

# **West Bengal State Electricity Distribution Company Ltd.**

**Office of the Divisional Engineer (Electrical)**

**Mini Micro Hydel Division**

**2<sup>nd</sup> floor, Administrative Building,**

**Near Kurseong Municipality Office, Dowhill Road,**

**P. O. Kurseong, Dist. Darjeeling, W.B., Pin-734203**

**Email id: demmhd@wbasedcl.in/deemmhd\_wbasedcl@yahoo.in**

**Telephone: (0354)2344466, Mobile : +91-8900794055**

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

**Date: .04.2023**

**To**

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**TENDER NOTICE NO. : DE(E)/MMHD/EM/Log Sheet/2023-24/03 Dated: 25.04.2023**

The Divisional Engineer (Elect.), Mini Micro Hydel Division, WBSEDCL, 2<sup>nd</sup> 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 **"Supply and Delivery of Daily Generation Log Sheet as per sample for (05) Five Hydel Power Station under Mini Micro Hydel Division, WBSEDCL, Kurseong"**.

Sl. No.	Description of Work	Time of completion of the job
1	Supply and Delivery of Daily Generation Log Sheet as per sample for (05) Five Hydel Power Station under Mini Micro Hydel Division, WBSEDCL, Kurseong, as per the schedule of work in ANNEXURE-A.	15 (Fifteen) Days

1. 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.

Notwithstanding anything stated above, the owner (WBSEDCL) reserves the right to assess the capacity and capability of the bidder to execute the work there be any circumstances which warrant such assessment in the overall interest of the owner.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have

- (a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualifying requirements, and/or
  - (b) Record of poor performances such as abandoning the work, not properly completing the contract, inordinate delays in completions, litigation history or financial faulures.
2. **Location:** Mini Micro Hydel Division, WBSEDCL, Kurseong.
  3. **Period of Contract:** 15 (Fifteen) Days from the date of placement of Letter of Award.
  4. **Bid Guarantee (Earnest Money Deposit):** The bid must be accompanied by earnest money deposit (EMD) of Rs. 1,493/- (Rupees One Thousand Four Hundred Ninety Three only) as bid guarantee failing which the bid shall be non-responsive and hence rejected. Bid Guarantee shall be submitted in a

**Registered Office : "Vidyut Bhavan", Bidhannagar, Block-DJ, Sector-II, Kolkata-700091 CIN No. U40109WB2007SGC113473**

**Website : www.wbasedcl.in**

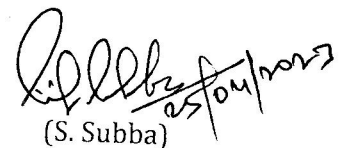
**WBSEDCL**

- separate envelope in either by Crossed Demand Draft or, by bankers cheque for Rs. 1,493/- (Rupees One Thousand Four Hundred Ninety Three only) 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). In case of unsuccessful bidders, earnest money will be refunded after finalisation of the tender in the bank A/C as provided in ANNEXURE-A
5. **Price of Bid Document:** Rs 295.00 (Rupees 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.
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 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/Log Sheet/2023-24/03  
Dated: 25.04.2023
- 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.  
25.04.2023 to 04/05/2023  
[10:30AM to 01:30PM]
- iii) **Last date for submission of Pre-bid queries, if any** : 04/05/2023 upto 02:00PM
- iv) **Last date and time for submission of bid:** 04/05/2023 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.  
04/05/2023 at 03:00PM

**Encl:**

1. Terms & Condition - 4 pages.
2. Schedule of work (Annexure-A)- 1 page.

  
(S. Subba)

Divisional Engineer (Elect)  
MMHD, WBSEDCL, Kurseong

Registered Office : "Vidyut Bhavan", Bidhannagar, Block-DJ, Sector-II, Kolkata-700091 CIN No. U40109WB2007SGC113473  
Website : www.wbsedcl.in

**WBSEDCL**

## TERMS & CONDITIONS OF CONTRACT

1. **Scope of Work:** "Supply and Delivery of Daily Generation log sheet for (05) Five 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 30(thirty) days from the date of issuance of Letter of intent/LOA/PO.
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. **Defective Materials:** If in the opinion of the Controlling Officer, any of the materials brought to the site for use are not of the quality of kind specified in the contract and/or are unfit for the works, he shall be at liberty to order the removal of the said materials and the contractor shall remove the same within 24 (twenty four) hours after notice has been given to him and if he fails to remove them within the time, the Controlling Officer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in doing so shall be deducted from the dues to the contractor under the contract.
6. **Safety of Materials:** The agency will be held responsible for any loss; damage caused to the material while carrying out the maintenance job and shall be liable to pay the amount of loss to be determined by joint inspection conducted by the representative of the store or Technical personnel of the department and the representative of the contractor.
7. **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.

