



**Expression of Interest  
For  
Project Management Consultancy Services i.e. Technical  
Supervision of the work for Design, Supply, Installation,  
Testing & Commissioning of over ground and underground  
external Fire Hydrant system surrounding SDF and CFB, supply  
and installation of Automatic Fire Detection and Alarm System  
and Augmentation and refurbishing the existing fire pump house**

**At**

**MANIKANCHAN SPECIAL ECONOMIC ZONE  
BLOCK – CN1, SECTOR V, SALT LAKE CITY  
KOLKATA 700 091.**

**Promoted by  
West Bengal Industrial Development Corporation Ltd.**

**E-Tender ID: 2016\_WBIDC\_64736\_1  
EOI No. : WBIDC/IP/MK/Fire(PMC)/02  
Tender Issue Date : 15/01/2016  
Pre-bid meeting Date : 22/01/2016  
Tender submission due : 06/02/2016  
Date**

**TENDER DOCUMENT  
(Second Call)**

**January, 2016.**

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



**LIST OF IMPORTANT DATES**  
**PRESS NOTICE**  
**NOTICE INVITING e-TENDER (NIT)**  
**E-Tender ID: 2016\_WBIDC\_64736\_1**  
**EOI No. WBIDC/IP/MK/Fire(PMC)/o2**  
**(Second call)**

**List of Important Dates of Bids**

- Project Management Consultancy Services i.e. Technical Supervision of the work for Design, Supply, Installation, Testing & Commissioning of over ground and underground external Fire Hydrant system surrounding SDF and CFB, supply and installation of Automatic Fire Detection and Alarm System and Augmentation and refurbishing the existing fire pump house at Manikanchan Special Economic Zone, Block – CN1, Sector V, Salt Lake City, Kolkata-700 091.**
1. Name of work :
  2. Completion period for construction : Till the completion of work of contractor.
  3. Date of issue of Notice Inviting Bid : **15/01/2016**
  4. The total Tender Document can be downloaded from the e-procurement portal [www.wbtenders.gov.in](http://www.wbtenders.gov.in) / [www.wbidc.com](http://www.wbidc.com) from **15/01/2016 after 18.00 hours**.
  5. Time and Date of Pre-Bid Meeting : **22/01/2016 at 14.00 hours**
  6. Venue of Pre-Bid Meeting : OFFICE OF WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBIDCL), 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.
  7. Online Bid uploading start Date : **29/01/2016 at 18-00 hours**
  8. Last Date for online Submission of Bid(s) : **06/02/2016 at 18-55 hours**  
(As per server clock).
  9. Time and Date for opening of online Technical Bid/Bids : **08/02/2016 at 11-00 hours (as per server clock) and onward** Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.
  10. Time, Date and Place of opening Financial Bids : Will be intimated later to the technically qualified bidder(s)
  11. Last date of Bid validity : **180 (one eighty) Days** from the last date of bid submission.



## Press Notice

**E-Tender ID: 2016\_WBIDC\_64736\_1**  
**EOI No. : WBIDC/IP/MK/Fire(PMC)/02**

The Managing Director, West Bengal Industrial Development Corporation Limited (WBIDCL) invites the rate through e-tenders for project management consultancy services from renowned and eligible Contractors for undertaking the following work:

1.	Place : <b>Manikanchan SEZ, Block CN1, Sector V, Salt Lake, Kolkata – 700 091</b>
2.	Name of the work: <b>Project Management Consultancy Services i.e. Technical Supervision of the work for Design, Supply, Installation, Testing &amp; Commissioning of over ground and underground external Fire Hydrant system surrounding SDF and CFB, supply and installation of Automatic Fire Detection and Alarm System and Augmentation and refurbishing the existing fire pump house at Manikanchan Special Economic Zone, Block – CN1, Sector V, Salt Lake City, Kolkata-700 091.</b>
3.	Estimated cost of Commissioning : Approximately <b>Rs. 87.00 Lakh</b>
4.	Earnest Money : <b>Rs. 10,000/-</b> (Rs Ten thousand) only through RTGS/NEFT
5.	Time allowed for completion: Till the completion of work of contractor.
6.	The total Tender Document can be downloaded from the e-procurement portal <b><u>www.wbtenders.gov.in</u></b> and <b>wbidc website: www.wbidc.com</b> from <b>15/01/2016 from 18.00 hrs.</b>
7.	Time, Date and Place of Pre-Bid Meeting: <b>On 22/01/2016 at 14.00 hrs</b> at WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.
8.	<b>Last date and time for submission of Online Bid : 06/02/2016 within 18.55 hrs.</b>



## **NOTICE INVITING e-TENDER**

Sealed Design Built Lump Sum Turnkey rate e-tenders are invited on behalf of WBIDC by Managing Director, WBIDC, PROTITI, 23, Abanindranath Tagore Sarani Kolkata – 700 017 for the following work:

