

Notice Inviting E-Quotation For Complete Package of Installation of Fountain at Milan Mela Complex, Kolkata

West Bengal Trade Promotion Organization



www.wbtpo.in

Date: **28.02.2015.**

NIQ Ref No: **WBTPO/Fountain/143/2014-15/252**

WEST BENGAL TRADE PROMOTION ORGANIZATION

E-Quotations are invited from reputed Companies having long experiences in the field of installation of Fountain who would be capable of undertaking the following jobs at Milan Mela :

- a. Supply and installation / commissioning of Fountain including Civil works*
- b. Supply & erection of 30 nos 8' high 40 mm dia GI poles including labours, materials for hanging flower baskets*

Interested parties may download further details from WBTPO websites www.wbidc.in and www.wbtpo.com on and from **28.02.2015**.

The total Tender Document can be downloaded from the e-procurement portal www.wbtenders.gov.in/www.wbidc.com from **28.02.2015**.

The Companies having experience of executing in successful supply & installation of Fountain of similar nature may submit their offers after visiting the work site and as per details provided in Tender Document within **23.03.2015** before 2:00 PM. The bids are to be submitted through online to <http://wbtenders.gov.in> .

By Order
Chief Executive Officer
WBTPO



NIQ– for Installation of Fountain at Milan Mela

WEST BENGAL TRADE PROMOTION ORGANISATION

MILAN MELA

3, J B S Haldane Avenue
KOLKATA 700 046, PHONE: 033-22517513

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Section-A

NOTICE INVITING e-Quotation (Through Pre-qualification)

Date : 28.02.2015

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 No: WBTP0/Fountain/143/2014-15/252. Dated : 28.02.2105
2.	Location of work	Milan Mela premises
3.	Estimated cost of the Work	Rs. 8.20 (Eight lacs twenty thousand only) lacs.
4.	Time of completion	2 Months from the date of placement of order.
	Details of Work	a. Supply and installation / commissioning of Fountain including civil works b. Supply & erection of 30 nos 40 mm dia 8' high GI poles including labours, materials all complete
5.	Earnest Money	Rs. 16,400/- (Rupees Sixty thousand four hundred 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 WBTP0 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 23.03.2015 , 2 p.m.
9.	Procedure for submission of tender	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



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		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 23.03.2015 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	Ninety (90) days from the date of submission of tender. If any bidder / tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited
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	Experience in successful installation of fountain costing not less than 6.5 lacs in a single contract during last 5 years or three similar completed works each costing not less than 3.3 lacs or two similar completed works each costing not less than 4 lacs
15.	Communication	The CEO, WBTPO, MILAN MELA 3.JBS HALDANE AVENUE, KOLKATA-700046
16.	Contacts	Phone No: 033-22517513 , Sri.Shyamal Kumar Majumder



Section B

General Instructions to the Bidders

1.1. In the event of e-filling, 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-filling. 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.

1.1. Both **Techno Commercial bid and Financial Bid** are to be submitted concurrently 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).

1.2. The Techno Commercial Bid and Financial Bid should be submitted online by **23.03.2015** up to 2 pm.

1.3. 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.

1.4. Eligibility criteria for participation in the tender

i. The prospective bidders shall have satisfactorily completed **as a prime agency** during the last 5 (five) years from the date of issue of this Notice at least one work of similar nature under authority of State/ Central Govt. State / Central Govt undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt./ Renowned Organization which shall have one of the following:

ii.

a) One similar completed job costing not less than the amount equal to a 80 (Eighty) percent of the estimated cost.



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- b) Two similar completed jobs costing not less than the amount equal to 50 (Fifty) percent of the estimated cost.
- c) Three similar completed job costing not less than the amount equal to 40 (Forty) percent of the estimated cost.

N.B.:- Estimated amount, Date of Completion of project and detail communicational address of client must be indicated in the credential certificate, similar nature of work.

iii. The agency who have been delisted of debarred by any government department shall not be eligible in any way.

iv. The prospective bidders shall have in their full time engagement of experienced technical personnel.

v. Valid upto date clearance of Income Tax return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan Card / VAT Registration Certificate/ Voter ID Card for self identification to be accompanied with the Techno Commercial Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]

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).



