



West Bengal State Electricity Distribution 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 No: WBSEDCL/PM/JHP/ELECT/2021-22/52 DATE: 10.01.2022

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:** "2nd call for Annual rate contract for to and fro transportation of Electro-mechanical items under Jaldhaka Hydel project to MAL and Siliguri"
- 2. Estimated value:** Rs. 1, 42,974/- (Rupees One Lakh Forty Two Thousand Nine Hundred and Seventy Four only). GST shall be paid extra as per Government norms.
- 3. Eligibility criteria:** The Bidders must possess minimum eligibility criteria as mentioned below:
 - a. Valid GST Registration Certificate and PAN Card.
 - b. Valid Registration Certificate.
 - c. Road Tax.
 - d. Valid Insurance documents.
 - e. Valid Road Permit.
 - f. Valid Fitness Certificate.
 - g. Pollution Certificate.
 - h. Valid Driving License

4. Key dates:

SL No	Description	Date and Time
1	Last date for submission of bid	On 08.02.2022 Up to 16:00 Hrs.
2	Date of Technical bid opening	On 09.02.2022 At 11:00 Hrs.
3	Date of financial bid opening	To be intimated later

- 5. Validity:** The tender shall be valid for 120 days from the date of technical bid opening.
- 6.** Tender shall be dropped in the specified tender box or by post 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.
- 7.** 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
- 8.** 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.

9. For any other details/clarification, the contact person will be the Superintending Engineer (E), JHP, Cell No – 8900764016.

10. 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.

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2. General condition of Contract (Page No: 07 to 09)
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(Dewesh Kumar)

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

INSTRUCTION TO BIDDERS (ITB)

NIT No: WBSEDCL/PM/JHP/ELECT/2021-22/52 DATE: 10.01.2022

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: As per NIT.

3. Submission of Tender:

The Tenderers shall submit the tender documents in 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, Name of the Tenderer and date of opening" shall contain.

Technical Bid

The intending bidder shall submit 1st envelop named **technical bid** super-scribing name of work, tender notice no and date of opening shall contain

- Sealed and signed copy of NIT.
- Credential/documents as supporting eligibility criteria as per NIT

Financial Bid

2nd envelop named financial bid, super-scribing name of work, tender notice no. and date of opening containing duly sealed signed price bid as per prescribed proforma.

The 3rd envelop should be addressed to the Additional Chief Engineer & Project Manager, Jaldhaka Hydel Project, Paren, Kalimpong; super-scribed with Notice Inviting Tender No. having the address of the Tenderer, name of work, date of opening and containing 1st and 2nd envelop only.

Tender shall be dropped in the tender box or delivered (by post/hand) at the office address of the tender inviting authority. In the event of the specified date for the submission of tenders being declared a holiday, the tenders will be received up to the appointed time on the next working day. **Tender via e-mail/Fax will not be entertained.**

WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

4. Time Schedule:

- The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT
- Tender shall not be received/entertained after the deadline given in the NIT due to any reason whatsoever.



5. 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.

6. Responsibility of Bidder:

- i. 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.
- ii. 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.
- iii. 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 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.
- iv. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, and specifications in the bidding document.
- v. 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.
- vi. 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.

- vii. 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: Kalimpong before two days from the deadline of bid submission. The clarification given shall be final and binding on the part of bidder.

7. Bid Prices:

- i. The bidder shall quote their price in the prescribed format.
- ii. 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.
- iii. 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.
- iv. All corrections in the tender should be initialed by the tenderer before submission of the tender. All pages of the tender document must be signed with company's seal by the tenderer. Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

8. 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 evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
- iii. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

9. Penalty for suppression / distortion of facts. If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the submitted copies or if there is any

suppression, the tender committee will take action as deem fit against such defaulting Bidder.

10. 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.
- iii. The Agreement as prescribed format in G.C.C. will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T., B.O.Q., S.O.W will be the part of the contract documents.

11. 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.

12. 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.

13. Conditional/incomplete tender will not be accepted under any circumstances.

*****END*****

10/1/22

GENERAL CONDITION OF CONTRACT

NIT No: WBSEDCL/PM/JHP/ELECT/2021-22/29 DATE: 24.08.2021

1. Description of Job:

SL NO	DESCRIPTION OF JOB	NO OF TRIPS PER ANNUM
1	to and fro transportation of Electro-mechanical items under Jaldhaka Hydel project to Siliguri	30
2	to and fro transportation of Electro-mechanical items under Jaldhaka Hydel project to MAL	12

The job involves loading and unloading of materials at corresponding site. This is only a assessment, actual scope of work may vary as per site requirement.

2. Completion:

- The requirement of vehicle on a particular date and time will be intimated to the contractor by the controlling officer of this work. The contractor shall arrange Mahindra Pick- up or similar model of vehicle on desired date.
- The Oder shall remain valid for 365 days from the nest date of issue of order. WBSEDCL may extend the validity of order with mutually agreed terms and condition for a further period as per site requirement.

3. Payment:

- 100 % for each trip along with full taxes and duties shall be paid after successful completion of the trip and submission of Tax Invoice (in triplicate) and challan to the controlling officer for processing of payment. The contractor has to provide consignment notes for each job.
- The contractor shall deposit security deposit equivalent to 10% of contract value to guarantee successful and satisfactory performance of the work.
- In case of non compliance of above 10 % of billed amount shall be deducted for security deposit from each and every bill.
- GST is applicable as per relevant rates for GTA (Goods Transport Agency) service as per GST Act.

4. 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. Security deposit for all type of bids shall be released only after satisfactory completion of work by the Controlling Officer of the work upon written request by the contractor.

5. Accident or injury: 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 or his vehicle. 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 is to be made by the contractor.

6. Liquidated Damage:

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

7. 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.

8. 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. 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.

9. 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.

10. Indemnity Bond: Contractor shall indemnify WBSEDCL's man and material as per relevant format before execution of work.

11. Contact person: The Superintending Engineer (E), JHP: The intending bidder may contact for any query on his cell no 8900764016.

12. Controlling Officer-The Divisional Engineer (E) & IC St-I & II, JHP. He would submit a signed copy of list of consignment with details. The consignment note/challan provided by the GTA (Goods Transport Agency) should be matched with the copy.

13. Paying Officer- The Assistant Manager (F&A), JHP.

*****END*****

PROFORMA OF PRICE BID

Name of Work: "2nd call for Annual rate contract for to and fro transportation of Electro mechanical items under Jaldhaka Hydel project to MAL and Siliguri"					
NIT No: WBSEDCL/PM/JHP/ELECT/2021-22/52 DATE: 10.01.2022					
Sl No	Item	Qty (No of Trips)	Unit	Item wise rate (Excluding GST)	Amount (Excluding GST)
1	to and fro transportation of Electro-mechanical items including loading/unloading under Jaldhaka Hydel project to Siliguri	30	Nos		
2	to and fro transportation of Electro-mechanical items loading/unloading under Jaldhaka Hydel project to MAL	12			
Gross total exclusive of GST.					
SAC/HSN code..... & % GST applicable.....					
& Amount of GST accordingly					
Total amount (Including GST)					
Total in words:					

I / We hereby agree to supply the material as per specification, term of NIT and as per above rate tendered by me / us.

Signature of bidder with seal.

[Handwritten Signature]
 10/1/22