



# West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

## Office of the Project Manager

Teesta Canal Fall Hydel Project

FAX : 0353-2587382

Telephone : 0353-2587231

E-Mail : [tcfhp@yahoo.in](mailto:tcfhp@yahoo.in),

[pmtcfhp@gmail.com](mailto:pmtcfhp@gmail.com)

Administrative Building Township Complex

Phansidewa, Darjeeling, PIN-734 434

CIN: U40109WB2007SGC113473

Memo No.: PM/TCFHP/HR&A/E-17/2019-20/14

Date: 25.02.2020

### **Notice inviting Tender**

Sealed tenders on percentage basis are invited from the bona-fide, resourceful and experienced GST registered Vendors of WBSEDCL/WBSETCL/PWD/other Government organizations/Government undertaking etc. having appropriate credentials for the following works.

Name of the work	Estimated Amount
Supply & Delivery of Office Furniture to T.C.F.H.P., W.B.S.E.D.C.L. as per specified details in IB-27	₹3,58,190.00

#### **Instructions to Bidders (IB):**

**IB-1.** The tenderers shall keep the tender documents in a properly sealed cover. This cover shall be addressed to the Project Manager, TCFHP, Phansidewa Township complex, WBSEDCL, Dist:-Darjeeling and shall contain the name of work, tender Notice no and shall be super scribed as "TENDER". This cover shall also bear the name and address of the tenderers.

**IB-2.** If the envelope is not sealed or marked as indicated above, the WBSEDCL would not be responsible for the misplacement or premature opening of the tender.

**IB-3.** The tenderer will have to quote their rates item-wise as per IB-27. If the item-wise rate is not mentioned, the bid shall be rejected. WBSEDCL reserves the right to evaluate tender either on item-wise lowest or overall lowest bidder, as it deemed fit.

**IB-4.** The envelope must accompany self-attested copies of followings.

- Trade License
- Valid GST registration certificate
- PAN card

Originals shall have to be produced for verification on demand.

If any unsatisfactory performance report has been recorded for the last 3 (three) yrs in WBSEDCL/WBSETCL/PWD/other Government organizations/Government undertaking etc. the applicant will not be eligible for participation in the tender.

Registered Office : "Vidyut Bhavan", Bidhannagar, Block - DJ, Sector - II, Kolkata - 700 091

Telephones : 033 2359 1930 to 1940, Fax : 033 2359 1954

website: [www.wbsedcl.in](http://www.wbsedcl.in)

**WBSEDCL**



Agency having average annual financial turnover during the last 3 years, ending 31st March of the previous financial year should be at least 30% of the estimated cost may be considered to participate.

- IB-5.** Price indicated in the schedule of prices deemed to include all the levies/duties/taxes and all other incidentals payable as per statute excluding GST. Relevant GST rule shall be applicable for the work and shall be paid extra.
- IB-6.** All corrections in the tender should be initiated by the tenderer before submission of the tender. All pages of the tender document must be signed with company's seal by the tenderer. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing, will be liable for rejection.
- IB-7.** 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).
- IB-8.** Before the deadline for submission of tenders, WBSEDCL may modify the bidding documents by issuing addenda/corrigenda. Any corrigendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable/mail to all participants of the tender.
- IB-9.** Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
- IB-10. 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.
- IB-11.** Bids will be received up to **14:00 hrs. on 06.03.2020** and will be opened on the same day at 15:00hrs.
- IB-12.** 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.
- IB-13.** The tender shall be typed or written in indelible ink and shall be signed by a person/persons duly authorized by the tenderer. The proof of authorization shall be furnished in the form of a written power-of-attorney/ or Resolution of the Board of Directors of the Company which shall accompany the bid.



**IB-14.** The tenderers are advised to go through the "Terms & Conditions" and "Specification of Materials" laid down in this tender and also to inspect the site before submission of the tender. The contractor shall examine the site and its surroundings and shall satisfy himself before submission of his tender as to the nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means "to access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk contingencies" and other circumstances which may influence and effect his tender. "Site" will mean the land other places on, under in or through which the works are to be executed or carried out and any other lands or places provided by West Bengal State Electricity Distribution Company Limited for the purpose of contract.

**IB-15.** All duties, taxes and other levies excluding GST payable by the contractor under the contract or for any other cause shall be included in the total tendered price submitted by the contractor.

**IB-16.** The tenderers are to submit the sealed tender papers in the specified tender box kept at Administrative Building, TCFHP, W.B.S.E.D.C.L. Tenders received after due date and time shall not be entertained under any circumstances.

**IB-17.** The WBSEDCL may at its discretion ask any bidder to produce the detailed price analysis for the quoted rate.

**IB-18.** Tender shall remain valid for up to 06 (Six) months from the date of opening of the Tenders.

**IB-19.** GST will be paid extra as per rules prevailing during the execution of the contract work.

**IB-20.** The Quoted rate of the Tender should remain firm for any variation of quantities of individual item of the schedule of work enclosed for the entire period of work.

**IB-21.** The contract period may be extended further by the competent authority under the same rate terms and conditions subject to satisfactory performance.

**IB-22.** Tender not complete in all respect is liable to rejection without assigning any reason whatsoever.

**IB-23.** The WBSEDCL does not bind itself to accept the lowest bidder & reserves the right to reject any/all tender(s) without assigning any reason whatsoever.

**IB-24.** If the Office happens to be closed on the last date of receipt of application, issue of bid documents and/or on the date of



receipt/opening of tender, the next working day (except Saturday) at the same time & venue shall be applicable for the said purpose.

