



NOTICE INVITING E-TENDER

FOR

SELECTION OF CONSULTANT REGARDING PREPARATION OF DETAILED MASTER PLAN, DETAILED STRUCTURAL DESIGN, DRAWINGS, BILL OF QUANTITIES, VETTING, PREPARATION OF BID DOCUMENT FOR SELECTION OF CONTRACTOR THROUGH E-TENDERING AND BID EVALUATION(2nd Call)

AT

DHAKESWARI COTTON MILL AREA, ASANSOL, PASCHIM BARDHAMAN

JULY- 2023

E RFP Reference No. : WBIDC/ENG/ DHAKESWARI/2023-24/02
E Tender Id : 2023_WBIDC_550653_1
Proposal Issue Date : 25.07.2023
Last Submission Date : 21.08.2023

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.

(A Government of West Bengal Undertaking)

PROTITI, 23 ABANINDRANATH TAGORE SARANI

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Notice Inviting e-Tender for selection of consultant regarding preparation of detailed master plan, detailed structural design, drawings, bill of quantities, vetting, preparation of bid document for selection of contractor and PMC through e-tendering and bid evaluation at Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman.(2ND Call)

DISCLAIMER

The information contained in this Notice Inviting e-Tender (NleT) 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 NleT document and any other terms and conditions subject to which such information is provided. This NleT document is not an agreement and is neither an offer nor invitation to any other party. The purpose of this NleT 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 NleT 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 NleT 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 NleT document. The assumptions, assessments, statements and information contained in this NleT 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 NleT document and obtain independent advice from appropriate sources. Information provided in this NleT 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 Consultant/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 Consultant/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 NleT document or otherwise, including the accuracy, adequacy, correctness, reliability of completeness of the NleT document and assessment, assumption, statement or information contained therein or deemed to form part of this NleT document or arising in any way in this Bid stage. WBIDC, its employees, advisors and technical Consultant/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 NleT 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 NleT document.

The issue of this NleT 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 preparation 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.

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SECTION-1

- **LIST OF IMPORTANT DATES**
- **PRESS NOTICE**
- **NOTICE INVITING e-TENDER (NIeT)**

List of Important Dates of Bids

1. Name of work : Notice Inviting e-Tender for selection of consultant regarding preparation of detailed master plan, detailed structural design, drawings, bill of quantities, vetting, preparation of bid document for selection of contractor through e-tendering and bid evaluation at Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman(2nd Call)
2. Completion period : **125 days**
3. Date of issue of Notice Inviting Bid : **25/07/2023 at 11.00 AM**
4. Time and Date of Pre-Bid : **31/07/2023 at 03.00 PM**
5. Venue of Pre-Bid Meeting : OFFICE OF WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBIDCL), 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.
6. Bid submission start date (On line) : **07/08/2023 at Time: 11-00 hours**
(as per server clock).
7. Bid Submission closing (On line) : **21/08/2023 at Time: 17-00 hours**
(as per server clock).
8. Time and Date for opening Technical Bid/Bids : **24/08/2023 at Time: 16-00 hours**
9. Date of uploading list for Technically Qualified Bidder(online) : Will be notified later.
10. Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any. : Will be notified later.
11. Date for opening of Financial Proposal (Online) : Will be notified later.
12. Bid validity : **120 (One Hundred and Twenty) Days** from the last date of bid submission
13. Earnest Money : **Rs. 2,00,000 /- (Rupees Two Lakh 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 to E-Tender. The Bid stand cancelled in it's entirely if the EMD is not provided.**
14. Site Visit : A site visit by the bidder is necessary to understand the scope of work.
15. Taxation : WBIDC shall withheld Tax Deductible at Source (TDS) from the payment in pursuance of provisions of Income Tax Act, 1961 as currently in force and as amended from time to time. GST will be provided as per applicable rate. Rates to mention in the quotation shall be exclusive of the statutory taxes as applicable.
16. Communication : The Chairperson and Managing Director, West Bengal Industrial Development Corporation Limited, 23 Abanindranath Tagore Sarani, Kolkata 700017
17. Contacts : 033-2255-3700

Notice for Advertisement

E-Tender Reference No.: WBIDC/ENG/ DHAKESWARI/2023-24/02

E Tender ID: 2023_WBIDC_550653_1

West Bengal Industrial Development Corporation (WBIDC) proposes to Notice Inviting e-Tender for selection of Consultant regarding preparation of detailed Master Plan, detailed Structural Design, Drawings, Bill of Quantities, Vetting, and Preparation of Bid Document for selection of Contractor through e-tendering and Bid Evaluation at Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman(2nd Call)

Sl. No.	SUBJECT	DESCRIPTION
1.	Place	Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman
2.	Name of work	Notice Inviting e-Tender for selection of Consultant regarding preparation of detailed Master Plan, detailed Structural Design, Drawings, Bill of Quantities, Vetting, and Preparation of Bid Document for selection of Contractor through e-tendering and Bid Evaluation at Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman.
4.	Document download	The total Tender Document can be downloaded from the e-procurement portal https://wbtenders.gov.in/ from 25/07/2023 at 11:00 Hrs.
5.	Earnest Money Deposit	Rs. 2,00,000 /- (Rupees Two Lakh only) to be submitted only through online during submission of bid.
5.	Last date and time for submission of Online Tender	21/08/2023. ; 16:00 hrs

