



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

NIT No: WBARD/WBLDC/NIT-229e/20-21

Date of Issue: 08/09/2020

SET OF TENDER DOCUMENTS

For

SUPPLY, INSTALLATION AND COMMISSIONING of 320 KVA DG SET WITH AMF CONTROL PANEL AT DUCK BREEDING FARM, Kalyani, Nadia – 741235.

Each set contains:-

1. Detailed Tender Notification.
2. Job Schedule & Details Specification as per ANNEXURE - I
3. Terms & Conditions for Submission of Tender. (ANNEXURE – II, III & IV)
4. Application Form. (ANNEXURE – V)
5. Declaration by the Tenderer (ANNEXURE – VI)
6. Check List. (ANNEXURE – VII)

DATE OF PUBLICATION OF e-TENDER (ONLINE) : 08/09/2020 FROM 6:00 P.M.

STARTING OF BID SUBMISSION (ONLINE) : 08/09/2020 FROM 6:00 P.M.

PRE BID MEETING TO BE HELD ON 14/09/2020 at 2:00 P.M., H.Q.

LAST DATE FOR ON LINE SUBMISSION OF TENDER : 23/09/2020 UP TO 11:30 A.M.

OPENING OF TECHNICAL BID : 25/09/2020 FROM 11:30 A.M. onwards.

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.

TENDER FEES: NIL

ESTIMATED TENDER VALUE PUT TO TENDER: Rs. 23,55,776/- (including GST, other taxes & all other charges)

EARNEST MONEY DEPOSIT: 2% OF THE ESTIMATE


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



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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 **SUPPLY, INSTALLATION AND COMMISSIONING of 320 KVA DG SET WITH AMF CONTROL PANEL AT DUCK BREEDING FARM, Kalyani, Nadia - 741235.**

Earnest Money @ 2% of the estimated value is to be remitted on line through Govt. of West Bengal e-Tender portal (<https://wbtenders.gov.in>).

- 1) 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 DSC (Digital Signature Certificate) in this website <https://wbtenders.gov.in>.
- 2) Tenders should normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B).
- 3) Tender must be supported by:

A. TECHNICAL BID : 'BID-A'

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

PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

1.	Upload scanned NIT with seal & signature on every pages
2.	Scanned Application in the prescribed format (Annexure - V)
3.	Scanned Declaration by the Tenderer (Annexure - VI)
4.	Scanned Check List in the prescribed format (Annexure - VII)
5.	Upload ALL DOCUMENTS / CERTIFICATES.

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

Sl. No.	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	i) PAN Card of the authorized signatory ii) Prof. Tax clearance certificate with challan valid up to 31/03/2020 iii) GST Registration certificate. iv) IT returns of 2019 – 2020 Assessment year. v) Trade License valid Upto 31/03/2020 vi) Authorized Dealership Certificate other than Manufacturer.
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).



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3	Credential (Eligible criteria for participation in the tender)	<ol style="list-style-type: none">1. The prospective bidders shall have satisfactorily completed AS A PRIME AGENCY (Not as member of joint venture or sub-contractor) during the last 5 (Five) years prior to the date of issue of this NIT at least one work of similar nature under the authority of State/Central Gov. State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government/Reputed Private Organizations.2. Intending tenderers should produce credentials of a similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice; Or,3. Intending tenderers should produce credentials of 2 (two) similar nature of work each of the minimum value of 30% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice. <p><i>N.B:- Estimated amount, tendered amount, date of commencement, date of completion of project and details communicational address of the client must be indicated in the Credential Certificate.</i></p>
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(Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents).

B. FINANCIAL BID : 'BID-B' (BOQ)

- i) The **MANUFACTURERS / AUTHORIZED DEALERS / DISTRIBUTORS / BONA FIDE SUPPLIERS** is to quote the rate **on Item-Rate BOQ** of the components as specified in the BOQ as per **Annexure-I**. The Item-wise Rate will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.
 - i) Rate shall be quoted **including GST, other taxes & all other charges inclusive delivery if any.**
 - ii) **Item-Rate details for Scope of the Supply, Installation & Commissioning as a whole may be found under Annexure - 'I' in NIT document.**
 - iii) 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 DOCUMENTS(S) ARE REQUIRED TO BE UPLOADED IN ORIGINAL. Neither Photocopy nor cyclostyled literature/Brochure will be accepted.


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ANNEXURE – I

SUPPLY, INSTALLATION AND COMMISSIONING of 320 KVA DG SET WITH AMF CONTROL PANEL AT DUCK BREEDING FARM, Kalyani, Nadia - 741235.

