



# WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

LB-2, Sector-III, Salt Lake City, Kolkata – 700 106

Telefax: (033)-2335 5298 E-mail: info@wbldc.in

Website: www.wbldc.in Toll Free No. **18001208243**

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**NIT No. – WBARD/WBLDC/NIT-252e/2020-2021**

**Dated: 13/11/2020**

## **SET OF TENDER DOCUMENTS**

***For***

**e -Tender on Repairing, modification and capacity extension of refrigeration system at Chicken Processing Plant at Phansidewa Meat Plant, Darjeeling - 734434.**

**Estimated Tender Value:- Rs. 99,00,814/-**  
(Rupees Ninety Nine Lakh Eight Hundred Fourteen Only)

### **: Important Dates:**

❖ <b>Date of Publication / Starting of bid submission:-</b>	<b>13.11.2020 from 06:55 P.M.</b>
❖ <b>Pre Bid Meeting :-</b>	<b>18.11.2020 at 02:00 P.M.</b>
❖ <b>Last Date of Bid Submission (online):-</b>	<b>28.11.2020 up to 06:30 P.M</b>
❖ <b>Opening of Technical Bid: -</b>	<b>01.12.2020 after 11:30 A.M</b>
❖ <b>Opening of Financial Bid: -</b>	<b>To be notified later</b>

(Dr. Gouri Shankar Koner)  
**Managing Director**  
W.B.L.D.C. Ltd.

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## **NOTICE INVITING e-TENDER**

The Managing Director, West Bengal Livestock Development Corporation Ltd., LB-2, Sector-III, Salt Lake City, Kolkata–700106 invites on line bids (in two bid system) from the Bona-fide Contractor/Agency/Firm/Company for **‘Repairing, modification and capacity extension of refrigeration system at Chicken Processing Plant at Phansidewa Meat Plant’ Dist. - Darjeeling – 734434**. Details of job schedule available at **Annexure- ‘A’** uploaded along with this tender document.

**LAST DATE FOR SUBMISSION OF TENDER (ONLINE): 28/11/2020 (upto 6:30 P.M.)**

- 1) Earnest Money @ **2% of the Tender Value** is to be submitted (<https://wbtenders.gov.in>) for participation in the tender through ICICI Bank Payment Gateway (vide Finance Deptt. Memo No. 3975-F(Y) dated 28/07/2016). (Details as per Annexure – B)
- 2) After publication of e-tender Notice in the Medias, detailed terms & conditions, BOQ (Bill of Quantities) may be obtained from the website <https://wbtenders.gov.in> at free of cost. Submission of tender by the bidder can be made with the help of Class-2 DSC (Digital Signature Certificate) in this website <https://wbtenders.gov.in>.
- 3) Tenders should normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B).
- 4) Tender must be supported by:

### **A. TECHNICAL BID : ‘BID-A’**

**(a) STATUTORY COVER** containing the following documents:

(SINGLE FILE MULTIPLE PAGES SCANNED):

1.	Scanned Application in the prescribed format <b>(Form-I)</b>
2.	Scanned Declaration by the Tenderer <b>(Form-II)</b>
3.	Scanned Check List in the prescribed format <b>(Form-III)</b>
4.	Upload ALL DOCUMENTS / CERTIFICATES.

(b) NON-STATUTORY COVER/MY SPACE containing the following documents:

Sl.	Category	Sub Category Description
1	CERTIFICATES – ✓ All valid up to date ✓ All certificates are to be furnished in English Vernacular ✓ Affidavit are not valid ✓ Scanned original copy required.	i) PAN Card of the authorized signatory ii) Original Prof. Tax enrolment certificate with challan valid upto 31/03/2021 iii) GST Registration Certificate. iv) IT returns for the Assessment year 2019-2020. v) Trade License valid Upto 31/03/2021 vi) <b>PF &amp; ESI Certificate / registration / declaration.</b>
2	COMPANY DETAILS (valid up to date), scanned original copy	i) Registration Certificate under Company Act. (if any). ii) Registered Deed of partnership Firm, Trade License / Article of Association & Memorandum. iii) Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
3	Credential	Credential for satisfactorily completion as a prime agency during last 5 (five) years prior to the date of issue of this tender notice, of similar nature of the work. Completion certificate indicating estimated amount, value of work done, date of completion of the work and detailed communicational address along with contact number of the client should be submitted by the bidder.

**FIRMS LOCATED OUTSIDE THE STATE OF WEST BENGAL MUST HAVE TO EXECUTE SUPPLY THROUGH THEIR LOCAL BRANCHES OF THIS STATE OR AUTHORIZED DISTRIBUTORS/AGENTS/DEALERS OF THIS STATE; OTHERWISE THEIR TENDERS WILL NOT BE ACCEPTED.**

**B. FINANCIAL BID : ‘BID-B’ ( BOQ )**

- The Contractor/ Bidder is to Quote the **Item-Rate (inclusive of GST and all other tax, surcharges, cess if any etc.)** as specified in the work schedule (Annexure – A). The rate will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.
- Only downloaded copy of the B.O.Q. is / are to be uploaded quoting the rate, virus scanned and digitally signed by the contractor.
- N.B.: ALL STATUTORY & NON STATUTORY DOCUMENT (S) ARE REQUIRED TO BE UPLOADED IN ORIGINAL. Neither Photocopy nor cyclostyled literature/Brochure will be accepted.

