



## **Expression of Interest**

**For**

**Project Management Consultancy Services i.e. Technical Supervision of the work of Supply of Materials, Installation & Commissioning of Centralized Gas Bank (Cylinder Manifold) along with Meter, Riser Pipes, Header Pipes, Laying of Pipe Line for Gas Supply to the Modules and Civil Works like Construction of Cylinder Room, Doors etc.**

**At**

**Manikanchan Special Economic Zone  
Block – CN1, Sector V, Salt Lake City  
Kolkata 700 091.**

**Promoted by**

**West Bengal Industrial Development Corporation Ltd.**

**EOI No. : WBIDC/IP/MK/Gas Bank (PMC)/2016/01**

**Tender Issue Date : 13.07.2016**

**Pre-bid meeting Date : 18.07.2016**

**Tender submission Date : 26.07.2016**

**July, 2016.**

**West Bengal Industrial Development Corporation Limited  
23, Abanindranath Thakur Sarani, Kolkata 700 017**



1. Manikanchan SEZ is an export oriented Gems and Jewellery Park. Presently, gas cylinders are used by the unit holders in the respective modules in an unorganised way for manufacturing the jewellery without adequate measure of safety. Moreover, they are not having sufficient awareness of safe use. This may lead to a dangerous situation. To minimize the possibility of any such incidents and as per the recommendation of West Bengal Fire & Emergency Service Department, WBIDC has decided to install/commission a centralized Gas Bank (Cylinder Manifold) and distribute the Gas through pipe line network to individual module holders. This system will have adequate safety valve and precautionary measure at different points to ensure overall safety.
2. In this connection, WBIDC invites Expression of Interest (EOI) from resourceful, experienced and reputed consultants for technical supervision of the work on Supply of Materials, Installation & Commissioning of Centralized Gas Bank (Cylinder Manifold) along with Meter, Riser Pipes, Header Pipes, Laying of Pipe Line for Gas Supply to the Modules and Civil Works like Construction of Cylinder Room, Doors etc. at Manikanchan Special Economic Zone, Block – CN1, Sector V, Salt Lake City, Kolkata-700 091.

**The scope of work is as follows:**

Technical supervision of the work on Supply of Materials, Installation & Commissioning of Centralized Gas Bank (Cylinder Manifold) along with Meter, Riser Pipes, Header Pipes, Laying of Pipe Line for Gas Supply to the Modules and Civil Works like Construction of Cylinder Room, Doors etc. at Manikanchan Special Economic Zone, Block – CN1, Sector V, Salt Lake City, Kolkata-700 091

**3. Eligibility Criteria :** To qualify technically in the EOI, each bidder should have the following criteria :

- a) The bidder should have a minimum average turnover of at least Rs. 7 Lakh in the last three preceding years.
- b) The bidder should have successfully completed at least one similar type of works during last three years.
- c) The bidder should have sufficient technical experts for the said work.

Each bidder must produce:

- (i) The P/L & Balance Sheet of the last three years (2014-15, 2013-14, 2012-13) ;
- (ii) An affidavit that the information furnished with the EOI documents is correct in all respects;
- (iii) PAN Card Xerox copy.
- (iv) Power of Attorney in favour of the authorized representative signing the EOI

**4. Project Cost: Approx. 50,35,060.00 (Rupees fifty Lakhs thirty five thousand sixty only).**

5. WBIDC reserves the right to accept or reject any or all quotations without assigning any reasons thereof and is not bound to award work to the lowest bidder.
6. Agency while submitting the online price bid must also submit documents (attested) w.r.t. technical eligibility as stated in the NIT.
7. Selection will be made based on particulars and documents furnished by the applicant as required and satisfactory verification carried out by WBIDC. If any information furnished by the applicant is found incorrect at a later stage they shall be liable to be debarred from tendering & taking up the work. WBIDC reserves the right to verify the particulars furnished by the applicant independently. Any form of canvassing shall be deemed as reason for disqualification.



## **8. Scope of Work :**

### **A) Technical Supervision and Responsibility -**

The services required to be provided by the PMC shall be as detailed in paragraph hereafter. The work shall be executed on the basis of deposit work. The Project Management Consultant shall act as 'Engineer-in-Charge' for the Project in terms of the conditions of Works Contract.

