



NOTICE INVITING E-TENDER

FOR

RECONSTRUCTION & REPAIRING OF DAMEGED DRAIN COVER, INTERNAL ROAD KERB CHANNEL, ROTARY & ENTIRE DRAINAGE SYSTEM CLEANING AT NORTHERN ZONE OF PANAGARH INDUSTRIAL PARK

November -2024

Reference No. : ***WBIDC/PIP/INFRA-RENOVATION/24-25/01***
E Tender Id : ***2024_WBIDC_767105_1***
Proposal Issue Date : ***11-11-2024***
Last Submission Date : ***02-12-2024***

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.

(A Government of West Bengal Undertaking)

PROTITI, 23 ABANINDRANATH TAGORE SARANI

KOLKATA – 700017, WEST BENGAL

TEL : +91-33-22553700

FAX : +91-33-22553737

WEB: www.wbidc.com

Notice Inviting e-Tender for selection of Contractor for “RECONSTRUCTION & REPAIRING OF DAMEGED DRAIN COVER, INTERNAL ROAD KERB CHANNEL, ROTARY & ENTIRE DRAINAGE SYSTEM CLEANING AT NORTHERN ZONE OF PANAGARH INDUSTRIAL PARK.”

DISCLAIMER

The information contained in this Notice Inviting e-Tender (NIeT) document or subsequently provided to Bidder(s), whether verbally or in documentary form by or on behalf of West Bengal Industrial Development Corporation Limited (WBIDC), is provided to Bidder(s) on the terms and conditions set out in this NIeT document and any other terms and conditions subject to which such information is provided. This NIeT document is not an agreement and is neither an offer nor invitation to any other party. The purpose of this NIeT document is to provide interested Bidder(s) with information that may be useful to them to prepare their proposal including financial offers (the “Bid”) pursuant to this NIeT Document. This specification includes statements, which reflect various assumptions; assessments arrived at by WBIDC in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information each Bidder(s) may require. This NIeT document may not be appropriate for all persons, and it is not possible for WBIDC and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder(s) who reads or uses the NIeT document. The assumptions, assessments, statements and information contained in this NIeT document, may not be complete, accurate, adequate or correct. Each Bidder(s) should, therefore, conduct its own investigations and analysis, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information in this NIeT document and obtain independent advice from appropriate sources. Information provided in this NIeT document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. WBIDC, its employees, advisors and technical Contractort/s accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of law expressed herein. WBIDC and their employees, advisors and technical Contractort/s make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIeT document or otherwise, including the accuracy, adequacy, correctness, reliability of completeness of the NIeT document and assessment, assumption, statement or information contained therein or deemed to form part of this NIeT document or arising in any way in this Bid stage. WBIDC, its employees, advisors and technical Contractort/s also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in the NIeT document. WBIDC may at their absolute discretion, but without being under any obligation to do, so update, amend or supplement the information, assessment or assumptions contained in this NIeT document.

The issue of this NIeT document does not imply that WBIDC is bound to select a Bidder(s) or to appoint the preferred Bidder(s) for the project and WBIDC reserves the right to reject all or any of the Bidder(s) or Bid without assigning any reason. The Bidder(s) shall bear all its costs associated with or relating to the reparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by WBIDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder(s) and WBIDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid regardless of the conduct or outcome of the Bidding Process.

Table of Contents

<u>SECTION</u>	<u>DESCRIPTION</u>
Section-1	: List of Important Dates, Press Notice, Notice Inviting e-Tender
Section-2	: Instructions to Bidders (ITB)
Section-3	: Qualification Information
Section-4	: General Conditions of Contract
Section-5	: Scope of Work
Section-6	: Mode of Measurement & Safety Code
Section-7	: Different Forms including From of Bid

SECTION - 1

LIST OF IMPORTANT DATES

Tender Reference No. : WBIDC/PIP/INFRA-RENOVATION/2024-25/01

List of Important Dates of Bids

1. Name of work : **RECONSTRUCTION & REPAIRING OF DAMEGED DRAIN COVER, INTERNAL ROAD KERB CHANNEL, ROTARY & ENTIRE DRAINAGE SYSTEM CLEANING AT NORTHERN ZONE OF PANAGARH INDUSTRIAL PARK.**

