



SELECTION OF CONTRACTOR FOR "COMPLETE OPERATION AND ROUTINE MAINTENANCE OF TRUCK TERMINAL-3 AT NORTHERN ZONE OF PANAGARH INDUSTRIAL PARK", PANAGARH, PASCHIM BARDHAMAN

E TenderReference No. : WBIDC/PIP/TT-3/OM/2024-25
E Tender Id : 2024_WBIDC_782745_1
Proposal Issue Date : 11-12-2024
Last Submission Date : 09-01-2025

TENDER DOCUMENT

December – 2024

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.

(A Government of West Bengal Undertaking)

PROTITI, 23 ABANINDRANATH TAGORE SARANI

KOLKATA – 700017, WEST BENGAL

TEL : +91-33-22553700

FAX : +91-33-22553737

WEB: www.wbidc.com

CORPORATE IDENTITY NUMBER: U75142WB1967SC026988

Disclaimer

1. The information contained in this Tender Document provided to the Bidder(s), by or on behalf of WBIDC or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

2. The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their Quotation. This tender document does not purport to contain all the information each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for WBIDC, its employees or advisors to consider The business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources WBIDC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

3. WBIDC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document or may reject the quotation.

TABLE OF CONTENTS

Sl. No.	Section	Description	Page No.
01	I	Important Dates, Notice Of Advertisement & Inviting e-Tender	4-6
02	II	Introduction	7-8
03	III	Instruction to Bidder	9-14
04	IV	Mode of Selection	15
05	V	Eligibility	16
06	VI	General Condition Of Contract	17-22
07	VII	Scope of the Work	23-23
Sl. No.	Appendix	Description	Page No.
01	A	Draft Covering Letter	24
02	B	Format for Details of Bidder	25
03	C	Draft Power of Attorney for Signing of Proposal	26
04	D	Format of Project Data Sheet	27
05	E	Format for Details of Team Member to be deputed	28
06	F	Format for List of List of Equipments / Instruments	29
07	G	Draft Contract Agreement	30-35

SECTION - 1

LIST OF IMPORTANT DATES

Tender Reference No. : WBIDC/PIP/TT-3/OM/2024-25

1. Name of work : **Complete Operation and Routine Maintenance of Truck Terminal-3 at Northern Zone of Panagarh Industrial Park”, Panagarh, Paschim Bardhaman.**
2. Service Period : **1100 (Eleven Hundred) days from the date of issue of Work Order.**
3. Date of issue of Notice Inviting Bid : **11/12/2024 at 13:00 hours.**
4. The total Tender Document can be downloaded from the e-procurement portal www.wbtenders.gov.in / www.wbidc.com from
5. Time and Date of Pre-Bid Meeting : **16/12/2024 at 15-00 hours.**
6. Venue of Pre-Bid Meeting : **Office of West Bengal Industrial Development Corporation Limited, Protiti, 23, Abanindranath Thakur Sarani, Kolkata-700017.**
7. Bid uploading start Date : **19/12/2024 at 13-00 hours**
8. Last Date for Submission of Bid(s) : **09/01/2025 at 13-00 hours.**
(As per server clock).
9. Time and Date for opening Technical Bid/Bids : **13/01/2025 at 13-00 hours**
(as per server clock).
Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700017.
10. Time, Date and Place of opening Financial Bids : **Will be intimated later to the technically qualified bidder(s)**
11. Last date of Bid validity : **120 (one twenty) Days** from the last date of bid submission.

NOTICE OF ADVERTISEMENT

E-Tender Ref No. : WBIDC/PIP/TT-3/OM/2024-25
E-Tender Id: 2024_WBIDC_000000_01

West Bengal Industrial Development Corporation Limited (WBIDC) invites two part e- tenders from renowned, resourceful, experienced and eligible Contractors for undertaking the following work:

1.	Name of work: Complete Operation and Routine Maintenance of Truck Terminal-3 at Northern Zone of Panagarh Industrial Park”, Panagarh, Paschim Bardhaman.
2.	Location of Site: Panagarh, West Burdwan, West Bengal
3.	Monthly amount payable to WBIDC: To be quoted in % above/below/at par the base rate. (Including GST & Cess)
4.	Earnest Money: Rs. 1,50,000.00/- (Rs. One Lakh Fifty Thousand Only) to be transferred through RTGS.
5.	Service Period: 1100 (Eleven Hundred) days from the date of issue of Work Order.
6.	The total Tender Document can be downloaded from the e-procurement portal https://wbtenders.gov.in from 11/12/2024 at 19.00 Hrs.
7.	Pre bid Meeting will be held on 16/12/2024 at 11.00 hrs. at the office of West Bengal Industrial Development Corporation Limited.
9.	Date and time for submission of Online Tender (Start) : 19/12/2024 at 13.00 Hrs.
10	Last date and time for submission of Online Tender : 09/01/2025 at 13.00 Hrs.
11	Date of opening of Technical Bids: 13/01/2025 at 13.00 Hrs.

NOTICE INVITING e-TENDER

E-tenders are invited on behalf of WBIDC by Managing Director, WBIDC, PROTITI, 23, Abanindranath Tagore Sarani, Kolkata – 700 017 for the following work:-