NOTICE INVITING e-TENDER

Sealed e-tenders are invited on behalf of WBIDC by

**The Chairperson & Managing Director,
WBIDC
PROTITI, 23, Abanindranath Tagore Sarani
Kolkata- 700017**

For the following work:

Sl. No.	SUBJECT	DESCRIPTION
1	Name of work	Notice Inviting e-Tender for selection of consultant regarding preparation of detailed master plan, detailed structural design, drawings, bill of quantities, vetting, preparation of bid document for selection of contractor through e-tendering and bid evaluation at Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman.(2 nd Call)
2	Location of work	Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman
4	Time of completion	125 working days after receiving of Work order. (as specified bid document) . Time required for vetting is not considered within these 125 days.
5	Qualification criteria	The bidder must be a reputed and reliable design and consultant company having the following credentials: a) Intending organizations should have minimum 5 years experience in these fields. b) Bidder should have done at least one similar type of work i.e. Survey, Soil test, Master plan of Project (both Architectural and structural part) along with water supply line, OHR/UGR, Electrification work, Fire Fighting system and other relevant detail design drawing required for the project during last five years. c) Bidder should not be black listed with any Govt./semi Govt./Statutory bodies/ Organizations. d) The bidder shall have a minimum average yearly turnover of at least Rs. 60 Lakh for the last three years. e) The bidder should be a profit making organization consistently for the last three financial years. f) The bidder must have an organizational set up consisting of qualified civil, structural engineers and architect and other technically qualified personnel necessary implementation of job.
8	Availability of Tender Documents	Tender documents will be available <i>w. e. f.</i> 25.07.2023 at 11:00 Hrs from the e-procurement portal www.wbtenders.gov.in
9	Site Visit	Bidders are advised to visit the site before submission of bid.
10	Submission of tender	Bidding documents, digitally signed by authorized person of the bidder must be uploaded online from after 07.08.2023 . at 11.00 hrs. and must be uploaded on or before 21.08.2023 at 16-00 Hrs. (as per server clock).
11	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement portal https://wbtenders.gov.in/nicgep/app . 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.

Sl. No.	SUBJECT	DESCRIPTION
12	Date, time and venue of opening of Technical Bid	24/08/2023 at Time: 11-00 hours (as per server clock).Place: WBIDC Office
13	Date of Opening of Financial Bid	To be notified later
14	Validity of the bid	120 (one hundred twenty) Days from the last date of bid submission
15	Taxation	Taxes applicable if any 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 what so ever in this respect. However any benefit due to reduction of taxes etc. may be passed onto 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

Background Information

1.1 Background

West Bengal Industrial Development Corporation Limited (WBIDC) is developing a land at Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman. The Land will spread over approx. 193.29 acres of land. The project site is bound by NH 19 (Formerly NH2).

1.2 WBIDC now desires to do the development of Infrastructure Work of the land.

1.3 In this connection, WBIDC invites proposals from the resourceful, experienced and reputed organizations for providing the following services:

- A. Preparation of detailed Master Plan, Detailed Structural Design, Drawings, Bill Of Quantities, Vetting, Preparation Of Bid Document For Selection Of Contractor Through E-Tendering And Bid Evaluation.
- B. DLP Period is of 12 months.

1.4 Amendment of Bidding Documents:

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

1.5 Earnest Money Deposit (EMD)

- a. Each Bidder has to submit an Earnest Money Deposit for an amount of **Rs. 2,00,000 /- (Rupees Two Lakh only)** to be submitted only through online during submission of bid.
- b. The scanned copy of the earnest money details must be uploaded at the time of submission of bid to E-Tender. The Bid stands cancelled in it are entirely if the EMD is not provided.
- c. EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of issuance of LoA to the Successful Bidder. EMD submitted by the Successful Bidder shall be kept in hold as Performance Security till completion of DLP.
- d. EMD shall be forfeited in the following cases:
 - 1. if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; or fails to submit performance security as mentioned in RFP document.
 - 2. If the successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by WBIDC.
 - 3. If any bidder / tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid,

1.6 Pre Bid Meeting

1.6.1 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 15.00 hrs. on **31/07/2023** .in the office of WBIDC, who, may, on its own discretion, forward its responses to all Bidders and would include a description of the enquiry without identifying its source at its sole discretion.