**DETAILS OF WORKS:-**

Name of the Work	Work Details	Estimated Amount put to Tender (Rs.)	Period of completion of the work.
1	2	3	4
<b>‘Repairing, Modification and capacity extension of refrigeration system at Chicken Processing Plant at Phansidewa Meat Plant’ Dist. - Darjeeling - 734434</b>	Details of work schedule item-wise may be found in the <b>Annexure-A.</b>	<b>99,00,814/-</b>	<b>60 days</b> (Sixty) days

*W. D. Datta*

**Managing Director**

## **INSTRUCTION TO BIDDERS**

- ❖ Total work is to be completed positively **within 60 days** or the time specified in the order from the date of issue of order. The intending bidders are requested to submit their tender along with prescribed application form in e-tender portal <http://wbtenders.gov.in> The software shall make automatic encryption of the Technical as well as Financial Bid and no one shall be allowed to open two Bids prior to the date and time earmarked for opening by the Tendering Authority.
- ❖ **After evaluation of Technical Bid, those who will qualify, their Financial Bid shall only be opened. The technical proposal (BID-A) will be opened on line.** Bidders or their authorized representatives need not to be present in the office of the undersigned at the time of opening of the Technical Proposal (BID-A).
- ❖ For further information, the bidders are requested to please contact the undersigned.
- ❖ **No Tender will be accepted across the table and no such receipt will be issued thereon.**
- ❖ In the event of any discrepancy between downloaded tender document and master copy of the same available in the office, the latter will be accepted & binding on the bidder. No claim will be entertained in this regard.
- ❖ N.I.T. *to be downloaded properly and to be uploaded duly digitally signed.*
- ❖ **In case quoting the rate anywhere other than BOQ, the tender is liable to be summarily rejected.**
- ❖ All the tender documents including N.I.T., terms & conditions for submission of tender & B.O.Q. will be the part & parcel of the bid documents.
- ❖ The undersigned reserves the right to reject any tender/all tenders at any stage without assigning any reason thereof.

### **ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER**

- 1) The contractors who have been delisted or debarred by any government department shall not be eligible in any way.
- 2) Valid up to date clearance of Income Tax return, Professional Tax Clearance Certificate, P.T. (Deposit Challan), PAN Card, GST Registration Certificate, valid Trade License with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents].
- 3) Having experience to build up/ Remodeling work **preferably Repairing, Modification and Capacity extension of Refrigeration System.**
- 4) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application (Non-Statutory documents).
- 5) Registered Unemployed Engineers' Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Current N.O.C. from A.R.C.S., Minutes of last A.G.M. and also submit documents of the society consists at least 10 (ten) members out of which at least 60% should hold degree or diploma in any branch in Engineering.
- 6) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

## **EVALUATION OF TENDERS**

During the tender Evaluation Process, the **Technical proposal (BID-A)** will be opened first. Those bidders who will qualify the **Technical proposal** as described in BID-A **containing Statutory/Non statutory documents including credentials** will be identified and only their **Financial Cover (BID-B)** shall be opened. The **Financial cover (BID-B)** will not be opened and will be summarily rejected if that Bidder fails to meet the technical requirements participating in the tender.

Technical Evaluation of the Tender will be held on two parts, i.e. opening & evaluation of tender.

### **Opening of the Technical Proposal:**

- Technical proposal will be opened by the authorized officer of the undersigned, electronically from the website using their Digital Signature Certificate (DSC).
- Cover (folder) for Statutory Documents and non statutory documents will be opened. If there is any deficiency in the **Statutory Documents** the tender will summarily be rejected.
- Decrypted (transformed into readable formats) documents of the Statutory & Non statutory Cover will be downloaded and handed over to the Tender Evaluation Committee.
- Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders will be uploaded in the web portals.
- During evaluation, the committee may summon of the bidders and seek clarification/information/demonstration or additional documents or original hard copy of any of the documents already uploaded and if these are not produced within the stipulated time frame, their proposal will be liable for rejection.
- The Financial Cover (BID-B) of those bidders passing the technical requirements will only be opened. The sample may be examined by our technical experts before opening of the Financial Cover.
- Tender inviting authority or his representative reserves the right to accept / reject the sample after due examination of the sample or any material offered to be used in the work at any stage of tender evaluation or during execution of the work.
  
- **FIRMS LOCATED OUTSIDE THE STATE OF WEST BENGAL MUST HAVE TO EXECUTE SUPPLY THROUGH THEIR LOCAL BRANCHES OF THIS STATE OR AUTHORIZED DISTRIBUTORS/AGENTS/DEALERS OF THIS STATE; OTHERWISE THEIR TENDERS WILL NOT BE ACCEPTED.**

THE DECISION OF UNDERSIGNED/TENDER COMMITTEE WILL BE FINAL BINDING & ABSOLUTE IN THIS REPECT.

### **PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:-**

If any bidder fails to produce the original hard copies of the documents (specially Completion Certificates) or any other documents on demand of the Tender Opening Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of facts, the bidder will be suspended from participating in the tenders on e-Tender platform for 3 (three) years.

## **AWARD OF CONTRACT:-**

The Tender Inviting Authority reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time and prior to the Award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action. The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter. The notification of award will constitute the formation of the Contract or the agreement between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part of the Contract Documents.

## **AGREEMENT**

The successful bidder will have to enter into a contractual agreement with the Corporation in the standard format (uploaded along with NIT) embodying the tender terms & conditions in Two Non-judicial Stamp Paper worth Rs.100/- (Rupees One Hundred) only to be provided by the successful bidder. Prescribed Agreement must be signed also by the Authorized Signatory of the Tendering firm concerned. The format of the agreement is purely provisional and may be changed at any place at the time of execution if situation demands.