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- 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 Organisation 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.

1.5. Payment Terms:

Serial No.	Description	Percentage Payment
01	Completion of Civil works	80% of civil works
02	Installation & Commissioning of Fountain	80% of Fountain Part
03	Successful running for continuous 15 days at least for 4 hrs a day	10% of Fountain Part + 10% of civil works
04	Supply & erection of poles as per specification	90% of the item
05	Expiry of successful maintenance of Six months (to be counted from the date of handing over)	10% Security Deposit

1.6. Conditional bid or bid with clause of price variation will be rejected.

1.7. No mobilisation /secured advance will be allowed.

1.8. Constructional Labour Welfare Cess @ 1(one) % of cost of construction will be deducted from every Bill of the selected agency.



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1.9. DATE AND TIME SCHEDULE :

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.Q. Documents (online) (Publishing Date)	28.02.2015
2	Documents download start date (Online)	28.02.2015 at 6-00 P.M.
3	Documents download end date (Online)	04.03.2015 upto 1-00 P.M.
4	Bid submission start date (On line)	17.03.2015 at 5-00P.M.
5	Bid Submission closing (On line)	23.03.2015 upto 2-00 P.M.
6	Last Date of submission of earnest Money Deposit (Off line)	23.03.2015 upto 2-00 P.M.
7	Bid opening date	23.03.2015 (3-00 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.

1.10. BID SUBMISSION & OPENING DETAILS

Bid Opening	WBTPPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 BY 3 PM, 23/03/2015.



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Section C

Definitions

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

Section D

General Conditions of Contract

- 1.1.** Immediately on acceptance of Company's Order, the successful bidder will submit Bank Guarantee. This Bank Guarantee will be valid up to final completion of commissioning of the system and the Defect Liability period thereafter. Validity of BG will be extended, if required if vendor fail to complete works as per contractual handover date. BG will be released only after successful completion of the Order commitment and production of "No Demand Certificate" from the Engineer-in-Charge. Bank Guarantee Format is attached as Annexure-II
- 1.2.** 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 Performance Security Deposit.
- 1.3.** Copy of the layout drawing shall be submitted by the successful bidder for approval. No claim in this regard will be entertained.
- 1.4.** **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.

- 1.5. Earnest Money** : Rs 16,400/- 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 Finance Department, Audit Branch, Govt. of West Bengal. **The Earnest Money Deposit should be deposited physically in a sealed envelope with a attachment of a covering letter within the Bid Submission Date.**
- 1.6.** 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.
- 1.7. Refund of EMD:** The Earnest Money of all the unsuccessful Bidder deposited along with the Bids will be refunded on receipt of application from Bidders.
- 1.8. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.**
- 1.9. Conditional/ Incomplete tender will not be accepted.**
- 1.10.** The intending Bidders are required to quote the rate ***on line only***.
- 1.11.** 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.
- 1.12.** 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



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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.

1.13. 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 favour of the said Bidder under any circumstances.

1.14. Detailed scope of work discussed in Section-E

1.15. 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.

1.16. Commencement of Work:

The Contractor shall commence the works on site after the receipt by him of a written order to thus effect from the Engineer and shall proceed with due expedition and without delay, except as may be expressly sanctioned or ordered by the engineer.

1.30. 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



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owner shall pay such additional sum as may be reasonable to cover such expense.

1.31. Completion Time:

Subject to any requirement under the Contract as to completion of any portion of the works before completion of the whole of the works, the whole of the works shall be completed within the time stated in the Tender calculated from the date of the Engineer's written order to commence the works or such extended time as may be allowed under the contract. All works under the Contract must be completed by the time stated in the Tender

1.32. Extension of Time:

Extension of time may be granted in the event of justifiable reasons as followed in the Government Department.

1.33. Payment:

On submission of bill in triplicate followed by certification by Engineer-in-Charge or his authorized representative.

