



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

*(A Govt. of West Bengal Enterprise)*

**Jaldhaka Hydel Project office**

Village: Paren, P.O. & P.S. – Jaldhaka Hydel Project, Kalimpong -734503

Telephone: 03552-296190, E-Mail: [pm.jhp@wbasedcl.in](mailto:pm.jhp@wbasedcl.in)

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**NOTICE INVITING e-TENDER**

**NIT No: WBSEDCL/PM/JHP/e-TENDER/2024-25/14**

**Dated :24.07.2024**

The Project Manager, Jaldhaka Hydel Project, WBSEDCL invites e-tender (Submission of Bid through online) on percentage rate basis for the works detailed below from bonafide, resourceful and experienced contractors of State / Central Govt., State/ Central Govt. Undertaking, Statutory Bodies constituted under the statute of Central / State Govt. or any reputed firm as per following terms & conditions:

**Terms & Conditions:**

- 1. Name of Work:** Supply and Delivery of 1" (one inch) Wire Rope for Spillway Gate of Bindu Barrage of Jaldhaka Hydel Project in the district of Kalimpong-734503.
- 2. Availability of tender:** Intending bidders may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC).
- 3. Tender Fee:** Tender Cost /Tender Fees are abolished for e-Tendering. All participating bidders are therefore exempted from payment of Tender Fees.
- 4. Estimated value: Rs. 2, 43,440/-** (Rupees Two Lakhs Forty Three Thousand and Four Hundred Forty only) exclude GST. GST shall be paid extra as per norms.
- 5. Earnest Money Deposit (EMD):**
  - a. **Rs. 4,869/-** (Rupees Four Thousand Eight Hundred and Sixty Nine only).
  - b. Earnest Money Deposit shall be submitted through online mode through the e-Tendering portal (<https://wbtenders.gov.in>). All offline submission of payment instruments like Bank Draft, Pay Order etc. have been stopped for e-tender procurement. In case of unsuccessful/ rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However for successful bids, the EMD will be refunded by WBSEDCL as per norms. Further details in respect of online payment as well as refund of EMD are provided within the EMD clause.
- 6. Qualifying Requirement/Eligibility Criteria:** The bidder must possess minimum eligibility criteria as mentioned below:
  - (a) GST Registration (GSTIN) with challan.
  - (b) Copy of I.T Return for last three financial years FY-2020-21,21-22,2022-23
  - (c) PAN Card.

- (d) MSME or Trade License in respect of the prospective bidder for Proprietorship Firm, Trade License+ Partnership Deed for Partnership Firm, Trade License + Incorporation certificate for Limited Company and Trade License + Society Registration copy for Co-operative Society.
- (e) Bidder shall have experience of successful completion of similar work / mechanical items under WBSEDCL /WBSETCL/ WBPDC/ Govt Under talking/public sector undertaking or any other reputed firm of India during last 5 years from the date of NIT.
- 7. Financial Offer:** The intending Bidders are required to quote the percentage rate online as per specified format/B.O.Q. The financial offer of the prospective bidder will be considered only if the Technical bid of the bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of qualified bidders of Technical Bid will be displayed in the website.
- 8. Participation in the Tender:**
- a. The prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If any of the bidders is found to have applied severally for a single job, all his offers will be rejected for that job. No agent is allowed to participate in the tender. Genuine contractor will only be allowed to participate in the tender. **The bidder may participate in any or all tenders mentioned in the notice separately.**
- b. Neither prospective Bidder nor any of the constituent partners had been barred to participate in any Tender by any Government Department/Semi-Govt. /Govt. Undertaking/ Enterprise etc. during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders).
- c. The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (a declaration in this respect has to be furnished by the prospective bidders).
- 9. Bid Validity:** Bids shall remain valid for a period not less than 180 (one hundred eighty) days from the last date of submission of Bid. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of Earnest Money Deposit (EMD).
- 10. Site Visit:** The Bidder at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work as mentioned in the Notice Inviting e-Tender. The cost of visiting the site shall be at the Bidder's own expense.

