



WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

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

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

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

NIT No: WBARD/WBLDC/NIT-524e/2023-24

Date of Issue: 22/06/2023

SET OF TENDER DOCUMENTS

For

“Supply, Installation, Test Run and Commissioning of 1000 KVA Dry Type Transformer with allied Accessories for 200 TPD Poultry Feed Plant, Matigara, Siliguri, Darjeeling-734003 under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for 2023-24”.

Each Set Contains:-

1. Notice Inviting e-Tender.
2. General Instruction to Bidders.
3. Eligibility Criteria for Participation in the Tender.
4. Evaluation of Tender.
5. Tender Terms & Conditions.
6. Scope of Work / Job Schedule (As per BOQ)
7. Forms-I, II, III & Check List - IV.

DATE OF PUBLICATION OF e-TENDER (ONLINE): 22/06/2023 FROM 06:55 P.M.

STARTING OF BID SUBMISSION (ONLINE): 22/06/2023 FROM 06:55 P.M.

PRE BID MEETING TO BE HELD ON 03/07/2023 at 1:00 P.M., H.Q.

LAST DATE FOR ON LINE SUBMISSION OF TENDER: 08/07/2023 UP TO 11:30 A.M.

OPENING OF TECHNICAL BID: 10/07/2023 FROM 11:30 A.M. onwards.

ESTIMATED TENDER VALUE PUT TO TENDER: Rs. 40,95,343/-
(Including GST, Cess, other taxes & all other charges)

EARNEST MONEY DEPOSIT: 2% OF THE ESTIMATE

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.


(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 reputed resourceful, bonafide Manufacturer/Agencies/Suppliers, having adequate experience and expertise in similar nature of work specially in Govt./Semi Govt./ Public sector Undertakings, registered under the relevant laws in India and fulfilling requisite eligibility criteria as stated in the e-NIT for **“Supply, Installation, Test Run and Commissioning of 1000 KVA Dry Type Transformer with allied Accessories for 200 TPD Poultry Feed Plant, Matigara, Siliguri, Darjeeling-734003 under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for 2023-24”**.

- 1) Earnest Money **@2% of Estimated cost** is to be remitted online through Govt. of West Bengal e-Tender portal (<https://wbtenders.gov.in>). The payment transaction slip / receipt in pdf format is to be uploaded along with the statutory documents for tender submission.
- 2) In case bidder wants to be exempted from EMD submission, a valid Exemption certificate is to be scanned & uploaded along with the statutory documents in the e-tender portal for participation in the tender.
- 3) After publication of e-tender Notice in the Medias, detailed terms & conditions, BOQ (Bill of Quantities) may be obtained from the website <https://wbtenders.gov.in> at free of cost. Submission of tender by the bidder can be made with the help of Class- 3DSC (Digital Signature Certificate) in this website <https://wbtenders.gov.in>. Notice inviting e-tender will **only be viewed** in the Corporations website www.wbldc.in simultaneously.
- 4) Tenders should normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B).
- 5) Tender must be supported by:

A. TECHNICAL BID : ‘BID-A’

(a) STATUTORY COVER the following documents:

PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

1	Upload NIT with Seal and Signature on every pages
2	Upload Scanned Application in the prescribed format (Form - I)
3.	Upload Declaration by the Tenderer (Form - II)
4.	Upload Working (Credential) Format (Form-III)
5.	Upload The agency / company should have minimum annual turnover of Rs. 50 lakh
6.	Upload Scanned Check List in the prescribed format (Form-IV)
7.	Upload All Documents / Certificates and Technical Literatures if any.



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(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 ✓ Affidavits are not valid ✓ Scanned original copy	✓ PAN Card of the authorized signatory ✓ Prof. Tax clearance certificate with challan valid up to 31/03/2024 ✓ GST Registration certificate. ✓ IT returns of 2022 – 2023 Assessment year. ✓ Trade License valid up to 31/03/2024. ✓ Valid documentary proof of: ✓ The agency / company should have minimum annual turnover of Rs. 50 lakh
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). iv) List of Technical staffs along with structure & organization.
3	Credential	(i) Intending tenderers should have inhouse team of project management consultants having experience of involvement in similar nature of work or should have association or tie ups with Project Management machineries experience of involvement in any government directly or through contractor and documentary evidence of the same must be produced in the tender documents. (ii) Intending tenderers should produce credentials of setting up similar works or major involvement in the Machineries supply during last 3 (Three) years prior to the date of issue of this tender notice; (iii) Intending tenderers should have inhouse team of technical expertise from the field of machineries and documentary evidence of the same must be produced in the tender documents.
4	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency.	Declaration in this regard by the authorized signatory of the bidder.

The vendor must fulfill the above eligibility criteria/ pre-qualification conditions. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bid of vendors not fulfilling the pre-qualification conditions given above will be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. The authority reserves the right to verify/confirm all original documentary evidence submitted by vendors in support of above mentioned clauses of eligibility criteria.



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

The Bidder is to quote the **rate as Item-Wise on PERCENTAGE in BOQ** format of the components as specified in the BOQ. **Rate** will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid.

