



West Bengal
Industrial Development
Corporation

**NOTICE INVITING TENDER
FOR
SUPPLY, INSTALLATION, TESTING, COMMISSIONING, SHED &
FOUNDATION OF 1No. X 62.5 KVA 415 VOLTS (3-PHASE)
OUTDOOR TYPE SILENT DIESEL GENERATOR SET FOR REST
HOUSE COMPLEX
AT
VIDYASAGAR INDUSTRIAL PARK**

**REFERENCE NO: WBIDC/VIP/RH/DG/01
PROPOSAL ISSUE DATE: 01/06/2022
LAST DATE OF SUBMISSION OF TENDER: 08/06/2022**

**WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION
LIMITED
(A GOVERNMENT OF WEST BENGAL UNDERTAKING)
23, ABANINDRANATH TAGORE SARANI (CAMAC STREET),
KOLKATA-7000017**

INTRODUCTION

1. Background:

West Bengal Industrial Development Corporation Limited (WBIDC) is the nodal agency of the State Government for the development of medium and large scale industries in the state of West Bengal. WBIDC also facilitates the timely development and maintenance of infrastructure for growth of industries in the state of West Bengal.

2. WBIDC now desires to have a 62.5 kVA Silent type DG Set for the Rest House Complex at Vidyasagar Industrial Park.
3. In this connection, WBIDC invites proposals from the resourceful, experienced and reputed organizations for providing the following services for Supply, installation, testing, commissioning, shed (75mm X 50mm RHS frame work with .45 mm sheet) and foundation of 1No. X 62.5 KVA outdoor type silent Diesel Generator Set including construction of platform of size 3m x 1.8m and all cable from the main panel for Rest house complex at Vidyasagar Industrial Park.

4. Amendment of Bidding Documents:

- 4.1 At any time before the submission of proposals, WBIDC may, for any reason modify the documents by amendment
- 4.2 Before the deadline for submission of bids, WBIDC may modify the bidding documents by uploading the addenda in the website.
- 4.3 Any addendum thus uploaded shall be part of the RFP documents.

5. Earnest Money Deposit (EMD)

- a. Each Bidder have to submit an Earnest Money Deposit for an amount of Rs.30,000/- (Thirty Thousand) only through e-tender portal.
- b. EMD shall be returned to the unsuccessful Bidders through e-tender portal system and in case of successful bidder, **EMD will be converted into initial Security Deposit which will be released after DLP.**

c. EMD shall be forfeited in the following cases:

- a) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- b) If the successful Bidder fails to execute the work after issuing of contract agreement within the stipulated time or any extension thereof provided by WBIDC or if the bidder withdraws the contract proposal even after issuance of contract agreement and later on, since it will be converted as security deposit, it will be forfeited as per terms and condition for recovering of security deposit.

6. Pre Bid Meeting

6.1 A prospective Bidder requiring any clarification on the RFP document may attend pre bid meeting with their queries in writing. A pre-bid meeting is scheduled at 06.06.2022 at 11.00 am in the office of WBIDC.

6.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. In this regard bidder(s) are requested to visit the park before meeting.

6.3 The bidder(s) is requested to submit any questions in writing or by mail so as to reach the Employer not later than 24 hours before the meeting.

6.4 Minutes of the meeting and the responses given will be uploaded in the website without identifying the bidder(s).

6.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

7. Address of Communication

For site visit or any further queries bidders are requested to communicate with the following address-

- 1) Mr. Soumitra Sen, Advisor (Project), Phone No.: 033-22553838 E-mail: soumitra.sen@wbidc.com.
- 2) Mr. Chandrasekhar Chatterjee, OSD (IP), Phone No.: 033-22553742, contact no: 7980745582 E-mail: chandrasekhar.chatterjee@wbidc.com.
- 3) Mr. Subrata Chanda, EA(IP), Contact no: 8961223906

Press Notice

E-Tender Ref No. : WBIDC/VIP/RH/DG/01

E-tender Id-

WBIDCL invites e-tenders for Supply, installation, testing, commissioning, shed & foundation of 1No. X 62.5 KVA outdoor type silent Diesel Generator Set for Rest house complex Details are available at www.wbtenders.gov.in.