**11. Mobilization advance:** No mobilization advance and secured advance will be allowed.

**12. Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (Online) (Publishing Date)	30.07.2024 at 10:00 Hrs.
2	Documents download start date (Online)	30.07.2024 at 10:00 Hrs.
3	Bid submission start date (Online)	30.07.2024 at 10:00 Hrs.
7	Documents download End Date	13.08.2024 up to 12:00 Hrs
8	Bid Submission closing date (Online)	13.08.2024 up at 12:00 Hrs
9	Technical Bid opening date (Online)	16.08.2024 up at 10:00 Hrs
10	Date of uploading list for Technically Qualified Bidder(Online)	To be intimated later
11	Financial Bid opening Date (Online)	To be intimated later

**13. Cost of Bidding:** The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.

**14. Change of quantity:** The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities as may be necessary but such variation shall be limited to +25% (plus twenty five percent) of the contract price. Payment shall be made as per execution.

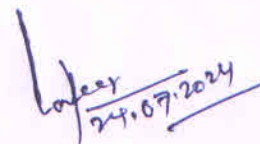
**15. Cancellation of Tender:** The WBSEDCL also reserves the right to cancel the Tender due to unavoidable circumstances and no claim in this respect will be entertained.

**16. Disqualification of Bidders:** Any canvassing in connection with the tender is strictly prohibited in the tender submitted by the Bidder. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder will not be allowed to participate in the tender and that application will be rejected as per the norms. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by the Bidder in support of eligibility criteria. If any document submitted by a Bidder is found incorrect / manufactured / fabricated or false at any stage, his Tender will be out rightly rejected and legal action will be taken against him as deemed fit as per the rule of land.

- 17. Rejection of Bid:** The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever. No conditional bid and/or incomplete bid will be accepted under any circumstance.
- 18. Amendment of the Bid Documents:** The tender inviting authority reserves the right to modify, amend or supplement the tender document. Any corrigendum, notification concerning this tender will be published in the e-tender portal <https://wbtenders.gov.in> and it will be treated as part and parcel of the tender. The bidders are, therefore, advised to follow the website for such corrigendum, notification etc.
- 19.** The participating bidders may please note that the successful bidder shall have to execute and submit a Contract Agreement in the prescribed format before commencement of the work together with submission of required performance guarantee.
- 20.** Prospective Bidders are advised to note carefully the minimum qualification criteria as mentioned above & in "Instructions to Bidders" before tendering the bids. Other information as well as terms and conditions, which are not covered above, will be made available in 'Instruction to Bidders', 'General Conditions of Contract' and 'Technical Specification' of this tender.
- 21.** Time will be the essence of the contract. The work will have to be complete within specified time span positively.
- 22. Official Communication:**

All the important correspondence must be done through declared authorized email id with original scanned copy of documents/letter in company's letter head/pad. However hard copies should be submitted in the office through post/by hand. Any further information related to this tender may be available from the following office:

Office of the Project Manager,  
West Bengal State Electricity Distribution Company Limited (WBSEDCL),  
Village: Paren, P.O. & P.S. – Jaldhaka Hydel Project, Kalimpong -734503  
Telephone: 03552-29, E-Mail: [pm.jhp@wbasedcl.in](mailto:pm.jhp@wbasedcl.in)  
Website : [www.wbasedcl.in](http://www.wbasedcl.in)  
Contact Tel. nos. 8900794020  
Contact person: Divisional Engineer (Civil)

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

## **Instructions to bidders (ITB)**

**1. General guidance for e-Tendering:**

Instructions / Guidelines for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

**2. Registration of Bidder/Tenderer:**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System of West Bengal, through logging onto <http://wbtenders.gov.in> (the web portal) and the contractor is to click on the respective link on the web portal for necessary registration.

**3. Digital Signature certificate (DSC):**

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated in Clause 2 above. DSC is given as a USB e-Token.

**4. Downloading of Tender documents:**

The contractor can search & download N.I.T. / Tender Document(s) electronically through computers once he logs on to the website mentioned in clause 2 using the Digital Signature Certificate (DSC). This is the only mode of collection of Tender Documents.