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

1.7 Address of Communication

1.7.1 Mr. Somnath Bhattacharjee, EA(IP)
Phone-+91-33-22553864,
E-mail: somnath.bhattacharjee@wbidc.com

Section - 3

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1 The Employer –“Chairperson & Managing Director, West Bengal Industrial Development Corporation Limited invited ***“Notice Inviting e-Tender for selection of consultant regarding preparation of detailed master plan, detailed structural design, drawings, bill of quantities, vetting, preparation of bid document for selection of contractor and PMC through e-tendering and bid evaluation at Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman (2nd Call).”***
- 1.2 The successful Bidder will be expected to complete the Works within **125 working days after receiving of Work order. Time required for vetting is not considered within these 125 days.**
- 1.3 The intending tenderers should make them thoroughly acquainted in the prevailing conditions of the site, facilities and difficulties and together information which might influence in making the offers. They should study all the conditions and information included in the tender documents and gets these verified from actual inspection of site and collect additional information as may be necessary by them.
- 1.4 Extra claims or any concession on the ground of insufficient data or information and absence of knowledge of conditions prevailing at situation arising during the execution of the work shall not be entertained
- 1.5 Throughout these documents, the terms “bid” and “tender “and their derivatives (bidder / tenderer, bid/ tender, bidding /tendering, etc.) are synonymous.
- 1.6 The term ENGINEER will mean the authorized representative(s) from the Client who will overlook all the site activities.

2. Source of Funds

- 2.1 The Employer has decided to undertake the work envisaged in the contract and has provided funds for the same.

3. Invitation to Tender

- 3.1 The Tender Inviting Authority reserves the right to reject all the tenders or the lowest or any other tender which in the judgment of Tender Inviting Authority does not appear to be in its best interest, and the tender shall have no cause of action or claim against the Tender Inviting Authority or its officers, employees, successors or assignees for rejection of the tender.

ANY DEVIATION OF TECHNICAL SPECIFICATION AS WELL AS CONDITIONAL TENDER WILL NOT BE ACCEPTED. EVEN TENDER INVITING AUTHORITY WILL HAVE EVERY RIGHT TO CANCEL THE PARTICULAR OFFER AT ANY STAGE EVEN AFTER ISSUANCE OF ACCEPTANCE ORDER.

4. Pre-Bid Meeting

- 4.1 A pre-bid Meeting will be arranged in the office of WBIDC as per Time Schedule mentioned in the Notice. Bidders are advised to attend the same. Technical queries shall preferably be forwarded at least 2 days in advance before the pre-bid conference. Site visit should be undertaken by the bidders before the pre-bid conference.

5. Completeness of Offer

- 5.1 If any item or details of an item are not given in various specifications of the tender documents which are required essentially for the completion of the work, it should be included in the Contractor’s offer so that the offer is complete in all respects. No claim for extra payment will be entertained on the plea that the specification for an item or equipment is not complete in all respect. It is the responsibility of the Tendered to make an offer for the Complete Project. The tenderer is to be guided by the spirit of the project and not by the wording of the specification.

6. Eligible Bidders

- 6.1 This Invitation for Bids is open to all eligible and renowned bidders who have previous experiences of successfully completing similar nature of Works i.e. Survey, Soil test, Master plan of Project (both Architectural and structural part) along with water supply line, OHR/UGR, Electrification work, Fire Fighting system and other relevant detail design drawing required for the project .
- 6.2 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 whatever name called under the Central or the State Government.
- 6.3 All bidders shall upload all the information as requested in Section 4, Qualification Information along with the Technical Part and Form of Bid (Format given in Section 9) along with the financial part of the Bid Document
- 6.4 All bidders shall include the following information and documents with their bid in Section 4, 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 similar works performed for each of the last five years.
 - c. Having proven experience, expertise & capabilities to undertake all the activities including preparation of detailed structural design, drawings, bill of quantities, vetting, preparation of bid documents under State or Central Government / Autonomous body/Reputed Organization/ semi Govt. /Statutory bodies within last 5 years and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent.
 - d. Details of the technical personnel proposed to be employed for the Contract.
 - e. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the FY 2019-2020, 2020-2021, 2021-2022.
 - f. Information regarding any litigation or arbitration during the FY 2019-2020, 2020-2021, 2021-2022 in which the Bidder is involved, the parties concerned, the disputed amount, and the matter.
- 6.5 Bids from joint venture are not allowed.**
- 6.6 To qualify for award of the Contract, each bidder should have in the last three years:
- A. Minimum average yearly turnover of at least Rs.60 lakhs (in all cases of civil engineering design, drawing and consultancy work only).
 - B. At least one similar type work experience i.e. Survey, Soil test, Master plan of Project (both Architectural and structural part) along with water supply line, OHR/UGR, Electrification work, Fire Fighting system and other relevant detail design drawing required for the project during last five years for which the bid is invited for Govt. /semi Govt. /Statutory bodies for repute.

Documentary evidence in support of the above should be submitted.

- 6.7 (a) each bidder must produce:
- i. Copies of Income Tax Return of FY 2019-2020, 2020-2021, 2021-2022;
 - ii. An affidavit that the information furnished with the bid documents is correct in all respects; and
 - iii. Copy of Professional Tax clearance Certificate
 - iv. Copy of GST registration.
 - v. Copy of PAN Card
- (b) Each bidder must demonstrate:
- i. Availability of technical personnel for the work as stated above.
- 6.8 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.

7. One Bid per Bidder

- 7.1 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.

8. Cost of Bidding

- 8.1 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.