8. **Liquidated Damage:** If the Contractor fail to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to half percent (1/2%) of the value of works as liquidated damages for such default for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of ten per cent (10%) of the total contract price. The Company may, without prejudice to any, all other method of recovery deduct the amount of such damages from any money in their hand due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from this obligation to complete the works or from any other of his obligations and liabilities under the contract.

Registered Office : "Vidyut Bhavan", Bidhannagar, Block-DJ, Sector-II, Kolkata-700091 CIN No. U40109WB2007SGC113473

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

**WBSEDCL**

## 9. 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 endeavour 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.

**10. 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 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 per cent) of ordered value. Further additional security money @ 0.50 % (Zero point five zero per cent) from final bill shall be deducted so that the total deduction together with 2.50 % (two point five zero per cent) security money already taken shall constitute not less than 03.00% (Three per cent) 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.

**11. Refund of EMD:** In case of unsuccessful bidders, earnest money deposit will be refunded after final tender in the bank account as provided in the annexure-I (To be filled up by the bidder on bidder's head). For successful bidder it will be dealt as per clause security deposit.

**12. 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.


**13. Guarantee/Warranty:** The entire work have to be guaranteed for a period of Six(06) months.

**14. Tools & tackles:** The agency should arrange all tools and tackles required to execute the job.

15. 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.
16. 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.
17. In case the contractor discontinues the work within the contract period, the company reserves the right to get the work done by any other contractor and realize any damages and losses to the company from contractor's bills. The order may be cancelled / terminated at any point of time during the contractual period by the company without assigning any reasons whatsoever by serving 7 days' notice for unsatisfactory performance as may be observed by the Controlling Officer.
18. The offer shall remain valid for 120 (one hundred twenty) days from the date of opening of the tender.
19. The Contractors should provide all safety tools and equipment's to their working personnel required for the job.
20. 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.
21. All necessary tools and tackles, materials conforming to the relevant IS Specifications to be required in connection with the work shall be arranged by the contractor at his risk and cost.
22. If during execution of the work if any damage is caused by the executing agency to any WBSEDCL's structure & equipment, such damage shall have to be repaired by them at their own cost and in proper manner as directed by the Controlling Officer.
23. Arrangement for proper accommodation, if necessary, shall have to be made & Medical Benefits to be extended to the site people by the agency at their cost.
24. 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.
25. 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.
26. 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.
27. **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.
- 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.


28. **CONTROLLING OFFICER:** The Divisional Engineer (E), Mini Micro Hydel Division, WBSEDCL, Kurseong.
29. **SUPERVISING OFFICER:** Assistant Engineer (E), Mini Micro Hydel Division, WBSEDCL, Kurseong.
30. **PAYING OFFICER:** The Assistant Manager (F&A), Mini Micro Hydel Division, WBSEDCL, Kurseong.
31. **CONSIGNEE OFFICER:** Junior Engineer (GR-I)(E)/Store-in-Charge, Mini Micro Hydel Division, 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 work	Qty.	Rate(Rs.)	Amount(Rs.)
01.	Supply & Delivery of Daily Generation Log Sheet for 05(Five) Hydel Power Stations under Mini-Micro Hydel Division, Kurseong as per sample.	6000		
<b>TOTAL</b>				
GST will be charged extra				

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


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



**Check box for enclosure**

**Ref:** NIT No.: DE(E)/MMHD/EM/Log Sheet/2023-24/03      dated: 25.04.2023

<b>SL. No.</b>	<b>Description</b>	<b>Put (√ / x )</b>	<b>Remarks</b>
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**



(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/Log Sheet/2023-24/03 dated: 25.04.2023

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.