



West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

Jaldhaka Hydel Project Office

Parent, P.O. & P.S.: Jaldhaka Hydel Project, Kalimpong-734 503

E-Mail: pmjhp.wbsedcl@rediffmail.com, Phone: 03552-265213



Tender document for:

Name of the Work: "Repairing of PRV Liner of U#1 & U#2 along with Dismantling, Assembly and Commissioning of PRV as per OEM Manual at Stage-I Power House, Jaldhaka Hydel Project, WBSEDCL, Kalimpong-734503."

NIT No: WBSEDCL/PM/JHP/ELECT/2020-21/19

DATE: 06.01.2021.



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SECTION-1 NOTICE INVITING TENDER

NIT No.: WBSEDCL/PM/JHP/ELECT/2020-21/19 DATE: 06.01.2021

Item wise rate tenders in sealed cover are invited by the Project Manager, JHP, WBSEDCL super scribing Notice Inviting Tender No and due date of opening from the bona fide, reputed, reliable experienced agencies for taking up the following work.

1. Name of Work: "Repairing of PRV Liner of U#1 & U#2 along with Dismantling, Assembly and Commissioning of PRV as per OEM Manual at Stage-I Power House, Jaldhaka Hydel Project, WBSEDCL, Kalimpong-734503."

2. Estimated value: Rs. 13, 90,000/- (Rs. Thirteen Lakhs Ninety Thousand only). Exclusive of GST.

3. Eligibility criteria: The bidder must possess minimum eligibility criteria as mentioned below:

a. **Technical criteria:** The bidder shall have experience in successful completion of similar nature of work in any central Govt., central PSU, state Govt., state PSU within last 7 years from the date this NIT.

b. **Financial criteria:**

i. The contract value of successful completion of contract should be either of:
Three similar completed works costing not less than the amount 40% of the estimated cost.

or

Two similar completed works costing not less than the amount 50% of the estimated cost.

or

One similar completed works costing not less than the amount 80% of the estimated cost.

ii. Average annual financial turnover during last 3 years, ending 31st. march the previous financial year should be at least 30 % of the estimated value.

c. **Other criteria:**

i. GST Registration Certificate,

ii. PAN Card,

iii. License in respect of prospective Bidder such as Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd Company



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(Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, Trade License).

Similar Nature: Similar nature of work means Repairing of PRV Liner or dismantling & re-commissioning of Turbo-Generator having capacity not less than 4.5 MW.

4. Cost of Tender Paper: Rs.1652.00 (Rupees. One thousand six hundred fifty two only) (Non-refundable) inclusive of GST @ 18%. (Rs 252.00 as GST+Rs.1400.00 as Basic amount).

5. Earnest Money Deposit (EMD): Rs. 34,750/- (Rupees Thirty Four Thousand Seven Hundred and Fifty only).

6. Key dates:

SL No	Description	Date and Time
1	Last date for submission of bid	20.01.2021 upto 16:00 Hrs
2	Date of Technical bid opening	21.01.2021 at 11:00 Hrs
3	Date of financial bid opening	To be intimated later

7. Validity: The tender shall be valid for 120 days from the date of technical bid opening.

8. Tender shall be dropped in the specified tender box at the office address of the tender inviting authority. Bid through email/fax will not be accepted. In the event of the specified date for the submission of tenders/opening of tender being declared a holiday, the tenders will be received up to the appointed time on the next working day. Tender received after the due date and time shall not be entertained under any circumstances.

9. Tenderers are encouraged to visit site and should quote their rate as per prescribed proforma given in the tender document after visiting the site and inspection

10. WBSEDCL reserves the right to access the bidders' capacity and capability to perform the contract and may relax the qualifying requirements at any stage, if required.

11. For any other details/clarification, the contact person will be the Superintending Engineer (E), JHP, Cell No – 9475324589.

12. WBSEDCL reserves the right to reject any or all tenders without assigning any reasons whatsoever and also does not bind to accept the lowest bidder.

