

Notice Inviting E-Quotation For Development of land including surface preparation at Milan Mela Complex, Kolkata

West Bengal Trade Promotion Organization



www.wbtpo.in

Date: 30.10.2015

NIQ Ref No: WBTPO/18/2014-15 Dated-30.10.15

WEST BENGAL TRADE PROMOTION ORGANIZATION

E-Quotations are invited from reputed Companies for Development of land including surface preparation at Milan Mela Complex. 3, JBS Haldane Avenue, Kolkata - 700046

Interested parties may download further details from WBTPO websites www.wbidc.in and www.wbtpo.in on and from 3.10.15

The Companies having experience in land development works of requisite credential mentioned in the tender document may submit their offers in conformity with the Tender Document within 14.10.15 before 6 pm. The bids are to be submitted through online to <http://wbtenders.gov.in> .

By Order
Chief Executive Officer
WBTPO

A . NOTICE INVITING e-Quotation (Through Pre-qualification)

Date : 30.09.15

The Chief Executive Officer invites e-quotation of the work detailed in the table below. (Submission of Bid through **online**)

1.	Name of work Tender Notice no.	Development of land by filling with silver sand including surface preparation with earth cushion on emergency basis.
2.	Location of work	Milan Mela premises
3.	Estimated cost of the Work	i) Rs.24,77,612.76
4.	Time of completion	One month
	Details of Work	As per schedule of work
5.	Earnest Money	Rs. 40,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/Bankers Cheque drawn on any Nationalized Bank in favour of " West Bengal Trade Promotion Organization " payable at Kolkata. The said Demand Draft/Bankers Cheque should be submitted to the office of WBTPPO on or before the last date of submission of bid. However, the scanned copy of the Demand Draft/Bankers Cheque Should be uploaded at the time of submission of bid through e-tender.
6.	Availability of Tender	Tender documents will be available from the e-procurement portal http://www.wbtenders.gov.in/www.wbidc.com
7.	Site Visit	A site visit by the bidder is necessary to understand the scope of work.
8.	Submission of tender	Bidding documents, signed by authorized person of the bidder, must be submitted online before 14.10.15 , 6 pm
9.	Procedure for submission of	Bidders are requested to submit their tenders through e-procurement portal http://www.wbtenders.gov.in/www.wbidc.com . If required, the bidders may be asked to submit the hard copy of the technical bid at the time of verification of the documents.

10.	Date, time and venue of opening of Technical Bid	Place: Milan Mela, 3.JBS Haldane Avenue, Kolkata-700046 on 15.10.15 at 2 pm. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
11.	Validity of the bid	One Twenty (120) days from the date of submission of tender.
12.	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 WBTPO will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed on to WBTPO
13.	Name of concerned Organisation	West Bengal Trade Promotion Organisation
14.	Eligibility of Bidder	<p>1. Having experience in Development of land with earth/sand/ash filling with surface preparation in Government and Semi Government Sectors statutory bodies. 20 lacs in a single contract or two similar contracts each valuing not less than 12.5 lacs or three similar works each valuing not less than 10 lacs during last five years.</p> <p>2. Average Annual financial turnover during the last 3 years, ending 31st March ,2015 should be at least 9 lacs.</p>
15.	Communication	The CEO, WBTPO, MILAN MELA 3.JBS HALDANE AVENUE, KOLKATA-700046
16.	Contacts	Phone No: 033-22517513 , Sri.Shyamal Kumar Majumder

BY ORDER
CEO, WBTPO

B. Instructions to the Bidders

- In the event of e-filing, intending bidder may download the tender documents from the website: www.wbtenders.gov.in/www.wbidc.com directly with the help of Digital Signature Certificate and earnest money may be remitted through demand draft/pay order issued from any nationalized bank in favour of the West Bengal Trade Promotion Organization and also to be documented through e-filing. The original part of online submission of EMD should be submitted physically to the office of the WBTPO under sealed covered before the date and time of opening of technical bid.

- Both **Techno Commercial bid and Financial Bid** are to be submitted concomitantly duly digitally signed in the website www.wbtenders.gov.in/www.wbidc.com.

The Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Bid & the other is Financial Bid before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

- The Techno Commercial Bid and Financial Bid should be submitted online by **14.10.15** up to 6 pm.
- The **FINANCIAL OFFER** of the prospective Bidders will be considered only if the **TECHNO COMMERCIAL Documents** of the Bidders found qualified by the Chief Executive Officer, WBTPO. The decision of the Chief Executive Officer, WBTPO will be final and absolute in this respect. The list of Qualified Bidders will be displayed both in the website and also in the Notice Board of the office of Chief Executive Officer, WBTPO and at Milan Mela on the scheduled date and time.

