



# WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

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

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

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

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**NIT No: WBARD/WBLDC/NIT-814e/2024-25**

**Date of Issue: 14/11/2024**

## SET OF TENDER DOCUMENTS

For

### **Construction of Internal Road and Car Parking for Hatchery at Kalyani Duck Breeding Farm , Kalyani, Nadia-741235 under West Bengal Livestock Development Corporation Limited for 2024-25**

#### 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
7. Forms-I, II, III, IV, V & Check List - VI.

**DATE OF PUBLICATION OF e-TENDER (ONLINE): 14/11/2024 FROM 06:00 P.M.**

**STARTING OF BID SUBMISSION (ONLINE): 14/11/2024 FROM 06:00 P.M.**

**PRE BID MEETING (Mandatory) ON : 21/11/2024 from 2:00 P.M.-3.00 P.M, H.Q.**

**LAST DATE FOR ON LINE SUBMISSION OF TENDER: 29/11/2024 UP TO 06.55 P.M.**

**OPENING OF TECHNICAL BID: 02/12/2024 FROM 11:30 A.M. onwards.**

**OPENING OF FINANCIAL BID: TO BE NOTIFIED LATER ON.**

**TENDER FEES: NIL**

**ESTIMATED TENDER VALUE PUT TO TENDER: Rs. 48,43,184/-**

**(Including GST, Cess and other taxes & other charges)**

**EARNEST MONEY DEPOSIT: 2% OF THE ESTIMATE**

*(Dr. Utpal Kumar Karmakar)*

**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 “**Construction of Internal Road and Car Parking for Hatchery at Kalyani Duck Breeding Farm , Kalyani, Nadia-741235 under West Bengal Livestock Development Corporation Limited for 2024-25**”.

Earnest Money **2% (Two percent) of the amount put to tender** 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.

- 1) 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.
- 2) After publication of e-tender Notice in the Medias, detailed terms & conditions, BOQ (Bill of Quantities) may be obtained from the website <https://wbtenders.gov.in> at free of cost. Submission of tender by the bidder can be made with the help of Class- 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](http://www.wbldc.in) simultaneously.
- 3) Tenders should normally be floated in two parts one Technical Bid (BID-A) and other Financial Bid (BID-B).
- 4) Tender must be supported by :

### A. TECHNICAL BID : ‘BID-A’

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

#### PART 1 (SINGLE FILE MULTIPLE PAGES SCANNED):

1	Transaction Slip / Receipt challan for EMD amount of <b>2% (Two percent) of the amount put to tender</b> only in favor of ICICI Payment Gateway OR Valid Exemption Certificate issued by the Competent Authority claiming EMD exemption.
2	Scanned Application in the prescribed format (Form - I)
3.	Declaration by the Tenderer (Form - II)
4.	Certificate from Chartered Firm in the official pad (Form - III)
5.	Affidavit Proforma(Form - IV)
6.	Working (Credential ) / <b>Bid Capacity ( Form-V)</b>
7.	Upload All Documents / Certificates