(Signature)
06/01/2021

(Dewesh Kumar)
Additional C.E. & Project Manager,
Jaldhaka Hydel Project



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SECTION-II

INSTRUCTION TO BIDDERS (ITB)

1. Availability of Tender Documents: The tender document will be available on our web portal wbsedcl.in and on notice board of tender inviting authority. The prospective bidder may download the tender document from web portal or make copy from Notice Board.

2. Eligibility criteria: The bidder must possess minimum eligibility criteria as mentioned in NIT, Section-1, Clause 3.

3. Submission of Tender: The Tenderer shall submit the tender documents in sealed two separate sealed envelopes named technical Bid and financial bid with clear marking of "Tender documents against Notice Inviting Tender No, name of work in brief and date of opening shall contains:

Technical bid: The intending bidder shall submit envelop named technical bid super-scribing name of work, tender notice no., and date of opening along with the mentioned below signed documents of:

- i. Sealed and signed copy of NIT.
- ii. Credential / documents as supporting technical eligibility criteria.
- iii. Credential / documents as supporting financial eligibility criteria.
- iv. Credential / documents as supporting other eligibility criteria.
- v. Instrument for cost of tender paper.
- vi. Instrument for EMD.

Financial Bid: 2nd envelope named financial bid, super-scribing name of work, tender notice no., and date of opening containing duly sealed signed bid as per prescribe Proforma.

The 3rd envelope super-scribing name of work, tender notice no., date of opening and contains 1st, and 2nd envelope only.

The 3rd envelop should be addressed to the Addl. Chief Engineer & Project Manager, Jaldhaka Hydel Project, Paren, Kalimpong. Super-scribed with Notice Inviting Tender No. have the address of the tenderer. **Bid through email/fax will not be accepted.**

4. Cost of Tender Paper: : Cost of tender paper shall be submitted separately with the bid in the form of Bank Draft / Bankers' Cheque issue from any scheduled commercial bank in favour of West Bengal State Electricity Distribution Company Limited, payable at Jhallong, Dist- Kalimpong. PIN code 734503.

5. Earnest Money Deposit (EMD):

- a. Earnest money shall have to be deposited through Demand Draft / Pay order/bank guarantee (BG) issued from any scheduled commercial bank & drawn in favour of West Bengal State Electricity Distribution Company Limited, payable at PO-Jaldhaka Hydel Project Dist- Kalimpong, PIN code 734503 or PO- Malbazar Dist- Jalpaiguri PIN code- 735221.
- b. Waiver for deposition of EMD shall not be allowed under any circumstances.
- c. BG for EMD shall have validity upto 6 (six) months for the due date of tender submission with a claim period of another 3 (three) months.



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- d. Mode and amount of EMD must be in conformity with requirements set forth in the NIT failing which the bid is liable for rejection without opening other covers.
 - e. Bidders shall collect D.C.R from the respective cash section for deposition of earnest money.
 - f. Tenderer shall not claim any interest on EMD deposit.
 - g. **Refund of Earnest Money:**
 - i. For unsuccessful bidders, earnest money shall be refunded after finalization/ placement or order against submission of original receipt duly pre-receipted along with an application.
 - ii. For successful bidders, earnest money shall be refunded after receipt of **Performance Bond / Security Deposit** against submission of original receipt duly pre-receipted along with an application.
 - h. **Forfeiture of Earnest Money/Bid Guarantee:** Earnest money / bid guarantee shall be forfeited in-case of following:
 - i. If during the period of validity, the bidder withdraws/modifies 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 the case of successful bidder, if the bidder fails
 - To accept LOI/Order unconditionally and sign contract.
 - To furnish contract performance bond as per enclosed Proforma.
6. 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.
7. Transfer of tender documents to one tenderer to another is not permissible.
8. For evaluation of the tenders, financially lowest landed rate in totality will be considered.
9. The person authorized to sign the Bid shall initial all pages of the bid document and where entries or amendments have been made. Any correction in quoted rate should duly be signed by the tenderer. The bidders' name stated in the bid proposal shall be exact legal name of the firm.
- 10. Deadline for Submission of BID:**
- a) Bids must be received to the office of the tender inviting authority as per date specified as per NIT.
 - b) The purchaser (WBSEDCL) may at its discretion, extend the deadline for submission of bids by issuing an corrigendum/extension etc. , in such case all rights and obligations of the purchaser and bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
 - c) Before the deadline for submission of tenders, WBSEDCL may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable/mail to all participants of the tender.