## **SECURITY MONEY DEPOSIT**

1. Security Money @ 10% ad-valorem and is to be deducted from the running bills during & after execution of the work.
2. The Security Money may not carry interest. This Corporation is also not liable for deposition of excess Security Money.
3. Security Money will be refunded after satisfactory completion of the work. No proportionate refund of security money will be allowed.

## **PERFORMANCE GUARANTY & AGREEMENT**

- ✓ The performance guaranty should be submitted in shape of Bank Guarantee from a Nationalized Bank in favour of the **West Bengal Livestock Development Corporation Ltd** equal to the amount of 5% of the Work order value of the item within 21 days of issue of the work order.
- ✓ The agreement (as provided or amended from time to time) will be signed between the supplier and the purchaser and will be kept by the purchaser.
- ✓ 50% of the performance guaranty Money will be returned / released back to the tenderer without interest after the trial run of the plant & machinery and the balance 50% would be returned / released after 6 (six) months from the date of successful completion of Trial Run.
- ✓ Security money will be forfeited if there is any violation of the tender terms and condition / agreement.

## **PENAL MEASURE**


If the firm withdraws tender as a whole or for any particular item at any stage during the tenure of tender or fails/refuses to enter into written agreement once the rate for any/all items(s) is/are accepted within the time specified when requested to do so by this Corporation. Such firms offer will not be taken into consideration in future & shall liable to be black listed for 3 (three) years.

1. The security money deposit furnished by a bidder is liable to forfeit in full along with cancellation of order without prejudice in the event of failure/refusal to maintain the terms & conditions of tender and/or contracted specification and/or quality/quantity and the authority will be at liberty to terminate the contract as a whole or part.
2. In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on shall liable to be Black Listed for 3 (three) years.
3. Quoting absurdly high or low rate in opinion of tender selection committee, with the intention to vitiate the tender process will be dealt with in the context of NPPA norms or any other norms under Govt.

## **PAYMENT**

Any request for Advance Payment will generally not be entertained. However, in exceptional cases, mobilization advance amount up to 10% may be allowed with 100% bank guaranty.

1. Bills to be produced in DUPLICATE.
2. Payment shall be made after executing the order satisfactory in all respect. In case of advance / partial payment needed, the firm shall have to strictly follow the 'BAR CHART' of work schedule as will be provided from the office of the undersigned during execution of the work. The Bar Chart will be consisting of monthly time bound progress of work evaluated as % of physical progress of the work with item-wise schedule details.
3. However, no interest shall be paid to the firm, if the payment is delayed due to whatsoever reasons. The payment of bills shall be withheld in case of violation of any tender terms & conditions.
4. No arbitration for the work will admissible.
5. Any mobilization/secured advance will be allowed only after taking bank guaranty equal to the amount of work order value and releasable after satisfactory completion of the work.

  
(Dr. Gouri Shankar Koner)  
**Managing Director**  
W.B.L.D.C. Ltd.

## TERMS AND CONDITIONS

The Contractor shall be capable to establish field testing laboratory equipped with requisite instruments and technical staff.

The Applicant must inspect the site of work and get acquainted with site condition, facility available and problems to be faced during works and take into account all such factors before quoting rate.

### GENERAL:

Unless otherwise stipulated all the works are to be done as per general conditions and general Specifications of the “Departmental Schedule” which means the Public Works Department, Schedule of Rates for works in West Bengal for the working area including up to date addenda and corrigenda, if any. The project should be executed as per IS code/IRC/MOST/MORTH standards regarding the quality of materials and various item of works. For general conditions and general specifications of items of works related to supply and carriage works, not appearing in the aforesaid Schedule of Rates in force including up-to-date addenda and corrigenda, if any, issued by the competent authority as applicable for the working at the time of submission of tender for the working area will be considered.

### TERMS & CONDITIONS IN ORDER TO PRECEDENCE:

If the stipulations of the various components of the contract documents be at variance in any respect, one will override the other (only in so far as those are at variance) in the order of precedence as given below:

- (a) Special terms and conditions
- (b) Special specifications
- (c) General specifications
- (d) Notice Inviting e-Tender
- (e) Schedule of probable items with approximate quantities
- (f) Tender Form.

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

### ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:

The word “Engineer-In-Charge” means the Assistant Engineer, WBLDC Ltd. The word “Department” appearing anywhere in the tender documents mean WBLDC Ltd. (A Government of West Bengal Undertaking). The word “approved” appearing anywhere in the documents means approved by the Engineer-In-Charge. The work shall have to be taken up within seven days of the receipt of the work order. Failure to do so will constitute a violation of the contract stipulation as regards proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.



### **CONDITION IN EXTENDED PERIOD:**

When an extension of time for completion of work is authorized by the Engineer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

### **CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:**

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road/building users and occupants, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-In-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-In-Charge.

### **TRANSPORTATION ARRANGEMENT:**

The contractor shall arrange for all means of transport including Railways Wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for procurement of railways Wagons. But, in case of failure of the Department to help the Contractor in this respect, the contractor will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances.

If Railways Wagons are not available, the Contractor will have to depend on transport of materials by road as necessary to complete the work in time and the contractor must consider this aspect while quoting rate.

### **CONTRACTOR'S SITE OFFICE:**

The contractor shall have an office adjacent to the work as may be approved by the Engineer-In-Charge where all directions and notice of any kind whatsoever which the Engineer-In-Charge or his representative may desire to give to the contractor in connection with the contract may be left and same when left at or sent by post to such office or delivered to the Contractor's authorized agent or representative shall be deemed to the sufficiently served upon the contractor.