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

Sl. No.	Category	Sub Category Description
1	<p>CERTIFICATES –</p> <ul style="list-style-type: none"> <li>✓ All valid up to date.</li> <li>✓ All certificates are to be furnished in English Vernacular</li> <li>✓ Affidavit are not valid</li> <li>✓ Scanned original copy</li> </ul>	<ul style="list-style-type: none"> <li>✓ PAN Card of the authorized signatory</li> <li>✓ Prof. Tax clearance certificate with challan valid up to 31/12/2024.</li> <li>✓ GST Registration certificate.</li> <li>✓ IT returns of 2022– 2023 Financial year.</li> <li>✓ Trade License valid upto 31/12/2024.</li> <li>✓ Valid documentary proof of: <ul style="list-style-type: none"> <li>✓ The agency / company should have minimum annual turnover of Rs. 50 lakh</li> <li>✓ Certificate of updated Income tax Return</li> <li>✓ Audited balance sheet for the last 3 years.</li> <li>✓ Work experience including work of Government of West Bengal in last Five years.(as per Form-V).</li> <li>✓ P.F. &amp; E.S.I. Registration / Declaration</li> <li>✓ <b>Available Bid Capacity = (A+N+M-B)</b> Where <b>A:</b> Maximum value of Civil Engineering work the updated to the price level of the last 5 year at the rate of 8 percent simple interest a year). <b>N:</b> 1.0 If completion time is more than 6 month. 0.5 If completion time is less than or equal to 6 months <b>M:</b> 3 <b>B:</b> Value at the current price level of existing commitments and ongoing works to be completed during the period of completion of the work for which bids are invalid.</li> </ul> </li> <li>✓ Available bid capacity to be calculated on the basis of prescribed format (<b>FORMAT-V</b>) of the Prospective Tenderer shall not be less than the estimated amount put to tender.</li> </ul>
2	<p>COMPANY DETAILS (valid up to Date), scanned original copy</p>	<ul style="list-style-type: none"> <li>i) Registration Certificate under Company Act. (if any).</li> <li>ii) Registered Deed of partnership Firm, Trade License / Article of Association &amp; Memorandum.</li> <li>iii) In Case Proprietorship &amp; Partnership Firms, the Tax Audited Report in 3CD Form along with Balance Sheet &amp; Profit and Loss A/c. for the last 3 (three) years (year just preceding the current Financial Year will be considered as year-1). The balance sheet, Profit &amp; Loss account should be in favor of applicant's name only.</li> <li>iv) Power of Attorney (For Partnership Firm/ Private Limited Company, if any).</li> <li>v) List of Technical staffs along with structure &amp; organization.</li> </ul>
3	<p>Credential</p>	<ul style="list-style-type: none"> <li>(i) Intending tenderers <b>should produce</b> credentials of a <b>similar nature of work (Civil)</b> 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;</li> </ul>

		<p>Or,</p> <p>(ii) Intending tenderers should produce credentials of 2 (two) similar nature of work <b>(Civil)</b> each of the minimum value of 30% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice;</p> <p>Or,</p> <p>(iii) Intending tenderers should produce credentials of one single running work of similar nature of work <b>(Civil)</b> which has been completed on the extent of 80% or more and value of which is not less than the desired value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work under Govt. department / Govt. sponsored Organization / Govt. Undertaking or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.</p> <p>(iv) The joint venture of Civil and electrical Agency is allowed and may participate in the tender, provided civil agency must fulfill the eligibility criteria i.e. 40% of the estimated amount of civil works put to tender and electrical agency also must fulfill the eligibility criteria (30% of the estimated amount of electrical works put to tender)</p> <p><b><i>N.B:- Estimated amount, tendered amount, date of commencement, date of completion of project and details communicational address of the client (within West Bengal if any also ) must be indicated in the Credential Certificate.</i></b></p>
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.

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

i) The Contractor is to quote the **rate on Percentage BOQ format** of the components as specified in the BOQ. **The percent rate (less or excess from scheduled rate)** will be quoted in the BOQ in one cover (folder) encrypted in the B.O.Q. under Financial Bid. Single Agency will be selected based on Lowest one.

ii) **Rate quoted shall be including GST, Cess and other taxes / all other charges.**

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](http://www.wbtenders.gov.in).

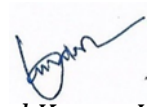
**NAME OF WORKS:-**

Name of the work	Work Details	Estimated Amount put to Tender (Rs.)	Period of completion of the work.
1	2	3	4
<b>e -Tender on Construction of Internal Road and Car Parking for Hatchery at Kalyani Duck Breeding Farm , Kalyani, Nadia-741235 under West Bengal Livestock Development Corporation Limited for 2024-25</b>	<b>Details of work schedule item-wise may be found in the BOQ</b>	<b>Rs. 48,43,184/- including GST, Cess, other taxes / all other charges.</b>	<b>75 (Seventy Five) Days including all</b>

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.