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11. Correction of Errors: The Price bids shall be checked by the purchaser for any arithmetic errors in computation and summation. Errors will be corrected by the purchaser as follows:

- Where there is discrepancy between amounts in figures and in words, the amounts in words will govern.

12. Late Bids: Any bid received by WBSEDCL after the deadline set for submission of bids prescribed above, will not be accepted.

13. Modifications & Withdrawals of Bids:

- a) The bidder may modify or withdraw his bid after the bid submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- b) The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched for the submission of bids, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal" as appropriate.
- c) No bid shall be modified by the bidder after the deadline for submission of bids.
- d) No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the bidder on the proposal of bid. Withdrawal of a bid during this interval shall result in the forfeiture of the bid guarantee.

14. Clarifications of Bid: To assist in the examination, evaluation and comparison of bids, the purchaser may at its discretion, ask any bidder for clarification. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetic errors discovered by the purchaser during the evaluation of the bids.

15. Responsibility of Bidder:

- a. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
- b. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.
- c. Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be



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permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.

- d. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document.
- e. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.
- f. Cost of Bidding: The bidder shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- g. Clarification of Bidding document: Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Project Manager, JHP, WBSEDCL, Dist: Darjeeling within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

16. Bid Prices:

- a. The bidder shall quote their price in the appropriate format in percentage excess/at par/ less the estimated price.
- b. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- c. Prices indicated in the schedule of prices deemed to include all the levies / duties / taxes / cess & all other incidentals payable as per statute. GST shall be paid extra as per statute.

17. Process to be confidential:

- a. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- b. Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

18. Time Schedule: The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT.

19. Evaluation and comparison of Bids:

- a. On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- b. Evaluation of bid will include and will take into account Cost of total scope of work



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excluding taxes & duties etc.

- c. The owner shall evaluate and compare only the bids determined to be substantially responsive.
- d. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
- e. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

20. Amendment of bidding documents:

- i. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.
- ii. Such amendment(s) will be published on the same website/manner. Owner will bear no responsibility or liability arising out of non-pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take their amendment in to account in preparing their bids.
- iii. The owner may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification etc. shall be binding on bidders and will be given due consideration to the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

21. Evaluation and comparison of Bids:

- i. On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bids, determined to be substantially responsive at each step.
- ii. The owner shall evaluate and compare only the bids determined to be substantially responsive.
- iii. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
- iv. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

22. Taxes, duties and other levies:

- i. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Indian Income Tax Act for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
- ii. All other taxes/duties/levies/cess payable by the bidder except GST shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL. GST will be paid extra as per prevailing rules.

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The Bidder who's Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award.



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The notification of award will constitute the formation of the Contract.

24. process and reject all the bids at any time prior to award of contract without thereby incurring any liability to affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

*****END*****



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SECTION-III

General conditions of contract

1. **Definition of Terms:** In writing these General conditions of Contract one specification and Bill of quantity/bidding schedule (schedule of work) the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.

The Board/purchaser/Owner/Department shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091

The Engineer-in-Charge/Controlling Officer shall mean the Engineer designated by the Company for the purpose of this contract.

Company's representative shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

The Contractor shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.

The 'Sub-Contractor' shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such persons.

Equipment/materials shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.

Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.

General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.

The terms **Services** shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.

Month shall mean calendar month.

"Writing" shall include any manuscript, type written, printed or other statement reproduced in any visible form.



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The work 'Site' shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.

'Date of Contract' shall mean the date on which notification of award of contract/ letter of award/telex award has been issued

'Zero Date' will be started from the date of issuance of order/date of handing over of site.