### **INCIDENTAL AND OTHER CHARGES:**

The cost of all materials, hire charges to Tools and plants, Labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), Electricity and other charges of Municipalities or statutory Bodies, Ferry charges, Toll Charges, Loading and unloading charges, Handling chargers overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax etc. All other charges for the execution of the complete or finished work or in case of supply of materials and for carriage to the entire satisfaction of the Engineer-In-charge of the work. No claim whatsoever in this respect will be entertained.

### **AUTHORISED REPRESENTATIVE OF CONTRACTOR:**

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorized representative in respect of one or more of the following purpose only.

- a) General day to day management of work
- b) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the Contractor. The selection of the authorized representatives subject to the prior approval of the Engineer concerned and the contractor shall in writing seek such approval of the Engineer giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified the representative will be authorized for even after first approval, the Engineer may issue at any subsequent date.

Revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Engineer shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor himself.

### **POWER OF ATTORNEY:**

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the WBLDC Ltd. shall not be bound to take cognizance of such of attorney.

### **EXTENSION OF TIME:**

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & Plants etc., would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor.

### **MATERIALS TO BE USED:**

Suggested Brand Name/ names of different type of materials are to be used for this work as specified in PWD (WB) Schedule of Rate or as per direction of Engineer-In-Charge.

### **CONTRACTOR'S GODOWN:**

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber tonnage to the satisfaction of the Engineer-In-Charge. No separate payment will be made for these godowns or for the store yard. Any cement which is found at the time of use to have been damaged shall be rejected and must immediately to remove from the site by the Contractor or deposited as directed by the Engineer-In-Charge.

### **ARRANGEMENT OF LAND:**

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available may be spared for the purpose on usual charges as fixed by the Competent Authority.

### **USE OF GOVERNMENT LAND:**

The contractor shall make his own arrangements for storage of tools, plant, equipments; materials etc. of adequate capacity and shall clear and remove on completion of work and shed, huts etc. which he might have erected in Government Land. Before using any space in Government Land of any purpose whatsoever, approval of the Engineer-In-charge should be needed.

### **CLEARING OF MATERIALS:**

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

### **SUNDRY MATERIALS:**

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-In-Charge at his own cost before starting and during the work by which the departmental staff will check Levels, layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All petty and sundry material like, pegs, strings, nails, flakes instruments etc. and also skill labour require for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.

### **SUPPLEMENTARY/ADDITIONAL ITEM OF WORKS:**

Notwithstanding the provisions made in the related tender Form any item of the work which can be legitimately be considered as not stipulated in the specific schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by then Contractor if so, directed by the Engineer-In-Charge and the rates will be fixed with manner as stated below:-

- (a) Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- (b) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W Department schedule of rates for Building and S&P along with all addenda and corrigenda of probable items of work forming part of tender document Rates for the working area enforce at the time of N.I.T.
- (c) In Case, addition items do not appear in the above P.W Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works (Roads) Department Schedule of Rates along with all addenda and corrigendum for the working area enforce at the time of N.I.T.

- (d) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 16% (sixteen percent) will be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed Contractual percentage shall only be applicable with regard to the portions of the analysis. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Measurement Book or any written order from the tender accepting authority.

#### **COVERED UP WORKS:**

When one item of work is to be covered up by another item of work the latter item shall not be done before the formal Item has been measure up and has been inspected by the Engineer-in-charge as the authorized representatives of the Engineer-In-Charge and order given by him or proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-assistant Engineer, if so, authorized may do this inspection in respect of minor works and issue order regarding the latter item.

#### **APPROVAL OF SAMPLE:**

Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-charge and checking the quality of such materials shall have to be done by the concerned Department prior to utilization in work.

#### **WATER AND ENERGY:**

The contractor shall have to arrange for their own source of energy for operation of equipments and machineries, driving of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials and Tools and Plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food staff, medical aid etc. are to be arranged for by the contractor. The cost of transport of labour, materials and all items as aforesaid shall also have to be borne by the Contractor.

#### **DRAWINGS:**

All works shall be carried out in conformity with the drawings supplied by the bidder during submission of technical bid and approved by this Department. The Contractor shall have to carry out all the works according to the departmental general arrangement drawing and detail working drawings to be supplied by the Department from time to time.

#### **UNSERVICEABLE MATERIALS:**

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.

#### **CONTRACTOR'S RISK FOR LOSS OR DAMAGE:**

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.

### **IDLE LABOUR:**

Whatever the reasons may be no claim of idle labour, enhancement of labour rate additional establishment cost, cost of TOLL and hire and labour charges of tools and plants Railway freight etc. would be entertained under any circumstances.

### **CHARGES AND FEES PAYABLE BY CONTRACTOR:**

a) The contractor shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liability of every kinds for breach of such statute regulation or law.

b) The Contractor shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other Protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

### **ISSUE OF DEPARTMENTAL TOOLS AND PLANTS:**

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost, all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

### **REALISATION OF DEPARTMENTAL CLAIMS:**

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

### **COMPLIANCE OF DIFFERENT ACTS:**

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, the Engineer, may at his discretions, take necessary measure over the contract. The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970. The contractor shall be bound to furnish the Engineer-In-Charge all the returns particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-In-Charge may at his discretion take necessary measures over the contract.