  
(Dr. Utpal Kumar Karmakar)  
**Managing Director**  
W.B.L.D.C. Ltd



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## A. GENERAL INSTRUCTION TO BIDDERS

- 1) Total work is to be completed positively ***within 75 (Seventy Five) Days*** or the time specified in the order from the date of issue of order.
- 2) The intending bidders are requested to submit their tender along with prescribed application form in e-tender portal <https://wbtenders.gov.in> . The software shall make automatic encryption of the Technical as well as Financial Bid and no one shall be allowed to open two Bids prior to the date and time earmarked for opening by the Tendering Authority.
- 3) After evaluation of Technical Bid, those who will qualify, their Financial Bid shall only be opened. The technical proposal (BID-A) will be opened on line **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 21/11/2024 from 2.00 PM to 3.00 P.M. at the office of the undersigned.**
- 6) **Intending bidder(s) must have to upload (FORM-V) during participation.**
- 7) **If any bidder fails to attend the pre-bid meeting , his/her technical bid will be cancelled without assigning any reason behind it .**
- 8) *The intending Bidder must have a valid licensed electrical Contractor having Electrical supervisor License for HT & LT works ,SCC relevant parts, readily present at work site during the execution of electrical works after accepting the Award of Contract (AOC).*
- 9) **Intending bidder must have to submit Drawing, Design/Layout of the scope of work which needs to be approved by the tender Inviting Authority after final selection. After Issuing LOA/AOC selected agency must have to submit Final Drawing within 14 days from the issue of the LOA/AOC.**
- 10) 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.

- 11) 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](mailto: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.
- 12) For further information, the bidders are requested to please contact the undersigned.
- 13) **No Tender will be accepted across the table and no such receipt will be issued thereon.**
- 14) 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.
- 15) 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.
- 16) **In case quoting the rate anywhere other than BOQ, the tender is liable to be summarily rejected.**
- 17) 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.
- 18) 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.
- 19) The undersigned reserves the right to cancel the tender at any stage without assigning any reason thereof.
- 20) The offer shall remain valid for **75 (Seventy Five) days** the date of opening of the financial bid. **Selected Bidder must have to complete the Job in due time, no extension will be entertained except on emergency . Agency will be penalized in case of unjustified delayed in schedule time frame of work.**
- 21) 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 of Civil works with related works with at least 5years experience in the field.
- 3) **Intending bidder(s) must have their own arrangement in time for all equipment's' related to construction including different types of heavy equipment commonly used in the construction (Civil Works).**
- 4) Having experience to build up/ Remodeling work **preferably at similar work anywhere in India.**
- 5) Credentials for Civil 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.
- 6) **Intending bidder(s) must have to submit Drawing /Design and Lay out as per scope of work after submission of tender (online) in due time otherwise entire bid may be rejected . Site visit will be optional and if done queries will be cleared during Pre-Bid meeting.**
- 7) **Approve rate (Percentage BOQ on put to tender amount) based on Final Selection as per criteria including GST, labour Cess and 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.**
- 8) 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].
- 9) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application, if applicable. (Non-Statutory documents)
- 10) **Implementing agency must have to follow the Guidelines of “Karmashree Scheme” during engagement of unskilled workers for the said Job as per G.O No. 1138(Sec)-PRD-33011/1/2024-MGNREGA SEC dated 07.03.2024 of Spl. Secretary , P & RD , Govt. of W.B .**
- 11) 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.
- 12) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

  
(Dr. Utpal Kumar Karmakar)  
**Managing Director**  
W.B.L.D.C. Ltd





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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 after qualifying Technical Score as mention below then 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 requirements for participating in the tender**. Technical Evaluation of the Tender will be held on two parts, i.e. opening & evaluation of Credential based (scoring method) 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.

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.

Intending bidder(s) must have to attend **Pre-Bid meeting held on 21/11/2024 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.

The Evaluation Committee shall evaluate and rank each Technical Proposal on the basis of the Proposal's responsiveness to the scope using the evaluation criteria and system specified above.

Final selection based on based on L-1 bidder in Financial Part in Financial bid. Financial bid will be opened only technically qualified bidders.

