

# West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)
Office of the Chief Engineer (Hydel)
HYDEL HEADQUARTERS

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# SECTION A NOTICE INVITING TENDER

NIT No: CEH/HHQ/Civil/09 Dated: 09/11/2021 (3rd Call)

Sealed tenders are invited from bonafide & resourceful contractors of State/Central Govt., State/Central Govt. undertaking, Statutory Bodies constituted under the statute of Central/State Govt. having experience in execution of similar nature of works during last 5 (five) years of value not less than **Rs. 30,000**/- in a single contract, for the work as detailed hereunder.

1.	Name of the Work	:	Topographical survey work in connection with reinstallation of Suspension Bridge at Sidrapong Hydel Power Station.
2.	Time of completion	:	45 (forty five) days
3.	Earnest Money	:	Rs.1800.00 (Rupees one thousand eight hundred only).
6.	Tender Fee (Non-refundable)	:	Rs. 295.00 (Rupees two hundred ninety five only). [including 18% GST]

# 1. Scope of Services: The scope of the works shall be as follows-

- i) Boundary / Area to be surveyed:
  - a) About 250m on each side u/s & d/s of the existing old bridge axis.
  - b) Extend 50m on each bank beyond the highest existing component of the bridge or extend the survey to 200m on either side (bank) from the centre of the river whichever is higher, covering the entire riverine area within the mentioned boundary.
- ii) For detailed topographical survey standard Total Station and High end DGPS surveying instrument are to be used.
- iii) Field data should be recorded in standard field/ level book or via any electronic mode and the same is to be submitted.
- iv) Installation of Permanent Bench Mark (s) with R.L. (Reduced Level) shall be constructed at site as per enclosed drawing (Ref. Section-D). These should be clearly shown in the contour plan (drawing) with latitude and longitude (with GPS Coordinates).
- v) Contour interval should be 1m.
- vi) Scale should be 1:1000.

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- vii) The contour maps as per the scale mentioned above should contain all the major features, like existing old bridge, flume line, foot track, nalas, HT lines, LT lines, poles and other important structures, if any.
- viii) The survey/ drawing should be in real time co-ordinates (preferably in UTM)..
- ix) Preparation of Survey Drawings with atleast 9 cross-sections, one (1) along the existing bridge axis and four (4) on either side, i.e., u/s & d/s of the axis at 50m
- x) Submission of interim drawing(s) in at least two (2) copies in colour for scrutiny purpose,
- xi) Submission of final drawings in ten (10) copies with at least six (6) colour copies alongwith editable soft copy.
- xii) The detail survey report shall be provided mentioning the survey methodology, date of survey, water level on the survey date, maximum observed HFL on the basis of flood marks, details of Permanent Bench Mark (s), village name, approachability, nearest Govt. Administrative Office, if any and any other important information which may be relevant with the survey work.
- 2. Survey Location: Sidrapong Hydro Electric Project, Orange Valley Tea-Estate, District: Darjeeling, Pin Code: 734201, which is approximately 90KM. away from Siliguri.

3. Time of completion of the work:

Total time for completion of the work is 45 (forty five) days from the date of handling over of the site. The allotted times for different activities are to be strictly maintained as follows:-

- The time of completion of the field work: 10 (ten) days from the date of handing over the
- ii) Submission of field data and interim drawings in editable soft copies and in hard copies: Within 15 (fifteen) days of completion of field work.
- iii) WBSEDCL Officials shall record their observations and correction in drawings & data, if any within 10 (ten) days upon submission of the same.
- iv) Time for final submission of survey drawings & detailed survey report incorporating all necessary corrections/observations along with all cross sections and others as stated in clause-1(Scope of services): Within 10 (ten) days after getting final clearance from WBSEDCL Officials.

4. Eligibility criteria:

- i) Intending Bidders should have experience in carrying out Topographical survey in hilly terrain and in related data analysis and should have qualified & experienced working personnel (Surveyor) in their firms.
- ii) Intending Bidders shall be considered as technically eligible, if, they have completed similar nature of work successfully having value not less than Rs. 30,000/- in a single contract during last 5 (five) years in hilly terrain.
- iii) Intending Bidders shall have to submit valid copies of -PAN, GST registration certificate, EPF registration certificate, I.T Return acknowledgement for AY-2020-21, 2019-20 & 2018-19, Professional Tax deposit challan for the last 6 months, Trade License & other valid documents in respect of the prospective bidder i.e., - Trade License for Proprietorship Firm, Partnership Deed & Trade License for Partnership Firm, Incorporation certificate & Trade License for Ltd Company, Society Registration copy & Trade License for Co-operative Society and valid documents in support of their credential viz., Copy of orders & completion certificates. (Original may have to be produced for verification).

- iv) 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).
- v) 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).
- vi) No conditional / Incomplete Tender will be accepted under any circumstances.