**5. Tender Fee:** Cost of Tender / Tender Fee are abolished for e-Tendering. All participating bidders are therefore exempted from payment of Tender Fee.

**6. Eligibility Criteria for participation in the Tender:** AS per NIT.

**7. Submission of Tenders:**

**General process of submission:** Tenders are to be submitted online to the website stated in Cl. 2 above, in two folders at a time, one in Technical Proposal & the other in Financial Proposal, before the prescribed date & time using Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly Digitally Signed. The uploaded Documents will get encrypted (transformed into non readable formats).

**A. Technical proposal:** The Technical proposal should contain scanned copies of the following in two covers (folders).

**A-1. Statutory Cover** containing three covers (folders) viz. (a) NIT (b) EMD & (c) Annexures /forms.

(a) **NIT folder** containing downloaded and uploaded copies (duly digitally signed) of the following:-Notice Inviting e-Tender includes General Conditions of Contract, Specification for works and Addenda/Corrigenda, if published.

(b) **Draft/EMD folder** containing, Copy of Internet Banking Payment Gateway/ Electronic Instrument (RTGS/NEFT) challan generated from the e-tendering portal as prescribed in the NIT,

(c) **Annexure/Forms Folder** containing

- i. **Annexure - I**
- ii. **Annexure - II**
- iii. **Annexure - III**
- iv. **Annexure - IV**

**A-2 Non-statutory/Other statutory cover:**

- (a) GST Registration (GSTIN).
  - (b) PAN Card.
  - (c) MSME or Trade License in respect of the prospective bidder for Proprietorship Firm, Trade License+ Partnership Deed for Partnership Firm, Trade License + Incorporation certificate for Limited Company and Trade License + Society Registration copy for Co-operative Society.
  - (d) Bidder shall have experience of successful completion of similar work / mechanical items under WBSEDCL /WBSETCL/ WBPDC/ Govt Under talking/public sector undertaking or any other reputed firm of India during last 5 years from the date of NIT.
- B. Financial Proposal (in one cover/folder)** It contains "Bill of Quantities" (BOQ).The rate to be quoted in the BOQ on "Percentage basis" in the space marked for quoting rate (either "Excess", "Less" or "At par" i.e. "0.00%"). Quoted rate will be encrypted in the B.O.Q. under Financial Bid.
- C. Note:** - *Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to summarily rejected for both statutory & non-statutory covers.*

**8. Process**

"Click" the check boxes beside the necessary documents in the "My Document" list and then "click" the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" folder to upload the Technical Documents (Statutory documents).

**9. Opening & evaluation of Technical Proposal:**

- a.** Technical proposals will be opened only for those bidders who will deposit their EMD as per the tender terms, by the authorized representatives of WBSEDCL from the website stated using their Digital Signature Certificates (DSC).
- b.** Intending bidders may remain present if they so desire.
- c.** Cover (folder) for statutory documents will be opened first & if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will be summarily rejected.
- d.** Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the authorized representatives of

WBSEDCL. Uploading of summary list of technically qualified bidders:

- e. Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- f. While evaluation the authorized representatives of WBSEDCL may summon any of the bidder & seek clarification / information or bidder/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

**10. Opening & evaluation of Financial proposal:**

- a. Financial proposals of the bidders, declared technically eligible, will be opened electronically by the Tender Inviting Authority (authorized representative of WBSEDCL) from the web portal stated above on the prescribed date
- b. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- c. After opening of the financial proposal, the preliminary summary result containing inter-alia, name of the bidder and the rates quoted by them will be uploaded.
- d. The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under this bid document.
- e. The bidder whose offer has been accepted will be finalized after the evaluation procedure & it will be notified by the Tender Inviting Authority (authorized representative of WBSEDCL) through Letter of Intimation. The same will be made available/uploaded in the website <https://wbtenders.gov.in>.
- f. Decision of Tender Inviting Authority will be final and bound to every bidder.
- g. The selected bidder will be asked to produce the documents like Contract Agreement, Performance Security (if applicable) and any other document on demand of WBSEDCL within a specified timeframe.
- h. WBSEDCL has the right to reject the tender if the bidder unable/disagree to produce the same.
- i. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- j. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
- k. 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.
- l. Any documents if required regarding the above mentioned NIT shall have to be submitted by the bidders physically at the following Office of the tender inviting authority (TIA).