1.	Name of work	Complete Operation and Routine Maintenance of Truck Terminal-3 at Northern Zone of Panagarh Industrial Park”, Panagarh, Paschim Bardhaman.
2.	Location of work	Northern Zone of Panagarh Industrial Park, Panagarh, Paschim Bardhaman.
3.	Cost of the Work	Rate to be Quoted
4.	Service Period	1100 (Eleven Hundred Thirty) days from the date of issue of Work Order.
5.	Base Price	Rs. 7,50,000.00 (Rupees Seven Lakh Fifty Thousand Only) per month to be paid to WBIDC (Inclusive GST).
6.	Qualification criteria	The bidder must be a reputed and reliable company having the following credentials: <ul style="list-style-type: none"> a. The bidder should have experience of work as per mentioned in Section-V of NIT. b. Bidder should not be black listed with any State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute organization.
7.	Earnest Money	Rs. 1,50,000.00 /- (Rupees One Lakh Fifty Thousand Only) to be submitted only through online during submission of bid. The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e-tender. The bid stands cancelled in its entirety if the EMD is not provided.
8.	Availability of Tender Documents	Tender documents will be available w.e.f. 11/12/2024 from the e-procurement portal www.wbtenders.gov.in or www.wbidc.com .
9.	Site Visit	Bidders are advised to visit the site before submission of bid.
10.	Pre-Bid Meeting:	16/12/2024 at 11.00 hrs.
11.	Bid uploading Start Date	19/12/2024 at 13.00 hours
12.	Last date of Submission of tender	Bidding documents, signed by authorized person of the bidder, must be submitted online on or before 09/01/2025 at 13-00 Hrs. (as per server clock).
13.	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement portal www.wbtenders.gov.in .
14.	Date, time and venue of opening of Technical Bid	13/01/2025 at Time: 13-00 hours (as per server clock). Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.
15.	Date and Time of Opening of Financial Bid	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
16.	Validity of the bid	120 (one twenty) days from the date of submission of tender.
17.	Taxation	Taxes on materials and/or finished work like works, contract tax, etc. in respect of this contract whether in vogue or may be imposed in future shall be payable by the contractor and WBIDC will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed on to WBIDC.

SECTION: II

INTRODUCTION

1. Scope of Job :

This part covers scope of work named “Complete Operation and Routine Maintenance of Truck Terminal-3 at Northern Zone of Panagarh Industrial Park”, Panagarh, Paschim Bardhaman.”

WBIDC now desires to select a contractor for the work. In this connection, WBIDC invites tenders from the renowned, resourceful, experienced and eligible Contractors for providing following services of the above mentioned work:

- a) Complete Operation and Routine Maintenance Of Truck Terminal-3 , Including Its Dormitory Block , Toilet Block , Security , Parking Management , Garbage Cleaning , Illumination and Other Standard Facilities taking over on as is where is basis at Panagarh , Against Collection Of Parking Fees , Toilet Usage Fee , Lodging & Fooding Charges.*

- b) In this connection any unauthorized Truck Parking over WBIDC Internal Roads to be strictly restricted through spot fine, depending upon the time duration & cause of parking.*

2. Amendment of Bidding Documents:

At any time before the submission of proposals, WBIDC may, for any reason modify the documents by amendment before the due date for submission of bids , WBIDC may modify the bidding documents by Uploading the addenda in the website.

Any addendum thus uploaded shall be part of the Tender Documents.

3. Earnest Money Deposit(EMD)

*Each Bidder have to submit an Earnest Money Deposit for an amount of **Rs. 1,50,000.00/- (Rs One Lakh Fifty Thousand)** only through RTGS/ Net Banking. This amount will be refunded back automatically to the unsuccessful bidder after the formal agreement in between the H1 bidder & WBIDC. The Earnest Money of the successful bidder (H1 & H2) will be refunded after issuance of Work Order as per norms of WBIDC.*

EMD shall be forfeited in the following cases:

- If any information or document furnished by the Bidder turns out to be misleading or untrue in any material aspect; or fails to submit performance security as mentioned in Tender Document.*

- If the successful Bidder fails to execute the Contract Agreement within the stipulated time or any extension thereof provided by WBIDC.*

- If Contractor wants to put any type of condition at any stage of Bidding.*

4. Additional Performance Security Deposit :

Details are described in SECTION-III clause 17.

5. Pre-Bid Meeting

- 5.1 A prospective Bidder requiring any clarification on the bidding document may attend pre bid meeting with their queries in writing. A pre-bid meeting is scheduled at 15.00 hrs. On 16/12/2024 in the office of WBIDC, who, may, on its own discretion, forward its responses to all Bidders and would include a description of the enquiry without identifying its source at its sole discretion.*
- 5.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. In this regard bidder(s) are requested to visit the park before meeting*
- 5.3 The bidder(s) is requested to submit any questions in writing or by mail so as to reach WBIDC not later than 48 hours before the meeting.*
- 5.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.*
- 5.5 It is presumed that all the bidders have visited the site and got themselves acquainted with the site conditions. It is also presumed that all the bidders have gone through the BOQ and technical specifications and got themselves acquainted with the said documents. The BOQ provided in this tender document is not exhaustive. Any other items required to complete the work, commissioned and aesthetically good are in the scope of the bidder. Bidder should consider all the items required for same. No extra claim of the Contractor will be entertained in this regard.*
- 5.6 All type of Statutory Approvals shall be in the scope of the bidder.*

6. Address for Communication

*Mr. Gopinath Chattopadhyay
Advisor (Project), WBIDC
Phone no. 033-22553851*

*Mr. Sk Manirul Islam
Executive Assistant (IP&P)
Phone No. 033-22553876*

SECTION: III

INSTRUCTION TO BIDDER

1. *WBIDC desires to select a successful contractor for the above work as mentioned in Section- II.*
2. *The Proposal would be evaluated on the basis of the evaluation criteria set out in this Bidding document in order to identify the successful bidder (“Successful Bidder”). The Successful Bidder is required to enter into a Contract Agreement with WBIDC and the draft of the same is set out in Appendix.*
3. *The details scope of work is set out in clause No. 1 of Section-II and as per scope of work describe.*
4. *The Proposals received from eligible bidders shall be evaluated on the basis of the criteria set out in this bidding document. Each Bidder shall submit a maximum of one (1) bid for the work, in response to this bidding document. Any Bidder who submits more than one bid for the work shall be disqualified.*
5. *All documents relating to the bid shall be in English.*
6. *At any time prior to the Proposed Due Date, WBIDC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the Bidding document by the issuance of Addendum.*
7. *The Bid shall remain valid for a period not less than 120 days from the Bid Due Date (Bid Validity Period). WBIDC reserves the right to reject any Proposal, which does not meet this requirement.*
8. ***Submission of Document***