9. Site Visit

- 9.1 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 source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for design, drawing of all infrastructural work, preparation of bid document for selection of consultant and contractor through e-tendering etc. of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 9.2 For site visitor for any clarifications relating to this Tender Document the bidder may contact the person (s) whose contact details are given below:

Mr. Soumitra Sen
ADV(P), WBIDC
Phone No. 033-22553838
E-mail: soumitra.sen@wbidc.com

Mr. Somnath Bhattacharjee
EA (IP), WBIDC
Phone No. 033-22553864
E-mail: somnath.bhattarjee@wbidc.com

10. Bidding Documents and Evaluation

10.1. Content of Bidding Documents

- 10.1.1. 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 prescribe 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.

10.1.2. PRE QUALIFICATION PROPOSAL

Technical Proposal:

Statutory Cover containing the following digitally signed documents:

1. NIE T
2. Qualification Information
3. EMD
4. Pre Bid MoM

Non Statutory cover containing the following digitally signed documents:

Sl. No.	Category Name	Sub category Description	Details
1.	Qualification Information	Section 4 of NIT	Form given in Section 4 is to be filled up, duly signed and stamped
2.	Certificate	Certificate	As per Clause 7.5 (a) Section 3 (a) The Copies of Income Tax Returns of FY 2019-2020, 2020-2021, 2021-2022; (b) An affidavit that the information furnished with the bid documents is correct in all respects. (c) Professional Tax clearance Certificate /Sale Tax Clearance Certificate. (d) GST registration certificate. (e) PAN Card (f) Audited balance sheets and Profit and Loss Account for the FY 2019-2020, 2020-2021, 2021-2022 (audited and unaudited as applicable)
3.	Company Details	Company Details	(a) Name of the Organization (b) Address of the Organization (c) Year of Establishment (d) Status of the firm (e) (Whether Company/Firm/Proprietary) (f) Name of Directors/ Partners/Proprietor. (g) Whether registered with the Registrar of Companies/ Registrar of Firms. If so, mention number and date. (h) Document of empanelment with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.
4.	Credentials	Credential	At least one or more as applicable similar type of work i.e. Survey, Soil test, Master plan of Project (both Architectural and structural part) along with water supply line, OHR/UGR, Electrification work, Fire Fighting system and other relevant detail design drawing required for the project during last five years..
5.	Financial Information	P/L & Balance Sheets of last three financial years	FY 2019-2020, 2020-2021, 2021-2022
6.	Declaration	Declaration1	Addenda issued in accordance with Clause Of ITB and /or Minutes of Pre-Bid Meeting Other important documents

Additional Information: Any additional information may be incorporated in NlET.

Financial Proposal:

The Financial Proposal contains the following documents:

- (i) Form of Bid as specified in Section 9;
- (ii) Priced bill of quantities for items (filled in BOQ).

[Note: In case any discrepancy, the amount which is quoted in BOQ will be considered.]

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

10.2. The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms and specifications, 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 E/4 hereof, bids, which are not substantially responsive to the requirement so the Bid Documents, shall be rejected.

11. Clarification of Bidding Documents and Pre-bid Meeting

11.1 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.

11.2 The bidder or his authorized representative is invited to attend the pre-bid meeting at WBIDC office at 15:00 HRS.

11.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Bidders are advised to attend the same. Technical queries shall preferably be forwarded at least 2 days in advance before the pre-bid conference.

11.4 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 this document of ITB, which may be commence as necessary result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause of ITB and not through the minutes of the pre-bid meeting.

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

12. Amendment of Bidding Documents

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

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

13. Preparation of Bids

13.1 Language of Bid

13.2 All documents relating to the Bid shall be in English.

14. Documents Comprising the Bid

14.1 The following documents, which are to be digitally 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)

15. Bid Prices

15.1 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.

15.2 The Bidder shall have to submit their financial proposal in the form of following documents:

i. Lump sum Financial Quote in the prescribed BOQ Format

15.3 The Bidder shall adopt the Cost Based Selection Procedure (CBS).

15.4 The rates quoted by the Contractor shall be deemed to be exclusive of GST.

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

15.6 In case of any dispute with regard to interpretation of any section as contained in this NleT or as may arise by and between the contracting parties the same shall be referred to Chairman & Managing Director, WBIDC whose decision shall be Final and binding on all the parties.

16. Currencies of Bid

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

17. Bid validity

17.1 Bids shall remain valid for a period 120 (one hundred twenty) days after the dead line date for bid submission Specified in Clause of ITB. A bid valid for a shorter period shall be rejected by the Employer as non- responsive.

17.2 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 or by cable. 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 the Bank Guarantee for a period of extension and in compliance with Clause C/6 of ITB in all respects.

18. Earnest Money Deposit

The Bidder shall furnish, as part of the Bid, Earnest Money Deposit, for an amount Rs.2,00,000/- EMD shall be submitted through online.

Any bid not accompanied by an acceptable Earnest Money, shall be ejected by the Employer as non-responsive.

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.
- 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.