2. Completion period for construction : **Within 60 days from the date of issue of Work Order.**

3. Date of issue of Notice Inviting Bid : **07/11/2024 at 16:30 hours.**

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

5. Time and Date of Pre-Bid Meeting : **12/11/2024 at 11-00 hours.**

6. Venue of Pre-Bid Meeting : Office of West Bengal Industrial Development Corporation Limited, Protiti, 23, Abanindranath Thakur Sarani, Kolkata-700017.

7. Bid uploading start Date : **13/11/2024 at 13-00 hours**

8. Last Date for Submission of Bid(s) : **02/12/2024 at 13-00 hours.**
(As per server clock).

9. Time and Date for opening Technical Bid/Bids : **05/12/2024 at 12-00 hours**
(As per server clock).
Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700017.

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 : **120 (one twenty) Days** from the last date of bid submission.

Press Notice

E-Tender Reference No. :WBIDC/PIP/INFRA-RENOVATION/24-25/01

The Managing Director, West Bengal Industrial Development Corporation Limited (WBIDCL) invites item rate e-tenders from renowned and eligible Service Providers for undertaking the following work:

1.	Place : Panagarh, West Bengal
2.	Name of work: RECONSTRUCTION & REPAIRING OF DAMEGED DRAIN COVER, INTERNAL ROAD KERB CHANNEL, ROTARY & ENTIRE DRAINAGE SYSTEM CLEANING AT NORTHERN ZONE OF PANAGARH INDUSTRIAL PARK.
3.	Earnest Money : 24431.00/- (Rupees Twenty Four Thousand Four Hundred Thirty One Only)
5.	Duration of Contract: 60 (Sixty) days from the issuance of work order.
6.	The total Tender Document can be downloaded from the e-procurement portal https://wbtenders.gov.in/nicgep/app from
7.	Time, Date and Place of Pre-Bid Meeting: 11.00P.M , 12/11/2024 at WBIDCL Office 23,Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017
8.	Last date and time for submission of Online Tender : 02/12/2024

By Order
Managing Director, WBIDC

NOTICE INVITING e-TENDER

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.	Name of work	RECONSTRUCTION & REPAIRING OF DAMEGED DRAIN COVER, INTERNAL ROAD KERB CHANNEL, ROTARY & ENTIRE DRAINAGE SYSTEM CLEANING AT NORTHERN ZONE OF PANAGARH INDUSTRIAL PARK.
2.	Location of work	Panagarh Industrial Park, Panagarh, Paschim Bardhaman.
3.	Estimated cost of the Work	Percentage Rate
4.	Time of completion	Within 60 (Sixty) days from Date of issue of Work Order.
5.	Qualification criteria	The bidder must be a reputed and reliable company having the following credentials: a. The bidder should have experience of similar nature of Civil work as per NIT. b. Bidder should not be black listed with any State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute organization.
6.	Earnest Money	Rs. 24431.00 /- (Rupees Twenty Four Thousand Four Hundred Thirty One Only) to be submitted only through online during submission of bid. The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e-tender. The bid stands cancelled in its entirety if the EMD is not provided.
7.	Availability of Tender Documents	Tender documents will be available w.e.f. 11/11/2024 from the e-procurement portal www.wbtenders.gov.in or www.wbidc.com .
8.	Site Visit	Bidders are advised to visit the site before submission of bid.
9.	Pre-Bid Meeting:	12/11/2024 at 11.00 hrs.
10.	Bid uploading Start Date	13/11/2024 at 13.00 hours
11.	Last date of Submission of tender	Bidding documents, signed by authorized person of the bidder, must be submitted online on or before 02/11/2024 at 13-00 Hrs. (as per server clock).
12.	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement portal www.wbtenders.gov.in . 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
13.	Date, time and venue of opening of Technical Bid	04/12/2024 at Time: 12-00 hours (as per server clock). 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.
14.	Date and Time of Opening of Financial Bid	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
15.	Validity of the bid	120 (one twenty) 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
16.	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 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.