The Bidding document is to be submitted through online in two folders at a time, one is Technical Proposal & the other is Financial Proposal before the prescribed date and time using the Digital Signature (DSC). The virus scanned copies of the documents are to be uploaded after being duly digitally signed. The documents will get encrypted. Successful Bidder have to submit hard copy of complete set of Part I and part II Submission.:

8.1 Part I Submission: Technical Proposal:

The Technical Proposal should contain scanned copies of the following in two cover folders:

A. Statutory Cover containing the following digitally signed documents:

- a) Covering letter as per Appendix B*
- b) RTGS/ NET BANKING Slip of EMD Deposit*
- c) An affidavit that the information furnished with the bid documents is correct in all respects*
- d) Tender Document*
- e) Addenda issued in accordance with Clause 2 of Section II / Pre Bid Minutes*

B. Non-Statutory Cover containing the following digitally signed documents:

<i>Sl. No.</i>	<i>Category Name</i>	<i>Sub Category Description</i>	<i>Details</i>
1	Certificate	Certificate	i) Last three year IT Return Copy
			ii) PF & ESI Certificate
			iii) Up to date Professional Tax clearance Certificate
			iv) GST Registration certificate
			vi) Valid Trade License
			vii) PAN card, Partnership Deed/ Incorporation Certificate
2	Credential	Credential	a. Details of Bidder and details of Staffs to be deputed as per Appendix B & E (Original in hardcopy of E to be produced before signing of Contract Agreement, if selected)
			b. List of Equipment's / Instruments as per Appendix F
			c. Details of Work Experience with all supporting Documents as per Appendix E, Similar nature job Work orders & Completions as per SECTION-V I(b) . (Payment Certificate will not be treated as credential)
3	Financial Information	P/L & Balance Sheet 2021-2022	A minimum average yearly turnover of at least Rs. 20.00 Lakh in the last three preceding years
		P/L & Balance Sheet 2022-2023	
		P/L & Balance Sheet 2023-2024	
4	Stamp Paper	Power of Attorney	To be furnished on Stamp paper of relevant value as per Appendix C. (Original in hardcopy to be produced before signing of Contract Agreement, if selected)
		Joint Venture/ Consortium Agreement	Deleted
5	Declaration	Declaration-1	Addenda issued in accordance with Clause 6 of the ITB and / or Minutes of Pre-Bid Meeting in accordance with Clause 4 & 5 of ITB

9.2 Part II Submission: Financial Proposal:

The Financial Proposal contains the following documents:

- *Priced bill of quantities (filled in BOQ) duly signed digitally. Bidder should have to write same percentage in both Sheet 1 and Sheet 2 of the BoQ. Amount in BoQ 1 Sheet of BoQ will be filed up automatically.*

Note:

- ❖ *The Financial Proposal is inclusive of all out pocket expenses incurred by the bidder.*
- ❖ *The Financial Proposal shall be inclusive of GST, CESS and other all type of taxes & duties.*
- ❖ *The proposal shall be inclusive of cost of factory inspection / third party inspection of all items.*
- ❖ *In case of difference in amount quoted in figures and words, the value quoted in words would be considered for evaluation.*
- ❖ *The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment*

***Submission of Statutory and Non-Statutory covers is compulsory for acceptance of the bid.*

***Fill up the BOQ format is compulsory for acceptance of the bid.*

9.3 *WBIDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.*

9.4 *The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. WBIDC shall not be liable for any non-examination of documents. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.*

9. Proposal Due Date

9.1 *Proposals should be uploaded before mentioned time. IST on Proposal Due Date as indicated in the Schedule of Bidding Process.*

9.2 *WBIDC may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.*

10. Opening of Proposals and Clarifications

10.1 *WBIDC would open the Part I Submission of the Proposals on Due Date as mentioned for the purpose of evaluation.*

10.2 *The Part II Submission of the shortlisted/technically qualified Bidders shall be opened after intimation of the date and time of such opening.*

10.3 *WBIDC reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this Bidding document.*

10.4 *To facilitate evaluation of Proposals, WBIDC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.*

11. Process to be Confidential

11.1 *Information relating to the examination, clarification, evaluation, and comparison of bids*

and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

12. Clarification of Bids and Contacting the Employer

12.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

12.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

13. Correction of Errors

13.1 Bids which are determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between the rates in figures and in words, qualifying amount favorable to WBIDC will govern the contract.*
- b. Where there is a discrepancy between the line item total resulting from multiplying the unit by the quantity, the amount quoted favorable to WBIDC will govern.*
- c. The amount stated in the Bid will be adjusted by the Employer in accordance with the above*
- d. Procedure for the correction of errors and shall be considered as binding upon the Bidder. If The Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause-3 of Section-II.*

14. Evaluation

14.1 The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in Section V & VI.

14.2 As part of the evaluation, the Part I Submission shall be checked for correctness with the requirements of the Bidding document and only those Proposals which are found to be correct would be further revaluated in accordance with the criteria set out in this Bidding Document.

14.3 The Part I Submission would be considered if it meets the following conditions:

- a. It is received / deemed to be received by the Proposal Due Date including any extension thereof.*
- b. It contains all the information and documents as requested in the Bidding Document.*
- c. It contains information in formats specified in this Bidding Document.*
- d. It mentions the validity period as set out in Clause 7 of ITB.*
- e. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by WBIDC without communication with the Bidder). WBIDC reserves the right to determine whether the information has been provided in reasonable detail.*
- f. There are no inconsistencies between the Proposal and the supporting documents.*

14.4 A Proposal that is substantially qualified is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- i. Which affects in any substantial way, the scope, quality, or performance of the*

Assignment,

ii. Which limits in any substantial way, inconsistent with the tender, WBIDC rights or the Bidder's obligations under the Agreement, or

iii. Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

14.5 The qualified Proposals shall be evaluated as per the criteria set out in Section V.

14.6 WBIDC will select the successful bidder as Higher Cost Basis (HCB) method.

14.7 In case there are two or more Bidders gives same value, WBIDC, May in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of WBIDC.