### **SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT:**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- a) Have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),
- b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,
- c) Ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.
- d) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

## **COMMENCEMENT OF WORK:**

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting e-Tender.

## **PROGRAMME OF WORK:**

Before actual commencement of work the contractor shall submit a programme of work clearly showing the materials, men and equipments. **The contractor will submit a programme of work in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the, opinion of the Engineer-In-Charge and is modified by him.** The contractor must pray in writing, showing sufficient reasons therein, for modification of programme.

The conditions laid down tender form regarding the division of total period and progress to work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with it the actual progress of work does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

## **SETTING OUT OF THE WORK:**

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any, rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-In-Charge during progress of works. If any, errors appears or arise in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-In-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor or their responsibility for correctness and rectification thereof.

## **PRECAUTIONS DURING WORKS:**

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. in case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-In-Charge and necessary precautionary measures as would be directed by the Engineer-In-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer will be recovered from the contractor.

## **NIGHT WORK:**

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatever, in this respect will be made to the contractor.

## **TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Engineer-In-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer- In-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-In-Charge. The cost of all such tests would be borne by the agency.

## **TIMELY COMPLETION OF WORK:**

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

## **PROCUREMENT OF MATERIALS:**

All materials required for complete execution of the work shall be supplied by the contractor after procurement from authorized and approved source.

## **REJECTION OF MATERIALS:**

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

## **IMPLIMENTS OF WORK IN ITEMS:**

Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are to be deemed as inclusive of the same.

## **DAMAGED CEMENT:**

Any cement lying at contractor's custody which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by Engineer-In-Charge at the costs and expenses of the contractor.

## **FORCE CLOSURE:**

In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.

## **TENDER'S RATE:**

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender clause. No conditional rate will be allowed in any case.

### **DELAY DUE TO MODIFICATION OF DRAWING AND DESIGN:**

The contractor shall not be entitled for any compensation for any loss suffered by him due to delays arising out of modification of the work due to non-delivery of the possession of site.

### **ADDITIONAL CONDITIONS:**

A few additional conditions under special terms and conditions.

- a) Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable and unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-In-Charge.
- b) Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax and all other duties, if any.
- c) Display board to size 150cm X 90cm is to be provided at site of work with Sal Bullah Post to a height of 1.5 Metre at the cost of the contractor including insertion as directed by the Engineer-In-Charge.
- d) The Contractor is to display caution board at his cost.
- e) Deep excavation of trenches and left out for days should be avoided.
- f) The Contractor or supplier should not import into West Bengal on competitive price basis.
- g) The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
- h) As per Finance (Taxation) Department of Income Tax Will be made from each bill of the contractor as per applicable rate in force.
- i) Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

### **Special Specification for Building and S & P Works**

Name of Work: As per Detailed NIT.

#### Site Condition:

The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffics during day as well as to night. No interruption in works due to any site condition shall be engaged as to complete the work in time. The execution of the work should however be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account. Difficulties and inconveniences in transporting materials over the bad roads, Kutcha roads, incomplete roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over kutcha roads. These approach roads should be maintained by the Contractor at his own cost.

Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be, should be noted by the bidder. No rate or time will be allowed on these accounts as stated. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing would be entertained under any circumstances beyond the respective tendered provisions.

Unless otherwise stipulated all the works are to be done as per General specification of "Schedule of Rates" for Building and S&P Works of Public Works Department for the working area enforce at the time of NIT.

  
(Dr. Gouri Shankar Koner)  
**Managing Director**  
W.B.L.D.C. Ltd.



### **OTHER TERMS AND CONDITIONS:-**

**PRICE: - Only the price quoted by the Supplier(s) in his / their financial proposal will be the price for payment and no other price escalation will be allowed at any circumstances.**

#### **SUPPLY & COMPLETION OF THE PROJECT:**

The supply and handover be completed within **60 days** from the date of issue of Work Order unless otherwise specified. If no supply is received even after **60 days or 88 days** with liquidated damage from the date of issue of the purchase orders, such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified under Penalty.

The approved firm shall also suffer forfeiture of the Performance guaranty Deposit.

**LIQUIDATED DAMAGE:** The WBLDCL may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of completion (**i.e. 60 days**) with a penalty of 0.5% which will be deducted from the work order value as “Liquidated Damage”, for each week (7 days) of delay up to a maximum 2% on the value of the goods. If the supplier fails to complete the supply within the extended period, **i.e. 88 days** after being allowed by the contractor with LD, no further order will be placed to the firm for the said item including forfeiture of the Performance guaranty and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

#### **TERMS OF PAYMENT :-**

- 1 Advance payment equivalent to 10% of the work order value against irrevocable Bank Guarantee drawn on any nationalized bank with claim period of one (1) year.
- 2 70% of the material value after inspection of materials at site which must conform to the specification laid down in the job schedule.
- 3 Balance amount on successful completion on trial run and on submission of balance 50% performance guaranty in the form of Bank Guarantee which shall be retained and released 6 (six) months after completion of successful Trial Run.
- 4 No claims shall be made against the purchaser in respect of interest on performance guaranty deposit or any delayed payment or any other deposit.
- 5 Before release of payment the supplier has to submit the signed agreement, warranty documents etc. to the consignee.

The supplier will provide all the spare parts, repairing & maintenance by its trained personnel during the initial warranty period (1 year).

### **INITIAL WARRANTY:**

This initial warranty shall remain valid for one (1) year & the warranty will cover all the parts of the item and any replacement or repair required within the warranty period will be provided by the supplier free of cost at the destination point. The supplier will take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter.