SECTION 2

Instructions to Bidders

Table of Clauses

Clause A. General

- 1 Scope of Bid
- 2 Source of Funds
- 3 Eligible Bidders
- 4 Qualification of the Bidder
- 5 One Bid per Bidder
- 6 Cost of Bidding
- 7 Site Visit

Clause B. Bidding Documents and Evaluation

- 8 Content of Bidding Documents
- 9 Clarification of Bidding Documents & Pre-bid Meeting
- 10 Amendment of Bidding Documents

Clause C. Preparation of Bids

- 11 Language of Bid
- 12 Documents Comprising the Bid
- 13 Bid Prices
- 14 Currencies of Bid
- 15 Bid Validity
- 16 Earnest Money
- 17 Alternative Proposals by Bidders
- 18 Format and Signing of Bid
- 19 Sealing and Marking of Bids
- 20 Deadline for Submission of Bids
- 21 Late Bids

Clause D. Bid Opening

- 22 Bid Opening
- 23 Process to be Confidential
- 24 Clarification of Bids and Contracting the Employer
- 25 Correction of Errors
- 26 Evaluation and Comparison of Bids

Clause E. Award of Contract

- 27 Employer's Right to Accept any Bid and to Reject any or all Bids
- 28 Notification of Award
- 29 Performance Security/ Security Deposit
- 30 Cost of Tender Document
- 31 Corrupt or Fraudulent Practice

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

The Employer – “Managing Director, West Bengal Industrial Development Corporation Limited” invites tender for “**RECONSTRUCTION & REPAIRING OF DAMEGED DRAIN COVER, INTERNAL ROAD KERB CHANNEL, ROTARY & ENTIRE DRAINAGE SYSTEM CLEANING AT NORTHERN ZONE OF PANAGARH INDUSTRIAL PARK**” at Panagarh , Paschim Bardhaman. Which includes as mentioned below:

- a) **Reconstruction of damaged drain cover.**
- b) **Reconstruction & repairing of kerb channel.**
- c) **Reconstruction damaged portion of rotary wall & fixing of missing MS railing.**
- d) **Cleaning of entire drainage system by removing of cover slab & refixing as it is.**
- e) **Plastering & Painting of repairing job at rotary wall.**
- f) **Entire site should be cleaned after cleaning of drainage system.**

1.1 The successful Bidder will be expected to complete the Works within 60 (Sixty) days from the issue of the Work Order.

1.2 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer bid/ tender, bidding/tendering, etc.) are synonymous.

2. Eligible Bidders

3.1 This Invitation for Bids is open to all eligible and renowned bidders who have previous experiences of successfully completing similar nature of Works.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

4.1 All bidders shall upload all the information as requested in Section 3, Qualification Information along with the Technical Part and Form of Bid (Format given in page- 16) along with the financial part of the Bid Document.

4.2 All bidders shall include the following information and documents with their bids in Section 3., Qualification Information :

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of worked performed for each at least of the last 5 (five) years at least 40% to the tender value.
- (c) Experience in works of a similar nature and size for each at least in the last 5(five) years and details of works in progress or contractually committed with certificates from the concerned officer.
- (d) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past 3 (three) years; If the bidder is not liable for Tax audit, as per his/ their financial transaction value and as per rule/ law in force, an undertaking should be given to that effect in Non- Judicial Stamp Paper of appropriate value, duly notarized.
- (e) An undertaking that the bidder will be able to invest the Contract Price of works, during the implementation of the works;.
- (f) Authority to seek references from the Bidder's bankers;
- (g) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;

4.3 To qualify for award of the Contract, each bidder should have in the last three years:

- i. The financial proposal should contain the following documents in one cover (folder), i.e., Bill of quantities (BOQ) the contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- ii. The prospective bidders shall satisfactory completed as an agency during the last 5 (five) years from the date of issue of this notice and they shall have Credential of at least either of the following [Non-Statutory Documents]:-
 - a. 40% of the quoted amount whichever is higher for at least one completed 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.

b. 30% of the quoted amount whichever is higher for at least two completed works of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt.