14.8 Selection of H1 bidder is purely provisional and not gives any guarantee regarding issuance of LOA/ Work order.

14.9 LOA or Work Order will be issued to H1 bidder subject to getting administrative approval / sanction of fund from IC &E Dept.

14.10 WBIDC reserves the right to reject any Proposal,if:

- at any time, a material misrepresentation is made or discovered; or*
- The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.*

14.11 In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, WBIDC shall declare the Preferred Bidder as the Successful Bidder. WBIDC will notify the Successful Bidder through a Letter of Acceptance (LOA) that its Proposal has been accepted.

15. The Successful Bidder(s) shall execute the Contract Agreement within one week of the issue of LOA or within such further time as WBIDC may agree to in its sole discretion.

16. If the Successful Bidder(s) shall not execute the Contract Agreement within one week, WBIDC may take any decision in its so discretion.

17. Security Deposit:

a) The total amount retained as Security Deposit will be repaid to the contractor when service period has expired and the Engineer has certified that all establishments is without any dismantled or defects notified by the Engineer Bellow mentioned amount to be submitted as a security deposit:

- i. 30 days payment Quoted Rate will be taken as a Security Deposit to be online transferred to WBIDC & EMD amount will be adjusted.*
- ii. 30 days payment will be taken as a Bank Guarantee.*

No interest can be claimed on the amount of security deposit which will be lying with the employer

b) Selection of H1 & H2 bidder through E tender is purely provisional.

c) *LOA or Work Order will be issued to H1 bidder subject to getting administrative approval from IC &E Dept.*

19. Terms of Payment:

a. *The payment for the work to WBIDC will be made by the contractor within 10th day of every month. Any delay of payment will be taken with a penalty or late fine of 1% of the quoted amount for each day of delay.*

b. *In case of successful bidder is payment to WBIDC for consecutive **three months (03)**, the contract will automatically be cancelled with forfeiture of all deposit.*

20. under Quality and Incomplete Execution of Job:

*Works carried out in a manner deemed to be of poor or under-quality or incomplete will attract penalty/reconstruction as decided by WBIDC, reduced or non- payment of Bills and initiation of actions against the executor as per the norms of WBIDC. Payment of Bills may be withheld for these reasons and such other factors as may be attributable to the executor. **The Security Deposit, Earnest Money shall stand forfeited in such an eventuality.***

21. Acceptance of the Executed Job:

The entire job has to be carried out in a manner and fashion in terms with the specifications laid out in the NIT and as per the best of the engineering practices. All data, documents, reports generated and submitted will be scrutinized by Executive Director WBIDC, before an Acceptance Certificate is issued to the executor. In the event of non - acceptance of the job / part of the job, right is reserved by to deduct such sum of money from the Bills as may be commensurate with the unaccepted job / unaccepted part of the job. The Security Deposit, Earnest Money shall stand forfeited in such an eventuality.

22. Arbitration:

In case of any dispute with regard to interpretation of any section as contained in the tender document or as may arise by and between the contracting parties the same shall be referred to the Managing Director of WBIDC whose opinion shall be prevailed as final and binding on all the parties.

SECTION IV
MODE OF SELECTION

1. Proposal Evaluation:

The Technical Proposal will be opened before the Screening Committee and after appraisal the technically qualified Contractor will be screened. The date of opening of Financial Proposal will be informed to the technically qualified Contractor only.

The Part I Submission of the Proposal would first be checked for correctness with the requirements of the Bidding Document. (Stage I Evaluation).

In case the Proposal is found to be correct the Technical Proposal would be evaluated (Stage II Evaluation):

The Technical Proposal would be evaluated on the various aspects. As part of the evaluation of the Technical Proposal, WBIDC may also request the Bidder to submit clarifications.

The Part II Submission shall be opened for evaluation of those bidders who will be technically qualified in Part I. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this Bidding Document. WBIDC reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially meet with the requirements of this Bidding document.

Part II Submission shall be opened with due intimation to all the technically qualified Bidders who have met the requirements of Stage I and Stage II evaluation.

2. Selection

Selection will be done on the basis of higher cost basis (HCB) method.

In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, WBIDC shall declare the Preferred Bidder as the Successful Bidder. WBIDC will notify the Successful Bidder through a Letter of Acceptance (LOA) that its Proposal has been accepted as mentioned in ITB Clause no. 10.

The Successful Bidder(s) shall execute the Contract Agreement within one week of the issue of LOA or within such further time as WBIDC may agree to in its sole discretion as mentioned in ITB Clause no. 11

- 3.** *Selection of H1 bidder through E Tender is purely provisional. LOA or Work Order will be issued to H1 bidder only after getting administrative approval / Sanction of fund from IC & E Dept./Finance Dept., Govt. of West Bengal. No Alternation of Fees will be accepted for this.*
- 4.** *Any data insufficiency in Technical Proposal & Financial Proposal will lead to rejection of Bid. WBIDC reserves the right to accept or reject any of the Bids without assigning any reason thereof and without thereby incurring any liability to the affected parties. WBIDC takes no responsibility for delay, loss or non-receipt of offer or any letter sent by post either way.*
- 5.** *Selection will be made based on particulars and documents furnished by the applicant as required and satisfactory verification carried out by WBIDC. If any information furnished by the applicant is found incorrect at a later stage they shall be liable to be debarred from tendering & taking up the work. WBIDC reserves the right to verify the particulars furnished by the applicant independently.*

SECTION V

ELIGIBILITY

1. General Eligibility:

The Bidder(s) should have fulfilled the following criteria for both Part-I & Part-II