**11. Parties Who May Bid:**

- a.** Invitation of bid is open to the eligible bidders of Indian origin and the bid will be made on the basis of local competitive bids (LCD).
- b.** All materials to be supplied and services to be rendered under this contract shall be accepted from bidders fulfilling the eligibility/capability criteria.
- c.** A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of the firm. If any of the bidders is found to have applied severally in a single job all his applications/bids will be summarily rejected for that job.

**12. RESPONSIBILITY OF BIDDERS:**

- 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 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.

**13. 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.

**14. 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 between seek clarification start and end dates. The clarification given in the pre-bid discussions if any shall be final and binding on the bidders.



**15. AMENDMENT OF BIDDING DOCUMENTS:**

- a. 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, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.
- b. Such amendment(s) will be published on the same e-tender portal <https://wbtenders.gov.in>. 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 the amendment in to account in preparing their bids, 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 by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

**16. BID PRICES:**

- a. The bidder shall quote their price in the appropriate format in percentage Excess or At par (i.e., 0.00 %) or Less on 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 as per statute.**

**17. VALIDITY OF BID:**

- a. Financial Bid shall preferably be opened within 30 (Thirty) days from the date of opening of Techno-commercial Bid except for special circumstances.
- b. The offer against the tender should remain valid for a minimum period of 180 days from the last date of submission of bid.
- c. Prior to the expiry of the original validity period WBSEDCL may request extension in the period of validity for a further suitable period without any change in terms & conditions of the offer.

**18. BID GUARANTEE/EARNEST MONEY DEPOSIT:** The bidder shall deposit the requisite earnest money as mentioned in NIT through online mode only. Following payment options are available for online payment of EMD, for the intending bidders,

- a. Net-banking through Payment Gateway.
- b. RTGS/NEFT Payment: On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the

payment is made, the bidder will come back to e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

**c. GENERAL INSTRUCTIONS FOR ONLINE PAYMENT:**

- i.* The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- ii.* Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- iii.* In case actual EMD as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- iv.* The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

**d. REFUND OF EMD AMOUNT:**

- i.* For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- ii.* For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures or may be converted into Initial Security Deposit.
- iii.* The bank account used for payment of EMD by bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- iv.* For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz., 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI Bank.
- v.* The bidder shall not claim any interest on Earnest Money Deposit (EMD). Earnest Money in any other form or amount will not be accepted. In case, WBSEDCL cancels the tender on his own for any reason, the EMD submitted by the bidders will be returned without any interest subsequently.

**e. Forfeiture of Earnest money/Bid guarantee:**

Earnest money/Bid guarantee shall be forfeited in case of following:

- a. If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
- b. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid;
- c. In case of successful bidder, if the Bidder fails: To accept LOI/Order unconditionally and sign contract To furnish the contract performance bond wherever applicable.

**19. 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.

**20. TIME SCHEDULE:**

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

**21. 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:
  - i. Cost of construction/erection etc including taxes & duties etc.
  - ii. WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.
  - iii. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
  - iv. 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.
  - v. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

**22. TAXES, DUTIES AND OTHER LEVIES:**

- a. 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 WBSEDCL indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility whatsoever 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 the purchaser.
- b. All other duties/levies/CESS payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by the owner.
- c. **GST shall be paid as per statute.**
- 23. 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.
- 24. 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.
- 25. CORRUPT OR FRAUDULENT PRACTISE:** WBSEDCL expects that bidders/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:
- a. **"Corrupt practice"** means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
- b. **"Fraudulent Practice"** means misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial no-competitive levels and to deprive the owner of the benefits of free and open competition.
- c. Will reject a proposal for award if the owner determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- d. Will declare a Firm ineligible either indefinitely or for a stated period of time if owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 26. SITE VISIT:** The bidders are strongly advised to visit and examine the sites of work and their surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and submission of offer. The cost of visiting the sites shall be borne by the bidder
- 27. 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.