2. **Name of Work:** Repairing of PRV Liner of U#1 & U#2 along with Dismantling, Assembly and Commissioning of PRV as per OEM Manual at Stage-I Power House, Jaldhaka Hydel Project, WBSEDCL, Kalimpong-734503

3. Scope of work:

Name of the Work: "Repairing of PRV Liner of U#1 & U#2 along with Dismantling & Assembly with Commissioning of PRV as per OEM Manual at Stage-I Power House, Jaldhaka Hydel Project, WBSEDCL, Kalimpong-734503."				
Sl. No	Description of Items	Quantity	Unit	Remarks
1	Dismantling & Assembly with Commissioning of Pressure Relief Valve (PRV) as per OEM	02	Lot	
2.	Consumables including nut & bolts as per sample if required	01	Lot	
3.	Dismantling of damaged portion of PRV Liner	02	Lot	Actual area of work will be as per actual measurement for both PRV liner(Unit#1,2) after completion of work
4.	Preparation at Site	02	Lot	
5.	Supply of 8mm carbon Steel Sheet	7	Sq. M	Actual area of work will be as per actual measurement for both PRV liner(Unit#1,2) after completion of work
6.	Fabrication as per PRV Liner profile	02	Lot	
7.	Welding by making v-Groove etc.	02	Lot	

4. Performance Bond / Security Deposit.

- a. As a contract security the contractor shall have to furnish Performance Bond in the form of Bank Guarantee issued from schedule commercial bank or demand draft equivalent to 10% (Ten percent) of the contract price (to be mentioned in the LOI/Order) to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein and the relevant format attached. Performance Bond will also have the guarantee for successful and



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satisfactory performance of the materials supplied under the contract till the expiry of the **defect liability period** as stated herein claim period of another 3 (three) months.

- b. The Performance guarantee is to be submitted to the Controlling Officer of the work within 30 days from the date of receipt of the order.

5. Refund of Security Deposit: Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor or under this contract or any other contract. The performance Bond/Security deposit for all type of bids shall be released only after satisfactory expiry of the defect liability period and certified as such by the Controlling Officer of the work upon written request by the contractor.

6. Defect Liability Periods:

- a. The term 'defect liability period' shall mean the period of six (6) months from the Date of completion of the work for service and 12 months for supply. 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.
- b. Defect / rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money.
- c. After completion of defect liability period and on completion of satisfactory rectification of defects, if any, reported within the defect liability period, and on receipt of the application from the contractor the Controlling Officer of the work shall recommend for refund of the Security money.

7. Manner of Execution of Contract/Agreement.

- a. The successful bidder has to submit acceptance of the order within 10 days from the date of issue of the order. The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.
- b. **Agreement** shall be signed on a date and time to be mutually agreed upon in the office of the Controlling Officer of the work and the same has to be signed by both the parties within 30 days from the date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.
- c. The agreement shall be signed in original and six photo copies in book form. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

8. General Requirement:

- a. The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representative.
- b. **Contractor to submit program:** contractor shall submit a program showing the order procedure and method in which he proposes to carry out the work at the time of signing of agreement.



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- c. **Workmen's compensation for accident or injury to ant workmen:** The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance Policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
 - d. **Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or any work not included in the contract.
 - e. **Insurance:** The successful bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be bidder's alone.
 - f. **Labour license:** the contractor shall obtain labour license from the competent authority before execution of work as per relevant labour law.
 - g. **Indemnity Bond:** contractor shall indemnify WBSEDCL's man and material as per relevant format before execution of work.
9. **Supplementary works:** Whenever supplementary work becomes unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However, the Controlling Officer shall have the right to advise the contractor to proceed with such item (s) of work. Rates for supplementary item shall be arrived as per market value of work against documentary evidence.
10. **Drawing:** The work shall be carried out as per the instruction and to the satisfaction of the Controlling officer in accordance with the signed drawing if any, the specification and schedule of quantities and also as per any further drawings which may be supplied, all instructions which may be given by the Controlling officer or his authorized representative from time to time.
11. **Liquidated Damage:**
- a. If the contractor fails to complete the work successfully within the time specified in the Contract or any extension thereof, the Company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to the **Force Majeure**.
 - b. The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.
 - c. An extension of time without imposition of liquidated damage 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



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submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.