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

### **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.

**The Contractors are bound by the terms and conditions of W.B.F No. 2911 with relevant changes'**

### **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) **for 1 (one) Year** of an amount of **5 % of the Tender Value**, payable to the West Bengal Livestock Development Corporation Ltd., Kolkata.
- (ii) It may be noted by the intending bidders that, deposit of Performance guaranty is a pre-requisite for executing the agreement and issuance of 'Award of Contract' thereafter.

### **05. AGREEMENT**

The corporation will execute an agreement with the successful bidder ***as per the prescribed format or as will deem fit as per the condition in a Non-judicial Stamp Paper worth Rs.100/-*** (Rupees One Hundred) only to be provided by the successful bidder. The notification of award will constitute the formation of the Contract or the agreement between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part & parcel of the Contact Documents. Prescribed Agreement must be signed by the both parties, the Authorized Signatories of the Corporation & Tendering firm concerned. The Original agreement will be retained by the Corporation in the concerned case file and the photocopy of the same will be provided to the concerned firm.

## **06. SECURITY MONEY DEPOSIT**

Successful tenderer shall be required to deposit Security Money at the **rate of 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 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-18/01/2021** 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 after one month on expiry of Defect Liability Period and satisfactory remedy or rectification or amendment or modification or all, and settlement of accounts.

As per memorandum no. 4608-F (Y) dated 18.07.2018 of Finance Department (Audit Branch) Additional Performance Security @ 10 % of the tendered amount shall be obtained from the successful bidder if the accepted **bid value is 80% or less of the estimate put to tender**. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any schedule bank before issuance of the Work Order.

If the bidder fails to submit the **additional performance security within 14 working days** from the date of issuance of LOA, his earnest money will be forfeited and other necessary actions as per NIT like black listing of the agency, etc. may be taken. The Bank Guarantee shall have to be valid up to the end of the contract period and shall be renewed accordingly if required.

The Bank Guarantee shall be release immediately on successful completion of work. If the bidder fails to complete the work successfully the Additional Performance Security shall be forfeited at any time during pendency of the contract period after serving notice to the contractor.

Necessary provisions regarding deduction of security deposit from progressive bills of the agency as per relevant clauses of the contract shall in no way be altered/ affected by provision of this Additional Performance Security.

## **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 in said location is to be completed positively within 75 (Seventy-Five) 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.** However, in exceptional cases, advance amount up to 10% advance may be allowed against 110% Bank Guaranty

1. Bills to be produced in DUPLICATE.
2. ***The payment shall be made as per projected Performance Chart both Physical and Financial submitted by the Agency within 14 days of Issuing of Award of Contract based on Job completion period on approved Design/Lay-Out.***
3. 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
4. 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.  
**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.**

## **09. GENERAL:**

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

## **10. TERMS & CONDITIONS IN ORDER TO PRECEDENCE:**

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

- (a) Special terms and conditions
- (b) Special specifications (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 *7 days after the stipulated* date of completion . After that a penalty of 0.50 % which will be deducted from his R/A bill / Final bill as the case may be for each week of delay up to a maximum of 2.0 % on the amount put to tender . Penalty will be adjusted from Security Deposit / Performance Bank guarantee.

**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. **Third Party Engagement by The L-1 Agency ( after issuing AOC) in exigency also is Strictly restricted .**

**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. 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.

**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 former item has been measured up and has been inspected by the Engineer-in-charge as the authorized representatives of the Engineer-In-Charge and order given by him or proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-assistant Engineer, if so, authorized may do this inspection in respect of minor works and issue order regarding the latter item.

**27. APPROVAL OF SAMPLE:**

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

**28. 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 different 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 charges 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.

**29. DRAWINGS:**

Intending Bidder must have to submit Drawing/Design and Lay out of the entire Job based on Site visit in due time. All works shall be carried out in conformity with *the drawings / Lay Out approved by this Department*. After Selection the Approved Agency have to Submit projected Lay out of Plan (Planning of job completion) both Physical as well as Financial based on approved Drawing within 14 Days from the issuing of Award of Contract. Necessary Payment will be made based on such projection as per payment terms and conditions. However, the Contractor shall have to carry out all the works according to the departmental general arrangement drawing and detail working drawings to be supplied by the Department from time to time.