- 28. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED IN THE TENDER:** The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.
- 29. RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS:** WBSEDCL reserves the right to accept or reject any bid and to cancel 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. If the successful bidder will not enter into Contract Agreement and/or submit the performance security/contract performance within stipulated time as mentioned in the Letter of Intimation, his EMD will be forfeited and the job may subject to be cancelled.
- 30. 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 uploaded soft copies or if there is any suppression, the tender committee will take action as deem fit against such defaulting Bidder.
- 31. AWARD OF CONTRACT:** The Bidder who's Bid would be accepted will be notified by the authorized Official of WBSEDCL through acceptance letter/Letter of award. The notification of award will constitute the formation of the Contract. The Agreement as per enclosed 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. will be the part of the contract documents.
- 32. HOLIDAY LISTING:** The holiday listing policy of WBSEDCL shall be applicable to the participating bidders in the e-tendering in case of any deviation is found from normal contractual conduct. A declaration as per 'Annexure-VIII of Annexure section' of the tender document is to be submitted by the bidders.
- 33. CONTRACT AGREEMENT:** The agreement as per enclosed format specified in Annexure section of this tender will incorporate all agreements between the tender accepting authority and the successful bidder. All the tender documents including NIeT and BOQ will be part of the agreement. After acceptance of Letter of Award, the successful bidder shall have to submit requisite copies of contract documents stated as per relevant Clause of General Conditions of Contract (GCC)'.
- 34. CREATION OF VENDOR ID THROUGH WBSEDCL WEB PORTAL:** All Participating bidder(s) shall have to mandatorily create vendor Id through WBSEDCL Web Portal Vendor Corner, **if not created earlier.**

## GENERAL CONDITIONS OF CONTRACT (GCC)

1. **PROJECT LOCATION:** The Jaldhaka Hydel project is located in Gorubathan Block of Kalimpong dist. of West Bengal at approximate distance of 120 KM from Siliguri Town. The site is reached by road from Mal/Siliguri. The nearest Railway station is MAL/New Jalpaiguri Jn. And nearest airport is Bagdogra.
2. **Name OF WORK:** Supply and Delivery of 1"(one inch) Wire Rope for Spillway Gate of Bindu Barrage of Jaldhaka Hydel Project in the district of Kalimpong-734503.
3. **Description of item:**

DESCRIPTION	QTY
Supply and delivery of Wire Rope 1" (One Inch) dia., Steel Core, Make: USHA MARTIN or equivalent, 6X36 cons. Hyflex, Tensile Strength-1960 N/mm <sup>2</sup> for Bindu Barrage.	340 M

4. **SUBMISSION OF TENDER:** Please refer to Instruction to Bidders.

5. **Security Deposit:**

The successful bidder shall have to submit initial security money amounting to 2% of the contract price after placement of Letter of acceptance/Letter of award within specified period. Balance of Security Deposit equivalent to 10% (Ten percent) of contract amount shall be realized by recovering from the progressive bill @ 8% (Eight percent) of the amount of each such bill. In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 10% (Ten percent) to the value of work so executed.

The EMD of the successful bidder would be converted to ISD. In case the order value [L1 bid] does not match the estimated amount, same would be adjusted either by payment of the remaining value by the contractor [In case L1 bid higher than the estimated value] or by WBSEDCL [In case L1 bid lesser than estimated value] through RA bill.

The WBSEDCL reserves the right to ask for Performance Guarantee up to 10% of the tendered amount from the successful bidder.

6. **Additional Performance Security:**

An Additional Performance Security @ 10% of the tendered amount shall have to be submitted by the successful bidder in the form of a Bank Guarantee from any scheduled bank approved by RBI as per the enclosed format before issuance of the work order if the accepted bid value is in the range of -20% to -80% of the estimated rate.