19. Alternative Proposals by Bidders:

19.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

20. Format and Signing of Bid:

20.1 The Bidder shall submit online one set of the bid comprising of the documents as described in Clause of ITB.

20.2 The Bid shall be digitally 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.

20.3 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, making the correction, initial with date by the person or persons signing the Bid.

21. Evaluation Of Tenders

Conditional Tender shall be summarily rejected.

The Financial Bid offered by the technically qualified bidder will only be opened.

22. Department's Right To Split Package And Accept Part Offer

The Department reserves the right to split the package and accept or reject any part/ item(s) of the offer from the scope of work without assigning any reason.

23. Withdrawal Of Submitted Tender

Tender once submitted cannot be withdrawn before the scheduled validity date. If any tenderer desires to withdraw his tender before such time, entire Earnest Money Deposit shall be forfeited without assigning any reason.

24. Submission of Bids

24.1 The Bidder shall upload his bid on or before the last date of submission of bid within the stipulated time.

25. Deadline for Submission of Bids:

25.1 The last date of uploading of Bids **21/08/2023** at 15:00 hrs, (as per server clock)

26. Late Bids:

26.1 Bids after the last date of submission cannot be uploaded.

27. Bid Opening and Evaluation

27.1 Bid Opening

27.1.1 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 declare as holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

28. 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.

29. 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.

30. Process to be Confidential

30.1 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 onward decisions may result in the rejection of his Bid.

31. Clarification of Bids and Contacting the Employer

31.1 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.

31.2 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.

32. Correction of Errors

32.1 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.
- 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.

32.2 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 of ITB.

33. Evaluation and Comparison of Bids

33.1 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 of ITB.

33.2 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 of the Bill of Quantities, 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 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

34. Award of Contract

34.1 Employer's Right to Accept any Bid and to Reject any or all Bids

34.1.1 The Employer reserves the 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 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' section.

34.2 Notification of Award and Signing of Agreement.

34.2.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity.

34.2.2 The notification of award will constitute the formation of the Contract, subject only to the furnish in performance security in accordance with the provisions of Clause F/3.

34.2.3 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.

34.2.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

35. Performance Security / Security Deposit

10% of the total amount will be kept as security deposit which will be released after 12 (twelve months) from the day of awarding work to the contractor.

36. Cost of Downloaded Tender Document.

4.1. In terms of Government Order No.199-CRC/2M-10/2012 dated 21.12.2013, the cost of tender document is exempted for e-tendering process.

37. Corrupt or Fraudulent Practices

37.1 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.

Section 4

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 7 of the Instructions to Bidders. Attach additional pages as necessary.

1. Individual Bidders:

1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid	[attach copy] _____ _____ [attach
1.2	Total annual volume of civil engineering consultancy work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant).	(Rs. In lakhs) 2017-2018,2018-2019, 2019-2020, 2020-2021, 2021-2022

Separate sheets to be attached

Section - 5

General Conditions of Contract

GENERAL ELIGIBILITY:

The Consultant(s) should have fulfilled the following criteria:

- a) Intending organizations should have minimum 5 years experience in these fields.
- b) Intending organizations should have successfully completed at least one similar type of work i.e. Survey, Soil test, Master plan of Project (both Architectural and structural part) along with water supply line, OHR/UGR, Electrification work, Fire Fighting system and other relevant detail design drawing required for the project during last five years.
- c) Organizations should have technical team consists of Civil Engineers, Structural Engineers, Architects and other technically qualified personnel etc. as is necessary for implementing the jobs.
- d) Intending party should have average annual financial turnover during the FY 2019-2020, 2020-2021, 2021-2022 at least Rs. 60 Lakh.

TECHNICAL ELIGIBILITY

The Consultant should have the technical experts having following minimum experiences:

- a) Team Leader should be minimum M. Tech (Structure) or M. Arch having twenty (20) years' experience (Mandatorily in companies payroll or Owner/ partner/ Director of Company)
- b) Two Engineers, minimum B.E. (or B.Tech) Civil with 4 years experience and must have handled large size projects. (Mandatorily in companies payroll)
- c) 1 Engineer (Expert in tendering process) minimum B.E (or B.Tech) Civil / Diploma Civil. (Mandatorily in companies payroll)

Necessary qualification certificate, appointment letter along with acceptance must be produced. Without this the bidder will be disqualified.

Section - 6

Mode of Selection

1. PROPOSAL EVALUATION

The Technical Proposal will be opened before the Screening Committee and after appraisal the technically qualified Consultants will be screened.

The date of opening of Financial Proposal will be informed later.

The Financial Proposals will be opened in presence of Screening Committee & technically qualified Consultants who choose to attend.

2. An organization will be selected from technically successful bidders under Cost-Based Selection (CBS) Procedures.
3. WBIDC reserves the right to cancel/accept any/all offer/tender either in part or in full at its discretion without assigning any reasons whatsoever.

4. NEGOTIATIONS :

5. Negotiations may be held at the Office of WBIDC. The aim is to reach agreement on all points and sign a contract.

6. AWARD OF CONTRACT

The contract will be awarded following the negotiations and submission of the bank guarantee as mentioned earlier.

7. CONFIDENTIALITY :

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning party has been notified and the contract is signed.