No travelling allowances or transportation cost will be paid by the purchaser during warranty period. The Supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials (even if the advanced facilities are not mentioned in our product specification). The Supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

The Purchaser / consignee shall promptly notify the Supplier in writing / Fax / Telephone of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall with all responsible speed will repair or replace the defective goods or parts thereof without cost to the purchaser.

If the Supplier, having been notified, fails to remedy the defect(s) within 10 days, the Purchaser may proceed to take such remedial action as may be necessary, like forfeiture of recovery from security deposit the amount of loss incurred by the purchaser.

### **GOVERNING LANGUAGE :-**

The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract which are exchanged by the parties shall be written in English.

### **DELIVERY OF DOCUMENT :-**

Four (4) copies of the Supplier invoice / bills showing purchase order number, good's description, quantity, unit price, total amount with stock entry certificate by the consignee. Photocopy of the Insurance Certificate if any (The Original Certificate is to be given to the Consignee). Attested Photocopy of Manufacturer's / Supplier's warranty certificate. (The original warranty certificate is to be submitted to the consignee at installation point).

### **INSURANCE :-**

For delivery of goods at site, the insurance shall be obtained by the Supplier(s) in an amount equal to 110% of the value of goods from "Warehouse" (final destination) on "All Risks" basis including natural calamities.

### **TERMS OF CONTRACT :**

The Managing Director will be at liberty to terminate the contract either wholly or in part without assigning any reason. The tenderers will not be entitled to any compensation whatsoever in such terminations.

**PENALTIES :-**

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and he will also be liable for all damages sustained by the Managing Director by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the Managing Director whose decision is final & binding in the matter. If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption / use & rusted then the contract price or prices of such articles on full will be recovered from the tenderer, if payment had already been made to him or the tenderer will not be entitled to any payment for that item & no further order will be given to him. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Managing Director and the tenderer shall be liable for all losses sustained by the Managing Director in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him. Supply of sub-standard items or non - performance of tender terms & conditions will disqualify a firm to participate in the tender for the next two (2) years.

**ARBITRATIONS :-**

In the event of any dispute out of the contract, such dispute should be subject to the Jurisdiction of the Hon'ble High Court, Calcutta.

**CHANGE OF TERMS AND CONDITIONS :-**

Any amendment to the terms & conditions and clauses of the agreement if required must be done in writing duly signed by the two parties.



(Dr. Gouri Shankar Koner)  
**Managing Director**  
W.B.L.D.C. Ltd.

# ANNEXURE – ‘A’

## (Technical Requirements & Job Specifications)

### 1. Refrigeration System for Existing cold room

- Refrigeration Unit Type : Air Cooled Split Type
- No of Refrigeration Unit : 2 Set
- Condenser Type : Air Cooled Aluminum Fin & Copper Tube type
- Compressor Make : Danfoss/ Frascold/Bitzer Make
- Compressor Type : Hermetic Sealed Reciprocating Compressor
- Cooling Capacity : 11744 BTU / Hr (Each Unit)
- Cooling Capacity based on : -27 ° C Evaporating Temperature & 50 ° C Condensing Temperature
- Evaporator Unit : ANY Reputed Make
- Evaporator Coil : Aluminum Fin & Copper Tube Type
- Refrigerant : R404a
- Connected Power Load : 4.58 kW/Hr. (Each Unit)
- Power Supply : 440 Volt, 50 Hz, 3 Phase
- Defrosting Method : Electric Heater

### 2. Refrigeration System for Packing area

- Refrigeration Unit Type : Air Cooled Split Type
- No of Refrigeration Unit : 2 Set
- Condenser Type : Air Cooled Aluminum Fin & Copper Tube type
- Compressor Make : Danfoss or Emerson make
- Compressor Type : Hermetic or scroll Compressor
- Cooling Capacity : 41087 BTU / Hr. (Each Unit)
- Cooling Capacity based on : -2 ° C Evaporating Temperature & 50 ° C Condensing Temperature
- Evaporator Unit : ANY Reputed Make
- Evaporator Coil : Aluminum Fin & Copper Tube Type
- Refrigerant : R404a or R407
- Connected Power Load : 6.16 kW (Each Unit)
- Power Supply : 440 Volt, 50 Hz, 3 Phase.
- Defrosting Method : Off Cycle

### 3. Refrigeration system for Blast Room

- Refrigeration Unit Type : Air Cooled Split Type
- No of Refrigeration Unit : 3 Set (Each Blast Room 1 Nos Unit)
- Condenser Type : Air Cooled Aluminum Fin & Copper Tube type
- Compressor Make : Bitzer/Frascold make
- Compressor Type : Two Stage Semi Hermatic, Reciprocating Compressor
- Cooling Capacity : 66705 BTU / Hr (Each Unit)
- Cooling Capacity based on : -35 ° C Evaporating Temperature & 50 ° C Condensing Temperature
- Evaporator Unit : ANY REPUTED Make
- Evaporator Coil : Aluminum Fin & Copper Tube Type
- Refrigerant : R404a
- Connected Power Load : 19.19 kW/Hr. (Each Unit)
- Power Supply : 440 Volt, 50 Hz, 3 Phase.
- Defrosting Method : Electric Heater

**4. For Packing Area Ceiling panel dismantling & Re installation**

- Dismantling & Re installation of ceiling puf panel with material and labour charges.
- 40 Mtr 'L' Flusher for installation of Ceiling puf panel
- 100 Nos Hanging Road for Ceiling support
- 48 Nos Silicon Sealnt for Installation
- 2 Nos. Refrigeration System dismnetaling & Re installation of with GAS charging & 10 Ft Piping with each machine.