- **Eligibility criteria for participation in the tender**

- i. The agency who have been delisted of debarred by any government department shall not be eligible in any way.
- ii. The prospective bidders shall have in their full time engagement of experienced technical personnel.
- iii. Valid upto date clearance of Income Tax return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan Card / VAT Registration Certificate/service tax registration certificate Voter ID Card for self identification to be accompanied with the Techno Commercial Bid
- vi. 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 through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated nonresponsive.)

vii. The available **Bid capacity** (to be calculated on the basis of prescribed format) of the prospective applicant shall not be less than the estimated amount put to quotation.

viii. In case of Proprietorship, Partnership Firms and The Company Tax Audit Report in 3CD Form are to be furnished along with the balance sheet and profit and loss account, and all the schedules forming the part of Balance Sheet and Profit & Loss Account in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. (Non-Statutory documents)

ix. The prospective bidders should own/lease/arrange the required plant and machinery. Conclusive proof of machinery in working condition shall have to be submitted. (Non-Statutory documents).

x. Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application. (Non-Statutory documents).

xi. Declaration regarding Structure and Organization duly signed by the applicant to be submitted along with application.

xii. Where there is a discrepancy between the unit rate & the line item total by multiplication of the unit rate by the quantity, the unit rate quoted shall govern.

xiii. Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

xiv. The Prospective bidder shall not have any pending litigation.

xix. The prospective Bidder shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.

- **Payment Terms:**

Progressive payments will be made through Running Account Bill

- **No mobilization /secured advance** will be allowed.
- **Constructional Labour Welfare Cess @ 1(one) %** of cost of construction will be deducted from every Bill of the selected agency.

DATE AND TIME SCHEDULE :

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.Q. Documents (online) (Publishing Date)	01.10.15 at 6 p.m.
2	Documents download start date (Online)	03.10.15 at 10 a.m.
3	Documents download end date (Online)	14.10.15 at 6 p.m.
4	Bid submission start date (On line)	5.10.15 at 10 a.m.
5	Bid Submission closing (On line)	14.10.15 at 6 p.m.
6	Last Date of submission of earnest Money Deposit (Off line)	14.10.15 at 6 p.m.
7	Bid opening date	15.10.15 at 3 p.m.

N.B. : In case of any non-scheduled holiday / bandh / strike on any of the date of opening the next working day will be treated as schedule date for the purpose.

- **BID SUBMISSION & OPENING DETAILS**

Technical bid opening	WBTPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA BY 3 PM, 15/10/15
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BY ORDER
CEO, WBTPO

C. Definitions

- **The Owner shall mean West Bengal Trade Promotion Organization (WBTPO)**
- **The Owner/ Agency shall mean the party in whose favor the work will be done**
- **Engineer-in-charge shall mean the Owner's authorized Engineer to operate the contract from technical point of view**

BY ORDER
CEO, WBTPO

D. Conditions of Contract

- The Vendor will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Engineer-in-Charge at his own cost for a period of **6 months** from the date of completion of the work. If any defect/damage is found during the period as mentioned above; contractor shall make the same good at his own cost to the specification at par with instant work. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.

Also the Prospective Bidders shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and a period of 6 months from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge who may only then consider for release of part "Security Deposit"/ Full security deposit after 6 months from the date of full completion of the work at the appropriate satisfaction of Engineer-in-Charge.

No interest would be paid on the Security Deposit.

- **Price preference** will be allowed as per prevailing Government Order No.10500- F dated 19/11/2004 of Special secretary, Finance Department, Govt of West Bengal.
- **Earnest Money** : Rs 40,000/- only in the shape of Demand Draft/Banker's Cheque drawn in favor of the **West Bengal Trade Promotion Organisation** within the Bid Submission Date, scan copy of which to be uploaded along with online submission and original to be given with offline submission of documents. This clause is also applicable for all categories of applicants except those are exempted as per Government Order no. 10500-F, dated 19/11/2004 of the F i n a n c e Department, Audit Branch, Govt. of West Bengal.

- **The Earnest Money Deposit should be deposited physically in a sealed envelope with an attachment of a covering letter within the Bid Submission Date.**
- The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Quotation, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.

The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Chief Executive Officer reserves the right to reject any application for purchasing Bid Documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at the stage of Bidding.

- **Refund of EMD:** The Earnest Money of all the unsuccessful Bidder's deposited along with the Bids will be refunded on receipt of application from Bidders after placement of work order.
- **Conditional/ Incomplete tender will not be accepted.**
- The intending Bidders are required to quote the rate **online only**.
- Bidders shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
- During the scrutiny, if it come to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice. The C E O, WBTPO reserves to right to cancel the N.I.Q. due to unavoidable circumstances and no claim in this respect will be entertained.

