phansidewa, Dist. Darjeeling, Pin 734434.
- **30.** <u>Consignee Officer</u>: The Assistant Engineer (M) & Store-In-Charge, TCFHP Store, Power Station–I, Teesta Canal Fall Hydel Project, Leusipukri, Dt. Darjeeling, Pin 734434.



31. <u>Liquidated Damages</u>: 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.

- **32. Force Majeure:** The Agency 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.
- 33. 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

34. 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.

You 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

- 35. Amendment to the Letter of Award: So far any modification / additions, if any, to this Letter of Award (L.O.A) 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.
- 36. <u>Legal Jurisdiction</u>: 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 jurisdic-24.03.2022 tion of Courts in Kolkata only

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

CIN: U40109WB2007SGC113473 • Website: www.wbsedcl.in



TENDER FORM

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

I hereby submitted my rate offer against NIT No. TCFHP/Elect./TENDER/2021-2022/P&P-04 dt. 24.03.2022

Scope of Supply:

SI. No.	Description of work	HSN	Qty.	Unit rate (₹)	Amount (₹)
1	Usha Martin make ungalvanized IWRC steel Wire Rope (20mm dia., 6x36 construction, 1770 N/mm ² Tensile Strength confirming to IS:2266)		500 M		
Total ₹					
Freight & insurance charge ₹					
Total including F&I and GST ₹					
In word: Rupees					

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

We hereby confirm our acceptance of all terms & conditions of the NIT documents unconditionally.

Enclo:

Dated signature with seal

N.B: The bidder is advised to quote rate in figures and words carefully in the Tender Form. If any discrepancy in quoted rate arises in figure and word, the quoted rate in word shall be prevailed.



Annexure-I

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

To,
The Project Manager
TCFHP, WBSEDCL
Administrative Building
Phansidewa Township Complex
Phansidewa, Darjeeling-734434

Sub: Refund request of Earnest Money Deposit.

Ref.: NIT No. TCFHP/Elect./TENDER/2021-2022/P&P-04 dt. 24.03.2022

Dear Sir,

In case of 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.	
IFS Code	

Dated signature with seal

- *: In case of new vendor, the code may be created in WBSEDCL's website (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. TCFHP/Elect./TENDER/2021-2022/P&P-04 dt. 24.03.2022

SI. 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