As Engineer-in-Charge, the Project Management Consultant will award the work to the Contractor for timely execution/completion of the projects based on functional requirement of WBIDC after approval of WBIDC. In addition to this PMC shall also administer the Works Contract and ensure that the contract clauses whether related to quality or quantities of work are respected and the works are executed in accordance with its provisions. The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the contractor's bills and monitor the progress of the work. PMC will also provide regular inputs to WBIDC's nominated officer regarding progress of the project. PMC will make all engineering decisions including necessary correspondence with contractors required for the successful and timely implementation of the Project. PMC will ensure adherence to relevant norms, PWD specifications, BIS codes, and other regulatory requirements and will also ensure observance of all formalities/documents/day to day activities as defined in PWD Works Manual for execution of 'Works Contract' and as directed by WBIDC from time to time.

PMC will perform the function as 'Engineer-in-Charge' as enumerated in the Works Contract with the exception of the following for which PMC will seek prior approval of the WBIDC:

- i. Issuing/approving variation orders which have financial implications, except in emergency situation as reasonably determined by the Project Management Consultant.
- ii. Approving rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract.
- iii. Approving the extension of time of completion of the works stipulated in the construction contracts.

The WBIDC may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the PMC will render due assistance in discharge of their duties.

The construction work is open to technical/quality audit by any authorized Government agency to which the PMC will render assistance in discharge of their duties.

The project shall be headed by the sufficiently senior and competent person having relevant experience and of impeccable integrity. The PMC shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly. However, the actual number of technical personnel to be deployed and the deployment schedule shall be prepared by the PMC and mutually agreed upon after award of work. This schedule shall be prepared in a manner that all the functions required to be performed by the PMC as per the scope of their work detailed in paragraph below are performed completely and efficiently. The deployment schedule



shall be reviewed from time to time and necessary revisions / adjustments shall be made in the schedule as may be found necessary on the basis of joint assessment of the site requirements by the WBIDC and the PMC. The Project Head and other officials assisting Project Head shall not be changed during the implementation of the project except with concurrence of WBIDC. The decision of the WBIDC, however, shall be final in this regard.

The PMC shall oversee the work of Gas Bank Contractor whose broad scope of work is as under:

- a. The responsibility of the PMC shall include but not limited to –
  - i. Approval of Work to be carried out by the contractor for installation and commissioning of the Gas Bank as outlined to the BIS code no. 6044(Part-I) & (Part 2) as amended up to date by Bureau of Indian Standard and WBF&ES Deptt., Govt. of WB.
  - ii. Checking of quality of materials used in the fabrication and erection of the Gas Bank including pipes, fittings, bends, elbows, tees, sockets and other accessories in line with the applicable technical specifications and existing codes of compliance of Bureau of Indian Standards.
  - iii. Finalization of routine for pipeline erection including dissolution of practical site related issues for obstructions, interferences with existing service lines, if any.
  - iv. Checking, supervision and approving quality of welding carried out by contractor in terms of good engineering procedures and practices and like grinding, groove cutting, root run, filling and capping of welded joints, LOP etc.
  - v. Checking and supervision of work by the contractor for installation of Gas Bank to ensure they are in line with the code of practice for applicable BIS.
  - vi. Supervision and checking of work for gas Bank and to ensure they are in compliance to the existing good engineering practice.
  
- b. Additionally, the PMC is expected to perform the following responsibilities –
  - i. PMC shall execute the project in a time bound manner and hand over the Gas Bank complete in all respect certified by WBIDC within the time limit of 2 (two) months starting from the date of issue award letter to the Contractor. PMC shall ensure that no time and cost overrun occurs.
  - ii. Check and finalise contractor's detailed programme of activities commensurate with the Tender provisions.
  - iii. Check and approve all contractors, sub-contractors and agencies for carrying out the works.
  - iv. Keep a check on conformity of the work with the specified functional requirements of WBIDC, monitor the progress of the work, and bring to the notice of WBIDC any lapses/ deviations in the progress/ quality of work.
  - v. Provide full time supervision of the construction work at site to the best intents of Drawings, Specifications and contract documents by deploying suitable mutually agreed personnel as per agreed schedule.
  - vi. Checking fabrication drawings, bar-bending schedules and all other details during implementation