#### 5. Date & Time schedule of the NIT:

- i) Date and time of issue of the Tender: From 28/01/2022 to 10/02/2022 (except Saturdays, Sundays, & Holidays) From 11:00 hrs. to 16:00 hrs.
- ii) Last Date and time of receipt of the Tender: 11/02/2022 up to 15:00 hrs.
- iii) Date and time of opening of the Tender: 11/02/2022 at 15:30 hrs.

6. Method of purchase of Bid/Tender documents:

Intending bidders may collect the Tender Documents for the above work from the Office of the Chief Engineer (Hydel), Hydel Headquarters, WBSEDCL, 2nd Mile, Sevoke road, Siliguri, on any working day as per schedule stated in clause-5 on submission of requisite credentials as per clause-4 alongwith Tender Fee of Rs. 295/- (including GST) payable either through Banker's Cheque (BC)/CTS 2010 compliant Demand Draft (DD) issued from any scheduled bank approved by RBI in favour of "WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED" payable at Siliguri. Upon payment of Tender fee DCR will be issued to the bidders, upon submission of DCR Tender Documents shall be issued to the intending bidders.

# 7. Method of submission of bid:

The bid to be prepared and submitted by the bidders shall comprise the following documents in respective covers as mentioned hereunder-

Cover-I: Bid Guarantee/Earnest Money Deposit for Rs.1800/- payable either through Banker's Cheque (BC)/CTS 2010 compliant Demand Draft (DD) issued from any scheduled bank approved by RBI in favour of "WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED" payable at Siliguri is to be submitted under this cover. Name of the work, Tender No., Due date and time of tender submission and the words Cover-I & Earnest Money should be clearly written on the front side of the envelop.

**Cover-II:** This envelop shall contain complete price offer. Name of the work, Tender No., Due date and time of tender submission and the words Cover-II & Price Bid should be clearly written on the front side of the envelop. The Price offer shall include-

(i) Documentary evidence in support of qualification of the bidder as per clause no.4, (ii) Rate Quotation Form duly filled in and signed, (iii) Bid/Tender documents with corrigendum, if any duly signed.

**Cover-III:** This envelop shall contain both Cover-I & Cover-II, Name of the work, Tender No., Due date and time of tender submission and the word Cover-III should be clearly written on the front side of the envelop.

All intending Bidders shall submit their tender documents in sealed covers as mentioned above, addressed to the Chief Engineer (Hydel), WBSEDCL, 2nd Mile, Sevoke Road, Siliguri, in the specified tender box at the office of the Chief Engineer (Hydel), WBSEDCL within due date & time of submission as mentioned in clause-5.

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#### 8. Filling of Bid Form/Rate Quotation Form:

- i) Rates to be quoted by the bidders in "Item Rate" basis in the space marked for quoting rates in the 'Rate Quotation Form' enclosed (Ref. Section-B) which shall have to be duly signed and stamped by the bidders and the total tendered amount thus arrived shall have to be clearly written by the bidders in both figure & words of the respective spaces in the Rate Quotation Form.
- ii) The person authorized to sign the bid shall initiate all pages of the bid document and where entries or amendments have been made. Any correction in quoted rate should duly be signed by the bidder. The bidders' name stated in the bid proposal shall be the exact legal name of the firm.

#### 9. Opening & Evaluation of Bids:

The bids shall be opened as per schedule stated in clause-5 by the authorized Officials of WBSEDCL. On opening of bids i.e., Cover-III Cover-I containing Earnest Money Deposit / Bid Guarantee will be examined whether the mode and the amount of deposit is in conformity with requirements set forth in the bid document. Cover-II will be opened for those bidders who have submitted EMD in conformity with NIT.

## 10. Right to accept or reject any or all offers:

- i) The WBSEDCL does not bind itself to accept the lowest rate and 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.
- ii) If the successful bidder will not enter into Contract Agreement and/or submit the performance security/contract performance and/or Indemnity Bond within stipulated time as mentioned in the Letter of Intimation, his EMD will be forfeited and the job may subject to be cancelled.

#### 11. Taxes, Duties and Other levies:

- i) The Bidder 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 WBSEDCL indemnified and harmless against any claims that may be made against WBSEDCL. WBSEDCL does not take any responsibility what-so-ever regarding taxes under Indian Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
- ii) All other duties/levies/CESS payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL. GST shall be paid extra as per statute.

### 12. Performance bond/Security Deposit:

- i) In respect of successful Bidder, the Earnest Money Deposit on acceptance of Tender shall be converted as a part of the Security Deposit. The successful bidder shall have to submit balance Earnest money, if required, to make the 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 3% (Three percent) of contract amount shall be realized by recovering from the progressive bill @ 1% (One 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 3% (Three percent) to the value of work so executed.
- ii) WBSEDCL reserves the right to ask for Performance Guarantee upto 10% of the tendered amount from the successful bidder.



iii) The Performance Bond / Security Deposit shall be released after the expiry of the 'Defect Liability Period' which shall be Six (6) months from the date of actual completion of the work.

