



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-455e/2022-2023 Date of Issue: 08/02/2023

SET OF TENDER DOCUMENTS

For

“Development of Civil construction and Allied Works for Installation of Molasses Tank at Gazole Feed Plant, Gazole, Malda.”

Each set contains:-

1. Detailed Tender Notification.
2. Terms & Conditions for Submission of Tender.
3. Application Form.
4. Check List.
5. Job Schedule (As per B.O.Q.)

DATE OF PUBLICATION OF e-TENDER (ONLINE) : 08/02/2023 FROM 5:30 P.M.

STARTING OF BID SUBMISSION (ONLINE) : 08/02/2023 FROM 5:30 P.M.

PRE BID MEETING TO BE HELD ON 15/02/2023 at 1:00 P.M., H.Q.

LAST DATE FOR ON LINE SUBMISSION OF TENDER : 22/02/2023 UP TO 3:00 P.M.

OPENING OF TECHNICAL BID : 24/02/2023 FROM 3:00 P.M. onwards.

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.

TENDER FEES: NIL

ESTIMATED TENDER VALUE PUT TO TENDER: **Rs. 3,61,879/-**

(Including GST, Cess, 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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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 **“Development of Civil construction and Allied Works for Installation of Molasses Tank at Gazole Feed Plant, Gazole, Malda”** 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 and signature on every pages
2.	Scanned Application in the prescribed format (Form-I)
3.	Scanned Declaration by the Tenderer (Form-II)
4.	Scanned Check List in the prescribed format (Form-III)

(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 upto 31/03/2023 iii) GST/Sales Tax Registration certificate. iv) IT returns of 2021 – 2022 Assessment year. v) Trade License valid Upto 31/03/2023 vi) P.F. & E.S.I. Registration / Declaration.
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 (Eligible criteria for participation in the tender)	<p>(i) 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,</p> <p>(ii) 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; Or,</p> <p>(iii) Intending tenderers should produce credentials of one single running work of similar nature of work which has been completed on the extent of 80% or more and value of which is not less than the desired value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work under Govt. department / Govt. sponsored Organization / Govt. Undertaking or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.</p> <p>(iv) The joint venture of Civil and electrical Agency is allowed and may participate in the tender, provided civil agency must fulfill the eligibility criteria i.e. 40% of the estimated amount of civil works put to tender and electrical agency also must fulfill the eligibility criteria (30% of the estimated amount of electrical works put to tender)</p> <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 Contractor is to quote the rate **on Percentage BOQ format** of the components as specified in the BOQ. **The percent rate (less or excess from scheduled rate)** will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.
- ii) **Rate quoted shall be including GST, Cess, other taxes / all other charges.**
- 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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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
Development of Civil construction and Allied Works for Installation of Molasses Tank at Gazole Feed Plant, Gazole, Malda.	Details of work schedule item-wise may be found in the BOQ.	3,61,879/- Including GST, Cess, other taxes / all other charges.	45 (Forty Five Days)

MANAGING DIRECTOR, W.B.L.D.C. LTD., RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE IN CASE OF ANY EXIGENCIES. No objection in this respect will be entertained raised by any Bidder. **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.

A. SPECIAL TERMS & CONDITIONS

- 1) Total work is to be completed positively **within 45 (Forty Five) 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.



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- 7) 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.
- 8) For further information, the bidders are requested to please contact the undersigned.
- 9) **No Tender will be accepted across the table and no such receipt will be issued thereon.**
- 10) 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.
- 11) 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.
- 12) **In case quoting the rate anywhere other than BOQ, the tender is liable to be summarily rejected.**
- 13) 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.
- 14) The undersigned reserves the right to cancel the tender at any stage without assigning any reason thereof.
- 15) The offer shall remain valid for **60 (Sixty) days** from the date of opening of the financial bid.
- 16) Test certificate of cable and other equipment's shall have to be submitted at site with the supply.
- 17) The intending bidders having credential in doing similar nature of work.
- 18) The intending bidders having experience in executing works within original stipulated completion time on emergent basis will be taken in consideration during Technical Evaluation.
- 19) The work is to be completed within the time schedule for the interest of public.



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B. OTHER 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) Contractors must have work credentials of Civil works with at least 5 years experience in the field.
- 3) Credentials as Prime agency will only be taken into account. That means tie up with one or more company for execution of similar nature of work cannot be claimed as a sole credential of the claimant company.
- 4) Valid up to date clearance of Income Tax return, Professional Tax Clearance Certificate, P.T. (Deposit Challan), PAN Card, GST Registration Certificate, PF & ESI certificate / declaration, Valid Trade License with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents].
- 5) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application, if applicable. (Non-Statutory documents)
- 6) 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.
- 7) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

C. 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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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 **3% 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.



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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 Contact 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 **3%** (Three 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.



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08. PAYMENT

Any request for Advance Payment will not be entertained.

(i) Bills to be produced in DUPLICATE.

(ii) *The payment shall be made as per executed quantity measured & certified by Engineer In-Charge.*

(iii) 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.

GENERAL 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.

09. 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.

10. 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.



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

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

12. 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.

The head of the corporation may allow maximum period of **7 days** after the stipulated date of completion. After that a penalty of 0.50 % which will be deducted from his R/A bill / Final bill as the case may be for each week of delay up to a maximum of 2.0 % on the amount put to tender.

13. 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.

14. 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.



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15. 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.