**30. UNSERVICEABLE MATERIALS:**

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

**31. CONTRACTOR'S RISK FOR LOSS OR DAMAGE:**

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

**32. IDLE LABOUR:**

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

**33. CHARGES AND FEES PAYABLE BY CONTRACTOR:**

- a) The contractor shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liability of every kinds for breach of such statute regulation or law.
- b) The Contractor shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other Protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

**34. ISSUE OF DEPARTMENTAL TOOLS AND PLANTS:**

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

**35. REALISATION OF DEPARTMENTAL CLAIMS:**

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

**36. COMPLIANCE OF DIFFERENT ACTS:**

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

**37. SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT:**

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

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

**38. 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.

**39. PROGRAMME OF WORK:**

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

**40. SETTING OUT OF THE WORK:**

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

**41. PRECAUTIONS DURING WORKS:**

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

**42. NIGHT WORK:**

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

**43. TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP :**

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

**44. TIMELY COMPLETION OF WORK:**

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

**45. PROCUREMENT OF MATERIALS:**

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

**46. REJECTION OF MATERIALS:**

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

**47. IMPLIMENTS OF WORK IN ITEMS:**

Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are to be deemed as inclusive of the same. **Intending Bidders is solely responsible for Temporary Electric Connection as well as Consumption unit with his own discretion.**

**48. If required, related civil work to be performed by the intending bidder within this scope of work, no extra fund will be allowed for such cases except major work or as desired by the Tender Inviting Authority / Engineer-In-Charge.**

**49. FORCE CLOSURE:**

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

**50. TENDER'S RATE:**

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

**51. DELAY DUE TO MODIFICATION OF DRAWING AND DESIGN:**

The contractor shall not be entitled for any compensation for any loss suffered by him due to delays arising out of modification of the work due to non-delivery of the possession of site. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

**52. ADDITIONAL CONDITIONS:**

- a) As per Finance (Taxation) Department of Income Tax Will be made from each bill of the contractor as per applicable rate in force.
- b) Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule. 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'
- c) **Contractor / Agency must have to submit the list of unskilled labour as per Annexure-VII of Karmashree Scheme as mentioned Clause no.8 of Eligibility Criteria.**

**53. DEFECT LIABILITY PERIOD:**

Full Security Deposit should be refunded to the agency after one month on expiry of Defect Liability Period of work. If any defect/ damage is detected during this period as mentioned the agency 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 agency.

Defect Liability Period (DLP) shall be commenced from the actual completion of work and considered as follows depending upon the different nature of works:-

- A) (i) **Defect liability period shall be 03 (three) months for the work** of patch repair or patch maintenance in nature or combination thereof from the date of actual completion of work.