- (a) *Intending bidders should have minimum 3 years' experience in work as defined in scope of Work.*
- (b) ***Intending bidders should have at least one operator of Parking Plaza, Parking Terminal, Toll Plaza, Security & Housekeeping, Govt. Guest House or similar work provided that such similar works should have been implemented in Government Department, Zilla Parishad, Government undertaking / Statutory Bodies constituted under the statute of the Government. Working certificate along with contact number of the Client should be submitted. In the case of works undertaken for P.W.D./ C.P.W.D./ M.E.S./ Railways, a working Certificate from the concerned Executive Officer will be treated as valid credential.***
- (c) *Intending bidders should have experience in similar type of work.*
- (d) *Bidders should have one technical person consists of Electrical Supervisor, Diploma or IT as necessary to depute at the site to implement the jobs.*
- (e) *Intending bidders should have necessary financial and managerial capabilities.*
- (f) *Intending bidders should have average annual financial turnover during the last three years of at least **Rs. 20.00 Lakh.***
- (g) *Intending bidder has to submit the following documents online (No offline bid will be entertained):*
 - a. *Covering letter as per Appendix B*
 - b. *RTGS / NET BANKING Slip of EMD Deposit*
 - c. *Credential of similar nature of jobs & last 3 F.Y. P/L balance sheets, turnover certificate from CA*
 - d. *An affidavit that the information furnished with the bid documents is correct in all respects;*
 - e. *Professional Tax clearance Certificate/ GST return.*
 - f. *Valid Trade license.*
 - g. *PAN, GST certificate, PF and ESI registration no.*
 - h. *Copies of Income Tax Return filed in previous three Financial Years.*
 - i. *Tender Documents.*

Addenda issued in accordance with Clause 4 of Section II/Pre Bid Minutes

NOTE: Documentary Evidence in Support of the above should be submitted.

2. Technical Eligibility

The Bidders should have the experts to toll collection personals for particularly this project and to depute at Site also having following minimum experiences:

- I) *One Electrical Supervisor, At least ITI having three years on job experience of similar type of work.*

SECTION VI
GENERAL CONDITION OF CONTRACT

1. DEFINITIONS AND REQUIREMENT OF CONTRACT

(i) CONTRACT DOCUMENT

The terms contract document means the noticeinviting tender, tender form, Instruction to tenderers, safe code, Preamble conditions of contract, specifications, Articles of Agreement.

(ii) CONTRACT

The term “Contract” means the written agreement between employer i.e. “WBIDC” and contractor, the contract documents all corrigendum issued by WBIDC and all letters exchanged between the WBIDC and the contractor before the agreement, Specifications and Drawings, Priced Schedules, and amendments etc. thereto which WBIDC may furnish during progress of work.

This Contract shall be governed by Indian Laws for the time beginning force.

(iii) THIS CONTRACT

Shall mean the entire documents comprising the tender notice, General Instruction to tenderer, Letter from Contractor and annexure, articles of agreement, Conditions of Contract, Special conditions of contract, Safety code, Contractor’s liability and Insurance summary appendices specifications, designs and detail drawings for the work addenda, instruction issued by the employer i.e. WBIDC / Consultant and all other documents for full execution of the contract. The Contractor shall deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and price coated in the schedule of quantity.

(iv) INTERPRETATION

In construing these conditions the specification, the schedule of quantities, tender & agreement, the following words shall have the meaning therein assigned to them except where this subject or contract obligation requires.

(v) EMPLOYER

The term employer shall denote WBIDC or any of its officers/representative authorized on them behalf.

(vi) CONTRACTOR

The term contractor shall mean the individual or from or company while incorporated or not undertaking the work and shall include legal representative(s) of such individual or persons comprising such firm or Company or Successors of such firms or company as the case may be and assigns of such individual or firm or company.

(vii) SITE

The site shall mean the site where the work is to be executed as shown in site plan allotted by the Employer to Contractor.

(viii) ACCEPTED RISKS

Means the risks on the site accepted by the accepted officer (WBIDC) of riots (otherwise than among contractors employees), war, invasion, act of foreign enemies, hostilities, Electrical work, rebellion revolution, insurrection military or usurped power, damaged from aircraft and

act of god such as earthquake, lighting, unprecedented flood and tornado.

2. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges including all taxes etc. as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer/Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

3. TENDERS

The entire set of tender paper issued to the tenderer should be submitted duly priced and signed on the last page together with initials on every page initials/signature will indicate the acceptance of the tender papers by the tender

The schedule of quantities shall be filled in as follows:

- i) The "Rate" column to be legibly filled in ink in both English figures and English words.*
- ii) All corrections/overwriting are to be initialed with the seal of the Firm.*
- iii) The "Rate Column" for alternative items if any shall be filled up.*
- iv) The "Amount" for alternative items if any of which the quantities are not mentioned shall not be filled up.*
- v) No modifications writings or corrections can be made in the tender papers by the tenderer.*

4. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties, royalties, cess excise, sales tax, work contract sales tax or any other taxes or local charges if applicable but excluding GST. No extra claim on this account will in any case be entertained.

5. TERMINATING OF CONTRACT BY EMPLOYER

If the contractor, in the opinion of the Employer/Contractee/PMC, fails or neglects to fulfill any or all terms and conditions of the agreement, the Employer/Contractee shall be entitled to terminate this agreement, without assigning any reason, by a written notice of thirty (30) days to the Contractor and the Contractor shall not have any right to claim any damage / compensation from the Employer for the same.

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

6. SECURITY ARRANGEMENTS

Proper arrangements shall be made to keep all records under lock and key.

7. **WORKING HOURS**

Site office working hours shall normally be fixed as may be prevailing in the locality. Normally no construction work of important structural nature shall be carried out on Saturday, Sundays, holidays and during nights. In exceptional circumstances, however, the work may be carried out with prior approval of the Site Engineer who shall depute Supervising staff to be present on the occasion.

8. **GUARANTEE**

Wherever the tender provides for submission of a specific guarantee to keep any specialized work efficient and trouble free for a specific period the sums shall be submitted from the specialized agency along with a counter guarantee by the main Contractor engaged for the work. The specialized agency and the main Contractor shall furnish the Guarantee as mentioned above on non-judicial stamp papers of appropriate values. If the Contractor is required to submit Guarantee/Guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 (twelve) months as stipulated in the Contract.

9. **INCOME TAX/SALES TAX ON WORKS CONTRACT/OTHER TAXES**

Statutory deductions on account of Income Tax/Sales Tax on works contract and other taxes legally payable by the Contractor shall be made from all and final payments as per extant statute.