- vii. Provide effective coordination between various agencies working at the site and the Consultant to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed programme of the activities.
  - viii. Maintain constant monitoring the progress of work on the basis of Quality, Time and Cost parameters using latest techniques and software and take timely action to correct deviations.
  - ix. Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project
  - x. Obtain approved “issued for construction” drawings from consultant as per agreed schedule and issue to contractor.
  - xi. Liaise with Contractor and WBIDC and provide all necessary clarification and additional drawings and sketches to the Contractor(s) after obtaining those from the Consultant.
  - xii. Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer’s factory as per provision in the Contract
  - xiii. Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
  - xiv. Checking and Certification of contractors running and final bills of the works executed for the purpose of payment to be released to the contractor.
  - xv. Review & recommend rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract for the approval of the WBIDC.
  - xvi. To reply and settle the observations/objections/ paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Government
  - xvii. Final inspection, snagging, supervision of testing and commissioning of various systems and assisting the WBIDC in taking over of various parts of works and of various systems
  - xviii. Generate and submit to the WBIDC time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at site, hindrances if any, records of daily labour deployed etc. shall be maintained.
  - xix. PMC shall get all connections for services like power, water and sewer from local authorities etc required for occupancy of the building.
  - xx. PMC shall also apprise WBIDC of the progress and/or activities of the project on weekly / fortnightly / monthly basis as deemed fit by WBIDC by preparing and submitting monitoring reports.
- c. During the post implementation phase the activities of PMC will be as follows –
- i. Settlement of all accounts of the contractors
  - ii. Reconciliation of materials supplied to the contractors, if any
  - iii. Ensuring rectification of defects by the respective contractors during their liability periods
  - iv. Preparation of Completion Report which shall contain all technical and financial information of the project
  - v. Settling the Audit /CTE's Observations and Arbitration cases etc, if any
  - vi. Provide all documents / reports / statements of facts / counter statements of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the



hearings as and when required by WBIDC and providing necessary support as may be required by WBIDC from time to time.

- vii. Any consultancy activity not specifically mentioned below but required to complete the project is deemed to be included in the scope of work.

**B) Certification of Bills**—Verification of all bills of the contractor considering the terms and conditions of the Contract Agreement. Bill of quantity will be verified through physical inspection and critical evaluation of the construction quality. Thereafter all these bills will be certified for payment along with its recommendations. Monitoring the overall cost of the project at every stage and WBIDC will be informed and advised accordingly.

**C) Expenditure Control**—Expenditure control will be one of the important aspects for successful implementation of a project. Closely monitoring the project cost at every level of operation. If it is necessary for overall cost reduction, the best suitable alternative available at lower cost should be suggested. During Project implementation, pointing out the avoidable cost(s) of the project and suggest WBIDC the necessary amendments in the time schedule of construction, alternative construction methodology, revised design features, resource planning etc.

**D) Visits during Defect Liability Period** - Minimum two visits during the Defect Liability Period of the Contractor after completion of construction, Submission of Site visit Reports and subsequent remedy of the defects found during the site visits and certification of the repaired defects. No extra claim for this purpose would be entertained.

## 9. Prebid Meeting

Date and time of Pre-bid meeting is 18.07.2016 at 2.00 pm at WBIDC office ( 1st floor)

## 10. Deliverables :

- a. An Interim Report based on design and drawing details (One Hard Copy).
- b. Monthly/fortnightly Progress Report.
- c. Report on activities and defects of the contractor, if any.
- d. Any other activity /work related to this tender, if required.

## 11. EARNEST MONEY DEPOSIT

- a) Bidders shall be required to deposit with their bids an Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees ten thousand) only through RTGS/NEFT as details mentioned below. The photo copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.

**Account Name:** West Bengal Industrial Development Corporation Limited

Account Number: 011010200021340

Bank's Name: Axis Bank Limited.

Branch Name: Golpark, Kolkata-19.

IFS Code: UTIB0000011

- b) EMD shall be returned to unsuccessful Bidders within a period of 1 (one) month from the date of signing of Agreement between WBIDC and the successful Bidder. EMD will be converted into initial amount of the Performance Bank Guarantee for the successful bidder.
- c) EMD shall be forfeited in the following cases:
- i) If any information or document furnished by the bidder turns out to misleading or false in any material respect.



- ii) If the successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by WBIDC or if the bidder withdraws the contract proposal even after execution of agreement.

**12. Performance Security Deposit**

- WBIDC will retain an amount equivalent to 10% of the total fee termed as Performance Security Deposit which would be released after completion of the Defect Liability Period.
- Defect Liability Period will be 1 (one) year after the completion of the Project.

**13. Payment Terms:**

The PMC shall raise and submit its bills together with the bills as raised by the Contractor after certification of such bills by the PMC. WBIDC shall make payments of the bills as raised and submitted by PMC after deducting 10% of the respective bill value as Performance Security Deposit.