- i) **Rate quoted shall be including GST, Cess, other taxes / all other charges including Installation and Freight.**
- ii) Installation will be done indue time at concerned Unit under the Corporation.
- iii) **Scope of work As per BOQ**
- iv) 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.

No Hard copy of bid documents will be entertained for consideration for selection of this tender. Bidders must have to participate the tender through online only at www.wbtenders.gov.in.


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NAME OF WORKS:-

Name of the work	Work Details	Supply & Installation	Period of completion of the work.
1	2	3	4
“e-Tender on Supply, Installation, Test Run and Commissioning of 1000 KVA Dry Type Transformer with allied Accessories for 200 TPD Poultry Feed Plant , Matigara, Siliguri, Darjeeling-734003 under West Bengal Livestock Development Corporation Limited , LB-2, Sector-III, Salt Lake City, Kolkata-700106 for 2023-24”.	Details of work schedule item-wise may be found in the BOQ.	Poultry Feed Plant, Matigara, Siliguri, Darjeeling-734003 under W.B.L.D.C.L	60 (Sixty) Days from the date of issue of A.O.C. Including Test Run at Site.

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.


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A. GENERAL INSTRUCTION TO BIDDERS

- 1) Total work is to be completed positively ***within 60 (Sixty) 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) Technical Evaluation based on required documents (Statutory & Non-Statutory) and 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 24 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.**



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- 12) The Bidder is required to carefully study all the tender documents and prepare his tender to comply with all the provisions thereof. Submission of a Tender shall be taken as evidence and confirmation that the Bidder has acknowledged all the provisions of the Tender Documents and has fully acquainted himself with site conditions and all factors which may influence the preparation of his Tender. Negligence of the Bidder to observe instructions in the matter of preparation of his Tender shall be attributable to him and shall not be a ground for securing relief from any error as may be found or discrepancies as may be contained in his Tender and would not give him any liberty to withdraw his Tender after the same being opened.
- 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 **75 (Seventy-Five)** days from the date of opening of the financial bid.
- 16) Test certificate of machineries and other equipment shall have to be submitted at site with the supply.

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 **Similar Nature of works** with at least 3 years experience in the field.
- 3) Having experience to work **preferably at Govt./Private Offices anywhere in India**.
- 4) 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.
- 5) Valid up to date clearance of Income Tax return, Professional Tax Clearance Certificate, P.T. (Deposit Challan), PAN Card, GST Registration Certificate, Valid Trade License with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents].
- 6) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application, if applicable. (Non-Statutory documents)
- 7) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.


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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. The Tender Inviting Authority reserves the right to relax the minimum qualification criteria for the work if necessary. The Tender Inviting & Accepting Authority through an 'Evaluation Committee' will determine the eligibility of each bidder, considering the following criteria: -

- a) Financial Capacity.
- b) Technical capability comprising of personnel & equipment capability .
- c) Experience in similar nature of work through credentials.

While evaluation the committee may summon the Bidders & seek clarification / information or additional documents in original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

Bidders would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the Clause(s), conditions etc. of the tender documents before the Tender Inviting Authority inwriting within a period **of 1 (One) day** from the date of publication of tender documents and beyond such period no Representation in that behalf will be entertained by the Tender Inviting Authority. Written clarification or amendments etc, as may be issued by the tender inviting authority in pursuance to the representation made by the Bidders shall be final and binding on the Bidders and shall form part of the tender documents. Tender Inviting Authority, however, reserves its right to have pre bid conference with the Bidders.

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TENDER 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) 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.**

Essential Criteria to the intending bidder :

- **The intending quotationer must possess Electrical License issued by West Bengal Electrical Licensing Board (Govt. of WB) having adequate S.C.C. parts in 1,2,3,4,5,6A,6B,7A,7B,11,12 for sub-station works.**
- **The intending quotationer must be quoted their rate for the complete work to run the sub-station in all respect without any interruption.**
- **Earthing arrangement of sub-station must be as per I.E. rules (Latest Amendment).**
- **Intending quotationer will arrange for required license to be issued from Licensing Board at his own cost and responsibility.**
- **Make of Transformer & V.C.B. will be decided by competent authority, WBLDCL.**
- **Intending Quotationer will arrange for testing of Transformer and VCB at Manufacturer's workshop.**

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.



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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. 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.

05. 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 (1% of contract value) to be deducted from deducted from **first bill** to make **3% security deposit** as per terms of the contract. (As per G'O. No. 201-F(Y) Dated-18/01/2021 of Finance Department Govt. of WB. The Security Money will not carry any interest.

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 One month after the satisfactory completion** of the defect liability period and satisfactory remedy or rectification or amendment or modification or all, and settlement of accounts.

06. 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) **Total work including supply is to be completed positively within 60 (Sixty) Days or the time specified in the order from the date of issue of order.**

07. PAYMENT

Any request for Advance Payment will not be entertained however,

1. Advance payment @ 10% of tendered amount may be allowed against the production of 110% of Performance Guarantee in shape of Bank Guarantee (Mandatory).
2. Bills to be produced in DUPLICATE.
3. 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.