**5. Pre farbricated panel for the Air path for Existing Blast Room - Room No. 1**

- Room Size - 218" x 93" - 2 Nos.
- PUF THICKNESS : 60 mm.
- BOTH SIDE : GI PP, SHEET THICKNESS 0.45 mm

**6. Pre farbricated panel for the Air path for Existing Blast Room - Room No. 2**

- Panel Size - 214" x 93" - 2 Nos
- PUF THICKNESS : 60 mm.
- BOTH SIDE : GI PP, SHEET THICKNESS 0.45 mm.

**7. Evaporator unit for the Existing refrigeration System for Blast Room-3 Set**

- Existing Ref System :- S 6 J 20.2 Y
- Evaporator Unit Providing
- Cooling Capacity :- 19.5 Kw (-37 C Evap & 5 DT)

**8. Door for both existing Blast Room-3 No.**

- Overalp Type Fitting
- Door Opening Size:- 1000mm x 2000mm
- Door Frame Size:- 1460mm x 2400mm
- Panel Thickness :- 125mm
- With Heater
- MOC:- Both side GIPP Sheet with 0.45mm Thickness

**9. Door for Existing Cold Room-1 No.**

- Overalp Type Fitting
- Door Opening Size:- 1000mm x 2000mm
- Door Frame Size:- 1460mm x 2400mm
- Panel Thickness :- 125mm
- With Heater
- MOC:- Both side GIPP Sheet with 0.45mm Thickness.

**10. Servicing of Flake Ice Machine-1No.**

- Shifting of Condensing unit to Nearest another palce. 10 Ft Distance.  
( 10 ft piping, Gas charging & labour charges)

**ANNEXURE - B**

**Government of West Bengal  
Finance Department  
Audit Branch**

No. 3975-F(Y)

Dated: 28th July, 2016

**MEMORANDUM**

**Sub: Online receipt and refund of EMD of e-procurement through State Government e-procurement portal.**

The State Government procurement portal has already been integrated with the Payment Gateway of ICICI Bank for deposit of EMD and other fees by the bidders participating in e-procurement.

Now, in cancellation of this Department Memorandum No. 1526-F(Y) dated 18.03.2014, the Governor is pleased to prescribe the following procedure to be adopted for deposit of EMD / Bid Security related to e-procurement of the State Government Departments and its subordinate offices, PSUs, Autonomous and local Bodies, PRIs, etc

**1. Login by bidder:**

- a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/Autonomous Body/Local Body/ PRIs, etc shall login to the e-Procurement portal of the Government of West Bengal [https:// wbtenders.gov.in](https://wbtenders.gov.in) using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the following payments modes:
  - i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
  - ii) RTGS/NEFT in case of offline payment through bank account in any Bank.

**2. Payment procedure:**

- a) Payment by Net Banking (any listed bank) through I.C.I.C.I. Bank Payment Gateway :
  - i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
  - ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
  - iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukerjee Road, Kolkata for collection of EMD/Tender Fees.
- v. If the transaction is failure, the bidder will again try for payment by going back to the first step

### **b) Payment through RTGS/NEFT:**

- i. On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- iii. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT /RTGS process to complete, in order to verify the payment made and continue the bidding process.
- iv. If verification is successful, the fund will get credited to the respective Pooling account of the State Government /PSU/ Autonomous Body/Local Body/PRLs, etc maintained with the Focal Point Branch of IICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

### **3. Refund/Settlement Process:**

- i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to IICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
- v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –
  - a) EMD of the L1 bidder for tender of State Government offices will automatically get transferred from the pooling account to the State Government deposit head “8443-00-103-001-07” through GRIPS along with the bank particulars of the L1 bidder.

- b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRLs, etc will automatically get transferred from the pooling account to their respective inked bank accounts along with the bank particulars of the L1 bidder.

In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

- vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.
- vii. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRLs, etc tenders.
- viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees ( if any) were initiated.

#### **4. Accounting and Monitoring Process:**

- i. The ICICI Internet Banking will communicate to the State Government e-Procurement portal all details of transactions on daily basis.
- ii. The Tender Inviting Authority of the Government Offices/PSUs/ Autonomous Bodies/Local Bodies/PRLs, etc will be using their respective e-procurement User ID and Password to view the EMD and Tender Fees deposited by the bidders in the pooling accounts.
- iii. The nodal officer of the Finance Department, Government of West Bengal will be able to view the Department-wise EMD and Tender Fees deposited by the bidders to the pooling accounts and fund transferred downstream at various stages of the tender process to the Government accounts and bidders' accounts, as applicable by using user access as provided by NIC.
- iv. The details of NIC E-Procurement Help Desk and toll free numbers of ICICI Bank are given in annexure.

The system will become effective from 01/08/2016 and can be used by any Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRLs, etc. with effect from that date. However, with effect from 01/09/2016, all the EMD/Tender fees if respect of e-tender of all State Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRLs, etc will mandatorily be received and refunds/settlements made as per the procedure stated above.

Sd/-  
(P.A. Siddiqui)  
Secretary to the Govt. of WB  
Finance Department



**(Application Format)**

(To be furnished in the Company's Official Letter Head Pad with full Address with Contact No., Telephone No., FAX No., e-mail address, Website etc.)

To  
The Managing Director  
West Bengal Livestock Development  
Corporation Limited,  
LB-2, Sector-III, Salt Lake City,  
Kolkata – 700 106.