1.34. Liquidated Damages:

If the contractor shall fail to complete the works within the time prescribed herein or extended time for completion, then the contractor shall pay to the WBTPO a sum amounting to half percent of the value of the works as liquidated damages for such default and not as a penalty, 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.

1.35. Period of Maintenance:

In these conditions the expression 'Period of Maintenance' shall mean the Period of Maintenance mentioned in the Contract calculated from the date of completion of the works certified by the Engineer.

1.36. 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



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at 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.

1.37. Issue of Maintenance Certificate:

The contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer and 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.

1.38 Refund of Security Money:

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

1.39 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 there of or of the accurate 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.

BY ORDER
Chief Executive Officer, WBTPO



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SECTION — E

Special terms and conditions

GENERAL :

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications in the “BOQ”.

TERMS & CONDITIONS IN ORDER TO PRECEDENCE:

If the stipulations of the various components of the contract documents be at variance in any respect, one will over-ride the other (only in so far as those are at variance) in the order of precedence as given below:

- (a) Special terms and conditions
- (b) Special specifications
- (c) General specifications
- (d) Notice Inviting Quotation

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

**Signature and address
of the Bidder**

**Signature of
Accepting Authority**



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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 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 authorised by the Engineer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically upto the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated upto 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



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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.

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.

EXTENSION OF TIME :

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & Plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor.

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 one month 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 subsequently with proper documents/ proofs to the entire satisfaction of the purchaser.



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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.

DRAWINGS :

The Contractor / Agency shall have to carry out all the works according to the approved general arrangement drawing and detail drawings / design calculations and related documents to be supplied by the contractor for approval of WBTPO from time to time at no extra cost. All works shall be carried out in conformity with the drawings, design calculations and relevant documents duly approved by this Department

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



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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.

COMMENCEMENT OF WORK :

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Quotation.

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



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pray in writing, showing sufficient reasons therein, for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with it the actual progress of work does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

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.

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.

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.

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



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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.

TIMELY COMPLETION OF WORK:

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Quotation from the date of work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

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.

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.

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.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**



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SECTION – F

General guidance for e-Tendering

2.1.0 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.

2.1.1. 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.

2.1.2. 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.

2.1.3 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.

2.1.4 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.

2.1.5 Submission of Quotation.

General process of submission, quotations are to be submitted through online to the website stated in Cl.2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal 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).

A. Technical proposal



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

A-1. Statutory Documents:

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

A-2. Non statutory / Technical Documents:

- 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 (Section – B, Form – III).
- viii. Credential for completion of nature of work under the authority of State/ Central Govt. statutory bodies under State/Central Govt. constituted under the statute of the State/ State Govt. having a magnitude of
 - a) One similar completed job costing not less than the amount equal to a 80 (Eighty) percent of the estimated cost.
 - b) Two similar completed jobs costing not less than the amount equal to 50 (Fifty) percent of the estimated cost.
 - c) Three similar completed job costing not less than the amount equal to 40 (Forty) percent of the estimated cost.

During the last 5(Five) years prior to the date of issue of this NIQ is to be furnished (Ref.Cl.No.1.6(i) of Section –A of this NIQ. Scanned copy of original Credential; Certificate as stated in 1.6(i) of Section –A of this NIQ to be



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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.

B. Financial proposal

i. Price Schedule

The contractor is to quote the amount in INR online through computer in the space marked for quoting their serial number wise price, taking into account the clause under 'TAXATION' under sl.no.13 in the Table of Section A (Page-5). Only downloaded copies of the above documents are to be downloaded virus scanned & digitally signed by the contractor. A format of the price schedule is attached at Annexure-I

C. Tender evaluation authority:

i. Tender will be evaluated by the Tender Committee.

ii. Opening & evaluation of Bid :-

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

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

iv. Intending tenderers may remain present if they so desire.

v. Cover(folder) statutory documents (vide Cl. No. 2.1.5.A-1) should be open first & if found in order, cover(Folder) for non statutory documents (vide Cl. No. – 2.1.5.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

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

vii. Uploading of summary list of technically qualified Bidders.