LIST OF IMPORTANT DATES OF BIDS

1. **Name of work and Estimated Cost** : **Supply, installation, testing, commissioning, shed & foundation of 1No. X 62.5 KVA (415 V, 3-phase) including construction of platform outdoor type silent Diesel Generator Set for Rest house complex at Vidyasagar Industrial Park (Estimate cost: Rs.8,74,500/- excluding tax)**
2. **Duration of completion of work** : **Twenty One (21) days from the date of issuing work order**
3. **Defect Liability Period** : **One (1) year from the date of Completion**
4. **Date of issue of Notice Inviting Bid** : **01.06.2022 at 11.00am**
5. **Time and Date of Pre-Bid** : **06.06.2022 at 11.00am**
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. **Bid submission start date (On line)** : **06.06.2022 at 03.00 pm**
8. **Bid Submission closing date (On line)** : **08.06.2022 at 03.00pm**
9. **Time and Date for opening Technical Bid/Bids** : **10.06.2022 at 11.00 am**
10. **Date of uploading list for Technically Qualified Bidder(online)** : **Will be notified later on.**
11. **Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any.** : **Will be notified later on.**
12. **Date for opening of Financial Proposal** : **Will be notified later on.**
13. **(Online) Last date of Bid validity** : **120 days**

INSTRUCTION TO BIDDER

1.0. Submission of Tenders :

1.1 Tenders are to be submitted online through e-tender portal in two folders at a time for each work one is technical Proposal and the other is Financial Proposal, before the prescribed date and time.

1.2 Technical Proposal (PART-I)

The Technical should contain scanned copies and / or declarations in the following standardized format in further to covers (Folders)

- a) Technical files (Statutory covers)
 - i. NIT and Addendum or Corrigendum if any.
 - ii. Declaration.
 - iii. Scanned copy of Power of attorney as per the enclosed format (Annexure-3) by the competent Authority if the power is delegated for signing the Bid to persons other than the applicant must be uploaded.
 - iv. Covering Letter enclosed as Annexure-2
 - vi. Credential: Intending tenderers should produce credentials in terms of completion certificate or work order for a similar nature of work under any Central Government, State Government or any public undertaking, autonomous body, parastatal body, whatever name called under the Central or the State Government during last 5(five) years prior to the date of issue of the tender notice; In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer. Payment certificate will not be treated as credential.
 - vii. Project Date sheet as Annexure-5.

1.2.1 My documents:

- (i) Details of bidder as per enclosed format as Annexure-4
- ii) The firm shall have valid Trade License.
- (ii) The firm shall have Valid GST Registration Certificate.
- (iv) The firm shall have valid PAN Card along with last three years IT return
- (v) A declaration on non-judicial stamp paper stating that the documents submitted / furnished by him are true and genuine to the best of his knowledge and belief. In case any fraudulent activities are observed and or detected, he shall be solely responsible for such activities. He shall also declare that whether his firm has been debarred in recent past from any sort of tendering in any department or punished in any form.

1.4 Financial Proposal-(PART-II)

i) Priced bill of quantities (filled in BOQ).

ii) As stated elsewhere the rate quoted by the tenderer shall be inclusive of supply, transportation, loading, unloading, installation, all related civil works for completion of the work for which tender has been called. All other charges like insurance charges, freight, Government Inspector's fee for obtaining statutory clearance, Inspection charges etc. as would be required for completion of the work shall also be considered in the rates quoted. No claim what so ever on this account will be entertained.

iii) In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

iv) Submission of Statutory and Non Statutory covers are compulsory for acceptance of the bid.

v) Technical documents may be verified in original format before preparation of final technical evaluation report. Failing which the prospective bidder will be disqualified. Date and time will be notified after opening of technical bids.

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

2.0 Statutory Deduction of taxes / duties / Cess etc. :

Deduction of Income Tax, G.S.T. etc. will be applicable from the contractor's bill at the rate in accordance with the orders/ circulars of the Union Government of India in force during the contractual period.

If the Union Government of India declares any variation of the tax structure during the pendency of the contract, it shall be to the contractor's account.

If any variation in the tax structure declared by the Government of West Bengal during the pendency of the contract shall be to the contractor's account.

3.0 Opening and evaluation of tender:

3.1 Opening of Technical & Financial Proposal:

The technical bid will be opened and after examining of the same, name of the technical qualified bidders will be uploaded in e-tender portal. Upon successful evaluation of the technical bids, financial bids of the technical qualified bidders will be opened.

3.2 The Tender Accepting Authority may ask any of the tenders to submit analysis to justify the rate quoted by that tenderer.

3.3 WBIDC will issue the work order to the successful bidder and bidder will have to accept the work order within three days time. Upon acceptance of the same, the successful bidder will execute the contract agreement as per enclosed format as Annexure-6 within 3 working days from the date of acceptance of the work order by the successful bidder.

4.0 Payment terms:

- A) Upon completion of civil foundation work and supply of DG Set along with allied all necessary equipment at site required for commissioning of the system, 50 % of the total quoted cost will be released as bill no.1. Upon successful commissioning and hand over of the system, remaining amount will be released as bill no.2.
- B) Security Deposit will be released to the successful bidder after DLP gets over and only after satisfaction of WBIDC. In case of any fault occurs within DLP, the bidder will be liable to repair the system without claiming any financial implication to WBIDC whatsoever.