10. **ROOM FURNITURE**

ROOM FURNITURE: Necessary room furniture for Canteen Block, Dormitory & Kitchen will be arranged by the deputed contractor. In this context no furniture will be provided by WBIDC authority.

11. **FIRST – AID FACILITIES**

The Contractor shall at his own expenses arrange to ensure availability of medical attendance promptly when necessary. He shall provide properly equipped First-Aid station, In charge of qualified persons at suitable location within easy reach of the workmen and staff. The Contractor shall also provide for transport of serious cases to the nearest hospital. The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies referred in Clauses 37 of General Conditions of Contract and also for all other damages to any person, animal or property arising out of incidental to the negligence of defective carrying out of this Contract. He shall also indemnify the Employer in respect of any cost, Charges or expenses arising out or any claims or proceedings and also in respect of any award of compensations and damages arising there from.

The Employer shall be entitled to deduct the amount of any damage, compensation, cost charges and expenses arising from or occurring from, or in respect of any such claims or damages from any or all sums due or become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

12. **REPORTS AND REGISTER**

Contractor shall maintain at site daily records truck parking & visitors to comply the administrative norms & criminal offence. Also applicable for labours engaged and construction equipment's deployed. These daily records shall be made available/accessible to the Employer's as and when required by him.

13. *SITE ORDER BOOK*

For the purpose of quick communication, the Contractor shall maintain and preserved at site, a book with machine numbered pages in triplicate. Any instruction/Advise given and recorded in the site order book by the Employer shall be considered as a notice served on the Contractor.

14. *LABOUR*

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

15. *COMPLIANCE WITH LABOUR REGULATIONS*

During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye laws /Acts /Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer /Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

16 *THE APPRENTICES ACT 1961*

The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

- a) ***Workmen Compensation Act 1923:*** *-The Act provides for compensation in case of injury by accident arising out of and during the course of employment.*
- b) ***Payment of Gratuity Act 1972:*** *- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.*
- c) ***Employees P.F. and Miscellaneous Provision Act 1952:*** *The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The*

benefits payable under the Act are:

- i. Pension or family pension on retirement or death as the case may be.*
 - ii. Deposit linked insurance on the death in harness of the worker.*
 - iii. Payment of P.F. accumulation on retirement/death etc.*
- d) **Maternity Benefit Act 1951:** - *The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.*
- e) **Contract Labour (Regulation & Abolition) Act 1970:** - *The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.*
- f) **Minimum Wages Act 1948:** - *The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.*
- g) **Payment of Wages Act 1936:** - *It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.*
- h) **Equal Remuneration Act 1979:** - *The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.*
- i) **Payment of Bonus Act 1965:** - *The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.*
- j) **Industrial Disputes Act 1947:** - *The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.*
- k) **Industrial Employment (Standing Orders) Act 1946:** - *It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.*
- l) **Trade Unions Act 1926:** - *The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.*
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - *The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.*
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - *The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in*

one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

SECTION VII

SCOPE & SERVICE OF THE WORK

This part covers scope of work named “Complete Operation and Routine Maintenance of Truck Terminal-3 at Northern Zone of Panagarh Industrial Park”, Panagarh, Paschim Bardhaman.” To execute the above mentioned job & provide service, the entrusted engaged contractor will be agreed to collect the following rate/fees which has been embedded by the competent authority of WBIDC as below mentioned:

<i>SL NO</i>	<i>DESCRIPTION</i>	<i>CHARGES</i>
1.	<i>Parking of Trailer, Truck, HMV,LMV,CAR</i>	<i>Rs. 10@ per hour (No additional charges applicable)</i>
2.	<i>Toilet Service</i>	<i>Urinal - Rs. 2 @ per head/use Latrine- Rs. 5 @ per head/use Bath- Rs. 5 @ per head/use</i>
3.	<i>Fooding (There is no cap limit for food charges but a minimum veg thali of 40.00 Should be always available in canteen)</i>	<i>Basic Veg Thali Rs. 40.00 per Meal</i>
4.	<i>Lodging (Single Bed with mattress, Single Bedcover, One pillow, Mosquito Net & Blanket in winter)</i>	<i>Rs. 100 @ per bed (24 Hours)</i>

Details Scope of Work:

<i>Sl.No.</i>	<i>Name of work</i>	<i>Estimated Amount expected from the operator in every day (Rs.)</i>
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
1.	<i>Complete operation and routine maintenance of Truck Terminal-3, including its Dormitory Block, Toilet Block, Security , Parking Management , Garbage Cleaning , Illumination and other standard facilities taking over on as is where is basis at Panagarh , against collection of Parking fees , Toilet usage fee & Lodging charges.</i>	<i>Rs.7,50,000.00 (Rupees Seven Lakh Fifty Thousand Only)</i>

*****Payment to WBIDC shall be done by the contractor as per ITB (Section-III) clause no-19.***

Appendix A

Covering Letter

(On the Letterhead of the Bidder or lead Member in case Bidder is Joint Venture/LLP)

Date:

To:

Ref: Complete Operation and routine maintenance of Truck Terminal-3 at Northern Zone of Panagarh Industrial Park”, Panagarh, Paschim Bardhaman.

Dear Sir,

Being duly authorized to represent and act on behalf of.....(hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____(Name of Bidder) for the captioned Project with the details as per the requirements of the Bidding Document, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from _____(insert Proposal Due Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the Bidding document provided to us.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(NAME, TITLE AND ADDRESS OF THE AUTHORIZED SIGNATORY)

Appendix B
Details of Bidder

(On the Letter Head of the Bidder, to be filled separately for both the members of Joint Venture/LLP in case Bidder is Joint Venture/LLP)

1. Details of Organization:

(a) Name of the Organization

(b) Address

(c) Year of Establishment

(d) Status of the firm (Whether Company/Firm/Proprietary)

(e) Name of Directors/Partners/Proprietor.

(f) Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date.

(g) Mention PAN No. of I.T and furnish copies of I.T return for last 3 years.