8. Incomplete EOIs are liable to be rejected. WBIDC reserves the right to accept or reject any of the NITs without assigning any reason thereof and without thereby incurring any liability to the affected parties. WBIDC takes no responsibility for delay, loss or non-receipt of offer or any letter sent by post either way.
8. Selection will be made based on particulars and documents furnished by the applicant as required and satisfactory verification carried out by WBIDC. If any information furnished by the applicant is found incorrect at a later stage they shall be liable to be debarred from tendering & taking up the work. WBIDC reserves the right to verify the particulars furnished by the applicants independently.
9. All related correspondence as exchanged by the Consultants along with the NIT should contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves or to evidence provision. The persons who signed the Proposal must initial any such corrections, interlineations or overwriting. Sign should be digital.
10. Any effort by a Consultant to influence WBIDC in examination, evaluation, ranking of Proposals or recommendation for award of contract will result in rejection of the Consultant's Proposal.
11. For any other clarifications, intending agencies may attend the Pre bid meeting at the above mentioned date and venue as mentioned earlier in this NIT.

Section-7

Scope of Work

A. Master Plan

Preparation of the Master Plan will encompass the WBIDC's vision and State Government policies and guidelines and guideline of any other relevant statutory body. The Master Plan will demonstrate the sustainable innovative approach to industrial development to assist WBIDC to attract suitable industries. The Master Plan will set out in detail the required infrastructure to support the growth and development of the Industrial Land as an internationally competitive site.

Preparation of the Master Plan should include (but not be limited to) consideration of the following:

I. Survey, Base Data Collection & Analysis:

- a) Topographical and contour survey.
- b) Market survey for plot mix as well as demand.
- c) Review of site related surveys conducted or base data collected for the project for the above purpose.
- d) Prepare analysis of present condition of existing facilities inside or outside of the proposed park area.
- e) Site Inspection and Survey Report including characteristics, strengths, features, access to site and surrounding area etc.
- f) Collection of mouza map and other relevant land information like parch and other documents will be in the scope of the agency.

II. Preparation of Conceptual Master Plan

- a) Preparation of design brief based outcome of assignment.
- b) Prepare Concepts and Strategies for the proposed development in relation to issues pertaining to the activities of Industrial areas.
- c) Review of the development impact on immediate environment and required measures to be taken to mitigate the adverse impact if any of the proposed development.
- d) Submission of Conceptual Master Plan for necessary amendment.

III. Preparation of Draft Master Plan

- a) Prepare a comprehensive Master Plan for the Dhakeswari cotton mill area at Paschim Bardhaman. Identifying Infrastructure accessibility and circulation pattern which includes road network, storm water drain, water supply network, pumping station, waste water collection treatment (CETP) & disposal along with ground water recharge system, solid waste disposal utility corridor, rain water harvesting system and any other necessary infrastructure to facilitate industries at proposed area.
- b) Prepare a rough estimation and costing for proposed infrastructure.
- c) If required presentation of master plan to the statutory authorities for approval and ensure compliances with codes, standards and legislation as applicable and carry out necessary changes as may be required.
- d) Time schedule to implement the job.
- e) Drawings are to be provided in soft copy and hard copy.
- f) Preparation of an implementation strategy and submission of the
- g) Draft Master Plan Report.

IV. Preparation of Final Master Plan

- a) Preparation of Final Master Plan after making necessary changes in Draft Master Plan as desired by WBIDC.
- b) Submission of Final Master Plan.

B. Detailed Engineering of Infrastructural work:

- a) Thorough study of the Master Plan and Topographic Survey Report of the site.
- b) Necessary survey required for details designing of the mentioned works.
- c) Necessary soil test.
- d) Detailed design, drawings and BOQ of Infrastructure accessibility and circulation pattern which includes road network, entrance Gate, box culvert, Cross drainage works, storm water drain, water supply network, pumping station, waste water collection treatment (CETP/ ETP)

& disposal along with ground water recharge system, solid waste disposal, utility corridor, Electrification work including substation and high mast, Fire Fighting system, rain water harvesting system and any other necessary infrastructure Mentioned in approved final master plan to facilitate industries at proposed Industrial area.

- e) The design should be based on the Master Plan & any other necessary inputs to be provided by WBIDC.

The above work should be done considering the criteria written hereunder:-

- a. Structural Design Basis Report i.e. the assumptions to be made in structural design and analysis.
- b. Conclusions on design of foundation, sub-structure and superstructure should be clearly mentioned.
- c. All the design and drawings should be done so as to achieve safe and economical structure.
Soil test report should be taken into consideration. Serviceability requirement should be satisfied. Total responsibility in regard of safety and economical of the structure should be borne by the Consultant.