Security Deposit:

The earnest money deposited by the Contractor shall be converted into initial Security Deposit and a deduction from each R.A. bill shall be made to build an amount equivalent to 10% of the executed value of the work. The security Deposit thus deducted shall be refunded to the contractor after successful completion of defect liability period of Six months from the date of commencement of the work certified by the Engineer –in- Charge.

- Before issuance of the **WORK ORDER**, the quotation inviting authority may verify the credential and other documents of the lowest Bidder, if found

necessary. After verification if it is found that the documents submitted by the lowest Bidder is either manufactured or false in that case work order will not be issued in favor of the said Bidder under any circumstances.

Qualification criteria:

The Quotation inviting & accepting Authority will determine the eligibility of each bidder, and the bidders shall have to meet all the minimum regarding:-

a) Financial Capacity

b) Technical Capability comprising of personnel & equipment capability

c) Experience/Credential

The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder will be out rightly rejected at any stage without any prejudice.

- **Commencement of Work:**

The contractor shall have to commence execution of work within 10 days from the date of placement of order or within 5 (five) days from the date of handing over the site whichever is earlier.

- **Ambiguity in Contract Documents:**

The several documents forming the contracts are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor s directing in what manner the work is to be carried out. Provided always that if in the opinion of the Engineer, compliance with any such instructions shall involve the contractor in any expense which by reason of any such ambiguity or discrepancy the contractor did not and had reason not to anticipate, the Engineer shall certify and the owner shall pay such additional sum as may be reasonable to cover such expense.

Completion Time:

All works under the Contract must be completed by the time stated in the Tender

Extension of Time:

Time is the essence of the contract and entire work shall have to be completed within the completion period mentioned in the tender document. However, extension of time may be granted in the event of justifiable reasons.

Liquidated Damages:

If the contractor fail to complete the work within the time prescribed herein or extended time for completion, then the contractor shall pay to the WBTPPO a sum amounting to half percent of the value of the works as liquidated damages for such default, for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of ten percent (10%) of the total contract price.

Period of free Maintenance:

Six months from the date of completion of the work on production of completion certificate by the engineer in charge.

Maintenance and repair:

To the intent that the works shall at or as soon as practicable, after expiration of the Period of Maintenance be delivered to the owner in as good and perfect condition (fair wear and tear expected) to the satisfaction of the Engineer as that in which they were t the commencement of the period of maintenance, the contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may be required of the contractor as indicated in written by the Engineer during the Period of Maintenance or within fourteen days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration. All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the contractor to comply with any obligation, expressed or implied on the Contractor's part under the Contract. If, in the opinion of the Engineer, such necessity shall be due to any other cause, the value or such work shall be ascertained and paid for as if it were additional work.

If the Contractor shall fail to do any such work as aforesaid required by the Engineer, the Owner shall be entitled to carry out such work by his own workmen or by other Contractors and if such work is executed which the Contractor should have carried out at Contractor's own cost. The Owner shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any money due or which may become due to the Contractor.

- **Issue of Maintenance Certificate:**

The contract shall not be considered as completed until a Maintenance Certificate is signed by the Engineer and works delivered to the owner stating that the works have

been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of Maintenance or as soon thereafter.

- **Refund of Security Money:**

The security money shall be refunded to the Contractor on expiry of successful maintenance period of 6 months.

- **Certificate of Payment shall not constitute approval of Work:**

No certificate other than the Maintenance Certificate as reflected to here shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the power of the Engineer.

- A contract agreement shall have to be executed within 15 days from the date of placement of order in the format to be supplied by WBTPO, on non judiciary stamp paper of suitable value. Till such time the agreement is executed, the terms & conditions of contract shall be binding on you & us.

ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:

The word "Engineer-In-Charge" means the technical officer authorized by the CEO, WBTPO. The word "approved" appearing anywhere in the documents means approved by the Engineer-In-Charge. The work shall have to be taken up within seven days of the receipt of the work order. Failure to do so will constitute a violation of the contract stipulation as regards proportionate progress and timely completion of work and the contractor will thereby be liable to pay compensation or other penal action as per stipulation of the quotation form.

CONDITION IN EXTENDED PERIOD :

As the case may be when an extension of time for completion of work is authorized by the Engineer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically up to the extended period with all terms and conditions, rates, etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:

All works are to be carried out in close co-operation with the authority and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road/building users and occupants, if any. All arrangements and programs of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-In-Charge are due to the negligence of the contractor, are promptly rectified by the

contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-In-Charge.