**14. Service Tax:**

- Service Tax is exempted. Vender to avail exemption as per the ACT, required document for the above may kindly be obtained from WBIDC.
- Prices shall be inclusive of all applicable taxes and duties. VAT and Service Tax quantum to indicated separately.

**15. Extra Condition:**

- WBIDC reserves the right to terminate the work if the agency fails to execute the work as per time.
- In case of difference in amount quoted in figures and words, the lowest value would be considered for evaluation.

**16. Cancellation of Purchase Order / Contractor:**

WBIDC Pune reserves the right for cancellation of purchase order at any time with one month notice if the services are found unsatisfactory.

**17. Disputes**

In case of any dispute which may not be settled amicably between the contractor and WBIDC, the matter may be referred to the Managing Director of WBIDC whose opinion shall be prevailed as final and binding on all the parties and shall be subject to Kolkata jurisdiction only. This clause is applicable only after successful execution of agreement.

I/We agree to execute the work  
at.....% above / below/  
at par the estimated cost.

**Signature with seal of the authorized official  
of the tenderer.**



**Form - I**

**DIFFERENT FORMS INCLUDING FORM OF BID**

**Draft Contract Agreement**

THIS AGREEMENT (“Contract Agreement”) is made on the \_\_\_\_\_ day of, 2016 at Kolkata.

BETWEEN:

West Bengal Industrial Development Corporation Limited, (Govt. of West Bengal undertaking), (hereinafter referred to as “WBIDC”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office and assigns) of One Part

AND

..... LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Contractor”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office) of the Other Part.

Whereas the WBIDC has invited EOI, EOI Reference No. : WBIDC/IP/MK/AMC/AC/2 for the work “Annual Maintenance Contract of Air Conditioners of various types and Tonnage existing at Manikanchan Special Economic Zone, Block – CN1, Sector V, Salt Lake City Kolkata 700 091.

AND WHEREAS the Contractor in Pursuant to that advertisement has participated in the tender process and thus become a successful bidder accordingly and has agreed to execute upon and subject to the conditions set forth herein and Schedule of items and quantities, General Conditions of Contract, Special Conditions of Contract including all other conditions as mentioned in the tender document, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as “the said conditions”) the work shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of Rs..... (Rupees.....only) as therein arrived at or such other sum as shall become payable there under (Hereinafter referred to as “the said Contract amount”)

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said conditions execute and complete the work show upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The WBIDC shall pay the Contractor the said amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said conditions and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
4. Following documents mentioned herein shall form and part this contract:
  - a) EOI Document vide ref. No. .... Date .....
  - b) Scope of work
  - c) Certification of bills
  - d) Expenditure control
  - e) Visit During Defect Liability Period
  - f) Date Of Commencement





- g) Payment Terms
- h) Cancellation Of Purchase Order / Contractor
- i) Dispute
- j) Different Forms Including Form of Bid
- k) Letter of Acceptance (LoA) vide ref. no. .... Date .....
- l) Any other documents related to this Tender Purpose.

5. The WBIDC reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
6. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within fourteenth days from the date of issue of formal work order/ LOA whichever is later as provided for in the said conditions and to complete the Annual Maintenance Work for 12 months.
7. All payments by the WBIDC under this contract will be made at Kolkata and 30 days from receipt of the bill.
8. In case of any dispute by and between the contracting parties the same shall be referred to the Managing Director of WBIDC whose opinion shall be prevailed as final and binding on all the parties and shall be subject to Kolkata jurisdiction only.
9. The various clause & sub-clause of the tender document along with its annexures and modifications made thereon by WBIDC shall be read and be treated as forming part of this Agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the provisions of this Agreement on their parts respectively.
10. That the several parts of this contract have been read by the contractor and fully understood by the contractor.

In witness whereof the Employer and the contractor have set their respective hands to those presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf or the day and year first herein above written.

\_\_\_\_\_  
Signed on behalf of WBIDC

by its duly authorized official

In the presence of:

1. Signature\_\_\_\_\_

Name with address\_\_\_\_\_

\_\_\_\_\_  
2. Signature\_\_\_\_\_

Name with address\_\_\_\_\_

\_\_\_\_\_  
Signed on behalf of the Contractor

In the presence of:

1. Signature\_\_\_\_\_

1. Name with address\_\_\_\_\_

\_\_\_\_\_  
2. Signature\_\_\_\_\_

Name with address\_\_\_\_\_



**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 \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_



Form of Bid

Form - III

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: \_\_\_\_\_

Address: \_\_\_\_\_