:SPECIFICATIONS:

OUTPUT CAPACITY RATING /PHASE:

Nominal Rated Capacity : 320
(KVA)

No. Of Phase : Three Phase

ENGINE : Nationally / Internationally Reputed Company.

Capacity of Engine (cc) : 9300
Engine Power (kwm) : 256
Type of Engine Cooling : Liquid Cooled
Type of Governer : Electrical
Class of Governer : A1
Number of Cylinders (Nos) : 06
No. Of Strokes (Nos) : 04
Rated RPM of Engine (RPM) : 1500

Overload Capacity for one hour : 10
For every 11 hours continuous
Running at full load (%)

Specific Fuel Consumption : 226
(gm/kWh)

Starting Voltage (Volt) : 24

ALTERNATOR : **Nationally / Internationally Reputed Company**

AC Generator (Alternator) : Reputed Make
Make

AC Generator (Alternator) : To be mentioned.

Model Number

Rating of AC Generator (KVA) : 320
Power Factor of AC Generator : 0.8
Efficiency at Rated Power : 95.1

Compliance of Alternator to IS:13364 (Part – 1) : Yes.

Type of Alternator : Brushless

Voltage Regulator Grade : VG 3

Alternator IP Rating : IP 23

Class of Insulation : H

CONTROL PANEL :

Control Panel : AMF

IP Rating of Control Panel : IP 54

ACOUSTIC ENCLOSURE :

Sheet Thickness : 1.6 millimeter

Thickness of Foam : 120 millimeter

Density of Foam for sound Insulation : 60

Noise Level at 1 meter (dB) : 74.95

BATTERY :

Battery Type & Specification : Normal Lead Acid to IS: 7372 for Motor Vehicles.

Battery Capacity (Ah) : 150

No of Batteries : 02

Availability of type Test Report : To be mentioned.
For Engine from Central Govt./
NABL/ILAC Accredited Laboratory

Test Report number and date : To be mentioned.
(Engine)

Name and address of Laboratory: To be mentioned.
(Engine)

Availability of Type Test Report : To be mentioned.
For Alternator from Central Govt.
/NABL/ILAC Accredited Laboratory

Test Report Number and date : To be mentioned.
(Alternator)

Name and address of Laboratory: To be mentioned.
(Alternator)

DG Set Meet requirements of : To be mentioned.
Environmental (Protection) Rules
1986, in respect of noise and emission
norms, as described in STC

WARRANTY/INSTALLATION & COMMISSIONING

Warranty : 02 (Two) Years.

Installation & Commissioning : With Installation and Commissioning including all accessories required for operation of DG Set.

Free AMC : Free AMC for 04 (Four) Years. At least 2 (two) services per year and to report within 48 hrs. of lodging Complain.

Earthing : Necessary works for earthing should be done at the time of Installation.


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ANNEXURE – II

Bidders or their authorized representatives need not to be present in the office of the undersigned at the time of opening of the Technical or Financial Bid (BID-B). Decision of Tender committee at every stages of evaluation shall be intimated and uploaded on the website (<https://wbtenders.gov.in>) portal.

No informal bidder will be entertained in the bid further.

However, at any stage before awarding the contract, the Tender Selection Committee reserves the right to cancel the tender process due to unavoidable circumstances and no claim in this respect will be entertained.

SPECIAL TERMS & CONDITIONS

- 1) Total work is to be completed positively **within 30 (Thirty) Days** or the time specified in the order from the date of issue of order.
- 2) The intending bidders are requested to submit their tender along with prescribed application form in e-tender portal <https://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.
- 3) 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.
- 4) Evaluation summary report of technical evaluation will be uploaded online to the portal from the office of the undersigned immediately after committee arrives at a decision regarding the same.
- 5) The Financial bid may be opened within a very short notice (on the same day afternoon or next day forenoon), once technical evaluation is completed.
- 6) Bidders having any query / objection / claim regarding the evaluation or any decision taken by the tender selection committee may communicate in writing to the Corporation's official mail id info@wbldc.in within 48 hrs of taking such decision. Communications received after the due time, will not be entertained for consideration in any way.
- 7) For further information, the bidders are requested to please contact the undersigned.
- 8) **No Tender will be accepted across the table and no such receipt will be issued thereon.**
- 9) In the event of any discrepancy between downloaded tender document and master copy of the same available in the office then the latter will be accepted & binding on the bidder. No claim will be entertained.