CONTRACTOR'S SITE OFFICE:

The contractor shall have an office adjacent to the work as may be approved by the Engineer- In-Charge where all directions and notice of any kind whatsoever which the Engineer-In-Charge or his representative may desire to give to the contractor in connection with the contract may be left and same when left at or sent by post to such office or delivered to the Contractor's authorized agent or representative shall be deemed to the sufficiently served upon the contractor.

INCIDENTAL AND OTHER CHARGES :

The cost of all materials, hire charges to Tools and plants, Labour , Ferry charges, Toll Charges, Loading and unloading charges, Handling chargers overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax etc including all other charges for the execution of the complete or finished work or in case of supply of materials and for carriage to the entire satisfaction of the Engineer-In-charge of the work. No claim whatsoever in this respect will be entertained.

AGREEMENT :

A contract document shall have to be executed within 15 days from the date of issue of the order in a format to be supplied by WBTPD on non judiciary stamp paper of suitable value. Till such time the agreement is executed the terms & conditions of the contract shall be binding on both of us.

POWER OF ATTORNEY:

The Provision of the power of attorney, if any, must be subject to the approval of the authority. Otherwise the authority shall not be bound to take cognizance of such of attorney.

MEASUREMENT :

The quantities set out in the schedule of work are estimated quantities and those are not be taken as actual .Except ,where any general or detailed description of work in the schedule of works expressly shows to the contrary, all measurements shall be made accordingly to the procedure set forth by the Engineer.

DRAWING : A plan showing the prelevel in gridmap is made available to understand the existing topography .Prelevels in this drawing (tender document) shall be guiding for final measurement after entire filling as per schedule of work. Bidders may verify those levels with prior permission from the engineer-in-charge prior to taking up the work.

JURISDICTION:

The order shall be governed by India Law(s) and shall be subject to the jurisdiction of the Courts at Kolkata

TERMINATION OF CONTRACT:

Company reserves the right to terminate the Order/ Contract on his own initiative by giving 14 days notice. Company shall issue such notice to Supplier for termination/ cancellation of the order. Supplier upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all related sub-suppliers/ sub-contractors to the extent they are related to the scope terminated.

FORCE MAJURE:

The supplier/ Company shall be under no liability if he is prevented from carrying out of his obligation by reason of WAR, invasion, Act of Foreign Country, Hostilities (whatever war declared or not), Riots Civil Commotion, Mutiny, Insurrection, rebellion, Accident, earthquake, Fires, Flood, Govt. orders and/ or restrictions (Except power supply restrictions and other cause beyond the reasonable control of the parties. However, such force majeure circumstances are to be intimated by both the parties immediately by means of written communication and to be established d subsequently with proper documents/ proofs to the entire satisfaction of the purchaser.

CLEARING MATERIALS:

The whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

APPROVAL OF MATERIALS:

All materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-charge and checking the quality of such materials shall have to be done by the concerned Department prior to utilization in work.

WATER AND ENERGY:

The contractor shall be provided with source of energy for operation of equipments and machineries, driving of pumping set, illuminating work site, office etc. that may be necessary in different stages of execution of work. Arrangement for obtaining water for the work should also be provided by the authority.

All materials and Tools and Plants and all labour (skilled and unskilled) are to be arranged for by the contractor. The cost of transport of labour, materials and all items as aforesaid shall also have to be borne by the Contractor.

SERVICEABLE MATERIALS:

The responsibility for stacking the serviceable materials obtained during dismantling of existing structure/road (to be decided by the Engineer-in-charge) and handing over the same to the Engineer-in-charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-charge.

UNSERVICEABLE MATERIALS :

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-charge. No extra payment will be made on this account.

CONTRACTOR'S RISK FOR LOSS OR DAMAGE :

All risk on account of Railway or Road carriage or carriage by boat including loss or damage of vehicles boats, barges materials or labour will have to be borne by the contractor.

IDLE LABOUR :

Whatever the reasons may be no claim or idle labour, enhancement of labour rate additional establishment cost, cost of TOLL and hire and labour charges of tools and plants Railway freight etc. would be entertained under any circumstances.

COMPLIANCE OF DIFFERENT ACTS :

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and

orders issued hereunder from time to time. If he fails to do so, the Engineer-In-Charge may at his discretions, take necessary measure for compliance of statutory act by the contractor. The Contractor shall have to take all pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain **necessary certificate and license from the concerned Office** under the Contract Labour (Regulation & Abolition) Act, 1970. The contractor shall be bound to furnish the Engineer-In-Charge all the returns particulars as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-In-Charge may at his discretion take necessary measures over the issue. Overall the agency has to abide by the law of the land.