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

c. One single running 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. which has been completed to the extent of 80% or more and value of which is not less than the desired value of (a) above.

N.B.:- In case of running works, certificate of satisfactory running work from the concerned Executive Engineer or Equivalent competent authority mentioning that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, the total value of work and both executed value of the work; should be submitted

iii. Copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

4.4B (a) Each bidder must produce:

- (i) An affidavit that the information furnished with the bid documents is correct in all respect.
- (ii) PAN
- (iii) GST certificate
- (iv) PF and ESI registration no.
- (v) Trade license
- (vi) Copies of Income Tax Return filed in previous three Financial Years.
- (vii) Power of Attorney to be furnished on Stamp paper of relevant value.
- (viii) Professional Tax Payment Receipt (Up to date)

4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

5 One Bid per Bidder

Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

6 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the employer will, in no case, be responsible or liable for those costs

7 Site Visit

7.3 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.4 For site visit or for any clarifications relating to this Tender Document, the bidder may contact the person(s) whose contact details are given below:

Mr. Gopinath Chattopadhyaya
Advisor (Project), WBIDC
Phone no. 033-22553851

Mr. Sk Manirul Islam
Executive Assistant (IP&P)
Phone No. 033-22553876

B. Bidding Documents and Evaluation

8 Content of Bidding Documents

8.1 The tenders are to be submitted through online to the website stated in two folders at a time, one is Technical Proposal & the other is Financial Proposal before the prescribed date and time using the Digital Signature (DSC). The documents are to be uploaded virus scanned copy duly digitally signed. The documents will get encrypted.

8.2 PREQUALIFICATION PROPOSAL

Technical Proposal:

The Technical Proposal should contain scanned copies of the following in three cover folders:

a. Statutory Cover containing the following digitally signed documents :

1. Tender Document
2. Addenda issued in accordance with Clause 10 of ITB
3. RTGS/NEFT Details for submission EMD.

b. Non Statutory cover containing the following digitally signed documents :

Sl. No.	Category Name	Sub category Description	Details
1.	Qualification Information	Section 3 of NIT	Form given in Section 3 is to be filled up, duly signed and stamped
2.	Certificate	As per Clause 4.4 B(a)	(i) An affidavit that the information furnished with the bid documents is correct in all respect. (ii) PAN (iii) GST certificate (iv) PF and ESI registration no. (v) Trade license (vi) Copies of Income Tax Return filed in previous three Financial Years. (vii) Power of Attorney to be furnished on Stamp paper of relevant value. (viii) Professional Tax Payment Receipt (Up to date)
3.	Credentials	As per Clause 4.3	<p>a. 40% of the quoted amount whichever is higher for at least one completed 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.</p> <p>b. 30% of the quoted amount whichever is higher for at least two completed works of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt.</p> <p>N.B.:- Estimated /Executed amount, Date of Completion of project and detail communicational address of client must be indicated in the credential certificate, similar nature of work.</p> <p>c. One single running 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. which has been completed to the extent of 80% or more and value of which is not less than the desired value of (a) above.</p> <p>N.B.:- In case of running works, certificate of satisfactory running work from the concerned Executive Engineer or Equivalent competent authority mentioning that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, the total value of work and both executed value of the work; should be submitted</p>

c. Additional Information : Documents in favour of any additional information required in NIT.

Financial Proposal:

The Financial Proposal contains the following documents:

- (i) Form of Bid as specified in Section 6 (From-II).
- (ii) Priced bill of quantities for items (filled in BOQ).

N. B. : Submission of Statutory and Non Statutory covers are compulsory for acceptance of the bid.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 A prospective Bidder requiring any clarification of the bidding documents may raise the query/queries at the Pre-bid Meeting. Copies of the Employer's response will be uploaded to the website, including a description of the inquiry, but without identifying its source.