- (iii) Full security deposit shall be refunded to the agency after one month on expiry of DLP (three months from the actual date of completion of the work).
- B) (i) **Defect liability period shall be 01 (one) year from the actual** date of completion for the work of thorough bituminous surfacing work with bituminous thickness less than 40mm, and Repair and Rehabilitation of any road/ bridge/ culvert/ building/ sanitary plumbing work.  
(ii) Full security deposited shall be refunded to the agency after one month on expiry of DLP (one year from the date of actual completion of work).
- C) (i) Extension of building/ bridge/ Calvert, construction of new flexible pavement up to bituminous level, widening and strengthening of flexible pavement, improvement of riding quantity/ strengthening of flexible pavement which **has been designed for a period of three years or more**. Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course/ bituminous base course, the DLP of the work shall be three years from the actual date of completion of work.  
(ii) a) No Security Deposit shall be refunded to the agency for 1<sup>st</sup> year from the actual date of completion of work.  
(ii) b) 30 % of the Security Deposit shall be refunded to the agency after one month on expiry of DLP (**two years from the actual date of completion of work**).  
(ii) c) The balance 70 % of the Security Deposit shall be refunded to the agency after one month on expiry of DLP (three years from the actual date of completion of work).
- D) (i) Construction of new building /bridge/culvert including construction of approach roads for bridge/ culvert, construction of rigid pavement, re-construction of rigid pavement, construction of new flexible pavement covered by mastic asphalt which has been designed for a period of 05 (five) years or more widening & strengthening of flexible pavement covered by mastic asphalt, improvement of riding quality/ strengthening of flexible pavement covered by mastic work which **has been designed for a period of 05 (five) years or more. The DLP of the work shall be 05 (five) years from** the actual date of completion of work.  
(iv) a) No Security Deposit shall be refunded to the agency for 1<sup>st</sup> three years from the actual date of completion of work.  
(ii) b) 30 % of the Security Deposit shall be refunded to the agency after one month on expiry of DLP (four years from the actual date of completion of work).  
(ii) c) The balance 70 % of the Security Deposit shall be refunded to the agency after one month on expiry of DLP (five years from the actual date of completion of work).
- 54.** There shall be no provision of Arbitration. Hence clause 25 of the West Bengal Form No. 2911(ii) shall not be allowed vide memo no. 558/SPW dated 13.12.2011 of P.W.D Establishment Branch.
- 55.** Cement Procure & Supply by the Contractor shall be of ordinary Portland cement 53 grade, 43 grade, conforming (IS 8112) or PPC/PSC the grade to be decided by the Engineer-In-Charge or as per instruction on specified in the approved drawing of this department or as stipulated in the departmental schedule of rates.
- 56.** 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.



## WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

(A Govt. Of West Bengal Undertaking)

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

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

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

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**NIT No: WBARD/WBLDC/NIT-814e/2024-25**

**Date of Issue: 14/11/2024**

57. 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.
58. 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.
59. 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.
60. The Earnest Money may be forfeited if :-
- If the Bidder withdraws the Bid during the period of Bid validity.
  - In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.
  - During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Bidder are incorrect / manufactured / fabricated.
  - Earnest Money converted to Security Deposit will be forfeited as per rules stated above.
61. All intending bidders should be appointed one Civil / Electrical Engineer during execution of work as the case may be.

(Dr. Utpal Kumar Karmakar)

**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 Construction of Internal Road and Car Parking for Hatchery at Kalyani Duck Breeding Farm , Kalyani, Nadia-741235 under West Bengal Livestock Development Corporation Limited for 2024-25”.**

**Ref: NIT No: WBARD/WBLDC/NIT-814e/2024-25 Date of Issue: 14/11/2024**

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 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 scope of work. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

I/We must have a *licensed electrical contractor (or executed MOU) with 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 in due time as mentioned in Award of Contract to the full satisfaction of the Engineer-In-Charge, **Otherwise necessary Clauses as per rules will be imposed on me/us .**

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 accounts and other records of M/S ..... having its official address at ..... It is also certified that Annual Turnover of the firm for the Financial years 2021-22, 2022-2023 & 2023-2024 are Rs.....lakh.,Rs.....lakh. & Rs.....lakh respectively (as per P/L accounts & Balance Sheet of the firm submitted)

Signature of the Chartered Firm with Registration No

Countersigned

Signature of the authorized signatory (bidder)

**Affidavit Proforma**  
(On Non Judicial Paper worth Rs. 100/-)  
**(FORM – IV)**

(Sworn before the Notary Public / Judicial Magistrate/Executive Magistrate on or after the date of publication of the Quotation Notice)

I, Sri/Smt. .... the Managing Director/Proprietor (etc.) of the Firm. , .....  
(Name of the firm)

At (address).....

P.O... ..

P.S.....Dist.....

do hereby solemnly affirm and declare as follows:

1. That I have not ever been convicted of any offence making myself liable to be disqualified for any work of Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
2. That no case is pending against me or against my firm in any criminal court of law in the State of West Bengal or other State or States .
3. That my firm is not debarred/blacklisted as a whole or part thereof at present by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India.
4. That, I also declare that if any information subsequently found incorrect or false will it automatically render the quotation submitted by me cancelled and make me liable for penal/legal action as per law of the country.
5. That I do further affirm that the statements made by me in this quotation are true to the best of my knowledge and belief and all the documents attached are genuine & correct.
6. That I promise to abide by all the stipulations of the contract documents and to carry out and complete the work in due time as mentioned in Award of Contract to the full satisfaction of the Engineer-In-Charge, **Otherwise necessary Clauses as per rules will be imposed on me/us**

Signature of the Deponent(s).