(h) Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years i.e., as on 31.03.24, 31.03.23 & 31.03.22.

(i) If your empaneled with other Govt. /Semi Govt./Statutory Agency, if so, furnish details.

(j) Specify turnover in table for last 3 years. In Rs (Lakhs) (2024-2023, 2023-2022, 2022-2021)

(k) Other relevant information

(A separate sheet may be attached if needed)

Appendix C
POWER OF ATTORNEY

(On Stamp paper of relevant value)

*Know all men by these presents, we..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms..... (name and residential address) who is presently employed with us and holding the position of as our Attorney ,to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for “**Complete Operation and routine maintenance of Truck Terminal-3 at Northern Zone of Panagarh Industrial Park”, Panagarh, Paschim Bardhaman under WBIDC LTD”.**” including signing and submission of all documents and providing Information*

/ responses to WBIDC in all matters in connection with our Proposal for the said Work. We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done buys.

Dated this the Day of,2025

*For.....
(Name and designation of the person(s) signing on behalf of the Bidder)*

Accepted

*..... (Signature)
(Name, Title and Address of the Attorney)*

Date :

Note:

- 1. To be executed only if the Bidder is a Company or Partnership firm*
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the Power of Attorney.*
- 3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.*

Appendix E

Format for Team members to be deputed

Using the format below, provide information on each team member to be deputed for the service.

Firm's Name: _____

<i>Sl. No.</i>	<i>Name, ContactNos. &EmailAddress</i>	<i>Qualification and Name of theInstitutes</i>	<i>Relevant Experience</i>	<i>Position in the Organization</i>

Note: A separate sheet may be attached if needed & provide after the receiving Work Order.

Appendix F

Format for List of Equipment / Instrument

Using the format below, provide information on availability of Major Equipment's / Instruments of Contractor proposed for carrying out the Works.

Item of Equipment	<i>Description, make, and age (Years), And capacity</i>	<i>Condition (new, good, poor) and number available</i>	Owned, leased (from whom?) To be purchased.

APPENDIX- G
Contract Agreement (Draft)

ARTICLES OF AGREEMENTS made this _____ day of _____ between M/s WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD. having its Registered Office at 23 Abanindranath Tagore Sarani, Kolkata 700017 (hereinafter referred to as the 'EMPLOYER/CONTRACTEE' which expression shall include its successor or successors and assigns) of the ONEPART.

AND

M/S _____ having its Registered Office at _____ (hereinafter referred to as the 'CONTRACTOR' which expression shall mean and include wherever context so requires or admits, its successors-in-interest, administrator and executors) of the OTHER PART.

WHEREAS the Employer is desire of executing various service for

“Complete Operation and routine maintenance of Truck Terminal-3 at Northern Zone of Panagarh Industrial Park”, Panagarh, Paschim Bardhaman under WBIDC LTD.” As per standard norms.

AND WHEREAS the Employer/Contracted is desirous to

- a) **Complete Operation and routine maintenance Of Truck Terminal-3 , Including Its Dormitory Block , Toilet Block , Security , Parking Management , Garbage Cleaning , Illumination and Other Standard Facilities taking over on as is where is basis at Panagarh , Against Collection Of Parking Fees , Toilet Usage Fee , Lodging & Fooding Charges.**
- b) **In this connection any unauthorized Truck Parking over WBIDC Internal Roads to be strictly restricted through spot fine, depending upon the time duration & cause of parking.**

AND WHERES the Employer is desirous of appointing/engaging (Name of the contractor), as its Contractor to carry out works specified in Tender Document and the contractor is desirous of being appointed through vide its letter of acceptance no. , dated -----

AND WHEREAS the engaged/appointed PMC for the said project by the Employer/Contractee shall have the right to review the design report and drawings in details provided by the Employer/Contractee, inspect and examine the acts of the Contractor on behalf of Employer/Contractee, to prepare daily/monthly/fortnight progress report which shall

beverified by its multi-disciplinary team members, verification and certification of bill and controlling of the expenditure also in reference of the said project.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and Schedule of items and quantities, General Conditions of Contract, Special Conditions of Contract including all other conditions as mentioned in the tender document, technical specifications, tender drawing and all correspondence exchanged by or between the parties from the submission of tender will the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as “the said conditions”) the work shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of Rs.(Rupees) only as therein arrived at or such other sum as Peron the basis of Item Rate Contract shall become payable there under (Hereinafter referred to as “the said Contract amount”) (Kindly Check the 2nd last lines)

AND WHEREAS the Bid Security deposited by the Contractor is retained as Security Deposit for the due performance of this Agreement.

AND WHEREAS the Employer has issued Work Order thereof to the Contractor.

NOW IT IS HEREBY WITNESSES AS FOLLOWS:

In consideration of the above and of the covenants of the parties contained herein, the Employer hereby engages..... (Name of the contractor), as its contractor for performing work, the scope of which is specified in Tender Document which appointment is here by accepted by the Contractor, on them usual terms and conditions contained below:

1. **ENGAGEMENT**

The Employer hereby engages (Name of the contractor), the Contractor Above Named for performing the works specification Tender Document perform the said works in respect of proposed project **“Complete Operation of the Truck Terminal-3 at Southern Zone of Panagarh Industrial Park”, Panagarh, Paschim Bardhaman under WBIDC LTD.”**

2. **DURATION/TENURE OF CONTRACT AGREEMENT.**

The engagement of the Contractor by the Employer/Contractee under this agreement shall be for a

period of months (including rainy season) certain, date of commencement of which is as per Clause No..... (page No.....) of Tender Document. This agreement shall automatically stand terminated upon expiry thereof unless extended by Employer/Contractee through writing.

3. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR.

The Contractor shall perform all the works specified in Tender Document to this agreement.

The Contractor shall and hereby agrees and confirms to comply with all the provisions of prevailing laws of land in respect of this project implied thereof.

The Contractor shall strictly comply with all the statutory compliances of the respective statutory authorities which may impose accordingly and the Employer/Contractee shall not be responsible for the non-compliance of the same.