- 10) N.I.T. to be downloaded properly and to be uploaded duly digitally signed as a token of acceptance by the bidder with all the general & special (if any) terms & conditions laid down in the tender document.
- 11) **In case quoting the rate anywhere other than BOQ, the tender is liable to be summarily rejected.**
- 12) 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.
- 13) The undersigned reserves the right to cancel the tender at any stage without assigning any reason thereof.
- 14) The offer shall remain valid for **180 (One hundred Eighty) days** from the date of opening of the financial bid.
- 15) Test certificate of cable and other equipments shall have to be submitted at site with the supply.
- 16) Intending bidders may visit the office on any working day between 10 A.M. to 5 P.M. to get them acquainted with the office building for which the tendered job is to be done.


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ANNEXURE – III

OTHER ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

1. Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.
 - i) National Small Industries Corporation (NSIC)
 - ii) Any other body specified by Ministry of MSME
2. The financial bids are to be uploaded only in the BOQ format in the e- portal.
3. PRICE ADJUSTMENT/PRICE PREFERENCE :
 - a. No Adjustment of Price OR Price Escalation of any kind will be allowed. The bidder shall quote their rate accordingly considering that no escalation and/ or price- adjustment will be allowed by the department thereto under any circumstances.
 - b. No Mobilization Advance will be allowed
 - c. No Price preference will be allowed for the Work under this NIT.
4. **Warranty:** The firm should provide onsite warranty on the supplied item for 1 year from the date of completion.

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. The bidder offering the percentage rate if found suitable & as per the tender specification will only be selected. Technical Evaluation of the Tender will be held on two parts, i.e. opening & evaluation of tender.


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ANNEXURE – IV

TERMS & CONDITIONS

01. OPENING OF THE TECHNICAL PROPOSAL :

- (a) Technical proposal will be opened by the authorized officer of the undersigned, electronically from the website using their Digital Signature Certificate (DSC).
- (b) 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.
- (c) Decrypted (transformed into readable formats) documents of the Statutory & Non statutory Cover will be downloaded and handed over to the Tender Evaluation Committee.
- (d) Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible bidders will be uploaded in the web portals.
- (e) 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.
- (f) The Financial Cover (BID-B) of those bidders passing the technical requirements will only be opened. **THE DECISION OF UNDERSIGNED/TENDER COMMITTEE WILL BE FINAL & BINDING UPON THE BIDDER IN THIS RESPECT.**

02. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:-

If any bidder fails to produce the original hard copies of the documents (specially Completion Certificates or Work Orders as proof of credential) 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.

03. 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 issue of Award of Contract without incurring any liability to the affected Tenderer or Tenderers thereby or shall have 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 cum Award of Contract.

04. PERFORMANCE GUARANTY:

- (i) Upon selection of the bidder in the Financial evaluation and after issuance of 'Letter of Acceptance' the successful bidder have to produce a Performance guaranty in shape of Bank Guarantee for an amount of **5% of the Tender Value**, payable to the West Bengal Livestock Development Corporation Ltd., Kolkata.
- (ii) It may be noted by the intending bidders that, deposit of Performance guaranty is a pre-requisite for executing the agreement and issuance of 'Award of Contract' thereafter.

05. AGREEMENT

The corporation will execute an agreement with the successful bidder as per the prescribed format or as will deem fit as per the condition in a Non-judicial Stamp Paper worth Rs.100/- (Rupees One Hundred) only to be provided by the successful bidder. 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 & parcel of the Contract Documents. Prescribed Agreement must be signed by the both parties, the Authorized Signatories of the Corporation & Tendering firm concerned. The Original agreement will be retained by the Corporation in the concerned case file and the photocopy of the same will be provided to the concerned firm.

06. SECURITY MONEY DEPOSIT

Successful tenderer shall be required to deposit Security Money at the rate of 10% (ten P.C.) of the contract value. However earnest money of the successful tenderer may be converted/adjusted with the Security Money and the balance Security Money to be deducted from the subsequent bill. The Security Money will not carry any interest. This Corporation is not liable for deposition of excess Security Money.

In the event of non-completion or defective work by the contractor the Corporation will have the right to get the work done through any agency at the risk and cost of the contractor and also the Corporation will have the right to forfeit the security money in full or part at its discretion which will be binding upon the contractor.

The security money will be released on satisfactory completion of the contract and smooth expiry of defect liability period and satisfactory remedy or rectification or amendment or modification or all, and settlement of accounts.

07. 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.

- (i) 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.
- (ii) 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.
- (iii) 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.

o8. PAYMENT

Any request for Advance Payment will not be entertained.