9.2.1 The bidder or his authorized representative is invited to attend the pre-bid meeting on 13.12.2024 (WBIDC office).

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder 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.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded in the official website of WBIDCL. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by uploading the addenda in the website.

10.2 Any addendum thus uploaded shall be part of the bidding documents

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in English

12. Documents Comprising the Bid

12.1 The following documents, which are to be signed on every page by the bidder and submitted with the technical bid, will be deemed to be part of the bid.

Section	Particulars
1	Notice inviting Tender
2	Instruction to the bidders
3.	Qualification Information (Conditions of Contract)

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The rates quoted by the Contractor shall be deemed to be inclusive of all taxes of Central and State Governments, local bodies and authorities.

13.3 The quantities of the various items mentioned in the BOQ are approximate and may vary up to any extent or be deleted altogether. The quoted rate shall, however, remain firm and fixed for the total duration of the project. The Contractor, in his own interest, should get an indication of the probable extent of the work to be executed under any particular item in the schedule, before undertaking any preliminary and enabling work or purchasing bought-out components related to the work.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

- 15.1** Bids shall remain valid for a period **120 (one twenty) days** after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Earnest Money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Earnest Money

The Bidder shall furnish, as part of the Bid, Earnest Money, for an amount of Rs 24431.00/- (Rupees Twenty Four Thousand Four Hundred Thirty One Only) to be submitted only through online during submission of bid.

- 16.1** The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e-tender. The bid stands cancelled in its entirety if the EMD is not provided.
- 16.2** Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.
- 16.3** The Earnest Money of unsuccessful bidders will be returned as per norms.

16.4 DELETE

16.6 The Earnest Money may be forfeited:

- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b) If the bidder does not accept the correction of Bid Price pursuant to clause 25
- c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. Sign the Agreement; and/or
 - ii. Furnish the required Performance Security.

17 Alternative Proposals by Bidders

Bidders shall submit offers that comply with the requirements of the bidding documents. Alternative proposals will be rejected as non-responsive.

18 Format and Signing of Bid

- 18.1** The Bidder shall submit online one set of the bid comprising of the documents as described in Clause 12 of ITB.
- 18.2** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 18.3** The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

19. Submission of Bids

- 19.1** The Bidder shall upload his bid on or before the last date of submission of bid within the stipulated time.
- 20. Deadline for Submission of Bids :** The last date of uploading of Bid is 02.12.2024 at 13.00 hrs, (as per server clock)
- 21. Late Bids:** Bids after the last date of submission cannot be uploaded.

D. Bid Opening and Evaluation

22. Bid Opening

- 22.1** The Employer will online open the bids received at the time, date and place as specified. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2** Evaluation of the technical bids shall be taken up and completed and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 22.4.** The date of Financial Bid Opening will be notified to the technically qualified bidders at a later date. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

23. Process to be Confidential

- 23.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

24. Clarification of Bids and Contacting the Employer

- 24.1** No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 24.2** Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25. Correction of Errors

- 25.1** Bids which are determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 25.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.

26. Evaluation and Comparison of Bids

- 26.1** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 25 of ITB.
- 26.2** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

E. Award of Contract

- 27. The Employer (WBIDC) reserves all right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time 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 grounds for the Employer's action.**
- 28.1** The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity
- 28.2.** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 29
- 28.3.** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.
- 28.4** Upon furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.
- 29. Performance Security/Security Deposit**
- 29.1** The Earnest Money of the successful bidder will be converted into security deposit up to 10%. The balance % shall be deducted from each running account bill at per rate of the amount of the bill till 10% of the tender amount is recovered. Security deposit is refundable after the successful completion of defect liability period of 06 (Six) months from the date of completion of work. No interest can be claimed on the amount of security deposit which will be lying with the employer.
If any defect is observed within the defect liability period of 06 (Six) months, the contracted agency shall have to rectify/restore the defects/damages at their own cost very promptly to the satisfaction Engineer In Charge/PMC as the case may be and on receipt of report from EIC/PMC 100% of total security deposit withheld shall be refunded after completion of defect liability period of 06 (Six) months.
- 29.2** Failure of the successful Bidder to comply with the requirements of Clause 29.1.shall constitutes sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids for one year.
- 30. Corrupt or Fraudulent Practices**
The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
- 31. 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 Managing Director, West Bengal Industrial Development Corporation Limited, 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 incurred by any Tenderer at the stage of Bidding.**

Managing Director
West Bengal Industrial Development Corporation Ltd.