PROGRAMME OF WORK :

Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the materials men and equipments. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein, for modification of programme.

• ALTERATIONS , ADDITIONS AND OMISSIONS:

1) Power to order Variation-

The engineer shall make any variation of the form, quality or quantity of the work or any part thereof that may in his opinion, be necessary and for that purpose or if for any other reason it shall in his opinion be desirable, he shall have the power to order the contractor to do and the contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and
- e) Execute additional work of any kind necessary for the completion of the works.

And no such variation shall in any way validate or invalidate the Contract but the value of any such variations shall be taken into account in ascertaining the amount of the contract Price and time of completion

2) Variation to be carried out on written order:

No such variation shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under the clause but is the result of the quantities exceeding or being less than those stated in the schedule of items. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of the clause. Provided further that if the contractor shall within 15 days confirm in writing to the Engineer any verbal order of the Engineer and such confirmation shall not be contradicted in writing by the Engineer within 14 days of receipt thereof, it shall be deemed to be an order in writing by the Engineer.

3) Adjustment to Contract Price:

The Engineer shall determine the amount (if any) to be added to or deducted from the Contract Price in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the Contract if in the opinion of the Engineer, the same shall be applicable to the extra or additional work, the rate may then be analyzed as per State PWD Schedule of Rates applicable to the area at the time of tendering with a plus or minus variation to be quoted in the tender. When PWD rate is not available then the Extra rate shall be arrived at by actual cost of labour and material plus percentage quoted by the Contractor over the actual cost.

4) SETTING OUT OF THE WORK :

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any, rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-In-Charge during progress of works, if any, error appears or arise in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-In-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor or their responsibility for correctness thereof.

5) PRECAUTIONS DURING WORKS :

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. in case disturbances of service utilities is found unavoidable the matter should immediately be

brought to the notice of the Engineer-In-Charge and necessary precautionary measures as would be directed by the Engineer-In-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Executive Engineer of the Division concerned will be recovered from the contractor.

6) NIGHT WORK :

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons, the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatever, in this respect will be made to the contractor.

7) TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Engineer-In-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-In-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-In- Charge. The cost of all such tests would be borne by the agency.

8) REJECTION OF MATERIALS:

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

9) DELAY DUE TO MODIFICATION OF DRWAING AND DESIGN:

The contractor shall not be entitled for any compensation for any loss suffered by him due to delays arising out of modification of the work due to non-delivery of the possession of site.

10) DOCUMENTS & CERTIFICATES:

The authority may ask for any valid document like manufacturer's test certificate, document for purchase of the material etc. as deemed fir by the engineer-in-charge to ascertain genuinity of material supplied by / used in the work by the contractor. The contractor shall remain bound to submit all such documents to WBTPO.

BY ORDER
CEO, WBTPO

E. General guidance for e-Tendering

General guidance for e-Tendering

Instructions/ Guidelines for quotations for electronic submission of the quotations online have been annexed for assisting the Bidders to participate in e-Quotation.

Registration of Contractor

Any contractor willing to take part in the process of e-Quotation will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal of public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

Digital Signature certificate (DSC)

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

The contractor can search & download NIQ & Quotation Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Quotation Documents.

Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If anyone found to have applied severally in a single job; all his applications will be rejected for that job.

A prospective bidder (including his participation in partnership) shall be allowed to participate in a single work as mentioned in the list of schemes.

Submission of Quotation.

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

Technical proposal

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

Statutory Documents: Folder :1

- **NIQ(Properly upload the same Digitally Signed).**
- **Scan Copy of EMD**
- **Tender Document: FORM-I, FORM-VI and AFFIDAVIT- 'Y',**

Non statutory / Technical Documents: Folder : 2

- i. Professional Tax (PT) deposit receipt challan for the financial year 2012-13, Pan Card, IT, Saral for the Assessment year 2012-13, VAT Registration Certificate.
 - ii. Registration Certificate under Company Act. (if any).
 - iii. Registered Deed of partnership Firm/ Article of Association & Memorandum
 - iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
 - v. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last three years(year just preceding the current Financial Year will be considered as year – I)
 - vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.- Opt.(S)
 - vii. List of Technical staffs along with structure & organization.
 - viii. Credential for completion of work under the authority of State/ Central Govt. statutory bodies having a magnitude of :
 - a) One similar completed job valuing not less than Rs.20 lacs
OR
 - b) Two similar completed jobs each valuing not less than Rs.12.5 lacs
OR
 - c) Three similar completed job each valuing not less Rs.10 lacs during the last 5(Five) years prior to the date of issue of this NIQ. Scanned copy of original Credential Certificate to be uploaded.
 - ix. Details of Litigation History if any.
 - x. Technical brochure of the main equipments.
- Note:-** Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

Quotation :

The contractor is to quote the amount in INR online through computer in the space provided at Page no.33 (at the end of the schedule of work.) documents are to be downloaded virus free & digitally signed by the contractor. In case of any discrepancy (in quoted rate) between words & figures, the lower rate/amount shall be considered.