12. Force Majeure:

- a. The Contractor shall not be liable to pay any liquidated damage for delay/failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10 (ten) days from the beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the fact and grant such extension as found to be justified without imposing liquidated damage.
- b. The Department shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The Department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

13. **Engineer's Decision:** Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates. If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 7 (seven) days after receipt of the decision, a writing objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decisions shall become final and binding.

14. **Completion of work:** within 45 days from the issue of order.

15. Company's Right to Terminate the Contract:

- a. If the contractor neglects or fails to proceed with the work proportionate to the schedule time of completion of the work or fails to complete the work within schedule time for completion or within the extended time approved by the Company, the Company shall have right to terminate the order/ letter of intent after giving notice in writing to the contractor. If the contractor fails after 14 (fourteen) days' of such notice, to proceed with the work in the manner notified the Company shall terminate the contract.
- b. In that case the Company shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money.
- c. If the contract is terminated as above, the contractor shall have no claim for compensation against the Company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

16. **Contact person:** The Superintending Engineer (E), JHP.: The intending bidder may contact for any query before pre-bid meeting on his cell no 9475324589.

17. **Controlling Officer:** The Divisional Engineer (E) & In Charge of Stage-I, power house.

18. **Supervising officer:** Assistant Engineer (M), JHP or authorised representative of controlling officer.



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19. **Paying Officer-** The Assistant Manager (F&A), JHP.
20. **Nodal Officer for statutory compliance:** The Assistant Manager (HR&A), JHP.



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SECTION-IV

PROFORMA OF PRICE BID

Name of the Work: "Repairing of PRV Liner of U#1 & U#2 along with Dismantling & Assembly with Commissioning of PRV as per OEM Manual at Stage-I Power House, Jaldhaka Hydel Project, WBSEDCL, Kalimpong-734503."					
NIT No: WBSEDCL/PM/JHP/ELECT/20-21/19 DATE:06.01.2021					
Sl. No	Description	Qty	Unit	Item wise rate (Rs)(Exclusive of GST)	Amount (Rs.)(Exclusive of GST)
1	Dismantling & Assembly with Commissioning of Pressure Relief Valve (PRV) as per OEM	02	Lot		
2	Consumables including nut & bolts as per sample if required	01	Lot		
3	Dismantling of damaged portion of PRV Liner (Actual area of work will be as per actual measurement for both PRV liner(Unit#1,2) after completion of work)	02	Lot		
4	Preparation at Site	02	Lot		
5	Supply of 8mm carbon Steel Sheet (Actual area of work will be as per actual measurement for both PRV liner(Unit#1,2) after completion of work)	7	Sq. M		
6	Fabrication as per PRV Liner profile	02	Lot		
7	Welding by making v-Groove etc.	02	Lot		
Gross total (exclusive of GST)					
SAC/HSN code :					
GST applicable @ and GST amount accordingly					
Total amount					
Total amount in words:					

I/We hereby agree to supply the material/service as per specification, terms and conditions mentioned in NIT and as per above rate tendered by me/us.

Signature of bidder with seal



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ANNEXURE –I

UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I,....., Partner / Legal
Attorney/Accredited representative of M/S.....
solemnly declare that :

1. We are submitting Tender for the Work.....
.....
.....
..... against Tender Notice No.....
..... dated
3. None of the Partners of our firm is relative of employee of -----(Name - of the Company)
4. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
5. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
6. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated-----



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ANNEXURE-II

Format of
Letter of Bid

LETTER HEAD OF BIDDER

To
The Tender Committee
Jaldhaka Hydel Project : WBSEDCL

Sub: Letter of Bid for the work of -----

Ref: 1. NIT No-----dated-----

2. Tender Id No-----

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

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

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Signature of the Tenderer

Date : -----



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ANNEXURE-III

DECLARATION BY THE TENDERER

Dated: _____

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Bill of Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools and plants, at my/our cost required for the work.

Signature of Tenderer

.....
.....
.....

Postal address of the Tenderer