C. Submission of DPR regarding Detailed Engineering of Infrastructural work :

Separate DPR to be submitted for the following works:

- a. Road network, storm water drain, water supply network, pumping station, utility corridor, Main entrance Gate, box culvert, Cross drainage works and any other necessary infrastructure for this work Mentioned in approved final master plan.
- b. Waste water collection treatment (CETP/ ETP) & disposal along with ground water recharge system, solid waste disposal, rain water harvesting system and any other necessary infrastructure Mentioned in approved final master plan.
- c. Truck terminal and ancillary buildings, Fire-fighting system and any other necessary infrastructure Mentioned in approved final master plan.
- d. Electrification work including common area lighting & high mast street illumination, telephone system & lines and any other necessary infrastructure Mentioned in approved final master plan.
- e. Substations, transformer, CB, panel room and any other necessary infrastructure Mentioned in approved final master plan.

D. Vetting:

The necessary assistance during vetting of drawings, designs, and estimates of the project from PWD., Government of WB in phase wise will be assisted by the successful bidder till completion of vetting process.

E. Preparation of Bid documents, & related BOQ with Cost Estimate in phase wise and assistance at the time of selecting contractor through e-tendering.

- a) Bill of Quantities (BOQ), Bid Document :
 - (i) Preparation of Bill of Quantities for entire infrastructural works.
 - (ii) Tender stage and working stage drawings and designs calculations for the entire infrastructural works.
- b) Cost Estimates :
 - (i) The consultant shall prepare and submit detailed cost estimate based on state current PWD schedules effective for scheduled items and updated cost Index. For non-schedule items estimate shall be prepared based on market rates.
 - (ii) Rate analysis shall be submitted separately based on current market rates and labour wages for materials and workmanship for all items.
- c) Assistance at the time of selection of Contractor :
 - (i) Conducting Bidding Process, preparation of e-tender documents to the bidders, evaluation of bids, selection of bidder etc.

Note: - The consultant has to assist and prepare all necessary documents to obtain different sanctioned required for the project (if required). Government fees have to be paid by WBIDC separately.

F. Deliverables:

- a) Survey & Inspection report -Soft copy+1 set of hard copy.
- b) Conceptual Master Plan- Soft copy+1 set of hard copy.
- c) Draft Master Plan & drawing- Soft copy+2 sets of hard copies.
- d) Final Master Plan & drawing- Soft copy+2 sets of hard copies.
- e) Draft Design & Drawing along with BOQ (submission of report to be done separately for each of the section as mentioned at para 'C' in Scope of work) – One set of Hard copy.
- f) Detailed Design Report and Drawings along with BOQ (submission of report to be done separately for each of the section as mentioned at para 'C' in Scope of work) – Four sets of Hard Copy + Soft Copy (word/ excel version).
- g) Final Design & Drawing along with BOQ (submission of report to be done separately for each of the section as mentioned at para 'C' in Scope of work) - Four sets of Hard Copy + Soft Copy (word/ excel version).
- h) Draft Tender Document for selection of contractor through e-tendering, Bill of Quantities & Cost Estimates (submission of draft tender document to be done separately for each of the section as mentioned at para 'C' in Scope of work) – 2 sets of hard copy.
- i) Final Tender Document for selection of contractor through e-tendering, Bill of Quantities & Cost Estimates (submission of final tender document to be done separately for each of the section as mentioned at para 'C' in Scope of work) – 2 sets of hard copy + 1 soft copy (word/ excel version).
- j) Bid Evaluation Report for each tender document – Two Hard Copies + 1 soft copy (word/ excel version).

G. Liability:

The Consultant shall be liable for all consequence of errors and omissions arising from errors solely attributable to Consultant or on the part of their employees to the extent and with the limitation specified by WBIDC. The Consultant shall also be liable and shall indemnify WBIDC from and against any/all claims, damages, costs as may be raised on the Consultant by any other third party in connection with the said work.

H. Ownership of Documents & Copy Rights:

The copyright of Interim Reports, Design Reports, Tender Documents, Costs Estimates, Bill of Quantities, Calculation sheets, drawings etc. and all other similar documents (both interim and final) provided by the Consultant in connection with project/work shall remain vested in WBIDC. All written material, originated and prepared for WBIDC under the assigned agreement shall belong to WBIDC. The Consultant shall not publish, share, divulge, disclose, part with any of such papers or information without the written consent of employer or use for purpose other than those for this work, the articles, designs calculations and drawings

I. Changes or Alteration:-

Changes or alterations, as desired by WBIDC due to site considerations or otherwise as required during the pendency of the contract, will be done by the consultant. Additional charges on this account, if any, will be mutually agreed upon by WBIDC.

J. Correctness and Accuracy of data:-

The Consultant shall be fully responsible for the correctness and accuracy of the data. If any inadequacy is observed in the work performed by them, they shall at their own initiative and at no extra cost to WBIDC take all steps necessary to remedy/rectify the said defects or inadequacies. The consultant shall incorporate all the modifications or changes as desired by WBIDC.

K. Code of Practice

The report for all works shall confirm to local building bye laws and other state regulation as well as to relevant latest Indian Standard Specifications and/or Standard code of Practice. All reports, computations etc. shall be submitted in English language and in metric/SI units.