Tender evaluation authority:

Tender will be evaluated by the Tender Committee.

Opening & evaluation of Bid :-

If any contractor is exempted from payment of EMD, copy of relevant Government order needs to be furnished.

Opening of Technical proposal: - Technical proposals will be opened by the Tender Committee electronically from the web site stated using their Digital Signature Certificate.

Intending tenderers may remain present if they so desire.

Cover(folder) statutory documents shall be opened first & if found in order, cover(Folder) for non statutory documents shall be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evolution committee.

Uploading of summary list of technically qualified Bidders.

Pursuant to scrutiny & decision of the evaluation committee the summary list of eligible Bidders& the serial number of work for which their proposal will be considered will be uploaded in the web portals.

While evaluation the committee may summon of the Bidders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

ALL NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

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

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to

Upload the Technical Documents.

Sl. No.	Category Name	Sub Category	Details
A.	CERTIFICATES	CERTIFICATES	VAT REGISTRATION CERTIFICATE & ACNOWLEDGEMENT 2. PAN 3. P TAX (CHALLN) (2012-13) 4. LATEST IT RECEIPT 5. IT-Saral for Assessment Year 2012-13
B.	COMPANY DETAILS	COMPANY DETAILS 1	1. PROPRIORSHIP FIRM (TRDE LICENCE) 2. PARTNERSHIP FIRM (PARTERNERSHIP DEED, TRADE LICENCE) 3. LTD. COMPANY (INCORPORATION CERTIFICATE/MOA, TRADE LICENCE) 4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE) 5. POWER OF ATTORNOY
C.	CREDENTIAL	CREDENTIAL	SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER

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Sl. No.	Category Name	Sub Category	Detail
D.	FINANCIAL (INFO)	WORK IN HAND	1. AUTHENTICATED
	2014-2015	P/L AND BALANCE SHEET	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT)
	2013-2014	P/L AND BALANCE SHEET SHEET (WITH ANNEXTURE	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF T AX AUDIT)
	2012-2013	P/L AND BALANCE SHEET SHEET (WITH ANNEXTURE	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF T AX AUDIT)
E.	MAN POWER	TECHNICAL PERSONNEL	LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (ASPER NIQ)
F	TECHNICAL	BROCHURE	Technical Brochure of the main equipments
G	OTHERS		Pending litigation History (if any). Other than any documents stated earlier (if necessary).

NOTE: All documentary evidences are to be submitted offline.

Offline submission of documents

Envelope –I:

Earnest Monet Deposit (EMD) of Rs.40,000/- in the form of Demand Draft/ Bankers Cheque drawn on any Nationalised Bank in favour of “West Bengal Trade Promotion Organistaion” payable at Kolkata along with the covering letter must be submitted in the office of WBTPPO, Milan Mela, 3 JBS Haldane Avenue, Kolkata – 700046 before **14.10.15, 6p.m.** in a sealed envelope marked as “EMD for Development of land including surface preparation on emergency basis at Milan Mela, WBTPPO”

Envelope-II:

Copies of all statutory & non statutory document submitted online shall have to be submitted in the office of WBTPPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 before **14.10.15 ,6 p.m.** as replica of hard copies which would be same and true in all respect with that of online submitted document in a sealed envelope marked as “Documents for Development of land including surface preparation on emergency basis at Milan Mela, WBTPPO.’

(If any dissimilarity / ambiguity found between offline submitted document and online submitted document, the online submitted document shall prevail)

- **Penalty for suppression / distortion of facts**

If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Bid Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Bidder will be suspended from participating in the tenders on e-Quotation platform for a 3(Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the authority may take appropriate legal action against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer’s action.

2.1.8 QUOTATION FOUND TO HAVE SUBMITTED UNDER False name:

When a Contractor, whose quotation has been accepted under a given name, is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled and his Security Deposit will be forfeited.

Signature of the tenderer with seal

Signature of the tender accepting authority

PRE-Qualification Application:
(FORM - I)

To
The CEO, WBTPO

Ref: Quotation for
Name of work).....

[N.I.Q. No.]

Dear Sir,
Having examined the pre-qualification documents (N.I.Q. & Volume-i), i/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me/ us on behalf of in the capacityduly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the works given in Enclosure to this letter.