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viii. 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.

ix. 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.

APPENDIX-1

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE 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. PROPRIETORSHIP FIRM (TRDE LICENCE) 2. PARTNERSHIP FIRM (PARTNERSHIP DEED, TRADE LICENCE) 3. LTD. COMPANY (INCORPORATION CERTIFICATE/MOA, TRADE LICENCE) 4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE) 5. POWER OF ATTORNOY
C.	CREDENTIAL	CREDENTIAL1 CREDENTIAL2	1. SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER 2. ENLISTMENT COPY ISSUE BY DEPARTMENT

Sl. No.	Category Name	Sub Category	Detail
D.	FINANCIAL (INFO)	WORK IN HAND	1. AUTHENTICATED
	2013-2014	P/L AND BALANCE SHEET	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT)
	2012-2013	P/L AND BALANCE SHEET SHEET (WITH ANNEXTURE	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT)



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	2011-2012	P/L AND BALANCE SHEET SHEET (WITH ANNEXTURE	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX 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 of Appendix -1 are to be submitted offline as mentioned in the tender document Offline submission of documents

Offline submission of documents

(i) Envelope –I:

Earnest Monet Deposit (EMD) of Rs.16,400/- 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 WBTPO, Milan Mela, 3 JBS Haldane Avenue, Kolkata – 700046 before **23.03.2015** in a sealed envelope marked as “EMD for Fountain works at Milan Mela, WBTPO”

Envelope-II:

Copies of document as submitted online in Folder A-1.(statutory Document) and all copies of document as submitted in FolderA-2 (non statutory document) shall be submitted in the office of WBTPO, MILAN MELA, 3 JBS HALDANE AVENUE, KOLKATA-700046 before **23.03.2015**. As replica 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 Fountain works at Milan Mela, WBTPO.’



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

2.1.6 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.

2.1.7 AWARD OF CONTRACT

The Bidder whose Bid has been accepted will be notified by the Quotation Inviting & Accepting Authority through acceptance letter.

The notification of award will constitute the formation of the Contract. The successful bidder has to purchase 2 (Two) copies of specification/schedule on payment of usual charges for the purpose of making agreement between the Quotation Accepting Authority and the successful Bidder.

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.

**BY ORDER
CEO, WBTPO**



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SECTION — G

Scope of work

- a. Bidders are required to make inspection of the site before submission of their bids.
- b. Electricity and water shall be made available at the nearest existing pointpoint.
- c. Piping works shall be made of G.I. Pipes
- d. The bidder must use waterproof RGB LED only.
- e. The bidders are responsible for installation & commissioning of the fountain.

SPECIFICATIONS

Pump

Make : Kirloskar /KSB
Type : Openwell Horizontal Mono submersible
HP : 1x10hp, 3phase, 50 Hz., 415-380 AC – 2880 RPM

Suction Filter : Stainless Steel

Fountain Components

Manifold : Steel-Epoxy coated

Balancing Valve : Brass/Gunmetal

Pipe work : Non corrossive extruded aluminium alloy , galvanized steel

Nozzle : Brass chromium plated (No of nozzle-112) of reputed make

Mounting Stand : Fabricated Steel – Galvanised



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Control Panel : Sheet Steel paint finish enclosure with front hinged door, back wall mounting type with provision for incoming and outgoing cable entry, overload relays, contractor, overload tripping, alarm indicator, switches, fuse protection for switch, indicator lamp complete with internal wiring. All electrical components shall be of L&T/ SIEMENS make.

Light : 16no 21wx12v LED (RGB)
Waterproof luminaries with array of high output of LEDs housed in compact enclosure of stainless steel body. Toughened glass with elastomer seal. Special plastic cable gland compact socket head fasteners and mounting bracket are all of stainless steel.

MAKE: Philips-Martin/WIPRO

Shredder Cable : For pump; 3-core flat PVC Flexible copper conductor double insulated flat flexible.