Section 3 - Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of accessing the techno commercial capability of the bidder- as provided for in Clause 4 of the Instructions to Bidders. Attach additional pages as necessary.

1. Individual Bidders

1.1	Constitution or legal status of Bidder	[attach copy]	
	Place of registration:		
	Principal place of business:		
	Power of attorney of signatory of Bid	[attach]	
1.2	Total annual volume of work executed and payments received in the last three years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant) [If not applicable provide as per clause 4.2 (d) of Section-2]	(Rs. In lakhs) Last Three Years	

1.3.1 Work performed as prime Contractor (in the same name and style) on design built works of a similar nature and volume over the last five years.

Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.3.2 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going commissioning works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs.lakhs)*	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.5 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. (Sample format attached).

1.6 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.7 Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

Section 4

General Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The Dispute Review Expert is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clause 24.

Bill of Quantities means the priced (as quoted by the bidder) and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.2

The Contractor is a person or corporate body who's Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer as per the instructions of the Tender Document

The Contract Price is the price stated in the Letter of Intent/ Work Order and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is 06 (Six) months calendar year from the date of issue of Completion Certificate.

The Employer is the party as defined below, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Employer is West Bengal Industrial Development Corporation Limited (WBIDCL)

Designation: Managing Director

Address: 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017

The Engineer is a competent person appointed by the Employer and notified to the Contractor who is responsible for supervising the Contractor, administering the Contracts, certifying payments due to the Contractor, issuing and valuing Variations to the Contract and awarding extension.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Intent/Work Order.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works.

The Intended Completion Date is within 60 (Sixty) days from the date of issue of letter of Intent/Work Order. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

The **Start Date** is from the date of issue of Work Order/Letter of Intent to contractor. It does not necessarily coincide with any of the Site Possession Dates.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

The **Site** is at Panagarh Industrial Park, Panagarh in West Bengal.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works**, as defined in the Scope of Work in ITB, are what the Contract requires the Contractor to construct,

install, maintain, and turn over to the Employer. The Construction Power has to be arranged by the Contractor

24 Disputes and resolution

24.1 In case of any disputes with regard to interpretation of any section as contain in this Tender Document or as may arise by and between the contracting parties the same shall be referred to Managing Director, WBIDC whose decision shall be final and binding on all the parties.

24.2 WBIDC reserves the right to reject any or all of the bid(s)/offer(s) received without assigning any reason whatsoever to the participants including the lowest bid/offer received.

25. Arbitration

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

34. Bill of Quantities

34.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works to be done by the Contractor.

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work done at the item rate in the Bill of Quantities for each item.

35. Variations

35.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations

36.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. No increase in rates of any item specified in BOQ will be allowed due to variation in quantities.

36.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within on the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

52 Termination

52.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

52.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Engineer gives Notice to correct a particular Defect and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- c) the Contractor does not maintain Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid.
- f) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to supply materials as specified in the Contract at the appropriate time.

52.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

52.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

53. Payment upon Termination

- 53.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less liquidated damages, if any, less advance payments received up to the date of issue of the certificate, less recoveries due in terms of contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the value of the work not completed, as indicated in the Contract , if the total amount due to the Employer exceeds any payment due to the contractor, the differences shall be recovered from the security deposit, and performance security. If any amount is still left unrecovered it will be a debt payable to the Employer. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 25 % percent.
- 53.2** If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

F. Other Conditions of Contract

54 Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site, Equipment and such other Information as the Engineer may require.