#### 13. Measurements and Terms of Payment:

- i) All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the measurement book/ log book etc. as prescribed by the company so that a complete record is obtained of all works performed under the contract and the value of work can be ascertained and determined therefrom.
- ii) Measurement shall be taken jointly by the supervisory officer or his authorized representative and by the contractor or his authorized representative. Every measurement thus taken shall be signed and dated by both the parties.
- iii) In the event of failure on the part of the contractor to attend or send his authorized representative after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the Engineer-in-charge/controlling officer or his authorized representative shall be taken to be correct measurement of the work done.
- iv) Progressive R/A bills against the prayer of the contractor, for an amount of minimum 20% of the ordered value or as deemed justified by the controlling officer shall be released against submission of GST prescribed Invoice incorporating GSTIN no. & SAC code, certification by the controlling officer after deducting the amount already paid or other amounts as may be deductible. The bills shall be released within 30(thirty) days of its submission if all formalities as per terms of the contract is maintained. The final bill shall be released on completion of the work in all respect and fulfillment of all contractual obligations by the contractor.
- v) WBSEDCL reserves the right to recover/ enforce recovery of any overpayments 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 item, if any, of the contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from contractor's security deposit or from the amount retained or the contractor shall pay the overpayment on demand.

#### 14. 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.

#### 15. Award of Contract:

The Bidder who's bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award. The notification of award will constitute the formation of the Contract. The Agreement as per enclosed format 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.

#### 16. 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.

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#### 17. Liquidated Damages:

- i) 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.
- ii) The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.
- iii) GST on LD shall be deductible as per statute.

#### 18. Other Statutory Terms & Conditions:

- i) A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If any bidder is found to have applied severally in a single job, all his offers will be summarily rejected.
- ii) 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.
- iii) Bid shall remain valid for a period not less than 120 (one hundred twenty) days from the date of opening of the tender.
- iv) 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.
- v) 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.
- vi) Tender submitted after the scheduled date and time shall be termed as 'Late Bid'. Such bid shall not be accepted.
- vii) The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.
- viii) The earnest money shall be retained initially for all bidders and the refund of earnest money deposits of the unsuccessful bidders shall be made immediately after finalization/placement of order. Bidders shall collect D.C.R. from the respective cash section for deposition of earnest money. The earnest money for the unsuccessful bidders shall be released after finalization of the tender on submission of original receipt duly pre-receipted along with an application.
- ix) Earnest money/Bid guarantee shall be forfeited if
  - a) during the period of validity, the bidder withdraws/modifies its bid as a whole or in part,
  - b) 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 and if the Bidder fails to furnish the contract performance bond wherever applicable.
- x) The term "Defect Liability Period" shall mean the period of Six (6) months from the Date of completion of the work.
- xi) The successful bidder has to submit acceptance of the LOI/order 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 WBSEDCL with all related documents for satisfactory execution of the work as per the enclosed pro-forma (Ref. Section-C).
- xii) WBSEDCL shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor.



- xiii) The contractor shall comply all statutory labour laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an INDEMNITY BOND (as per enclosed pro-forma) after placement of letter of intent/ order.
- xiv) In respect of casual workers or workers engaged for any job for a very short duration or sporadic nature having no employer-employee relationship (for example Soil testing, repair of transformer etc done by outer agency) and engaged in works which are neither preparatory, nor incidental, nor any way connected with the main operation of the establishment, deduction of provident fund and remittance thereof in respect of the contract labours will not be applicable. However it is further clarified that no mechanical approach should be adopted in deciding the applicability of the Act and each case should be considered on its own merits.
- xv) During the execution of work, if any problem arises which is not covered by the specification, the contractor shall seek necessary clarification and instruction from WBSEDCL, such instruction shall be binding on the contractor and shall be observed in full.
- xvi) The contractor shall make his own arrangement for labour, equipment, tools and tackles, labour accommodation, water supply, sanitation etc.

#### 19. Paying Authority:

The Asstt. Manager (F&A), MMHD, Kurseong, WBSEDCL, shall be the paying authority.

- 20. <u>Controlling Officer</u>: The Divisional Engineer (Elect.), MMHD, Kurseong, WBSEDCL, shall be the Controlling Officer.
- 21. Nodal Officer: The Asstt. Manager (HR & A), MMHD, Kurseong, WBSEDCL, shall be the Nodal Officer.

## 22. Official Communication:

Any further information related to this tender may be available from the following office:

Office of the Chief Engineer (Hydel), Hydel Headquarters,

West Bengal State Electricity Distribution Company Limited (WBSEDCL),

Power House Complex, 2nd Mile, Sevoke Road,

Siliguri, Darjeeling- 734001, West Bengal

Website : www.wbsedcl.in

Contact Tel. nos. : 0353-2542735/2540614

Email id : cehwbsedcl@gmail.com

(A. K.Pandey)

**CHIEF ENGINEER (HYDEL)**