10% Mobilisation advance will be applicable & 75% mobilization advance on equipment & costly material will be applicable subject to prior permission of Engineer-in-charge. Provided the EPC contractor will keep the equipment, costly materials in safe custody & proper atmosphere. This advance will be appropriately recovered from bills of the EPC contractors without any interest.

08. 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 *15 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.

09. 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.

10. 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.

11. 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.

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. 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.

14. TRANSPORTATION ARRANGEMENT:

The contractor shall arrange for all means of transport including Railways Wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for procurement of railways Wagons. But, in case of failure of the Department to help the Contractor in this respect, the contractor will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances. If Railways Wagons are not available, the Contractor will have to depend on transport of materials by road as necessary to complete the work in time and the contractor must consider this aspect while quoting rate.



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Date of Issue: 22/06/2023

15. 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.

16. 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.

17. DEFECT LIABILITY PERIOD:

Full security Deposit should be refunded to the contractor after one month of expiry of One Year of Defect Liability Period . 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. EPC contractor shall be responsible for all guarantees/warrantees related to material, equipment etc.

18. Right to Selection as per Scope of Work:

The Corporation reserves the right to select the actual item (APFC Panel) required for that particular plant as mentioned. Tender Inviting. Corporation is not liable for any explanation/clarification /justification against such selection of items. Intending bidder(s) have to provide rate for unit job as per all clauses of the terms and conditions.

- 19.** 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.
- 20.** The Earnest Money may be forfeited if ;-
- a) If the Bidder withdraws the Bid during the period of Bid validity.
 - b) In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.
 - c) 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.



(Dr. Gouri Shankar Koner)

Managing Director

W.B.L.D.C. Ltd

**APPLICATION FORMAT
(FORM – I)**

(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: ***“e -Tender on Supply, Installation, Test Run and Commissioning of 1000 KVA Dry Type Transformer with allied Accessories for 200 TPD Poultry Feed Plant, Matigara, Siliguri, Darjeeling-734003 under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for 2023-24”.***

Ref: WBARD/WBLDC/NIT-524e/2023-24 Dated: 22/06/2023.

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.

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

Yours faithfully,

Date:

Signature & office seal:

Name of the Firm:

Address with PIN:

DECLARATION BY THE TENDERER
(FORM-II)

(To be uploaded under Company letter head with full address, phone no., mail id etc., duly signed & sealed)

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting e-Tender and other tender documents mentioned therein along with the drawing attached if any. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

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

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

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

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

(FORM-III)

(To be furnished in the Official Letter Head of Firm/Bidder with full Address with Contact No., Telephone No., FAX No., e-mail address, Website etc.)

WORKING (CREDENTIAL) DETAIL

1. Name of Applicant:

2. List of similar type of work completed / ongoing:

Name of Employer	Name, location and nature of work	Reference of Work Order (Memo. No. and Date)	Contract Value	Date of Start of Work	Present Status (If completed, please mention date of completion)

Note :Copy of Work Order or Completion Certificate from the employer to be attached.

Signature of applicant including title and capacity in which applicant is made

CHECK LIST (FORM – IV)

Information about Bidders under Company Letter-Head (To be uploaded with the Technical Bid)

Sl.	Description	Particulars
1	Name of the Firm	
2	Registered Address with PIN, Phone No, Fax No. E-mail address etc. Sole owner or Partnership Firm/Company	
3	Name of the Person authorized to enter into & execute contractual agreement	
4	Earnest Money Transaction slip, whether uploaded, if not, Exemption Certificate to be uploaded	
5	Application Form as per FORM-I whether uploaded.	
6	Self-declaration as per FORM-II whether uploaded.	
7	Original PAN Card whether uploaded.	
8	Original Prof. Tax Clearance Cert./Paid Challan (valid up to 30/03/2024) whether uploaded	
9	Original GST registration Certificate whether uploaded.	
10	IT returns of 2021 – 2022 Financial year whether uploaded.	
11	Trade License valid up to 31/03/2024 whether uploaded	
12	Credential of similar nature of work whether uploaded.(FORM-III)	

Signature & Seal of the Bidder with Date

ROFORMA FOR AGREEMENT OF CONTRACTUAL CONTRACT

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 ***“e -Tender on Supply, Installation, Test Run and Commissioning of 1000 KVA Dry Type Transformer with allied Accessories for 200 TPD Poultry Feed Plant, Matigara, Siliguri, Darjeeling-734003 under West Bengal Livestock Development Corporation Limited, LB-2, Sector-III, Salt Lake City, Kolkata-700106 for 2023-24”.*** wanted to execute the said work and for the purpose floated open Tender on line.

A N D

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

Now, therefore, this agreement witnessed as follows:-

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

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.

In respect of any dispute or any point arising out of the above business, the same shall be tried to be settled mutually between the parties. However, if the disputes are not so settled in the manner as mention above it may be settled under ARD Department, Govt. of West Bengal and the decision of the Administrative Department shall be final and binding on both the parties.

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.