7. **Completion of work:**

- a. The materials shall have to be delivered **within 30 days** from the date of issue of order.

- b. Dispatch clearance will be issued to the contractor after inspection and testing of materials if desired by WBSEDCL.
- 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. Delivery address: The materials shall be delivered at Jaldhaka Hydel Project Store at: P.O. & P.S. – Jaldhaka Hydel Project, Kalimpong -734503.

#### **8. Inspection & Testing:**

- a. WBSEDCL may depute engineer at his own cost to inspect the materials before dispatch.
- e. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing at his own cost. The testing equipment must have valid calibration certificate and the same will be produced on demand. The prospective bidder shall submit factory test certificate at the time of testing.
- b. The contractor shall inform in 7days advance regarding readiness of materials for inspection.
- c. The rejected materials shall have to be replaced by the contractor and subject to re-inspection. The contractor shall pay full cost of re-inspection.

#### **9. Payment:**

- a. 90 % of the ordered value along with full taxes and duties shall be paid after delivery of materials and submission of Tax Invoice (triplicate) and challan to the controlling officer for processing of payment
- b. Balance 10% shall be kept as security against manufacturing defect or bad workmanship for a defect liability period.
- c. OR, 100% payment will also be considered if the contractor will furnish a Performance Bond in the form of Performance Bank Guarantee (PBG) issued from scheduled commercial bank amounting to 10% of contract value to guarantee successful and satisfactory performance of the work and materials supplied under the contract. PBG shall be submitted as per WBSEDCL's format with validity for entire defect liability period and with a claim period of another 3(three) months. Tenderer shall not claim any interest on PBG. PBG may be extended or revised as per the request of purchaser.

#### **10. DEFECT LIABILITY PERIOD:**

- a. The term "defect liability period" shall mean the period of 12(twelve) months from the date of supply of materials/completion of the work. If any defect is found within the defect liability period the contractor shall be liable to rectify the defects at their own cost and responsibility.
  - b. Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed fit by the Controlling Officer.
- For faithful & due fulfillment of all obligations, this defect liability period shall be



covered by Security Deposit submitted by the contractor.

- 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 will recommend release of security deposit.

### **23.MANNER OF EXECUTION OF CONTRACT AGREEMENT:**

The successful bidder has to submit acceptance of the LOI/LOA within 10(ten) days from the date of issue of the Letter of Intent/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. The 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 date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract agreement on behalf of the contractor is to be submitted before signing of the agreement. The agreement shall be signed in original and five photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

### **24.CHANGE OF QUANTITY:**

The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities as may be necessary but such variation shall be limited to +25%(plus twenty five percent) of the contract price. Payment shall be made as per execution.

### **25.Variation, Omission, Addition & Alteration:**

The Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The Company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such variation will be limited to +25% (plus twenty five percent) of the contract price. Payment shall be made as per actual execution.

### **26.MATERIAL AND WORKMANSHIP:**

All the work shall be executed with the materials as specified and with best workmanship and/or in the best manner to the satisfaction of the Engineer-in-Charge/ Controlling Officer.

### **27.EXTENSION OF TIME:**

If the work is suspended due to reasons beyond the control of the contractor, the contractor shall immediately give notice in writing within 7(seven) days to the controlling officer for each occasion. On receipt of such notice, the controlling officer

may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.

#### **28.LIQUIDATED DAMAGES:**

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 Force Majeure. The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work. 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.

#### **29.FORCE MAJEURE:**

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.

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.

#### **30.LIABILITY OF ACCIDENTS AND DAMAGE:**

The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same is taken over by the Company. Until the completed work is taken over by the Company the contractor shall also be liable for and shall indemnify the Company in respect of all injury to person or damage to property resulting from the negligence of the contractor or his workmen or sub-contractor or from defective workmanship etc.

#### **31.SETTLEMENT OF DISPUTES:**

All disputes concerning question of act arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor. Any dispute or differences arising out of or in connection with this contract shall to the extent

possible be settled amicably and where settlement cannot be reached then such disputes shall be subject to settlement under the jurisdiction of Calcutta High Court.