We understand that:

- (a) Engineer-in-Charge / Employer can amend the scope & Value of the contract bid under this project.
- (b) Engineer-in-Charge / Employer reserves the right to reject any application without assigning any reason;
- (c) Engineer in charge/employer reserves the right to split the contract & award contract accordingly between more than one bidder.

Encl:

- 1. Prescribed forms duly filled in duplicate
- 2. Evidence of authority to sign
- 3. Latest brochure

Date

Signed by an authorized person of the firm

Title of the person

Name of Firm with Seal

DECLARATION BY THE BIDDER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Quotation and other tender documents mentioned therein along with the drawing attached. I/ We have also carefully gone through the BOQ.

My/Our Bid is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Quotation to complete the proposed work. I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the authority.

I/We also agree to procure tools and plants, at my/our cost required for the work.

Signed by an authorized person of the firm

Title of the person

Name of Firm with Seal

ORGANISATION DETAILS

A. 1. Name of Applicant (Firm) :
Office Address :
Telephone No. :
Mobile No. : Fax
No. :

A. 2. Office Address :
Telephone No. :
Mobile No. : Fax
No. :

A. 3. Name and address of Bankers. :

A. 4. Attach an organization chart showing :
structure of the company with names of
Key personnel and technical staff with
Bio-data.

Signed by an authorized person of the firm

Title of the person

Name of Firm with Seal

FORM-VI

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY AS MENTIONED IN THE TENDER DOCUMENT

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Original date of Start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion the work	Reasons for delay in completion (if any)

Note : a) Certificate from the Employers to be attached.

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

(c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein is liable to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.

(d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.

(e) No alteration shall be permitted to be made by the tenderer in any tender after its submission.

Signed by an authorized person of the firm

Title of the person

Name of Firm with Seal

AFFIDAVIT- 'Y'
**(To be furnished in Non-judicial Stamp paper
of appropriate value duly notarized)**

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S _____
_____ nor any of constituent partner had been debarred to participate in tender by the P.W. Department during the last 5 (five) years prior to the date of this NIQ.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job.

Signed by an authorized person of the firm

Title of the person

Name of Firm with Seal

Estimation of the Development Area at Milan Mela:

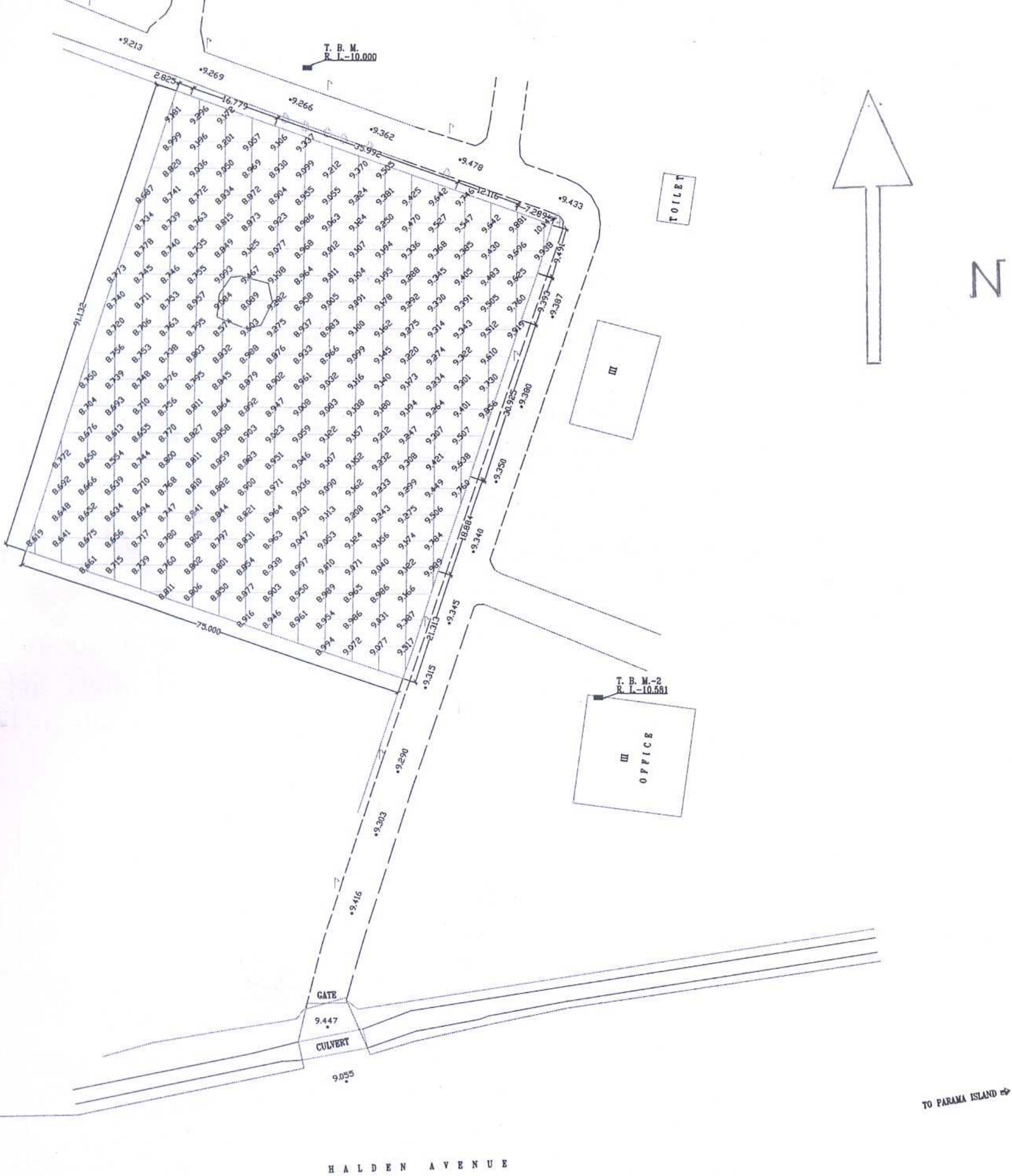
SL NO.	ITEM DESCRIPTION	UNIT	RATE	QTY.	AMOUNT
1.	Surface dressing of the ground in any kind of soil including removing vegetation inequalities not exceeding 15 cm depth and disposal of the rubbish within a lead upto 75 m as directed. PWD SOR item Page No-1	Sq.m.	11.00	2144.00	23,584.00
2.	Filling in foundation or plinth by silver Sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity.) PWD Item No:4(a) Page-2	% Cum	98524.00	1829.00	18,02,003.96
3.	Earth work in filling in Compound, tank, low land, ditches etc. with good earth, in layers not exceeding 150 mm. including breaking clods and consolidation the same by ramming and dressing complete. (Payment will be made on profile measurement before and after the work.) With carried earth arranged by the contractor within a radius exceeding 5 km. but not exceeding 10 Km. including the cost of carried earth. PWD Item No:5 (iii) Page-3	% Cum	51748.00	1260.00	6,52,024.80
				TOTAL	24,77,612.76

Twenty Four Lacs Seventy Seven Thousand Six Hundred Twelve and Seventy Six Paise Only.

**Quotation for the work of Development of land including surface
preparation at Milan Mela Complex, Kolkata**

**I/we agree to quote my/our rate AT PAR,/.....% (in words &
figure) above/below the estimated cost of Rs.24,77,612.76**

**Signature of the
contractor with official seal**



NOTE:

1. ALL DIMENSIONS AND LEVELS ARE IN METRE.
2. TOTAL LAND AREA IS 6806.8467 Sq. M.
3. TOTAL AVERAGE LEVEL IS 9.051 Sq. M.
4. PROPOSED FINISH LEVEL IS 9.366 Sq. M.
5. PROPOSED FILING QUANTITY IS 2144 M³
6. GRID INTERVALS IS 5 X 5 M.
7. TEMPORARY BENCH MARK IS CARING FROM THE PLINTH OF THE MEHA AREA, WHICH IS SHOWN IN THE DRAWING. THE VALUE OF THE T. B. M. IS ASSUMED AS 10.000 M.

LEGENDS

SL. NO.	DESCRIPTION	SYMBOL
01.	PROPERTY LINE	— — — — —
02.	BITUMINOUS ROAD	=====
03.	CONCRETE ROAD	=====
04.	DRAIN	=====
05.	STRUCTURE	▭
06.	LIGHT POST	⊥
07.	TREE	⊕
08.	SPOT LEVEL	9.433
09.	TEMPORARY BENCH MARK	■

PROJECT:
PLAN SHOWING PRE LEVELS OF THE LAND PROPOSED FOR DEVELOPMENT AT MILAN MEHA, W. B. T. P. O. 3, JBS HALDANE AVENUE, KOLKATA-700046

DRG. NO. : _____ SCALE - 1 : 400
 DATE - 22.02.2015 DRAWN BY - T.CHAKRABORTY CHECKED BY - J.KHASNOBIS

REVIEWED BY
JIBANANDA KHASNOBIS & ASSOCIATES
 24, MURALIDHAR PALLY, KOLKATA - 700110
 9830138361 9830132207