1.	<b>Name of work</b>	<b>Project Management Consultancy Services i.e. Technical Supervision of the work for Design, Supply, Installation, Testing &amp; Commissioning of over ground and underground external Fire Hydrant system surrounding SDF and CFB, supply and installation of Automatic Fire Detection and Alarm System and Augmentation and refurbishing the existing fire pump house at Manikanchan Special Economic Zone, Block – CN1, Sector V, Salt Lake City, Kolkata-700 091.</b>
2.	<b>Location of work</b>	<b>Manikanchan SEZ, Block CN1, Sector V, Salt Lake, Kolkata – 700 091.</b>
3.	<b>Estimated cost of Work</b>	Rs. 87.00 lakh (Rupees sixty lakh)
4.	<b>Time of completion</b>	Till the completion of the said work by the contractor.
5.	<b>Qualification criteria</b>	<p><b>A.</b> The bidder must be a reputed and reliable company having the following credentials:</p> <ol style="list-style-type: none"><li>The bidder should have experience of Project Management Consultancy Services i.e. Technical Supervisory work on Design, Supply, Installation, Testing &amp; Commissioning of Fire Hydrant and Automatic Detection System etc. Including Augmentation. Reference List with documentary proof to be attached on work of similar nature within the past 3 (three) years and details of current work in hand.</li><li>For the purpose of the tender, similar works will mean- Design, Supply, Installation, Testing &amp; Commissioning of Hydrant and Automatic Detection System etc. Including Augmentation having similar experienced of the proposed Work.</li></ol> <p><b>c)</b> To qualify technically in the EOI, each bidder should have the following criteria :</p> <ol style="list-style-type: none"><li>The bidder should have a minimum average turnover of at least <b>Rs. 50.00 lakh</b> in the last three preceding years.</li><li>The bidder should have successfully completed at least one similar type of works during last three years.</li><li>The bidder should have sufficient technical experts for the said work.</li></ol> <p><b>B.</b> Each bidder must produce:</p> <ol style="list-style-type: none"><li>The P/L &amp; Balance Sheet of the last three years (2014-15, 2013-14, 2012-13) ;</li><li>An affidavit that the information furnished with the EOI documents is correct in all respects;</li><li>PAN Card Xerox copy.</li><li>Power of Attorney in favour of the authorized representative</li></ol>

		signing the EOI. C.. Bidder should not be black listed with any Govt./State Govt./ Statutory bodies/Organizations.
6.	<b>Earnest Money</b>	<b>Rs. 10,000/- (Rupees ten thousand)</b> only through RTGS/NEFT, the details of which is as follows : 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>The scanned copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.</b>
7.	<b>Availability of Tender Documents</b>	Tender documents will be available from the e-procurement portal <a href="http://www.wbtenders.gov.in/www.wbidc.com">www.wbtenders.gov.in/www.wbidc.com</a> from <b>15/01/2016</b> .
8.	<b>Site Visit</b>	<b>Bidders are advised to visit the site before submission of bid.</b>
9.	<b>Pre-Bid Meeting:</b>	<b>22/01/2016 at 14.00 hrs</b> at WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017
10.	<b>Last date of Submission of tender</b>	<b>Bidding documents, signed by authorized person</b> of the bidder, must be submitted online on or before <b>06/02/2016 within 18.55 hrs. (as per server clock).</b>
11.	<b>Procedure for submission of tender</b>	Bidders are requested to submit their tenders through e-procurement portal <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> . If required, the bidders may be requested to submit the hard/original copy of the technical bid at the time of verification of the documents
12.	<b>Date, time and venue of opening of Technical Bid</b>	<b>08/02/2016 at 11-00 hours.</b> Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017. 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.
13.	<b>Opening Date &amp; Time of Financial Bid</b>	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
14.	<b>Validity of the bid</b>	<b>180 (one eighty)</b> 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
15.	<b>Taxation</b>	Taxes on materials and/or finished work like works, contract tax, etc. in respect of this contract whether in vogue or may be imposed in future shall be payable by the contractor and WBIDC will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed on to WBIDC.

**NOTE : Other details can be seen in the bidding document. WBIDC reserves to itself the right to reject any or all the tenders received without assigning any reason thereof.**



**Expression of Interest  
for  
Project Management Consultancy Services i.e.  
Technical Supervision of the for Design, Supply, Installation,  
Testing & Commissioning of over ground and underground  
external Fire Hydrant system surrounding SDF and CFB, supply  
and installation of Automatic Fire Detection and Alarm System  
and Augmentation and refurbishing the existing fire pump house  
at Manikanchan Special Economic Zone, Block – CN1, Sector V,  
Salt Lake City, Kolkata-700 091.**

**E-Tender ID: 2016\_WBIDC\_64736\_1  
EOI No. : WBIDC/IP/MK/Fire(PMC)/02**

1. WBIDC has declared condemned the existing external damaged underground Hydrant and Sprinkler pipe line ring main. Considering the present position of firefighting system of Manikanchan SEZ, WBIDC has decided to change with new above ground Hydrant and Sprinkler pipeline except gate and passage area that positioned buried as require and replace the Fire Detection and Fire Alarm systems, Fire Extinguishers etc
2. In this connection, WBIDC invites **Expression of Interest (EOI)** from resourceful, experienced and reputed consultants for technical supervision of Design, Supply, Installation, Testing & Commissioning of Fire Hydrant and Automatic Detection System etc. Including Augmentation 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 for Design, Supply, Installation, Testing & Commissioning of over ground and underground external Fire Hydrant system surrounding SDF and CFB, supply and installation of Automatic Fire Detection and Alarm System and Augmentation and refurbishing the existing fire pump house 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. 50 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:

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

**4. Estimated Project Cost : Approx. 87,00,000.00 (Rupees Eighty Seven Lakhs).**

**5. Bidding documents, signed by authorized person** of the bidder, must be submitted online on or before **06/02//2016 within 18.55 hours (as per server clock).**

**6.** 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.

**7.** Agency while submitting the online price bid must also submit documents (attested) w.r.t. technical eligibility as stated in the NIT.

**8.** 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.

**9. 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:

- a. Issuing/approving variation orders which have financial implications, except in emergency situation as reasonably determined by the Project Management Consultant
- b. Approving rates for new items of work or for existing items of work which deviate in quantities beyond the limits defined in the contract;
- c. 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 Fire Contractor whose broad scope of work is as under:

- a. The responsibility of the PMC shall include but not limited to –
  - i. Approval of the shop drawing for implementation of water base hydrant system comprising over ground and underground ring main hydrant M. S. ERW pipeline around the Standard Design Factory (SDF) and Common Facility Building (CFB) along with fire equipments at strategic locations as outlined in the RFP Schedule of Quantities
  - ii. Approval of shop drawing for implementation of automatic detection and manual fire alarm system in the SDF and CFB as outlined in the RFP Schedule of Quantities
  - iii. Approval of Work to be carried out for augmentation and refurbishing of existing fire pump house as outlined in the RFP Schedule of Quantities

- iv. Checking of quality of materials used in the fabrication and erection of the hydrant system 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.
- v. Finalization of routine for pipeline erection including dissolution of practical site related issues for obstructions, interferences with existing service lines, if any.
- vi. 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.
- vii. Checking and supervision of work by the contractor for installation of fire equipments to ensure they are in line with the code of practice for applicable BIS.
- viii. Finalization of cable routine for implementation of automatic detection and manual fire alarm system and provide solutions to practical site related issues for existing obstruction and interferences.
- ix. Checking and supervision of automatic detection and fire alarm work and ensure they are in compliance to existing BIS code of practice
- x. Supervision and checking of work for fire pump augmentation and refurbishing 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 firefighting works complete in all respect certified by WBIDC within the time limit of 3 (three) 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 construction 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 visit 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.

## 10. Deliverables :

- a. An Interim Report based on design and drawing details (One Hard Copy).
- b. Tender Document, Bill of Quantities & Cost Estimates – One hard Copy + Soft Copy
- c. Tender Stage and Working Stage Drawings – Three sets of Hard Copy + Soft Copy.
- d. Bid Evaluation Report.
- e. Monthly/fortnightly Progress Report.
- f. Report on activities and defects of the contractor, if any.

## 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 in the NIT. The scanned copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.
- 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 3 (Three) 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.** For any further clarification in this regard, the agency may contact Mr. N Debnath, Dy. Manager (IP), WBIDC, and Phone No. : 033-22553741.



**SECTION F – DIFFERENT FORMS INCLUDING FORM OF BID**

**Standard Forms**

(a) Standard Form of Agreement

*Notes on Standard Form of Agreement*

The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 25).

**Standard Form: Agreement**

**Agreement**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
between \_\_\_\_\_  
\_\_\_\_\_ [name and address of Employer]

(Hereinafter called "the Employer") of the one part, and \_\_\_\_\_  
\_\_\_\_\_ [name and address of Contractor]

(hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute  
\_\_\_\_\_  
\_\_\_\_\_ [name and identification number of Contract] (hereinafter called "the Works")  
and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and  
the remedying of any defects therein at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become





payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
- i) Notice to proceed with the works (Letter of Intent/Work Order);
  - ii) Contractor's Bid;
  - iii) Conditions of Contract
  - iv) Specifications;
  - v) Drawings; and
  - vi) Any other document listed in the Bid Document as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_

in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_



(b) FORMAT OF BANK GUARANTEE AS PERFORMANCE /SECURITY DEPOSIT

To

West Bengal Industrial Development Corporation Limited  
23 Abanindranath Thakur Sarani  
Kolkata – 700 017.

Telephone no. 033 2255 3737

Fax – 033 2255 3737

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 18 months after intended completion date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_



## Form of Bid

### Notes on Form of Bid

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

\_\_\_\_\_ [Date]

To

West Bengal Industrial Development Corporation Limited  
23 Abanindranath Thakur Sarani  
Kolkata – 700 017.

Telephone No. (s): Office: 033 2255 3700

Fax no.. 033 2255 3737

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.

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:** \_\_\_\_\_

\_\_\_\_\_

By Order  
Managing Director