In consideration of the payments to be made to the Contractor as hereinafter provided, the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said Drawings and Designs, Schedule of Quantities, Technical Specifications etc. and such further detailed Drawings and Designs, as may be furnished to the Contractor by the said Employer/Contractee through the PMC as described in the said specifications and the said price schedule of quantities.

The Employer/Contractee will pay to the Contractor the sum of Rs. _____ (Rupees _____) (Here in after called the 'Contract Sum') or such other sum as shall become payable hereunder at the times and in the manner specified in the Tender Document.

The term 'The PMC' in the said conditions shall mean M/s PMC and in the event of the said PMC ceasing to be PMC for the purpose of this Agreement such other person or persons shall be nominated for the purpose by the Employer/Contractee, provided always that no person subsequently appointed to be PMC under this Agreement shall be entitled to disregard or overrule any decision or approval expressed in writing by the outgoing PMC for the time being if the same had been done under instruction if and only if from the Employer/Contractee.

The Plans, Drawings and Designs, Schedule of Quantities, Technical Specifications, Safety Code, and documents as mentioned above shall form the part of this Agreement. And all disputes are to be decided in the manner prescribed in this said agreement only.

This Agreement comprises the various items of work and all allied works connected there with within the same site as may be ordered to be done from time to time by the said Employer through the PMC even though the said works may not be shown on the Drawings / Designs or described in the said Specifications or the Price Schedule of Quantities.

Notwithstanding what are stated in the general clauses and instructions to the Bidder and

hereinbefore stated, the Employer/Contractee through the PMC reserves to himself the right to alter the Drawings, Designs, Specifications, Safety Code, Schedule of Quantities, and nature of the work and of adding or omitting any items of works from the contract or of having portions of the same carried out internally or otherwise and such alteration so variations shall be carried out without prejudice to this Agreement.

The various clause & sub-clause of the tender document shall be read and be treated as forming part of this Agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the provisions of this Agreement on their parts respectively observing or fulfilling the conditions contained therein, replacing the Clause No. 5.42 of the respective Tender Document with the Clause No. 8 of this agreement and it shall be implied on the both contracting parties.

The Contractor shall not at any point of time have any claim whatsoever against the Employer/Contractee other than the “Contract amount”.

The Contractor shall indemnify the Employer/Contractee in so far as liability incurred by the Employer/Contractee on account of any default by the Contractor.

If the Contractor fails to discharge his duties or neglects to perform the work agreed upon to be done under as per the said agreement, the Employer/Contractee is entitled to terminate this agreement as per Clause and get the work done by / through others and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.

4. CONSIDERATION

The Employer/Contractee shall pay the Contractor, the said “Contract amount”, at the times and in the manner specified in the said conditions. Provided however, that such said “Contract amount” shall be payable only if the contractor has duly performed all its obligations and covenants under this agreement and has discharged all its functions and responsibilities to the satisfaction of the Employer/Contractee.

The said “Contract amount” is payable by the Employer/Contractee shall be as per Tender Document.

The said “Contract amount” payable shall be subject to deduction of tax as per the present governing taxation of law.

5. MISCELLANEOUS

The Contractor shall not assign, delegate, transfer, etc., any of their right/s and / or obligation/s

under this agreement to any third person/s, concern/s, firm/s, company/ies or entity /ies.

The Contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified the Employer/Contractee, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Employer/Contractee, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the contractor, while performing the conditions of this agreement.

Any amendment and/or modifications to this agreement shall be valid and binding on either party, only if such amendment/modification is mutually agreed to in writing and executed by both parties.

If any provision contained herein should be held unlawful, becomes incapable of performance by either party, is rendered void or unenforceable for any reason, that provision shall be severed from this agreement and the other provisions shall continue to be valid and performed, as if the severed provision was never a part of this agreement.

If any provision is not contained herein or in tender document specifically, the same shall be dealt with in accordance with the latest PWD SOR, 2017/ LATEST AMMENDUMS and binding on either parties as decided by the PMC and WBIDC engineers.

6. TERMINATION

If the contractor, in the opinion of the Employer/Contractee/PMC, fails or neglects to fulfill any or all terms and conditions of the agreement, the Employer/Contractee shall be entitled to terminate this agreement, without assigning any reason, by a written notice of thirty (30) days to the Contractor and the Contractor shall not have any right to claim any damage / compensation from the Employer for the same.

7. GOVERNING LAW AND JURISDICTION

This agreement shall be constructed and interpreted in accordance with the laws of India. The Courts at Kolkata district alone, to the exclusion of all other courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this Agreement.

8. DISPUTE RESOLUTION

In case of any dispute with regard to interpretation of any section as contained in the Tender document or as may arise by and between the contracting parties the same shall be referred to the Managing Director of WBIDC whose opinion shall be prevailed as final and binding on all the parties.

9. JURISDICTION

Managing Director, shall have jurisdiction for any dispute concerning the Work Order.

10. EXTRA CONDITION

WBIDC has the right to assign this Work Order to any other company at any stage of execution and the Successful Bidder shall not have any objection to this effect.

11. PENALTY

Any nonperformance / indiscipline / violation of contractual obligation either through complaints or otherwise would be taken up by the Company and they would have the right to call for written explanation and impose financial penalty (10 % of the total payable amount) according to nature/extent of violation. If the occurrence of the same is repeated twice, then the Company shall have the right to terminate the contract & invoke and forfeit balance amount as well as BG, EMD.

12. FORCE MAJEURE

If the execution of the contract/ order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then WBIDC may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WBIDC, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

13. BREACH OF TERMS AND CONDITIONS

In case of breach of any of terms and conditions mentioned in the NIT, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this WBIDC in that event and the performance bank guarantee, EMD shall also stand forfeited.

In witness whereof the parties hereto have here unto set their hands the day year first above written.

For and on behalf of

For and on behalf of

*Signed, Sealed and Delivered of WBIDC
By it's duly authorized official*

*Signed, Sealed and Delivered
On behalf of the Contractor*

Employer

Contractee Contractor

Witnessed by:

Witnessed by: