

(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

SET OF TENDER DOCUMENTS

For

Bringing of the breakdown Mahindra & Mahindra Refrigerated Van into proper working and roadworthy condition after necessary overhauling, repair & servicing with supply and fitting of all required spares & fixtures maintaining genuinity and undertaking all required machining & polishing works at Central Store, Belgachia, Kolkata-700037 under West Bengal Livestock Development Corporation Limited 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 (Annexure-A)
- 7. Forms-I, II, III, IV & Check List V.

DATE OF PUBLICATION OF e-TENDER (ONLINE): 16/01/2024 FROM 06:55 P.M.

STARTING OF BID SUBMISSION (ONLINE): 16/01/2024 FROM 06:55 P.M.

PRE BID MEETING (Mandatory) TO BE HELD ON 25/01/2024 at 2:00 P.M., H.Q. SITE VISIT : FROM 22.01.2024 to 24.01.2024 (from 12.30 P.M. to 4.30 P.M.)

LAST DATE FOR ON LINE SUBMISSION OF TENDER: 31/01/2024 UP TO 11:30 A.M.

OPENING OF TECHNICAL BID: 02/02/2024 FROM 11:30 A.M. onwards.

OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.

TENDER FEES: NIL

EARNEST MONEY DEPOSIT: 20,000/- (fixed)

(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 State level working agencies, 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 "e-Tender on Bringing of the breakdown Mahindra & Mahindra Refrigerated Van into proper working and roadworthy condition after necessary overhauling, repair & servicing with supply and fitting of all required spares & fixtures maintaining genuinity and undertaking all required machining & polishing works at Central Store, Belgachia, Kolkata-700037 under West Bengal Livestock Development Corporation Limited for 2023-24".

- 1) Earnest Money **Rs.20,000/- (Rupees Twenty Thousand)** only 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** containing the following documents:

PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

1	Upload NIT with Seal & Signature on every pages.
2	Upload Scanned Application in the prescribed format (Form - I)
3.	Upload Declaration by the Tenderer (Form - II)
4.	Upload Certificate from Chartered Firm in the official pad (Form - III)
5.	Upload Working (Credential) Format (Form-IV)
6.	Upload Scanned Check List in the prescribed format (Form-V)
7.	Upload All Documents / Certificates

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

SI. No.	Category	Sub Category Description		
1	CERTIFICATES –			
	✓ All valid up to date.			
	✓ All certificates are to be furnished in	31/03/2023.		
	English Vernacular			
	✓ Affidavit are not valid			
	✓ Scanned original copy			
		✓ The agency / company should have minimum annual turnover of Rs. 20 lakh		
		✓ Certificate of updated Income tax Return		
		✓ Audited balance sheet for the last 3 years.		
		√ Work experience including work of Government of West		
		Bengal in last Five years.(as per Form-IV).		
2	COMPANY DETAILS (valid up to Date),	i) Registration Certificate under Company Act. (if any).		
	scanned original copy	 ✓ PAN Card of the authorized signatory ✓ Prof. Tax clearance certificate with challan valid up to 31/03/2023. ✓ GST Registration certificate. ✓ IT returns of 2022−2023 Financial year. ✓ Trade License valid upto 31/03/2024. ✓ Valid documentary proof of: ✓ The agency / company should have minimum annuaturnover of Rs. 20 lakh ✓ Certificate of updated Income tax Return ✓ Audited balance sheet for the last 3 years. ✓ Work experience including work of Government of Wes Bengal in last Five years.(as per Form-IV). ii) Registration Certificate under Company Act. (if any). iii) Registered Deed of partnership Firm, Trade Licens / Article of Association & Memorandum. iii) In Case Proprietorship & Partnership Firms, th Tax Audited Report in 3CD Form along with Balanc Sheet & Profit and Loss A/c. for the last 3 (three) year (year just preceding the current Financial Year will be considered as year-1). The balance sheet, Profit & Los account should be in favor of applicant's name only. iv) Power of Attorney (For Partnership Firm/ Privat Limited Company, if any). v) List of Technical staffs along with structure organization. (i) Intending tenderers should produce credentials of similar nature of work for Repairing Vehicle (Machineries) of the minimum value of 40% of the estimated amount put to tender during 5 (five) year prior to the date of issue of this tender notice; Or, (ii) Intending tenderers should produce credentials of (two) similar nature of work (Mechanical) each of the minimum value of 30% of the estimated amount put tender during 5 (five) years prior to the date of issue of this tender notice; Or, (iii) Intending tenderers should produce credentials of one single running work of similar nature of work (Mechanical) which has been completed on the extent of 80% or more an extended which has been completed on the extent of 80% or more an extended and the st		
English Vernacular V Affidavit are not valid Scanned original copy V Scanned original copy Valid documentary proof of: The agency / company should have returnover of Rs. 20 lakh Certificate of updated Income tax Returnover of Rs. 20 lakh Certificate of updated Income tax Returnover of Rs. 20 lakh Certificate of updated Income tax Returnover of Rs. 20 lakh Certificate of updated Income tax Returnover of Rs. 20 lakh Certificate of updated Income tax Returnover of Rs. 20 lakh Certificate of updated Income tax Returnover of Rs. 20 lakh Certificate of updated Income tax Returnover of Rs. 20 lakh Certificate of updated Income tax Returnover of Rs. 20 lakh Certificate of updated Income tax Returnover of Rs. 20 lakh Registration Certificate under Company in Registration Certificate under Company in Registration & Memorandum iii) In Case Proprietorship & Partnet Tax Audited Report in 3CD Form ald Sheet & Profit and Loss A/c. for the lat (year just preceding the current Finar considered as year-1). The balance she account should be in favor of applicant' iv) Power of Attorney (For Partnersh Limited Company, if any). V) List of Technical staffs along vorganization. (i) Intending tenderers should produce similar nature of work for Re (Machineries) of the minimum vaestimated amount put to tender dury prior to the date of issue of this tender or, (ii) Intending tenderers should produce (two) similar nature of work (Mechaninimum value of 30% of the estimated during 5 (five) years prior to this tender notice; Or, (iii) Intending tenderers should produce cred				
		 ✓ Valid documentary proof of: ✓ The agency / company should have minimum annua turnover of Rs. 20 lakh ✓ Certificate of updated Income tax Return ✓ Audited balance sheet for the last 3 years. ✓ Work experience including work of Government of West Bengal in last Five years.(as per Form-IV). Date), i) Registration Certificate under Company Act. (if any). ii) Registered Deed of partnership Firm, Trade License / Article of Association & Memorandum. iii) In Case Proprietorship & Partnership Firms, the Tax Audited Report in 3CD Form along with Balance Sheet & Profit and Loss A/c. for the last 3 (three) year (year just preceding the current Financial Year will be considered as year-1). The balance sheet, Profit & Los account should be in favor of applicant's name only. iv) Power of Attorney (For Partnership Firm/ Private Limited Company, if any). v) List of Technical staffs along with structure & organization. (i) Intending tenderers should produce credentials of similar nature of work for Repairing Vehicle (Machineries) of the minimum value of 40% of the estimated amount put to tender during 5 (five) year prior to the date of issue of this tender notice; Or, (ii) Intending tenderers should produce credentials of (two) similar nature of work (Mechanical) each of the minimum value of 30% of the estimated amount put to 		
		Tax Audited Report in 3CD Form along with Balanc Sheet & Profit and Loss A/c. for the last 3 (three) year		
2	Cradential			
3	Crederillai	similar nature of work for Repairing Vehicle (Machineries) 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;		
		(two) similar nature of work <i>(Mechanical)</i> 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;		
		(iii) Intending tenderers should produce credentials of one single		
		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.		

		(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)
4	The Bidder shall not be under a	Declaration in this regard by the authorized signatory of the
	Declaration of Ineligibility for corrupt	bidder.
	or fraudulent practices or blacklisted	
	with any of the Government Agency.	

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.

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

- i) The Agency is to quote the rate on item-wise BOQ format of the components as specified in the Annexure-A. Intending bidder have to quote for all items (sl.1 to 2), otherwise, entire rate will be cancelled .Cumulative Lowest on the Item-wise BOQ will be finally selected on technically qualified bidder.
- ii) Rate quoted shall be including GST, Cess, other taxes / all other charges.
- iii) Scope of work As per **B00 & Annexure-A.**
- 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.
- v) Intending bidders must have to attend the Prebid Meeting fixed on 25.01.2024 at 02.00 PM at WBLDCL, HQ at LB-2, Sector-III, Salt lake City, Kolkata-700106. If any bidder(s) fails to attend the same his/her bid (s) will be rejected without assigning any reasons.

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.

(Dr. Gouri Shankar Koner)

Managing Director

W.B.L.D.C. Ltd



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NAMW OF WORKS:-

Name of the work	Work Details	Site Location (Rs.)	Period of completion of the work.
1	2	3	4
e-Tender on "Bringing of the breakdown Mahindra & Mahindra Refrigerated Van into proper working and roadworthy condition after necessary overhauling, repair & servicing with supply and fitting of all required spares & fixtures maintaining genuinity and undertaking all required machining & polishing works at Central Store, Belgachia, Kolkata-700037 under West Bengal Livestock Development Corporation Limited for 2023-24".	schedule item- wise may be found in the BOQ & Annexure-A	Central Store, 37 K.B. Sarani, Belgachia, Kolkata- 700037	60 (Sixty) 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.**

Intending bidders must have to inspect the vehicles & attend the Prebid Meeting fixed on 25.01.2024 at 02.00 PM at WBLDCL, HQ at LB-2, Sector-III, Salt lake City, Kolkata-700106. If any bidder(s) fails to attend the same his/her bid (s) will be rejected without assigning any reasons.

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.

(Dr. Gouri Shankar Koner)

Managing Director

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A. GENERAL INSTRUCTION TO BIDDERS

- 1) Total work including is to be completed positively <u>within 60 (Sixty) Days</u> 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 **as per evaluation procedure**.
- 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) Intending Bidder(s) must have to attend Pre-Bid meeting held on 25.01.2024 at 2.00 PM at the office of the undersigned.
- 6) Intending bidder(s) must have to submit/upload inspection report (FORM-II) during participation (Site Visit contact: Dr.C.C.Panja: 9875633154 and Monoj Roy, Executive Engg -8240616613).
- 7) If any bidder fails to attend the pre-bid meeting, Tender Inviting Authority have every right to cancel his bid without assigning any reason behind it.
- 8) The intending Bidder must have executed MOU (if desired by the competent authority) with a licensed mechanical Engineer related to similar work relevant to parts, readily present at work site during the execution of repairing works after accepting the Award of Contract (AOC).
- 9) 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.
- 10)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.

- 11) For further information, the bidders are requested to please contact the undersigned.
- 12) No Tender will be accepted across the table and no such receipt will be issued thereon.
- 13)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.
- 14) 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.
- 15) In case quoting the rate anywhere other than BOQ, the tender is liable to be summarily rejected.
- 16) 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.
- 17) 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.
- 18) The undersigned reserves the right to cancel the tender at any stage without assigning any reason thereof.
- 19) The offer shall remain valid for <u>60 (Sixty)</u> days from the date of opening of the financial bid.
- 20) Test certificate of cable 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 for supply and repairing of Machineries for Vehicle at least 5years experience in the field.
- 3) Having experience to build up/ Remodeling work preferably at similar work anywhere in India.
- 4) Credentials for *Mechanical* works 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.



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- 5) Approve rate (percentage BOQ on put to tender amount) based on Final Selection as per criteria including GST, labour Cess, all taxes and Charges. If any changes in GST and other Govt. Taxes as well as charges as per latest Govt. Circular occur during implementation period (Job progressive period), it will be taken juristically as per Govt rules as decided by the Tender Inviting Authority.
- 6) 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].
- 7) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application, if applicable. (Non-Statutory documents)
- 8) 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.
- 9) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

(Dr. Gouri Shankar Koner)

Managing Director

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NIT No: WBARD/WBLDC/NIT-636e/2023-24

Date of Issue: 16/01/2024

EVALUATION OF TENDERS

Evaluation of Technical Proposal

Pursuant to the qualification of Bidders as per the Minimum Eligibility Criteria, and Responsiveness of the bids, the Evaluation Committee intends to evaluate the Technical Proposals, by applying the evaluation criteria as detailed below. Each responsive Proposal shall be given a technical score.

PROCESS OF EVALUATION AND SELECTION

Bids will be evaluated on credential basis to ensure a fair and transparent method of selection. The credentials of the bidders as uploaded online will be examined first. The credentials will broadly cover the following areas:

- Competence in all the credential activities and sectors noted in the campaign outline at invitation for bid section of this document, in case a bidder does not meet the criteria for eligibility, his Technical Bids will not be opened.
- For all bidders eligible according to the prescribed criteria will be evaluated by a technical Committee on/after opening Technical bid that may include external expert/s. The qualified bidders will be given the opportunity **if required** to make presentation/s to the Committee on a specified date onward. The criteria for evaluation of the Technical / scope proposal are at below.
- This is a very important matter which is expected to be evaluated after Technical presentation Hence, while the technical Bid would be evaluated as per the rules, it is deem necessary that the ability to perform all such work should be verified with utmost care.

Intending bidder(s) must have to attend Pre-Bid meeting held on 25.01.2024 at 2.00 P.M at the office of the undersigned, if any bidder fails to attend the meeting but participate in the said tender his/her bid will be rejected as decided by the tender Inviting Authority (TID) without showing any reason.

Final Selection will be evaluated only after qualifying the criteria for submission of Statutory & Non-Statutory documents as stated in NIT by the intending Bidder(s).

> (Dr. Gouri Shankar Koner) **Managing Director**

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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.

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 (as per specimen format) <u>for 1 (one) Year</u> of an amount of 3 % of the Tender Value, payable to the West Bengal Livestock Development Corporation Ltd., Kolkata if required by the TIA.
- (ii) It may be noted by the intending bidders that, deposit of Performance guaranty is a prerequisite for executing the agreement and issuance of 'Award of Contract' thereafter.



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O5. 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.

o6. SECURITY MONEY DEPOSIT

Successful tenderer shall be required to deposit Security Money at **the rate of 10% (Ten P.C.)** of the contract value. However earnest money of the successful tenderer may be converted/adjusted with the Security Money and the balance Security Money (8% of contract value) to be deducted from deducted from each and every submission of "running" bill to make **10% security deposit** as per terms of the contract. (As per G'o. No. 201-F(Y) Dated-18/01/202l 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.

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 existing tender rules/ norms under Govt. of W.B.
- iv) Any legal dispute arising during the tender process shall be dealt only under the jurisdiction of Calcutta High Court.

v) 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.

08. PAYMENT

Any request for Advance Payment will not be entertained.

The payment shall be made as per projected Performance Chart both Physical and Financial submitted by the Agency within 3 days of Issuing of Award of Contract based on Job completion period on approved Design/Lay-Out.

- 1. However, as per instruction of the authority from time to time, the successful bidder shall have to produce the **BAR CHART** in terms of % of completion of work and Physical progress of the work accordingly
- 2. 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.

o9. **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 (Scope of work)
- (c) General instructions.
- (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.

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 $\underline{10~days~after~the~stipulated}$ 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.

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, 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.

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 Godown, 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. <u>CLEARING OF MATERIALS:</u>

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.

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) In case of any change in quantity due to any kind of alteration during actual work, the contractor will not be liable to put up any claim against any shortfall of quantity in execution. However if it is needed to take up any item in excess or supplement to the priced quantity, the payment for the extra work will be paid as per the prevailing govt. rule.

 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.

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-incharge 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. INCIDENTAL AND OTHER CHARGES:

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.

The cost of all materials, hire charges to Tools and plants, Labour, Corporation/Municipal Fees for water supply, food staff, medical aids ,Royalty or road materials (if any), Electricity and other charges of Municipalities or statutory Bodies, Ferry charges, Toll Charges, Loading and unloading charges, Handling chargers overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of Sales Tax (Central and/or State), Income Tax, 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 **except GST and Labour Cess** whatsoever in this respect will be entertained.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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 irrespective of Site Lab facilities with all equipment.*

43. TIMELY COMPLETION OF WORK:

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

PROCUREMENT OF MATERIALS:

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

45. 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.

46. 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.

47. <u>DAMAGED ITEMS:</u>

Any items 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.

48. 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.

49. 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.

50. <u>DELAY DUE TO MODIFICATION OF DRAWING AND DESIGN:</u>

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.

51. <u>ADDITIONAL CONDITIONS:</u>

- 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. The Contractor will remain liable for following with West Bengal Contract Labour (Regulation & Abolition) Rules in force &necessary. Certificates from appropriate authority to be submitted within 7 (Seven) days from the date of the work order.

DEFECT LIABILITY PERIOD:

Full security Deposit should be refunded to the contractor on <u>expiry of one year</u> from one month after 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.

- 53. 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.
- 54. 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.
- 55. 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.
- **56.** 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.
- 57. 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.
- **58.** 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.
- **59.** 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.
- **62.** All intending bidders should be appointed one Civil / Electrical Engineer during execution of work as the case may be.

(Dr. Gouri Shankar Koner)

Managing Director

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



(A Govt. Of West Bengal Undertaking)

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Annexure-A

(Scope of work -for Repairing 2 Nos. of Vehicles)

[THE WORKS OF OVERHAULING, REPAIR & SERVICING INCLUDES BODY WORKS, DENTING & PAINTING, MECHANICAL & ELECTRICAL WORKS AND THOROUGH ENGINE OVERHAULING ETC AS PER THE GUIDELINES OF WORK AND EXCLUDING THE REPAIR OF REFRIGERATED UNIT]

Note: Bidders are requested to make detail estimation of work after proper inspection of the vehicle

	A. Scope of Work of Vehicle No: WB 89 1726 M&M DI Reefer	· Van	
SI	Particulars	Qty	Unit
1	Necessary repair of the damaged portions of cabin floor & ceiling, front windscreen frame etc with CRC/MS sheet and gas/electric welding etc all complete	1	Job
2	Necessary repair of the damaged portions of LH & RH door unit with CRC sheet & gas welding etc all complete	2	Nos
3	Denting of the cabin and application of surfacer & body putty and making the surface ready for painting application and application of one coat of primer and two coats of automotive paint with polishing etc all complete and including painting of the undercarriage of the vehicle & refrigerated container	1	Job
4	Replacement of the damaged LH & RH door glass winding machine and door pads of the LH & RH doors with new fittings and door pads on supply	2	Set
5	Replacement of damaged door lock assy of front LH & RH doors with new locks on supply	2	Nos
6	Replacement of door outer handle of front LH & RH doors with new fittings on supply	2	Nos
7	Replacement of damaged door glass channel etc of front LH & RH doors with new glass channel on supply	2	Set
8	Renewing of RH & LH door rubber bead and door weather-strip with new fittings on supply	2	Set
9	Replacement of optically damaged front windscreen glass with new safety glass and fitting with new glass rubber on supply of the items	1	Set
10	Replacement of damaged dashboard of cabin with new dashboard on supply	1	No
11	Fitting of new Instrument Cluster on supply and necessary connection	1	Set
12	Replacement of broken LH & RH Grill spoiler with new spoilers on supply	2	Sets
13	Complete Overhauling of the engine with replacement of worn-out Pistons, cylinder liner/sleeve, Piston Rings, engine bearings etc all complete with supply of all required spares & fittings including all machining & polishing works	1	Unit

14	Complete Overhauling of the Cylinder head of the engine with replacement of engine valves, valve springs, locks, cam bushes, faulty Push rods, Valve seats etc all complete with supply of all required spares & fittings and required machining jobs	1	Unit
15	Repair of driver's & passenger seat bottom & back rest with foam padding & rexine cover and providing wearable seat covers	1	Set
16	Replacement of the faulty wiper motor, damaged & worn-out wiper blade and arm and wiper linkage with new fittings on supply	1	Set
SI	Particulars	Qty	Unit
17	Repair of brake of all the 4 (four) wheels on replacement of worn-out brake linings and faulty wheel cylinders and master cylinder and front & rear brake hose with new spares & fittings on supply	1	Job
18	Replacement of damaged wheel bearings of the wheels with new bearings on supply and with greasing of all the wheel bearings with supply of grease	1	Job
19	Renewing of engine oil (Mobil 15W40) with fresh engine oil on supply	7.5	ltr
20	Replacement of the faulty Oil pump assy complete with new oil pump assy on supply	1	Set
21	Replacement of fuel filters & mobil filter elements with new filters on supply	1	Set
22	Replacement of the damaged Radiator assy with new fittings on supply	1	Set
23	Replacement of the damaged water pump assy with new fitting on supply	1	Set
24	Renewing of Engine belt (Fan belt) with new belt on supply	1	No
25	Servicing of the Clutch system on opening and replacing the worn-out clutch & pressure plate with new spares on supply and re-fitting and re-assembly with new clutch release bearing & Pilot bearing on supply	1	Job
26	Renewing of Differential Oil (SAE-90) with fresh Oil	4	ltr
27	Opening & re-cambering of the Front-LH & RH and Rear-LH & RH leaf spring assy and re-fitting & re-hanging with new eye bolt & bush on supply including replacement of damaged leafs	4	Set
28	Replacement of damaged engine mounting & bracket (2 Nos) and Gearbox mountings (2 Nos) on supply	1	Set
29	Renewing of Gear oil (80W90) with fresh quantity of gear oil on supply	4	ltr
30	Overhauling & servicing of LH & RH king pin assy with replacement of worn- out shaft & Top & bottom taper roller bearings, overhauling & servicing of Bell crank unit with all required spares and replacement of damaged tie-rod ends with new ends on supply and necessary greasing	1	Job
31	Replacement of damaged U.J. Cross bearings (front & rear) of propeller shaft with new bearings on supply & greasing. Damaged holders to be replaced with new fittings on supply	2	Set
32	Renewing of Headlight assy - LH & RH and back light assy (LH & RH) with new assy on supply	2	Nos
33	Overhauling & servicing of Self Starter with required spares & fittings on supply	1	Nos
34	Overhauling & servicing of Alternator with required spares & fittings on supply	1	Nos
35	Servicing, calibration and setting of Fuel Injection Pump and 4 Nos of Injectors with replacement of required spares	1	Set

36	Checking of working of all the Sensors and replacement of the faulty Sensors on supply	1	Unit
37	Replacement of the Weak Front- LH & RH Shock absorbers with new Shock Absorbers (MM/Gabriel/Armstrong) on supply	2	Nos
38	Replacement of the Weak Rear-LH & RH Shock absorbers with new Shock Absorbers (MM/Gabriel/Armstrong) on supply	2	Nos
39	Supply of complete wiring harness	1	Set
40	Overhauling & servicing of the steering assy with replacement of worn-out spares with new spares on supply	1	Job
SI	Particulars	Qty	Unit
41	Overhauling & servicing of the Gearbox assy with replacement of worn-out spares with new spares on supply including replacement of damaged Cable-Gear changing	1	Job
42	Supply of 12 Volt, 88AH Automotive Battery, Make: Exide Xpress/Amaron	1	No
43	Carrying out Wheel alignment and Wheel balancing	1	Job
44	All charges for the fitting & fixing jobs	1	Unit

B. <u>VEHICLE NO: WB 89 1727:</u>

BRINGING OF THE BREAKDOWN MAHINDRA & MAHINDRA REFRIGERATED VAN BEARING REGISTRATION NO: WB 89 1727 INTO PROPER WORKING AND ROADWORTHY CONDITION AFTER NECESSARY OVERHAULING, REPAIR & SERVICING WITH SUPPLY OF ALL REQUIRED SPARES MAINTAINING GENUINITY AND UNDERTAKING ALL REQUIRED MACHINING & POLISHING WORKS.

[THE WORKS OF OVERHAULING, REPAIR & SERVICING INCLUDES BODY WORKS, DENTING & PAINTING, MECHANICAL & ELECTRICAL WORKS AND SUPPLY & FITMENT OF TYRES & TUBES ETC AS PER THE GUIDELINES OF WORK AND EXCLUDING THE REPAIR OF REFRIGERATED UNIT]

Note: Bidders are requested to make detail estimation of work after proper inspection of the vehicle

Gı	Guidelines of Work of Vehicle No: WB89 1727 M&M DI Reefer Van			
SI	Particulars	Qty	Unit	
1	Necessary repair of the damaged portions of cabin floor & ceiling, front windscreen frame etc with CRC/MS sheet and gas/electric welding etc all complete	1	Job	
2	Necessary repair of the damaged portions of LH & RH door unit with CRC sheet & gas welding etc all complete	2	Nos	
3	Denting of the cabin and application of Surfacer & body putty and making the surface ready for painting application and application of one coat of primer and two coats of automotive paint with polishing etc all complete and including painting of the undercarriage of the vehicle & refrigerated container	1	Job	
4	Replacement of the damaged LH & RH door glass winding machine and door pads of the LH & RH doors with new fittings and door pads on supply	2	Sets	
5	Replacement of damaged door lock assy of front LH & RH doors with new locks on supply	2	Nos	
6	Replacement of door outer handle of front LH & RH doors with new fittings on supply	2	Nos	

