

West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

Teesta Canal Fall Hydel Project

Administrative Building, Township Complex, Phansidewa, Darjeeling, PIN-734 434 FAX: 0353-2587382, Telephone: 0353-2587383, E-Mail: tcfhp@yahoo.in

A. NOTICE INVITING TENDER

NIT No.: TCFHP/Elect./TENDER/2021-2022/W-01 dt. 12.08.2021

Sealed tender are invited by the Addl. C.E. & Project Manager, Teesta Canal Fall Hydel Project, WBSEDCL, Admin. Bldg. Phansidewa, Darjeeling (West Bengal)-734434 in sealed cover super scribing NIT No. and due date of opening from the bonafide, reputed, reliable experienced and resourceful electrical contractors of WBSEDCL/WBSETCL/PWD, other Government organizations and undertaking etc. who have at their credit experience of successful completion of similar nature of job, for taking up the following work on percentage rate basis.

- 1. Name of the work: AMC for Regular maintenance of 3Ph LT line including LTOH line, streetlight, electric wiring and power supply to installations in establishments / buildings inside the Township Complex of TCFHP at Phansidewa, Distt: Darjeeling.
- 2. Period of Contract: 12 (twelve) months.
- 3. Estimated Cost: ₹ 4,86,834.07 (Rupees four lakh eighty six thousand eight hundred thirty four & paise seven only). GST will be paid extra as per statute.
- 4. Earnest Money Deposit: ₹ 12,171/- (Rupees twelve thousand one hundred seventy one 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 summarily.

In case of unsuccessful bidders, Earnest Money Deposit will be refunded after finalization of the tender on receipt of request from the concerned bidder.

- 5. Cost of Tender Document: ₹ 590/- (Rupees Five hundred ninety only) including 18% GST (₹90/-) 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. Cost of Tender Document is non-refundable.
- **6.** 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.

Registered Office: "Vidyut Bhavan", Bidhannagar, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700 091

Telephones: 033 2359 1930 to 1940, Fax: 033 2359 1954, Website: www.wbsedcl.in Corporate Identity Number (CIN): U40109WB2007SGC113473





- 7. The application (in duplicate) for purchase of bid document, must accompany *self-attested* copies of:
 - i) Valid PAN Card
 - ii) GST Registration certificate
 - iii) Up to date P. Tax clearance certificate
 - iv) Trade License
 - v) Electrical Contractors' License with suitable Supervisory Competency Certificate on appropriate parts
 - vi) EPF Registration no.
 - vii) ESI registration no.
 - viii) IT Return for the last three years
 - A bidder shall be considered technically eligible if he has completed similar nature of work successfully having value not less than 50% of the estimated cost in a single contract during last 3 (three) years.
- 8. Applications in duplicate for issue of tender documents will be received during the period from 16.08.2021 to 24.08.2021 (except Holiday) in between 10:00 hrs. to 17:30 hrs. Bid documents will be issued by the Superintending Engineer (Elect.) of this office to the eligible contractors on payment of cost of tender documents up to 25.08.2021 in between 10:00 hrs. to 16:00 hrs. (Except Holiday). No tender document will be sent/ received by post/courier/Fax.
- 9. Bids will be received up to 14:00 hrs. on 27.08.2021 and will be opened on the same day at 14:30 hrs. at this office. Bids received after due date and time shall not be entertained under any circumstances.
- **10.** Tender Notice No, Due date and name & address of the bidder must be prescribed on the envelope covering the tender. <u>The Earnest Money & the tender must be prescribed separately.</u>
- **11.** All the papers enclosed with the tender must be <u>signed & sealed</u> by the authorized signatory of the tender.
- 12. 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.
- 13. 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.



- 14. 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.
- 15. The intending bidder may please note that successful bidder shall have to submit authenticated valid documents regarding compliance of all applicable labour laws and the rules thereof.
- **16.** Prospective applicants are advised to note carefully the minimum qualification criteria before tendering the bids.
- 17. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.
- 18. Conditional / Incomplete tender will not be accepted under any circumstances.
- 19. 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.
- **20.** Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
- 21. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by the Bidder in support of eligibility criteria. If any document submitted by a Bidder is incorrect / manufactured / fabricated or false at any stage, his Tender will be out rightly rejected and legal action will be taken against him.
- 22. If the abovementioned 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.
- 23. <u>Indemnity Bond</u>: Successful bidder shall have to submit *Indemnity Bond* as per prescribed format of the Company on a Stamp Paper worth as per latest amendment.
- 24. <u>Contract Agreement</u>: You shall have to execute an agreement in the prescribed Format of the company on a Stamp Paper worth as per latest amendment.
- **25.** <u>Safety Induction Form</u>: Successful bidder shall have to submit a copy of "Safety Induction Form" as per prescribed format to the Controlling Officer before commencement of the work.
- 26. <u>Liquidated Damages</u>: In case, maintenance work gets affected adversely on any date due to paucity or incompetence or bad workmanship or untimely attendance of work by the workmen of the agency or/and non-availability of tools/tackles and consumables, Liquidated Damages @ ½% (half percent) of the monthly rate will be deducted per day from the bill of the agency, subject to a maximum of 10% (ten percent) of the monthly contract value. The discretion of the Controlling Officer is final and binding in respect of such deductions.



- 27. 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.
- 28. 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.
- 29. 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



- **30.** <u>Amendment to the Letter of Award</u>: 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.
- 31. 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.
- **32.** Revised Purchase Policy will be followed wherever applicable in respect of the contract work. Revised Purchase Policy is available ay company's website.
- **33.** The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- **Legal Jurisdiction:** 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 jurisdiction of Courts in Kolkata only.

12.8.2021

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