**Sub: 'Repairing, modification and capacity extension of refrigeration system at Chicken Processing Plant at Phansidewa Meat Plant, Dist. – Darjeeling - 734434'.**

Ref: NIT No. **WBARD/WBLDC/NIT-252e/2020-2021 dated 13/11/2020**

Dear Sir,

With reference to your NIT under reference, I am/we are furnishing my/our rates tendered for as per your specification, terms & conditions.

Should this tender be accepted, the work shall be completed within stipulated period from the date of work order.

I/We further declare that I/we have inspected the site and are fully conversant with all aspects of the site and appraised the condition of the site in regards to the execution of this contract.

I / We understand that: -

a) Tender Inviting and Accepting Authority can amend the scope & value of the contract bid under this NIT.

b) Tender Inviting and Accepting Authority reserve the right to reject any tender without assigning any reason.

I/We also agree that the decision of the Managing Director, West Bengal Livestock Development Corporation Ltd. in all matters in respect of this tender will be final & binding on me.

Yours faithfully,

Date:

Signature & office seal:

Name of the Firm:

Address with PIN:

## FORM-II

### (DECLARATION BY THE TENDERER)

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 e-Tender and other tender documents mentioned therein along with the drawing attached if any. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting e-Tender to complete the proposed construction as per drawings referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and to carry out and complete the work to the full satisfaction of the Engineer-In-Charge.

I/We also agree to procure tools and plants, at my/our own cost required for the work.

*Signature & Seal of the Bidder  
with Date*

**FORM-III****CHECK LIST**

Information about Bidders furnished under letter head of the company  
(To be uploaded with the Technical Bid)

<b>Sl.</b>	<b>Description</b>	<b>Particulars</b>
1	Name of the Firm	
2	a) Registered Address with PIN, Phone No, Fax No. E-mail address etc. b) Sole owner or Partnership Firm/Company	
3	Name of the Person authorized to enter into & execute contractual agreement	
4	Original PAN Card whether uploaded	
5	Original Prof. Tax Clearance Cert. with Paid Challan valid Upto 31/03/2021 whether uploaded.	
6	Original GST Tax registration Certificate whether uploaded	
7	Original IT return, Saral for the Assessment year 2019-20 whether uploaded	
8	Original Trade License valid Upto 31/03/2021 whether uploaded.	
9	Original Structure and Organization including technical persons employment certificate / declaration whether uploaded with PF & ESI	
10	Credential of similar nature of work whether uploaded	
11	Copy of NIT digitally signed whether uploaded.	
12	<b>FIRMS LOCATED OUTSIDE THE STATE OF WEST BENGAL MUST HAVE TO EXECUTE SUPPLY THROUGH THEIR LOCAL BRANCHES OF THIS STATE OR AUTHORIZED DISTRIBUTORS/AGENTS/DEALERS OF THIS STATE; <b>whether uploaded.</b></b>	

*Signature & Seal of the Bidder with Date*

**PROFORMA FOR AGREEMENT OF CONTRACTUAL CONTRACT**

This Agreement is signed and executed on this ..... day of ....., 2020 At Kolkata.

**BY AND BETWEEN**

**West Bengal Livestock Development Corporation Limited**, A Company registered under the Companies Act, 1956 and having its registered office at LB-2, Sector-III, Salt Lake City, Kolkata – 700106 represented by its Managing Director unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of WBLDCL hereinafter referred to as the **First Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the **ONE PART**.

A N D

....., a company registered under the Company's Act/a partnership firm/Proprietorship Firm (delete whichever is not applicable) having its Registered Office at ..... represented by its ..... unless his rights and obligation relating to the objects and purports of these presents are delegated, to any other officer(s) of..... hereinafter referred to as the **Second Party** (which expression shall, unless excluded by or repugnant to the context, means and includes his successors, representatives, permitted assignees, liquidators and administrators) of the **OTHER PART**.

*WHEREAS* the **First Party** is desirous that the work of '**Repairing, modification and capacity extension of refrigeration system at Chicken Processing Plant at Phansidewa Meat Plant**' wanted to execute the said work and for the purpose floated open Tender on line.

A N D

*WHEREAS* the **Second Party** offered his price against the said Tender and being eligible, his Tender having been accepted agreed to execute and complete the said work as detailed in the tender document along with bill of quantities and all other conditions.

Now, therefore, this agreement witnessed as follows:-

That the word and expression shall have same meanings as are respectively assigned to them in the general condition of the contract hereinafter referred to.

1. That the **Second Party** shall abide by all statutory obligations and payment statutory dues as are obligatory on the part of the **Second Party** and that any failure on his part if attracts any liability on the **First Party** the **Second Party** will, on intimation from the **First Party**, immediately compensate the same.
2. If any dispute or question arises any time between the parties about the rights and liabilities of each of them relating to the terms and conditions stated hereinabove shall unless and otherwise mutually resolved between the parties, the aggrieved party may refer the matter to the sole Arbitrator as may be appointed by the Govt. of West Bengal, ARD Department on reference from either Party for arbitration and the decision of the Arbitrator shall be final and binding on both the parties.
3. That all disputes shall be subject to the jurisdiction of the Calcutta High Court.

In witnesseth whereof:

The parties have set and subscribed their hands on this Agreement on the day, month and year first written.

Contractor

Managing Director.

W.B.L.D.C.Ltd.

Seal

Seal

Witness and address: –

Witness and address: –

1.

1.

2.

2.