7	Replacement of damaged door glass channel etc of front LH & RH doors with new glass channel & fittings on supply	2	Sets
8	Renewing of RH & LH door rubber bead and door weather-strip with new fittings on supply	2	Sets
9	Replacement of optically damaged front windscreen glass with new safety glass and fitting with new glass rubber on supply of the items	1	Set
10	Replacement of damaged dashboard of cabin with new& appropriate dashboard on supply	1	Nos
11	Fitting of new Instrument Cluster on supply and necessary connection	1	Set
12	Replacement of broken LH & RH Grill spoiler with new spoilers on supply	1	Set
13	Repair of driver's & passenger seat bottom & back rest with foam padding & rexine cover and providing wearable seat covers	1	Set
14	Replacement of the faulty wiper motor, damaged & worn-out wiper blade and arm and wiper linkages with new fittings on supply	1	Set
15	Repair of brake of all the 4 (four) wheels on replacement of worn-out brake linings and faulty wheel cylinders, master cylinder, front & rear brake hose, hold-down springs etc with new spares & fittings on supply	1	Job
16	Replacement of damaged wheel bearings & oil seals of the wheels with new bearings& oil seals on supply including greasing of all the wheel bearings with supply of grease	1	Job
17	Renewing of engine oil (Mobil 15W40) with fresh engine oil on supply	7.5	ltr
18	Replacement of the faulty Oil pump assy complete with new oil pump assy on supply	1	Set
19	Replacement of fuel filters & mobil filter elements with new filters on supply	1	Set
20	Replacement of the damaged Radiator assy (2 Row Make: MM/Banco) with new Radiator and hoses on supply	1	Set
21	Replacement of the damaged water pump assy (MM) with new unit on supply	1	Set
22	Renewing of Engine V-belt (Fan belt) with new belt on supply	1	No
23	Servicing of the Clutch system on opening and replacing the worn-out clutch & pressure plate assy with new spares on supply and re-fitting and re-assembly with new clutch release bearing & Pilot bearing on supply	1	Job
24	Renewing of Differential Oil (SAE-90) with fresh Oil	4	ltr
25	Opening & re-cambering of the Front LH & RH and Rear LH & RH leaf spring assy and re-fitting & re-hanging with new eye bolt & bush on supply including replacement of damaged leafs	4	Sets
26	Replacement of damaged engine mounting & bracket (2 Nos) and Gearbox mountings (2 Nos) on supply	1	Set
27	Renewing of Gear oil (80W90)with fresh quantity of gear oil on supply	4	ltr
28	Overhauling & servicing of LH & RH king pin assy with replacement of worn-out shaft & Top & bottom taper roller bearings, overhauling & servicing of Bell crank unit with all required spares and replacement of damaged tie-rod ends with new ends on supply and necessary greasing	1	Set
29	Replacement of damaged U.J. Cross bearings (front & rear) of propeller shaft with new bearings on supply & greasing. Damaged holders to be replaced with new fittings on supply	2	Sets