55 Compliance with Labour Regulations

During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye laws /Acts /Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer /Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

Section - 5 Scope Of Work

Sl No	Unit	Unit	Qty	Unit Rate	Total Amount
1	Earthwork in excavation in drains and other structures in all sorts of soil or loose material including removing surplus spoils and debris to a maximum lead of 100m including bailing outting manually or by pumps as per specification and drawing and as directed by the Engineer. (Trench shall be kept dry by dewatering and removal of slush.) Depth of excavation not exceeding 1.5m below G.L. (Drain Cleaning)	Cum	1300.00	119.27	155051.00
2	Filling in foundation or plinth by silver sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity)	Cum	224.10	521.07	116771.79
3	Controlled Cement concrete with well graded stone chipstest and job mix founmula. In ground floor and foundation. [using concrete mixture] M 20 Grade	Cum	112.05	4259.0 0	477220.95
4	Hire and labour charges for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor) (a) 25 mm to 30 mm thick wooden shuttering as per decision & direction of EIC	Sqm	52.00	328.00	17056.00
5	Controlled Cement concrete with well graded stone chips (20 mm nominal size) excluding shuttering and reinforcement with complete design of concrete as per IS : 456 and relevant special publications, submission of job mix formula after preliminary mix design after testing of concrete cubes as per direction of Engineer in charge. Consumption of cement will not be less than 300 Kg of cement with Super plasticiser per cubic meter of controlled concrete but actual consumption will be determined on the basis of preliminary test and job mix formula. In ground floor and foundation.[using concrete mixture] M 25 Grade. Pakur Varity.	Cum	15.75	6114.3 9	96301.64
6	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction.,(i) Tor steel/Mild Steel,I. SAIL/ TATA/RINL.	MT	1.20	71269. 00	85522.80
7	Brick work with 1st class bricks in cement mortar(1:6) . In Superstructure , Foundation, basement all floor, Roof & above.	CUM	8.75	4821.0 0	42183.75
8	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding / staging chipping where necessary. With 1:6 cement mortar 20 mm thick plaster	SQM	58.33	155.00	9041.15

9	(a) M.S.or W.I. Ornamental grill of approved design joints continuously welded with M.S, W.I. Flats and bars of windows, railing etc. fitted and fixed with necessary screws and lugs in ground floor. (ii) Grill weighing above 16 Kg./sq.mtr and above	Qntl	2.29	7046.0 0	16135.34
10	Applying Exterior grade Acrylic primer of approved quality and brand on plastered or concrete surface old or new surface to receive decorative textured(matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of the EIC. Two coats	SQM	58.33	45.10	2630.68
11	Protective and Decorative Acrylic exterior emulsion paint of approved quality, as per manufacturer's specification and as per direction of EIC to be applied over acrylic primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges but excluding the cost of primer.Normal Acrylic Emulsion	SQM	58.33	97.00	5658.01
12	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	SQM	13.00	29.00	377.00
13	Supplying & Applying painting with best quality synthetic enamel paint of approved make & brand including smoothening surface by papering etc. including using of approved putty etc. on the surface, if necessary: On steel or other metal surface. With super gloss (hi gloss). Two coats (with any shade except white). any floors. Roof & above.	SQM	13.00	79.00	1027.00
14	TOTAL (Excluding GST & LWC)				1024977.11

Section – 6

Mode of Measurement & Safety Code

A. Measurement:

1. General specification and mode of measurement shall be as per schedule of items included in the tender document and PWD (W.B) Schedule of Rates 2017 for civil Works for Material & Labor of latest edition.

2. Approved manufacturer of materials not mentioned in the preferred make list shall be as per Preferred Make List or PWD (W.B) Schedule of Rates 2017 or duly approved by Engineer.
3. For Specification, Mode of Measurement as well as Manufacturer of Materials the decision of Engineer shall be abiding for both Scheduled and Market Rate items.
4. Unless otherwise specified measurement of work shall be carried out from the works actually executed.
5. The measurement for the purposing of preparing bills will be taken jointly by the contractor's representative and the Engineer.
6. For measurement of work the Contractor shall certify that the work has been carried out strictly as per the drawings, specifications and items of work and as in terms of the Agreement. Such certificate shall require Engineer endorsement for the purpose of payment.
7. In the event of any dispute with regard to the measurement of work executed the decision of the Engineer in Charge shall be final and binding on the contactor.
8. In the case of site measurement the contactor should not attend or neglect or omit to send his representative for taking joint measurement, and then the measurements taken by the Engineer in Charge shall be deemed to be correct measurement of the work and shall be binding to the contactor.

