COMPANY COMPANY CONTRACTOR OF CONTRACTOR OF

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

(A Government of West Bengal Enterprise)

Jaldhaka Hydel Project Office

Village: Paren, P.O. & P.S. – Jaldhaka Hydel Project, Kalimpong -734503 Telephone: 03552-296190, E-Mail: pmjhp.wbsedcl@rediffmail.com

NOTICE INVITING TENDER (NIT)

NIT No: WBSEDCL/PM/JHP/23-24/04 Date: 03-05-2023

The Addl. Chief Engineer & Project Manager, Jaldhaka Hydel Project, WBSEDCL invites etender (Submission of Bid through offline) on percentage rate basis for the work of "Supply and delivery of Siemens make Microprocessor based overload relay at Jaldhaka Hydel Project, Kalimpong -734503" from bonafide, resourceful and experienced contractors of State / Central Govt., State / Central Govt. Undertaking, Statutory Bodies constituted under the statute of Central / State Govt. as per following terms & conditions:

Terms & Conditions:

- Name of work: "Supply and delivery of Siemens make Microprocessor based overload relay at Jaldhaka Hydel Project, Kalimpong -734503"
- Estimated value: Rs. 50,232/- (Excluding GST) (Rupees fifty thousand two hundred thirty Two only).
- 3. Availability of Tender Documents: the tender will be submitted offline. The intending bidder may down load tender documents from WBSEDCL website.
- Eligibility criteria: The intending bidders must submit the self-attested copies of the following documents.
 - a. GST Registration Certificate.
 - b. PAN Card.
 - c. License in respect of prospective bidder such as Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd. Company (Incorporation Certificate, Trade License), CO-Operative Society (Society Registration copy, Trade License.
 - d. 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 issue of this NIT.

5. Key dates:

SL No	Activity	Date and Time 12-05-2023 at 12:00 Hrs			
1	Date of uploading of N.I.T. & other Documents (Publishing Date)				
2	, and a care,				
3	Bid submission start date	12-05-2023 at 12:00 Hrs			
4	Bid Submission closing date	26-05-2023 at 12:00 Hrs			
5	Technical Bid opening date	30-05-2023 at 12:00 Hrs			
6	Financial Bid opening Date (Online)	To be intimated later			

- 6. Validity: The tender shall be valid for 180 days from the date of technical bid opening.
- Tenderers are encouraged to visit site and quote their rate on line as per prescribed criteria.
- WBSEDCL reserves the right to assess the bidders' capacity and capability to perform the contract and may relax the qualifying requirements at any stage, if required.
- For any clarifications, the prospective bidder may contact the Superintending Engineer (E), JHP, Cell No – 8900794016.
- 10. WBSEDCL reserves the right to reject any or all tenders without assigning any reasons what-so-ever and also does not bind to accept the lowest bidder.

(Dewesh Kumar)

Additional C.E. & Project Manager, Jaldhaka Hydel Project.



INSTRUCTION TO BIDDERS (ITB)

- 1. Availability of Tender Documents: Intending bidder should download the tender documents from the website of WBSEDCL.
- 2. Eligibility criteria: As per NIT.
- 3. Submission of Tenders:
 - a. Tenders are to be submitted in two parts one is Technical part and the other is financial part. The bidder shall carefully go through the documents and prepare the required documents.
 - b. The shall scribe Name of work, NIT No and schedule date of opening on both the envelope meant for technical and financial part and enclose these two part in third envelope and scribe Name of work, NIT No and schedule date of opening on third envelope.
 - c. All envelopes shall be duly sealed and properly addressed to the tender inviting authority.
 - d. Technical part: Technical part should contain singed copies of the followings.
 - i. NIT.
 - ii. GST Registration Certificate.
 - iii. PAN Card.
 - iv. License in respect of prospective bidder such as Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd. Company (Incorporation Certificate, Trade License), CO-Operative Society (Society Registration copy, Trade License.
 - v. 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 issue of this NIT.
 - e. Financial Part: It contains Bill of Quantities (BOQ). The rate is to be quoted in the BOQ on "percentage rate basis" in the space marked for quoting rate.
- 5. Opening and evaluation of tender:
 - Technical part will be opened first by the Tender Inviting Authority or his authorized representative.
 - ii. Intending bidders may remain present if they so desire.
 - iii. If there is any deficiency in the technical part, the tender of respective bid will summarily be rejected.
 - iv. While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already



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- submitted and if these cannot be produced within the stipulated timeframe, their bid proposals will be liable for rejection.
- v. The summary list of bidders, whose bids will be found technically responsive, will be noticed on the notice board of tender inviting authority with date of opening of financial bid.
- vi. Financial part of the bidders declared techno-commercially eligible, will be opened on prescribed date and time at the office of the tender inviting authority.
- vii. After opening of the financial part the preliminary summary result containing inter- alia, name of bidders and the rates quoted by them will be noticed on the notice board of tender inviting authority.
- viii. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
- ix. Revision/withdrawal of Financial part by the bidder after opening of Technical part of the tender will not be allowed if it is not sought by the Tender Inviting
- x. Acceptance of Tender: Lowest valid rate should normally be accepted. Evaluation of bid will include and will take into account Cost of total Scope of Work excluding Taxes. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.
- xi. Concession: No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.
- 6. Laws governing contract: The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.
- 7. Language and measures: All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.
- 8. Award of contract:
 - i. The Bidder whose Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award/ Purchase order.
 - ii. The notification of award will constitute the formation of the Contract.
- 9. Right to reject bids: WBSEDCL reserve the right to accept or reject any bid to and the bidding 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.