30	Renewing of Headlight assy—LH & RH and back light assy (LH & RH) with new assy on supply	2	Sets
31	Overhauling & servicing of Self Starter with required spares & fittings on supply	1	No
32	Overhauling & servicing of Alternator with required spares & fittings on supply	1	No
33	Servicing, calibration and setting of Fuel Injection Pump and 4 Nos of Injectors with replacement of worn-out spares with new spares on supply	1	Set
34	Checking of working of all the Sensors and replacement of the faulty Sensors on supply and necessary connection	1	Unit
35	Replacement of the Weak Front- LH & RH Shock absorbers with new Shock Absorbers (MM/Gabriel/Armstrong) on supply	2	Nos
36	Replacement of the Weak Rear-LH & RH Shock absorbers with new Shock Absorbers (MM/Gabriel/Armstrong) on supply	2	Nos
37	Supply& laying of complete wiring harness and making necessary electrical connection	1	Set
38	Supply of Combination switch, Make: MM/Minda	1	No
39	Overhauling & servicing of the steering assy with replacement of worn-out spares with new spares on supply	1	Job
40	Overhauling & servicing of the Gearbox assy with replacement of worn-out spares with new spares on supply in cluding replacement of damaged Cable-Gear changing	1	Job
41	Replacement of Worn-out Front-RH & LH tyres with tubes with new tyres& tubes on supply. Tyre Size: 7.00 x 16, 14 P.R., Nylon Tyre—Bias tyre. Tyre Pattern- RIB Make: MRF/Apollo/CEAT	2	Sets
42	Replacement of Worn-out Rear-RH & LH tyres with tubes with new tyres& tubes on supply. Tyre Size: 7.00 x 16, 14 P.R., Nylon Tyre—Bias tyre. Tyre Pattern — Lug Make: MRF/Apollo/CEAT	2	Sets
43	Supply of Automotive Battery, 12 Volt, 88AH, Make: Exide/Amaron	1	No
44	Carrying out Wheel alignment and Wheel balancing	1	Job
45	All charges for the fitting & fixing jobs	1	Unit

- Rate to be quoted on item-wise BOQ in Financial Bid.
- Intending bidder(s) must have to quote rate for all items as mentioned above.
- Offered rate included GST , Freight, Labour charge , Fitting Fixing and all other taxes and Charges as applied.
- Selection based on Cumulative Lowest rate for all items (Sl.1 to 2).

(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 "Bringing of the breakdown Mahindra & Mahindra Refrigerated Van into proper working and roadworthy condition after necessary overhauling, repair & servicing with supply and fitting of all required spares & fixtures maintaining genuinity and undertaking all required machining & polishing works at Central Store, Belgachia, Kolkata-700037 under West Bengal Livestock Development Corporation Limited for 2023-24".

Ref: NIT No: WBARD/WBLDC/NIT-636e/2023-24 Date of Issue: 16/01/2024.

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 must have executed MOU with a licensed mechanical engineer having supervisor SCC relevant parts, readily present at work site during the execution of electrical works after accepting the Award of Contract (AOC)

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

Certificate from Chartered Firm

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

(FORM - III)

This is to certify that I/We have examined the audited Balance Sheet & P/L acco	ounts and other
records of M/S having its officia	al address at
It is also certified that Annual Turnover of th	e firm for the
Financial years 2020-21, 2021-2022 & 2022-2023 are Rslakh.,Rs	lakh. &
Rslakh respectively (as per P/L accounts & Balance Sheet of the firm submitted)	
Signature of the Chartered Firm with F	Registration No
	Countersigned
Signature of the authorized sig	natory (bidder)
	<u>.</u> . ,

(FORM-IV)

(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 (Mandatory)

1.	Name	e of A	Applicar	nt:
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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

SI.	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 copy whether uploaded.	
8	Original Prof. Tax Clearance Cert./Paid Challan (valid up to 31/03/2024) whether uploaded	
9	Original GST registration Certificate whether uploaded.	
10	IT returns of 2022 – 2023 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-IV)	
13	Audited balance sheet for the last 3 years whether uploaded.	

Signature & Seal of the Bidder with Date

PROFORMA FOR AGREEMENT OF CONTRACTUAL CONTRACT

This Agreement is signed and executed on this day of......, 2024 At Kolkata.

BY AND BETWEEN

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

AND

WHEREAS the First Party is desirous that the work of "e-Tender on "Bringing of the breakdown Mahindra & Mahindra Refrigerated Van into proper working and roadworthy condition after necessary overhauling, repair & servicing with supply and fitting of all required spares & fixtures maintaining genuinity and undertaking all required machining & polishing works at Central Store, Belgachia, Kolkata-700037 under West Bengal Livestock Development Corporation Limited for 2023-24" wanted to execute the said work and for the purpose floated open Tender on line.

AND

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

Now, therefore, this agreement witnessed as follows:-

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

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.

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.

In witnesseth whereof:

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

Managing Director.

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

Seal

Witness and address: –

Witness and address: –

1.

2.

Contractor