5.0 Security:

Till the successful commissioning of the work, all equipment including DG Set will be under custodian of the successful bidder. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period (DLP) shall be remedied by the Contractor at his cost unless such damage arises from Employer's acts or omissions.

6.0 The liquidated damage shall be 0.5 % per week & maximum amount of liquidated damages shall be 10 % of the Contract Price.

7.0 Before completion of DLP, the bidder will hand over all the necessary original drawings and documents of DG Set including Warranty card etc. to WBIDC.

8.0 Conditional and incomplete Tender:

Conditional and incomplete tenders are liable to summary rejection.

9.0 Withdrawal of tender:

A tender once submitted shall not be withdrawn within a period of 120 days from the last day of the opening of the tender.

If a tenderer withdraws his tender within this period without any valid reason, EMD amount will be forfeited.

10.0 Validity of the offer/ tender:

The validity of the tender shall be 120 days from the date of the opening of the offer. Time of completion of work shall be reckoned from the date of issuance of Work order date.

11.0 Payment of wages and other regulatory benefits:

The wages and other regulatory benefits / viz. ESI, EPF & Bonus, as per the prevailing rules, regulations, acts etc. of the state and union Govt. shall be provided to all the personnel deployed by the contractor from

time to time for undertaking the work. In no case, the department shall not be held responsible for any eventualities in this regard.

12.0 Acceptance of Tender:

- I. Lowest valid rate should normally be accepted. However, the Tender accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, without assigning any reasons thereof.
- II. During the entire process of the tender, if it is found that any penal measures imposed by any Govt/ Semi-Govt/ Autonomous body against any intending tenderer, the Authority reserves the right to reject any bid offered by the said tenderer.
- III. Submission of false document by tenderer is strictly prohibited and if found action may be referred to the appropriate authority for persecution as per relevant I.T. Act. with forfeiture of earnest Money forthwith.

13. Approval system:

There will be Engineer (PMC) at site who will vet the specification of DG Set and drawings of foundation and shed before execution of work and PMC will supervise your work and certify the RA Bill of yours as well before submission to WBIDC since technical specification of DG set as mentioned under Annexure-1 is tentative only.

14. Extension of time:

WBIDC may extend the completion time upon receipt of concurrence of PMC in case of any unforeseen issue arises attributing to WBIDC and WBIDC may impose the Liquidity Damages if the extension of time mainly attributing to the bidder.

13.0 Disclaimer:

All expense for preparing and submission of the tender bid shall be to the bidder's account and shall no way be refunded/ compensated in any form.

WBIDC reserve the right to reject or accept or split any or all tenders / bids without assigning any reasons what so ever.

WBIDC reserves the right to terminate the tender without assigning any reason what so ever in nature at any point of time during pendency of the contract by serving upon seven days written notice to the contractor even after award of the contract and execution of field work without entertaining any claim for loss of profit or compensation of any kind and of any nature whatsoever.

14. Arbitration:

All tenders in which any of the prescribed conditions are not fulfilled will be rejected. No arbitration for the work will be admissible.

Managing Director
West Bengal Industrial Development Corporation Ltd.,

ANNEXURE-1

Technical Specification & Scope of Work

(i) Supply, installation, testing, commissioning, shed & foundation of INo. X 62.5 KVA 415 Volts (3 Phase) outdoor type silent Diesel Generator Set including construction of platform of size 3m X 1.8m including cable from main panel to DG Set for commissioning purpose for Rest house complex at Vidyasagar Industrial Park.

(Approved Brand: Kirloskar, Cummins, Jackson, Mahindra, Crompton or any equivalent brand approved by PWD/WBSEDCL/WBSETCL/WBPDCL.

(ii) Specification of shed: 75 mm X 50 mm RHS frame work with 0.45 mm 'TATA Blue Scope' or equivalent sheet.

ANNEXURE-2

Covering Letter

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

Date:

To:

Ref: Supply, installation, testing, commissioning, shed of 1No. X 62.5 KVA 415 volts (3-Phase) including construction of platform for an outdoor type silent Diesel Generator Set for Rest house complex at Vidyasagar Industrial Park.

Dear Sir,

Being duly authorized to represent and act on behalf of (Hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of.....(Name of Bidder) for the aforesaid Project with the details as per the requirements of the NIT, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from _____ (insert Proposal Due Date).