16. 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.

17. 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.

18. 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.



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19. MATERIALS TO BE USED:

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

20. 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.

21. 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.

22. 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.

23. 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.



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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-455e/2022-2023 Date of Issue: 08/02/2023

24. 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.

25. 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.



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26. 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.

27. 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.

28. 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.

29. DRAWINGS:

All works shall be carried out in conformity with the drawings supplied 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.

30. 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.



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31. 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.

32. 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.

33. 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.

34. 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.

35. REALISATION OF DEPARTMENTAL CLAIMS:

Any some 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.

36. COMPLIANCE OF DIFFERENT ACTS:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact 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.



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37. 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.

38. 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.

39. PROGRAMME OF WORK:

Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the materials men and equipments. The contractor will submit a programme of construction 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.



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40. 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.

41. 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.

42. 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.

43. 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.



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44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.



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50. 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.

51. 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. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

52. 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.

53. DEFECT LIABILITY PERIOD:

Full security Deposit should be refunded to the contractor on **expiry of one year from the actual date of completion** of the work. If any defect/ damage is detected during this period as mentioned the Contractor shall make the same good at his own expense to the satisfaction of the Engineer-In-Charge or in default the Engineer-In-Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer-In-Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the Contractor.

54. There shall be no provision of Arbitration. Hence clause 25 of the West Bengal Form No. 2911(ii) shall not be allowed vide memo no. 558/SPW dated 13.12.2011 of P.W.D Establishment Branch.

55. Cement Procure & Supply by the Contractor shall be of ordinary Portland cement 53 grade, 43 grade, conforming (IS 8112) or PPC/PSC the grade to be decided by the Engineer-In-Charge or as per instruction on specified in the approved drawing of this department or as stipulated in the departmental schedule of rates.

56. No Mobilization Advance / Secured Advance will be allowed.

57. During opening of bid Managing Director may call open bid/ sealed bid after opening of the said bid to obtain the suitable rate further, if it is required. No objection in this respect will be entertained if raised by any bidder present or absent during opening of tender.



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58. In case of any unscheduled holiday on the aforesaid dates [Sl. (v)], the next working day will be treated as schedule/ prescribed date for the same purpose.
59. No Adjustment of Price or Price Escalation of any kind will be allowed. Notification No. 23-CRC/2M-61/2008 dated 13.03.2009 & Notification No. 38-CRC/2M-61/2008 dated 20.04.2009 shall not be applicable for the job included in this NIT.
60. If more than one Bidder quoted same rate and which are found lowest at the time of opening, such similar multiple rates will not be entertained / accepted. Lowest offer will be ascertained by sealed bid amongst the lowest bidder. If the rate quoted by the bidder found excessive high or low against estimated tender value , Tender inviting authority may have the right to cancel the offered rate (un-justified) or seek justification for such rate before issuing letter of acceptance.
61. The Earnest Money may be forfeited if ;-
- If the Bidder withdraws the Bid during the period of Bid validity.
 - In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.
 - During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Bidder are incorrect / manufactured / fabricated.
62. All intending bidders should be appointed one Civil / Electrical Engineer during execution of work as the case may be.

MISCELLANEOUS

- 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.
- 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.
- 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.
- 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.

Managing Director
(Tender Inviting Authority)
W.B.L.D.C.Ltd.

FORM-I

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

**Sub: Development of Civil construction and Allied Works
for Installation of Molasses Tank at Gazole Feed
Plant, Gazole, Malda.**

NIT No: WBARD/WBLDC/NIT-455e/2022-2023 Dated: 08/02/2023

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 what so ever.

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.

Enclosure :- e-filing

01. Statutory Documents
02. Non Statutory Documents
03. B.O.Q.

Yours faithfully,

Dated: _____ Signature & office seal:

Name of the Firm:

Address with PIN:

PAN No. _____

G.S.T. Regd. No. _____

Mobile No. _____

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***

CHECK LIST (Form-III)

Information about Bidders (To be uploaded with the Technical Bid)

Sl.	Description	Particulars
1	Name of the Firm	
2	a) Registered Address with PIN etc. b) Sole owner or Partnership Firm/Company	
3.	Phone No.	
4.	E-mail	
5	Name of the Person authorized to enter into & execute contractual agreement	
6	Earnest Money, whether submitted, if not, Exemption Certificate to be submitted	
7	Copy of NIT digitally signed whether submitted.	
8	Form – I, II & III whether submitted.	
9	Company Details whether submitted	
10	PAN Card whether submitted	
11	GST Registration Certificate (Whether submitted)	
12	Scanned copy of Original Prof. Tax Clearance Certificate (if available) with latest Paid Challan whether submitted	
13	Scanned copy of Trade License valid Upto 31/03/2023 whether submitted	
14	IT returns of Assessment year 2021 - 2022 whether submitted.	
15	P.F. & E.S.I. Registration / Declaration whether submitted.	
16	Credentials as per Tender terms & conditions whether submitted.	

***Signature & Seal of the Bidder
with Date***

PROFORMA FOR AGREEMENT OF CONTRACTUAL AGREEMENT

(may be modified on case to case basis at the time of execution)

This Agreement is signed and executed on this day of, 2023 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 **Development of Civil construction and Allied Works for Installation of Molasses Tank at Gazole Feed Plant, Gazole, Malda** and wanted to execute the said work and for the purpose floated open Tender online.

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 witnessed 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.