- (i) Bills to be produced in DUPLICATE.
- (ii) Payment shall be made after executing the order satisfactory in all respect. 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.
- (iii) No arbitration for the work will admissible, any mobilization/secured advance will be allowed.

GENERAL TERMS AND CONDITIONS

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.

o1. 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.

o2. 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.

03. ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:

The word “Engineer-In-Charge” means the Executive / Sub-Assistant / 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.

04. 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.

05. 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.

06. 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 except G.S.T. (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.

07. AUTHORISED REPRESENTATIVE OF CONTRACTOR:

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorize 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.

08. 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.

09. 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.

10. 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 corrigenda 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.

11. 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.

12. 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.

13. 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.

14. CHARGES AND FEES PAYABLE BY CONTRACTOR:

- a) The contractor shall 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.

15. 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.

16. 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 Corporation and set off against any claim of Corporation for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Corporation.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. ADDITIONAL CONDITIONS:

- a) As per Finance (Taxation) Department of Income Tax Will be made from each bill of the contractor as per applicable rate in force.
- b) Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

30. DEFECT LIABILITY PERIOD:

This should construe to mean the period of **one year** commencing from the actual date of handing over after completion of the work in all respect.

31. DEFECT AFTER COMPLETION:

Any defect or other default that may appear within the defect liability period, the contractor shall remain liable to repair and arising solely from faulty design or materials, or workmanship or inferior quality. If any defects be not remedied within a reasonable time, the Corporation may proceed to do the work at the contractor's risk and expenses, but without any prejudice to any other right which the Corporation may have against the contractor in respect of such defects. The contractor will bear reasonable cost of minor repairs carried out on his behalf at site. At the end of this period, the contractor's liability shall cease.

MISCELLANEOUS

1. Conditional tenders & tenders not accompanied with the documents as mentioned above shall be summarily rejected without any reference made to the bidder and no correspondence will be entertained.
2. The offer may go to the next bidder, if the successful bidder fails to perform the contract. No negotiation/enquiry/subsequent representation regarding rate/quantity/quality or otherwise will be entertained after closing of Bid submission Tender.
3. When a bidder submits their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirement, terms & conditions of this tender. No extra payment will be made on the pretext that the bidder did not have a clear idea of any particular point. Any offer made in response to this tender when accepted by the Tendering Authority will constitute a contract between the parties.
4. Non-compliance to any terms & conditions laid herein shall constitute a breach of contract and penalty for non-compliance shall be enforced very rigidly.

Any dispute arising out of this Tender will be referred to the sole arbitrator, The Chairman, W.B.L.D.C.Ltd. or any other Officer appointed/authorized by him and the same will be held at Kolkata. Arbitrator will have the power to pass interim order award and will be guided by the Arbitration & Conciliation Act, 1996.


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

ANNEXURE – V

(To be submitted in the letter head of the Company / firm)

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: SUPPLY, INSTALLATION AND COMMISSIONING
of 320 KVA DG SET WITH AMF CONTROL
PANEL AT DUCK BREEDING FARM, Kalyani,
Nadia - 741235.**

Ref : NIT NO. WBARD/WBLDC/ NIT-229e/2020-2021 Dated: 08/09/2020

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

ANNEXURE – VI

(To be submitted in the letter head of the Company / firm)

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

ANNEXURE – VII

(To be submitted in the letter head of the Company / firm)

CHECK LIST

Information about Bidders

(To be uploaded along with the Technical Bid)

Sl.	Description	Particulars
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	Earnest Money, whether uploaded, if not, Exemption Certificate to be uploaded	
5.	Original PAN Card whether uploaded	
6.	Original Prof. Tax Clearance Cert. with Paid Challan (valid up to 31.3.2020) whether uploaded	
7.	GST Registration certificate	
8.	Original IT return, Saral for the Assessment year 2019-20 whether uploaded	
9.	Original Trade License (valid up to 31.3.2020) whether uploaded	
10.	Copy of signed Annexure - V,VI,VII whether submitted.	
11.	Credential of similar nature of work whether uploaded	
12.	Scanned copy of Authorized Dealership Certificate other than Manufacturer whether uploaded.	
13.	Copy of NIT digitally signed whether uploaded.	

Signature & Seal of the Bidder with Date



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

NIT No: WBARD/WBLDC/NIT-229e/20-21

Date of Issue: 08/09/2020

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.**

AND

....., 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** wanted to execute the work of **"SUPPLY, INSTALLATION AND COMMISSIONING of 320 KVA DG SET WITH AMF CONTROL PANEL AT DUCK BREEDING FARM, Kalyani, Nadia - 741235"** and for the purpose floated open Tender on line.

AND

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.