**32.CANCELLATION/ TERMINATING OF THE ORDER:** 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 realise 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

**33.RISK PURCHASE:** The time of offer for inspection or physical dispatch stipulated in the physical order shall be deemed to be the essence of the contract and if the contractor fails to deliver or dispatch any consignment within the period subscribed for such delivery or dispatch in the said letter of award, the purchaser shall be entitled to purchase such consignment or if not available, the best and the nearest available substitute elsewhere on the account and at the contractor's risk or to cancel the contract and the contractor shall be liable to compensate for any loss or damage which the WBSEDCL may sustain by reason of such failure on part of the contractor.

**34.PAYING AUTHORITY:** The Manager (F&A), JHP shall be the paying authority.

**35.CONTROLLING OFFICER:** The Divisional Engineer (Civil.), JHP shall be the Controlling Officer.

**36.SUPERVISING OFFICER:** The Assistant Engineer (Civil)-III, JHP shall be the Supervising Officer.

**37.NODAL OFFICER:** The Assistant Manager (HR & A), JHP shall be the Nodal Officer.

**38.CONSIGNEE:** The IC store, JHP

## ANNEXURE –I

### FORMAT FOR UNDERTAKING 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 fulfilment 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-----

**ANNEXURE-II**

**Format of Letter of Bid**

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-tendering PORTAL OF NIC)

To

The Project Manager

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 : -----

## **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**

**PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING**

**Ref : Notice Inviting e-Tender no :**

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s \_\_\_\_\_ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

*(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")*

In the case of a Partnership Firm:

We hereby declare that neither we, M/s \_\_\_\_\_ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

*(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")*

In the case of a Company:

We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

*(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")*

It is understood that if this declaration is found to be false in any particular WBSEDCL, WBSETCL or Administrative Ministry, shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.



Pro-forma for Contract Agreement

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

Articles of agreement made on this -----day of -----  
in the year -----between West Bengal State  
Electricity Distribution Company Limited (WBSEDCL), A statutory Body constituted by the Govt.  
of West Bengal having its head office at "Vidyut Bhavan", Block-DJ, Sector-II, Salt Lake City,  
Kolkata-700091 hereinafter referred as the 'Company' (which expression shall unless excluded  
by or repugnant to the context be deemed to include its successors and assigns) of the ONE  
PART.

AND

-----  
-----  
----- hereinafter referred to as the 'CONTRACTOR' (Which expression shall unless excluded  
by or repugnant to the context be deemed to include his heirs, executors, administrators,  
representatives and assigns) of the OTHER PART.

WHEREAS the Company invited tenders vide Tender Notice No -----  
------(annexed hereto) for "-  
-----  
-----"  
-----"

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a  
tender vide no ----- dated -----, technical bid  
of which was opened on ..... and the Price-bid was opened  
on..... (The tender offer is in custody of the Company at present).

AND WHEREAS AFTER consideration of the tender submitted by the contractor with  
clarification(s), the Company accepted the said tender submitted by the contractor and placed  
Letter ..... of ..... Award ..... no  
.....  
.....Having PO No. .... dated: .....

NOW, THEREFORE, the Company and the contractor agree as follows:

1. The Contractor agrees to undertake the work of "-----  
-----  
-----"  
-----" as per Letter of Award no -----dt -----  
referred to above.
2. The Company agrees to pay the Contractor as per as per Letter of Award no -----  
-----dt ----- referred  
to above.
3. Both the Contractor and the Company agree that for the purpose of jurisdiction in the  
court in regard to any dispute arising out of this agreement, this agreement shall be  
deemed to have been executed within the jurisdiction of the original side of the High  
Court, Kolkata.

IN WITNESS WHEREOF the parties have hereunder affixed their signature on the day, the  
month and year written as above.

SIGNED, SEALED AND DELIVERED

-----

Contractor

1) .....

Witness

2) .....

Witness

-----

Company

1) .....

Witness

2) .....

Witness