**IB-25.** Any other details may be had from the Assistant Manager (HR&A), Administrative Building, TCFHP. Phone no. 0353-2587232, Mob: 7449300640.

**IB-26. Terms & Conditions:**

- a. **Scope of Work:** The Materials are to be delivered, installed & completed at the site as per direction of the Controlling Officer of the work or his/her representatives.
- b. **Agency's Staff at site:** The Agency shall provide an authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary) in his absence. The Agency and / or his authorized representative are to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions any instructions from the Controlling Officer or his/her representative. Mobile Phone contact number of the contractor and/or authorized representative should be submitted to the Controlling Officer.
- c. **Care of works:** From the commencement to the completion of the works, the Agency shall take full responsibility for the care thereof and in case of any damage & loss of any article belonging to the Company from the part of the Agency, the Agency shall bear the total cost. The Agency shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any persons. However even if any damages or to cause injury occurs, the Agency shall be responsible in meeting the necessary claims and demands as may be required.
- d. **Facilities for other contractors:** The Agency shall afford all reasonable facilities for any other contractor employed by West Bengal State Electricity Distribution Company Limited in the execution on or near the site of any work not included in the contract.
- e. **Workmanship:** You must engage the best workmanship and/or in the best manner to the satisfaction of the Controlling Officer of the work.
- f. **Quality of Article:** The article is to be of good quality, guaranteed for at least 01 (one) year from the installation. If any defect found at the time of delivery/installation, the same should be replaced by your own cost.



- g. **Company's Right to Terminate Contract:** If the Agency neglects to proceed with the work with due diligence, the company shall have right to terminate the LOI/LOA after giving notice in writing to the Agency. If the Agency fails, after 14 (fourteen) days' of such notice, to proceed with the work in the manner notified, the company shall terminate the contract and 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 of this or any other work with the company. If the contract is terminated as above, the Agency 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.
- h. **Statutory Tax:** Income Tax and STDS under GST will be deducted as per Law from the bill.
- i. **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 Siliguri court.
- j. **Safety Rules:** Adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work. Safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. All storage handling & use of flammable liquids shall be under strict supervision. First aid arrangements shall be maintained in a readily accessible place.
- k. **Paying Authority:** The Assistant Manager (F&A), TCFHP, WBSEDCL shall be the paying authority. The company reserves the right to recover/ enforce recovery of any over payments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Agency exceeds the amount of such over payment and irrespective of the fact whether such disputed claims of the Agency are subject matter of arbitration or not. The amount of such over payments may be recovered from the subsequent bill, under the contract, failing that from Agency's claim under any other contract with the company or from the Agency's security deposit or from the amount retained or the Agency shall pay the amount of over payment on demand.



- l. **Payment:** Payment will be released against submission of bill duly certificated by the controlling officer with duplicate pre-receipted challan on satisfactory completion of the work.
- m. **Penalty:** The materials should be delivered within the stipulated period failing which penalty shall be imposed @ 0.5% (five percent) per week for first 10 weeks and thereafter 1% per week subject to maximum of 10% of the ex-work price.
- n. **Controlling Officer:** The Assistant Manager (HR&A), will be the controlling officer for this work.
- o. **Risk Purchase:** In the event of your failure to execute the work timely and/or to the satisfaction of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, the Letter of Award (L.O.A) may be terminated prematurely and the balance work may be got done through any other agency at your risk and cost.
- p. **Force Majeure:** Force Majeure by reason of war, Act of God, Government or Parliamentary restrictions, state or municipal or regulation, riots civil commotion, delay in release of foreign exchange, fire, flood, accidents, hurricanes, epidemics, inability to obtain dock, strikes or other labour trouble, whatsoever beyond your control will have be justified accordingly by production of authenticated documents.
- q. **Liquidated Damages:** Supply and delivery (physical delivery of Equipment / Materials at the place of delivery in accordance with the Delivery Instruction) /erection/construction of the Equipment / Materials as well as execution of the entire work should be as per the delivery schedule/schedule of completion of work. If the Equipment / Materials/ erection/ construction are not delivered/work is not completed within stipulated period as per schedule, WBSEDCL reserves the right to repudiate the Order (LOA). But the Purchaser may, at his discretion, extend the delivery schedule/execution schedule subject to imposition of liquidated damages at half percent (0.5%) of the Contract price for per week of delay or part thereof for first 10 (ten) weeks and @ 01% of value per week beyond 10 weeks subject to a maximum of 10% of the contract price /Ordered value and accept the Equipment / Materials beyond the stipulated period. Liquidated damages, if any, shall be recovered from the outstanding bills / performance guarantee.  
Total contract price shall imply the contract prices of all the schedules of works taken together. The purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any moneys due or to become due to the



contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any of his other obligations and liabilities under the contract.

**IB-27. Specification of Material:**

Sl.	Material Desc	Quantity
1.	Almirah – File Cabinet (with Dust Paint) Min. Dimension: WxHxD=90x183x45cm	07 Nos.
2.	Almirah – Wardrobe with vault (with Dust Paint) Min. Dimension: WxHxD=90x183x45cm	02 Nos.
3.	Open Steel File Rack (Adjustable) Min. Dimension: WxHxD=90x189x40cm	07 Nos.
4.	Executive Chair for Conference Room - Colour: Black/Grey - Min. Height 3ft with Cushion - Fixed (non-revolving) - with arm-rest	40 Nos.

Rate will have to be quoted as per clause no. IB-3.

*Bhattacharya* 25.2.2020  
(A. N. Bhattacharya)  
Project Manager  
TCFHP, WBSEDCL

*Jr*  
25/2/2020