

West Bengal State Electricity Distribution Company Ltd.
(A Government of West Bengal Enterprise)
Project Office: Jaldhaka Hydel Project

Fax : 03552-265202

Telephone: 03552-265213

E-Mail : pmjhp.wbsedcl@rediffmail.com

Paren

P.O. – Jaldhaka Hydel Project
Kalimpong, PIN-734503



Tender Document

For

Supply and delivery of 02 nos 12V Battery Chargers (Make: Hilton Electronics) for VHF set for
Jaldhaka Hydel Project, WBSEDCL.

NIT No.: WBSEDCL/PM/JHP/Elect./2020-21/21 Date: 15.01.2021

15/1/2021
DF(E)OPH
JHP

West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

Project Office: Jaldhaka Hydel Project

Fax : 03552-265202

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15/01/2021
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SECTION-1

NOTICE INVITING TENDER

Item wise tenders in sealed cover is invited by the Project Manager, Jaldhaka Hydel Project, WBSEDCL, super scribing Notice Inviting Tender No. and due date of Opening from the bonafide, reputed, reliable, experienced agency fulfilling minimum eligibility criteria for following work:

1. **Name of work:** Supply and delivery of 02 nos 12V Battery Chargers (Make: Hilton Electronics) for VHF set for Jaldhaka Hydel Project, WBSEDCL.

2. **Estimated cost.** Rs.72,000/-(Rupees Seventy Two thousand only) exclusive of GST. GST shall be paid as prevailing rate within the delivery period.

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

- Valid GST Registration Certificate,
- PAN Card,
- 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).

4. **Key dates:**

Sl No.	Descriptions	Date & time
3.	Last date for submission of bid	27.01.2021 up to 16:00 Hrs.
4.	Date of technical bid opening	28.01.2021 at 11:00 Hrs.
5.	Date of financial bid opening	To be intimated later

5. Validity of tenders shall be 120 days from the date of opening of tender.

6. If the office happens to be closed on the last date of receipt of application, the next working day (except Saturday) at the same time and venue shall be applicable for the said purposes.

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7. Tenderers should quote their rate as per guidance given in the tender document after visiting the site / taking proper information of the site conditions.
8. The participating bidders may note that all the statutory taxes as applicable will be deducted from their bill.
9. The Contract price will be firm during pendency of the Contract. No escalation whatsoever will be paid to the contractor.
10. The 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.
11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing, will be liable for rejection.
12. The tender by a partnership firm must be furnished with full names of all partners and be signed with partnership name, followed by the signature(s), designation(s) of the authorized partner(s) or other authorized representative(s).
13. Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL the right to take such unilateral decisions without further notice to any anyone.
14. Notwithstanding anything stated above, the owner (WBSEDCL) reserves the right to assess the capacity and capability of the bidder to execute the work should there be any circumstances which warrant such assessment in the overall interest of the owner. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualifying requirements, and/or.
 - b. Record of poor performances such as abandoning the work, not properly completing the contract, inordinate delays in completions, litigation history, or financial failures.


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15. For any other detail/clarification, the contact person will be the Superintending Engineer (Electrical), JHP. Cell no -9475324589.

16. The WBSedCL reserves the right to reject any or all tenders without assigning any reasons what-so-ever and also does not bind them to accept the lowest tender.


15/01/2021

Addl. Chief Engineer & Project Manager

JHP, WBSedCL.

West Bengal State Electricity Distribution Company Ltd.

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SECTION-2

INSTRUCTIONS TO BIDDERS.

1. **Availability of tender document:** 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 per NIT.
3. **Submission of tender.**

- a. The Tenderers 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, Name of the Tenderer...and date of opening shall contains:

Technical bid: The intending bidder shall prepare 1st. 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 as per NIT.

Financial Bid: The intending bidder shall prepare 2nd. envelope named **financial bid**, super-scribing name of work, tender notice no., and date of opening containing duly filled ,sealed and signed bid as per prescribe proforma (Annexure-I).

The 3rd. envelop super-scribing name of work, tender notice no., date of opening and contains 1st and 2nd envelope only, should be addressed to the Addl. Chief Engineer & Project Manager, Jaldhaka Hydrel Project, Paren, Kalimpong. Super-scribed with Notice Inviting Tender No. have the address of the tenderer.