We also hereby agree and undertake as under:

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

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

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

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the

Bidder (NAME, TITLE AND ADDRESS OF THE

AUTHORIZED SIGNATORY)

ANNEXURE-3

POWER OF ATTORNEY
(On Stamp paper of relevant value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position of as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **Supply, installation, testing, commissioning, shed of 1No. X 62.5 KVA 415 volts (3-Phase) including construction of platform for an outdoor type silent Diesel Generator Set for Rest house complex at Vidyasagar Industrial Park** including signing and submission of all documents and providing information/responses to WBIDC in all matters in connection with our Proposal for the said Work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of 2022

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

Accepted
..... (Signature)
(Name, Title and Address of the Attorney)
Date:

Note:

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

ANNEXURE-4
Details of Bidder

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

1. Details of Organization:

- (a) Name of the Organization
 - (b) Address
 - (c) Year of Establishment
 - (d) Status of the firm (Whether Company/Firm/Proprietary)
 - (e) Name of Directors/ Partners/Proprietor.
 - (f) Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date.
 - (g) Mention PAN No. along with last three years IT return
 - (h) Other relevant information such as GST certificate etc.
- (A separate sheet may be attached if needed)

ANNEXURE-5

Format for Project Data Sheet

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. Completion certificates should be provided.

Firms Name

SL No.	Assignment Name(In detail)	Name of Contracting Authority with address	Starting Date/ Completion Date	Approx. value of Services (in Rs.)

Note: A separate sheet may be attached if needed

ANNEXURE-6
Agreement Copy

THIS AGREEMENT is made on the _____ day of, 2022 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 [the Firm (in case of Sole Bidder) or Lead Member of Joint Venture/LLP (in case of Joint Venture/LLP)], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office) of the Other Part.

WHEREAS:

A.

WBIDC has invited E-Tender reference no.: _____ for Supply, installation, testing, commissioning, shed & foundation of 1No. X 62.5 KVA 415 volts (3-Phase) including construction of platform for an outdoor type silent Diesel Generator Set for Rest house complex at Vidyasagar Industrial Park. West Bengal.

B.

AND WHEREAS the(Name of the bidder) in Pursuant to that advertisement has participated in the BID process and thus become a successful bidder accordingly and has agreed to execute upon and subject to the conditions set forth in Scope of Services as mentioned in NIT Document vide no dated (hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement for 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 Consultancy amount”).

C.

In response thereto proposals were received from several persons including the(name of the the bidder). After evaluating them, the Proposal submitted by the(name of the bidder) has been accepted and Work Order No..... dated..... was issued.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said consultant amount to be paid at the times and in the manner set forth in the said conditions, ...(name of the bidder) 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. **WBIDC** shall pay to the ...(name of the bidder) the said amount, or such other sum as shall become payable, at the times and in the manner specified in the said NIT document.
3. The said conditions and Appendices mentioned in NIT document 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. **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

agreement. However any opinion given by the ...(name of the bidder) in this regard must be discussed mutually and the decision made by **WBIDC** will be final and bindingl.

5. The communication made by **WBIDC** to the ...(name of the bidder) in right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions and will be considered as a part of this agreement from time to time.
6. The ...(name of the bidder) shall exercise the best of his professional capacity and care, expertise and experience in the performance of this agreement and shall be liable for compensation to **WBIDC** for any damage or loss arising from want of such care and capacity or expertise and experience or neglect of professional duty.
7. If any deviation or deficiency in the work done by the ...(name of the bidder) is noticed during inspection and visits,. ...(name of the bidder) shall comply and report the action being taken by him in this regard. ...(name of the bidder) shall ensure that no payment of such work is made to the contractor till entire rectification to the fullest extent.
8. Following documents mentioned herein shall form a part of this agreement:
 - a) NIT Document vide no _____ Dated _____
 - b) Work Order vide ref. no _____ date _____
9. ...(name of the bidder) shall indemnify and keep indemnified **WBIDC** against any damage or loss to be suffered by **WBIDC** in consequence of such neglect or incompetence of the ...(name of the bidder) in the performances of his duties or functions under this agreement.
10. Time shall be considered as the essence of this contract and the ...(name of the bidder) hereby agrees to commence the work on the day of handing over of the site and to complete the entire work within three weeks (3) subject nevertheless to the provisions for extension of time.
11. Any dispute arising under this Agreement will be referred by **WBIDC** to **MD, WBIDC** and the decision made by **MD, WBIDC** will be treated as final and binding upon both the parties accordingly,
12. Any dispute arising out of this agreement will be subject to Kolkata jurisdiction only.
13. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing
14. That the several parts of this agreement and the documents mentioned above have been read by the ...(name of the bidder) and fully understood by the ...(name of the bidder).

In witness whereof **WBIDC** and the ...(name of the bidder) 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 ...(name of the bidder)
In the presence of:
1. Signature _____
1. Name with address _____

2. Signature _____
Name with address _____