Name in Block letters :

Designation :

**(FORM-V)**

(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 )/ BID ACCEPTING DETAIL**  
**(Mandatory)**

1. Name of Applicant:

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

Description of Work	Place & State	Contract No & date	Name of Address of employer	Value of contract (Rs. In Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)*	Anticipated date of Completion
1	2	3	4	5	6	7	8

**N.B : Suppression of any fact regarding work-in-hand will be liable for non-responsive of bid**

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 – VI)**

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 31/12/2024) whether uploaded	
9	Original GST registration Certificate whether uploaded.	
10	IT returns of <b>2022 – 2023 Financial year</b> whether uploaded.	
11	Trade License valid up to 31/12/2024 whether uploaded	
12	Credential of similar nature of work whether uploaded.(FORM-V)	
13	P.F. & E.S.I. Registration Certificate / Declaration whether uploaded.	
14	Certificate from Chartered Firm in the official pad whether uploaded. (The agency / company should have minimum annual turnover of Rs. 50 lakh ) (FORM-III)	
15	Audited balance sheet for the last 3 years whether uploaded.	
16	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency whether uploaded. (FORM-IV)	

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

**(BANK GUARANTEE SAMPLE FORMAT)**

To,  
W.B.L.D.C Ltd. LB-2, Sector-III  
Salt Lake City  
Kolkata- 700-106

**Tender Ref. No: NIT No: WBARD/WBLDC/NIT-814e/2023- 24 dt.: 14/11/2024**

At request of our Client \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter called the supplier) who has accepted the tender, for “**e -Tender on Construction of Internal Road and Car Parking for Hatchery at Kalyani Duck Breeding Farm , Kalyani, Nadia-741235 under West Bengal Livestock Development Corporation Limited for 2024-25** “ with reference to the Offer letter (**Memo No.:** \_\_\_\_\_ ; **Dated:** \_\_\_\_\_ ). The supplier has requested us for a performance guarantee of **Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_ ) **only** (Including Tax, Insurance and Packing).

We \_\_\_\_\_ **BANK** having its branch office \_\_\_\_\_ situated at \_\_\_\_\_, hereby agree as follows:

In the event of the supplier failing to perform their obligations under the contract for any reason what-so-ever we shall pay without any demur a sum of **Rs.** \_\_\_\_\_ **only**. Your receipts for the sum claimed accompanied by your statement that the contractor failed comply with contract terms notwithstanding any contestations by the supplier or any other party.

Unless a demand or claim is made in writing by you to us under this guarantee and reaches us on or before due date, all our obligations hereunder shall cease and we shall not entertain any claim after the due date \_\_\_\_\_.

In issuance of said Bank Guarantee our guarantee is unconditional and valid in your favor until \_\_\_\_\_ including the mailing period. We indemnify you against any loss or damage whatsoever and the same will be remitted as per your advices.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to \_\_\_\_\_ and will remain in full force up to \_\_\_\_\_. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within zero months from the date of expiry of the guarantee i.e. on or before \_\_\_\_\_, irrespective of whether or not the original guarantee is returned to us.

**Notwithstanding anything contained under the said BG**

1. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) only.
2. This Bank Guarantee shall be valid up to \_\_\_\_\_ 2024.
3. We are liable to pay to guarantee amount or part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before \_\_\_\_\_, 2024.

**Place:** \_\_\_\_\_

**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.**

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 Construction of Internal Road and Car Parking for Hatchery at Kalyani Duck Breeding Farm , Kalyani, Nadia-741235 under West Bengal Livestock Development Corporation Limited for 2024-25”** 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.

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.

Contractor

Managing Director.  
W.B.L.D.C.Ltd.

Seal

Seal

Witness and address: –

Witness and address: –

1.

1.

2.

2.