B. Safety Code:

1. The Contractor should maintain all First Aid appliance including adequate supply of sterilize dressing and cotton wool in a readily accessible place.

2 In case of any injured person if it is needed hospitalization even after proper First Aid treatment then the injured person should be admitted to the nearest Hospital without loss of time.

OTHER SAFETY MEASURES All personnel of the Contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

Section 7

Form - I

DIFFERENT FORMS INCLUDING FORM OF BID

Draft Contract Agreement

THIS AGREEMENT (“Contract Agreement”) is made on the

day of, 2024 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 e-Tender, e-Tender Reference No. : WBIDC/PIP/INFRA-RENOVATION/2024-25/1 for the work “Notice Inviting e-Tender for selection of Contractor for **“RECONSTRUCTION & REPAIRING OF DAMEGED DRAIN COVER, INTERNAL ROAD KERB CHANNEL, ROTARY & ENTIRE DRAINAGE SYSTEM CLEANING AT NORTHERN ZONE OF PANAGARH INDUSTRIAL PARK”**.”

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 ofRs..... (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) e-Tender Document vide ref. No. Date
 - b) Section –1 : List of Important Dates, Press Notice, Notice Inviting e-Tender (NIeT)
 - c) Section – 2 : Instructions to Bidders (ITB)
 - d) Section – 3 : Qualification Information
 - e) Section – 4 : General Conditions of Contract
 - f) Section – 5 : Scope of Work
 - g) Section – 6 : Mode of Measurement & Safety Code
 - h) Section – 7 : Different Forms including Form of Bid
 - i) Work Order vide ref. no. Date
 - j) 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 Chairperson & 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
 its duly authorized official

In the presence of:

1. Signature _____
 Name with address _____

2. Signature _____
 Name with address _____

 Signed on behalf of the Contractor by

In the presence of:

1. Signature _____
 1. Name with address _____

2. Signature _____
 Name with address _____

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 Percentage Rate Contract of Total Bid Price of Rs. **Mentioned in BOQ** (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: _____

Covering Letter
(On the Letterhead of the Bidder)

Date:
To:

Ref:

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 captioned Project with the details as per the requirements of the RFP, 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:

Employer can amend the scope & value of the contract bid under this project. Employer

reserves the right to reject any application without assigning any reason;

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 RFP 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

Declaration by the Bidder
(On the Letterhead of 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.

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 contract. 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, 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.

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 any Govt. Department during the last 5 (five) years prior to the date of this NIQ.

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 WBIDC to verify this statement.

The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of WBIDC.

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.

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)

Details of Bidder
(On the Letter Head of the Bidder)

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. of I.T and furnish copies of I.T return for last 3 years.

(h) Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years i.e., as on 31.03.22, 31.03.21 & 31.03.20.

(i) If you are empaneled with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.

(j) Specify turnover in last 3 years. In Rs (Lakh) (2020-2021, 2021-2022, 2022-2023)

(k) Other relevant information

(A separate sheet may be attached if needed)

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 “

” including signing and submission of all documents and providing information/responses to WBIDC in all matters in connection with our Proposal for the said Assignment.

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 2023
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 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 executant(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.

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.

Firm's Name: _____

Sl. No	Assignment Name (in detail)	Name of Contracting Authority with address	Starting Date / Completion Date	Name of Associated Contractor if any	No. of Staff (Professional)	Approx. Value of Services/ Turnover (in Rs.)	Name of Senior Staff involved and functions performed

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 as detailed in point no. 7 of the Section-III.