L. Time Schedule :

Sl. No.	Stage of work	Submission time
1	Submission of Survey & Inspection report	30 working days from the day of issuance of work order.
2	Submission of Conceptual Master Plan	10 working days from submission of Sl. No 1.
3	Submission of Draft Master Plan	10 working days after approval of Conceptual master Plan.
4	Submission of Final Master Plan	10 working days after approval of Draft Master Plan.
5	Submission of Draft Design & Drawing along with BOQ	20 working days after approval of Final Master Plan.
6	Submission of Detailed Design Report and Drawings along with BOQ	10 working days after approval of Draft Design & Drawing along with BOQ
7	Vetting	Pursuance with PWD for vetting.
8	Submission of Final Design & Drawing along with BOQ	10 working days after vetting
9	Draft Tender Document for selection of contractor through e-tendering, Bill of Quantities & Cost Estimates	10 working days after submission of Final Design & Drawing along with BOQ.
10	Final Tender Document for selection of contractor through e-tendering, Bill of Quantities & Cost Estimates	10 working days after submission of Final Tender Document.
11	Bid Evaluation	5 working days after opening of Technical Bid.
	Total	125 working days

M. Payment Terms :

Sl. No.	Stage of work	Percentage of the fee quoted
1	Submission of Survey & Inspection report	10%
2	Submission of Conceptual Master Plan	5%
3	Submission of Draft Master Plan	10%
4	Submission of Final Master Plan	5%
5	Submission of Draft Design & Drawing along with BOQ	20%
6	Submission of Detailed Design Report and Drawings along with BOQ	10%
7	After completion of Vetting process	10%
8	Submission of Final Design & Drawing along with BOQ	5%
9	Draft Tender Document for selection of contractor through e-tendering, Bill of Quantities & Cost Estimates	5%
10	Final Tender Document for selection of contractor through e-tendering, Bill of Quantities & Cost Estimates	5%
11	Bid Evaluation	5%
12	After twelve months from day of awarding work to the Contractor (security Deposit.)	10%
	Total	100%

N. Security deposit:

- a) WBIDC will retain an amount equivalent to 10% of the total fee termed as Security Deposit which would be released after completion of the Defect Liability Period. Defect Liability period will be twelve months from the day of awarding the work to selected contractor.
- b) During the time of execution of the project at site by the Contractor, if the actual executed quantity for any item deviates by more than 10% of the BOQ quantities then WBIDC reserves the right to forfeit the Security Deposit.

O. Termination of Contract:

WBIDC reserves the right to terminate the work on the following grounds:-

- a) If the Consultant fails to execute the work within the time limit as provided in this NieT.
- b) In case the Consultant fails to deliver or submit the deliverables as required under this NieT and within such time as is provided in this EOI, unless such time is extended in writing by WBIDC.
- c) If after undertaking the work the Consultant refuses or abandons the job and WBIDC has to complete the rest of the work through any other agency ;
- d) During the time of execution of the project at site by the contractor, if such faults is found in design details which in the opinion of WBIDC, the Contractor and PMC renders the work as unexcitable ;

Then

- e) In the event of happening any of the aforementioned Defaults on part of the Consultant, WBIDC shall be entitled to terminate the contract. WBIDC shall give 7 days prior notice in writing to the agency before terminating the contract. On termination of the contract WBIDC shall forfeit the balance amount which may be payable to the Consultant and WBIDC shall be free to proceed and complete with the remaining work through any other agency, the cost of which shall be met from such moneys as forfeited or withheld by WBIDC. WBIDC shall also forfeit the Security Deposit retained.

Section 8

Form - I

DIFFERENT FORMS INCLUDING FORM OF BID

Draft Contract Agreement

THIS AGREEMENT ("Contract Agreement") is made on the _____ day of, 2023 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 "Consultant") 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/ENG/DHAKESWARI/2023-24/02 for the work "Notice Inviting e-Tender for selection of consultant regarding preparation of detailed master plan, detailed structural design, drawings, bill of quantities, vetting, preparation of bid document for selection of contractor and PMC through e-tendering and bidevaluation at Dhakeswari Cotton Mill Area, Asansol, Paschim Bardhaman 2nd Call)".

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

1. In consideration of the said contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said conditions execute and complete the work show upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The WBIDC shall pay the Contractor the said amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said conditions and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
4. Following documents mentioned herein shall form and part this contract:
 - a) e-Tender Document vide ref. No. Date
 - b) Section-1: List of Important Dates, Press Notice, Notice Inviting e-Tender (NIeT)
 - c) Section - 2: Background Information
 - d) Section - 3: Instructions to Bidders (ITB)

- e) Section – 4: Qualification Information
- f) Section – 5: General Conditions of Contract
- g) Section – 6: Technical Specifications
- h) Section – 7: Bill of Quantities
- i) Section –8: Different Forms including Form of Bid
- j) Work Order vide ref. no. Date
- k) 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
 by its duly authorized official
 In the presence of:
 1. Signature _____
 Name with address _____

 2. Signature _____
 Name with address _____

 Signed on behalf of the Consultant
 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 Item 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)

DECLARATION BY THE BIDDER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Quotation and other tender documents mentioned therein along with the drawing attached.

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) (2019-2020, 2020-2021, 2021-2022)

(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 Consultant 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.