- b. 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

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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.**

- c. 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:
 - a. The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT.
 - b. Tender shall not be received / entertained after the deadline given in the NIT due to any reason whatsoever.
5. Modification in Tender document:
 - a. The owner may extend the deadline for submission of tender by issuing an amendment, in which case all right and obligation of the owner and the bidders previously subject to the original deadline will then be subject to the new deadline.
 - b. Before the deadline for submission of tenders, WBSEDCL may modify the bidding documents by issuing corrigenda/addenda. Any corrigenda/addenda thus issued shall be part of the bidding documents and shall be communicated on our web portal/ notice board.
6. **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

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

9. Bid Prices:

- a. The bidder shall quote their price in the prescribed format.
- 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.

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- d. 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.

10. 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.

11. 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. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
- c. 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.
- d. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

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12. 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.

13. 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.

14. Corrupt or fraudulent practice: 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.

15. 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.

16. Penalty for suppression / distortion of facts. If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited


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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.

17. Award of contract:

- a. The Bidder whose Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award/ Purchase order.
- b. The notification of award will constitute the formation of the Contract.
- c. 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.

18. 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.

.....**END**.....

15/10/2021
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Section-3

1.0 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.

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. 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.

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

‘**Site**’ shall mean **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 acceptance of LOA.

2.0 Manner of Execution of Contract.

The successful bidder has to submit acceptance of the order within 10 days from the date of issue of LOA.

3.0 Completion /Delivery time:

- a. Within 90 days from the date acceptance of LOA.
- b. The materials shall have to be delivered upto Siliguri.
- c. Dispatch clearance will be issue to the contractor after inspection and testing of materials as per scope of work.
- d. E-way bill: 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.

4.0 **Technical Specification:** 12V, (10 + 10) Amps Automatic Float cum Boost Charger for VHF set as per relevant IS.

5.0 Inspection & Testing:

- a. WBSEDCL may depute engineer at his own cost to inspect the finished materials at your works before dispatch.
- b. The Contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.
- c. The contractor shall inform in advance regarding readiness of finished materials for inspection.

19/01/2021
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- d. The rejected materials shall have to be replaced by the contractor and subject to re-inspection.
- e. The contractor shall pay Rs. 500 per visit to the purchaser for re-inspection.

6.0 Payment:

- a. 90 (ninety) % of the ordered value along with full taxes and duties shall be paid after successful delivery and submission of tax invoice (triplicate), challan (triplicate) for due certification by the controlling officer of the work.
- b. Balance 10 (ten) % shall be kept as security against any manufacturing defect or bad workmanship for defect liability period.
- c. For release of 100 % payment, contractor may furnish Performance bank guarantee (PBG) in the form of Bank Guarantee issued from schedule commercial bank amounting to 10% of the contract price to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein. Proforma of PBG will be provided to successful bidder with LOA.
- d. PBG shall have ignition validity for the entire period of defect liability and 90 days claim period. PBG may be extended by the bidder as per requirement of purchaser.
- e. **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.
- f. Statutory deduction will be applicable as Norms.

7.0 Defect Liability Periods:

- a. The term 'defect liability period' shall mean the period of 12(twelve) months from the Date of delivery at site or 18 months from the date of commission of charger whichever is earlier.

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- b. 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 within specified date or as deemed justified by the Controlling Officer.
- c. The defect liability period of rectified/replaced materials shall be automatically extended as per clause 7 (a).

8.0 Liquidated Damage:

- a. If the contractor fail to deliver the materials 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.

9.0 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.

18/01/2021
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10.0 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 and call the contractor to take joint 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. 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. 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.

11.0 Contact person: The Superintending Engineer (E), JHP. The intending bidder may contact for any query before deadline of submission of bid on his cell no 9475324589 or email his query on email ID- sanjay.kumar@wbsedcl.in.

12.0 Controlling Officer- The Superintending Engineer (E), JHP

13.0 Supervising officer: The Divisional Engineer (E), OPH; JHP or authorized representative of controlling officer.

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

15.0 Consignee: Assistant Engineer (M), JHP & IC-Store, JHP.

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Annexure - I

PROFORMA OF PRICE BID

Name of Work: Supply and delivery of 02 nos 12V Battery Chargers(Make: Hilton Electronics) for VHF set
for Jaldhaka Hydel Project, WBSSEDCL.

NIT No.: WBSSEDCL/PM/JHP/Elect./2020-21/ Date:

Sl No	Item	Technical Specification	Qty	Unit	Item wise rate (Excluding GST)	Amount (Excluding GST)
1	12V Battery Charger	12V, (10+10)Amps Automatic Float cum Boost Charger, Make: Hilton Electronics	02	Nos		
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.


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