Make: Havells/Finolex

For light: multicore core PVC Flexible copper conductor double insulated.

Make: National/KDK/Havells



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SECTION — H

Schedule of Work

A. Estimated Cost of The Fountain

Rs. 6,54,000/-

B. Estimate for ancillary works for Fountain & erection of Poles **Rs.1,64,750.66/-**

Pool size -7m (dia).

Sl No.	Item Description	Quantity	Unit	Rate (Rs)	Amount (Rs)	Remarks
1.	Earth work in Excavation Ref: Page-274,PWD schedule (R&B)	5.66	Cum	104.00	588.64	
2.	PCC (M20) Ref: Item No-12.05 A	.697	Cum	2175.00	1515.97	
3.	1st class Brick Work Ref: Item No-18.06(a)	12.531	Cum	2590	32456.84	
4.	12 mm thick Plaster Ref: Item No-4 (a)	34.14	Sqm	133.00	4540.62	
5.	Brick flat Soling Ref: Page-189,PWD schedule (b)	38.48	Sqm.	36.20	7447.55	
6.	12mm thick Plaster Ref: Page-277,PWD Shedule (R&B)	38.48	Sqm	133.00	5117.84	
7.	Supply & fixing the Tiles Ref: PageNo-47 Item No16B	38.48	Sqm.	1471	56604.08	
				Total	108271.54	

Erection of Pole for Hanging Flower Basket

Sl No.	Item Description	Quantity	Unit	Rate	Amount	Remarks
1.	Earth work Excavation Ref: Page-274,PWD schedule (R&B)	10.19	Cum	104.00	1059.76	
2.	Plain Cement Concreting Ref:Item No-12.05 A	4.77	Cum	2175.00	10393.16	
3.	40 mm G.I Pipe (TATA Makes) Ref: Page No-84 PWD schedule (S&P)	73.152	MT	476	34820.35	
4.	50 mm Additional G.I pipe Ref: Page No-3 PWD schedule (S&P)	9.144	MT	624	5705.85	



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5.	Flower Basket	30	Nos	150	4500.00	
				Total	56479.12	

Total Cost for Civil (A+B) Work – Rs.164750.66

The undersigned having examined the tender documents & the site of work and hereby submit this tender to to above/below the estimated cost Rs.8.20 lacs.

.....

Signature of the Tenderer



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PRE-Qualification Application:

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 authorised 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;

Encl:

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



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Date

**Signature of applicant including title and
capacity in which application is made**

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.

**Signature of Bidder
Postal address of the Bidder**

**BY ORDER
CEO, WBTPO**



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Form of Bid

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To

[Name of Employer]

Authorised Address of communication:

Telephone No. (s): Office:.....

Mobile No.

Facsimile (FAX) No.

Electronic Mail Identification (E-mail ID).....

Description of the Works: _____

1. I/We offer to execute the works described above and remedy any defects therein, in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for Item Rate Contract of Total Bid Price of Rs. _____ (BOTH IN FIGURES AND WORDS)

2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

3. This Bid (including all amendments and minutes of pre-bid meeting) and your written acceptance of them shall constitute a binding Contract between us.

4. We understand that you are not bound to accept the lowest or any Bid you receive.

5.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Instructions to Bidders (ITB).

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____



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Address: _____

ORGANISATION DETSILS

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.



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LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY/ REPUTED ORGANISATION UP TO AVALUE OF 70% OF THE ESTIMATED VALUE PUT TO TENDER

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 tendered must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein 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.



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FORMAT OF BANK GUARANTEE AS PERFORMANCE /SECURITY DEPOSIT

To

_____ (Name of the Employer)

_____ (Address of Employer)

WHEREAS _____ (Name and Address of Contractor)

(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (Name of Contract and brief description of works) herein after "The Contract."

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a Nationalised Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up-to a total of _____ (amount of guarantee) _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed hereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period of 1 year after intended completion date.

Signature and seal of the guarantor _____

Name of Bank _____



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Address _____

Date _____

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 officer of the firm

Title of the Officer

Name of Firm with Seal



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Date



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