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12. 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.
- 13. Additional Performance Security: If the lowest bidder's bid is found to be within the range of -20% to -80% of the estimated value, the bidder shall have to furnish an Additional Performance Security amounting to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank before issuance of Work Order. The Additional Performance Security shall have validity for entire defect liability period and with a claim period of another 3(three) months. Tenderer shall not claim any interest on Additional Performance Security. Additional Performance Security may be extended or revised as per the request of purchaser.

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GENERAL CONDITION OF CONTRAC (GCC)

- Name of work: Supply and delivery of Siemens make Microprocessor based overload relay at Jaldhaka Hydel Project, Kalimpong -734503
- Technical Specification: Microprocessor based Over load relay Trip Class 5-30, 12.5-50 AMP Model No 3RB3133-4UW1.
- 3. Quantity: 04 (four) No's only.

4. Completion of work:

- a. The materials shall have to be delivered and installed within 30 (sixty) days from the next date of issuance of order.
- b. Dispatch clearance will be issued to the contractor after inspection and testing of materials/items if desired by WBSEDCL. The prospective bidder shall submit factory test certificate at the time of testing.
- c. E-way bill if required shall be generated by the contractor as per prevailing norms and the same are to be submitted to the controlling officer of this work in due course.
- d. The materials shall be delivered at: WBSEDCL store at Jhalung, Jaldhaka Hydel Project Dist.: Kalimpong, 734503.

5. Payment:

- a. 100 % of the ordered value along with full taxes and duties shall be paid after completion of work and submission of Tax Invoice (Triplicate) and challan to the Controlling Officer for individual works.
- b. You shall have to deposit initial security deposit @ 3 % of contract value in the form of DD/ Bankers Cheque / NEFT/RTGD after placement of order failing to submit security deposit an equivalent amount will be deducted from bill.
- c. The clause of 13 of ITB is additional to above clause.
- d. The bidder shall have to comply all GST related provisions. GSTIN of WBSEDCL is 19AAACW6953H1ZX.

6. Defect Liability Period:

- a. The term 'defect liability period' shall mean the period of 12 (twelve) months from the date of completion of work/receipt of materials at site. If any defect/loss is found within the defect liability period, the contractor shall be liable to rectify/replace/recoup the materials at their own cost and responsibility.
- b. Defects/loss 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 Security Money, already submitted by the contractor as mentioned above.

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c. After completion of defect liability period, and on completion of satisfactory rectification/recoupment of defects/loss, 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 release of the security money.

7. Liquidated Damages:

- a. In case of delay in delivery of materials within the stipulated time period, Liquidated Damage (LD) will be deducted @1/2% of the ordered value per week or part thereof up to 10 weeks. Thereafter LD @1% of the ordered value shall be deducted per week or part thereof subject to a maximum of total 10% of the ordered value.
- b. An extension of time without imposition of LD 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 by the contractor who has to establish that the extension of time required by him was not due to his fault. The approval of such extension is subject to approval from competent authority of WBSEDCL.

8. 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 facts 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.

9. Company's right to terminate the contract:

a. If the contractor neglects or fails to proceed with the work/supply proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the company, the company shall have the right to terminate the order/letter of intent after giving notice in writing to the contractor. If the contractor fails after 14 days of such notice, to proceed with the work in the manner notified, the company shall terminate the contract and call the contractor to take joint of



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- measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex party measurement by the company will be taken as final.
- b. In that case the company shall take possession of the work site and may engage other agency to complete the work/ supply the required materials. Extra cost if incurred to get the job done through other agency will be realized from him, from his pending bills and security money. 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.
- 10. Risk Purchase: The time of delivery (offer for inspection) or physical dispatch stipulated in the purchaser order shall be deemed to be of the essence of the contract and if the supplier fails to deliver or inspection any consignment within the period prescribed for such delivery or dispatch in the said purchase order /contract/letter of intent ,the purchaser shall be entitled to purchase such consignment pr it 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 tender is not executed fully.
- 11. Controlling Officer: The Divisional Engineer (E), JHP, WBSEDCL.
- 12. Technical Supervising Officer: Any authorized representative of controlling officer.
- 13. Paying Officer: The Assistant Manager (F&A), JHP.
- 14. Consignee: The Divisional Engineer (Elect.) & IC Store, JHP.



Validate	U.
-	Prints Help Percentage BoQ
Tender Invitir	Tender Inviting Authority: Project manager, Jaldhaka Hydel Project
Vame of Work	Name of Work:Supply and delivery of Siemens make Microprocessor based overload relay at Jaldhaka Hydel Project, Kalimpong, 734502
IIT No : WBS	SEDCI/PM/.IHD/2023 24/04 Part 20 22 22
Bidder	Bidder Bid
Name:	
(This BOQ to	(This BOQ template must not be modified/replaced by the PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

						_	4	No.	SI.	NUMBER #
	Quoted Rate in Words	Garage	Quoted Rate in Figures	lotal in Figures	1	based overload relay at Jaldhaka Hydel Project, Kalimpong -734503	Supply and delivery of Siemens make Microscopic	Item Description		TEXT #
						4		Quantity		NUMBER #
		Select				Nos		Units		TEXT #
						12558.00		Estimated Rate		NUMBER
				50232.00		50232.00	Without	AMOUNT	1 1	NUMBER
			Thirty Two Only	Fifty Thousand Two Hundred &	The second of th	INR Fifty Thousand Two	Spioas	TOTAL AMOUNT		TEXT#

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