



WEST BENGAL COMPREHENSIVE AREA DEVELOPMENT CORPORATION

(Under Panchayats and Rural Development Department, Government of West Bengal)

MrittikaBhavan, Plot no-18/9, Block-DD, Sector-I, Kolkata-700064

Phone: 03322377041/43/ FAX-033-22377473, email-hq.wbcadc@gmail.com.



www.wbcad



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N.I.T. No. 17/2022-23

Dated: 03.06.2022

NOTICE INVITING TENDER

On behalf of WBCADC, Nalhati-I Project, the Administrative Secretary, WBCADC is inviting **Sealed Item Rate** basis tenders in WBCADC Form No.-102 in two fold Envelope system (i.e. Techno Commercial Bid & Price Bid) from the bonafide, experienced, reputed contractors for execution of the following work as detailed below.

1. a) Name of the work : Supply of 20 KVA(16 KW) Sound proof Diesel generating set Comprising of 3 ph, 415 V, 1500 rpm ,50 HZ. AC Generator, directly coupled with liquid cooled diesel Engine 25.5 BHP mounted on a common base frame .
- b) Location of site : At WBCADC, Nalhati-I Project.
- c) Cost of tender documents : **Rs.800.00**(Rupees eight hundred) only in the shape of Demand Draft/Banker's cheque issued from any Nationalized/Scheduled Bank in favour of **WBCADC** payable at Kolkata or RTGS/NEFT/CBS in State Bank of India, Account No 10263261979, IFSC No SBIN0001612 in favour of **"WBCADC"**
- d) Earnest money to be deposited : **Rs. 9,500.00**(Rupees Nine thousand five hundred) only Demand Draft/Banker's cheque issued from any Nationalized/ Scheduled Bank in favour of **WBCADC** payable at Kolkata or RTGS/NEFT/CBS in State Bank of India, Account No 10263261979, IFSC No SBIN0001612 in favour of **"WBCADC"**
- e) Time for completion of work : 15 (Fifteen) days.
- f) Last date & time limit for collection of tender (**on line/off line**): **15.06.2022 Up to 3.00 p.m.**
- g) Last date & time limit for submission of tender (**off line**) : **17.06.2022 Up to 2.00 p.m.**
- h) Date and time for opening of the tender (Techno commercial bid): **20.06.2022 at 3.00 p.m.**

i) Date and time for opening of the tender (Price/Financial bid) : To be notified Later.

2. Each bidder will have to deposit an earnest money & Cost of Tender documents of the amount specified above table for each work only in the shape of Demand Draft/Banker's cheque issued from any Nationalized/Scheduled Bank in favour of WBCADC payable at Kolkata or through RTGS/NEFT/CBS in State Bank of India, Account No 10263261979, IFSC No SBIN0001612 in favour of WBCADC. In case of non-submission of earnest money authenticated copy/copies of documentary evidence/Govt. order etc., in support of the entitlement of the tenderer for exemption to deposit any earnest money for participating in tender should invariably be submitted failing which the tender will be treated as informal and liable to be rejected.

3. The tender document and other relevant particulars may be seen by the intending tenderers on any working day between 11.30 a.m. to 4.00 p.m. in the Notice Board of WBCADC, H.Q. From 04.06.2022 to 15.06.2022. However, **the intending tenderers may also collect the tender documents by downloading only through the website stated above (www.wbcadc.com). In case of off line collection, bidding documents should only be issued against application to the tender inviting authority along with the documentary evidence in support of the payment (for online payment) of "cost of tender documents". Online Payment should be through RTGS/NEFT/CBS in the Bank Account of the tender inviting authority. However the intending bidder may deposit the cost of such tender document in the shape of Demand Draft/ Banker's Cheque, issued from any Nationalized/Schedule Bank, in favour of Tender Inviting Authority. Payment in other mode will not be accepted under any circumstances. In case of off line submission of cost of tender document, in the shape of Demand Draft/ Banker's Cheque, the same is to be submitted along with the said application during collection of Bidding documents Off-line. Otherwise, cost of tender document is to be submitted in Statutory cover under the Technical document.**

But only off line submission of the tenders will be accepted.

4. Tender documents shall consist of:-

- a. This Notice Inviting Tender hereinafter will be referred to as the Tender Notice.
- b. WBCADC Form No.-102 hereinafter will be referred to as the tender form.
- c. Instruction to Bidders (SECTION-A).
- d. Pre-qualification application [(SECTION-B), Form -I].
- e. Affidavit ("X") (SECTION-B).
- f. Special terms and conditions.(Section-C)
- g. Schedule of work (SECTION-D) with Technical specification.

5. a) For participating in the above tender, the cost of tender documents (Tender fees) are to be submitted as mentioned in Sl. No.1(c) of this N.I.T. **No Cash payment for the purpose will be allowed. Such demand draft/Banker's cheque, RTGS/NEFT/CBS towards cost of tender documents should be submitted by the tenderers in statutory cover under technical proposal. Cost of tender documents (tender fees) is nonrefundable.**

b) Each tenderer shall submit tender documents duly filled up in a specified box kept in WBCADC, Mrityika Bhavan, Plot no 18/9, Block-DD, Sector-I, Salt Lake, (3rd Floor) within the date and time mentioned here in earlier in Sl. No.-1 (g) of this N.I.T.

6. Eligibility criteria for participation in the tender.

6.1. The intending tenderers will have to produce documentary evidence to prove their past experience and capabilities for execution of similar type of work as well as financial resources as follows. They will have to produce any one of the following documents.

- i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; (30% in case of 2nd Call, & 20% in case of 3rd Call) of the of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; **or**
- ii) Intending tenderers should produce credentials of 2(two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of the issue of the tender notice;(25% in case of 2nd Call) of the estimated amount put to tender during 5(five) years prior to the date of the issue of the tender notice; **or**
- iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more an value (75% in case of 2nd Call, 70% in case of 3rd Call) 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 from the concerned Executive Engineer, 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.

[Non statutory documents]

6.2 Copy of work order & Payment Certificate will not be treated as “Credential” under any circumstances. Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/ Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/State statute, on the executed value of completed/running work will be taken as credential.

The Credential certificate for completed works, should contain (a) Name of work, (b) the name of client, (c) Estimated amount put to tender, (d) Schedule month and year of commencement and completion as per work order, (e) Actual date of Completion of work, (f) Gross bill amount of the completed work/executed value of running work and detail communicational address of client must be indicated in the credential certificate. In case of running work, the credential certificate should contain the gross bill amount of executed items of works in addition to information as furnished in above. In both completed/running works detail communication address of the client must be indicated in the credential certificate. Along with BOQ of the same must be given.

6.3 In case if it is found that the tenderer is not technically equipped for execution of the Work, the offer submitted by him will be treated as cancelled. **The decision of the Tender Evaluation Committee (TEC) in this regard is final & binding to the tenderers.**

6.4 Self attested photocopies of Income Tax Acknowledgement Receipt for the latest Assessment year, P. Tax clearance certificate for the latest assessment year, Pan Card, GST Registration Certificate, Electrical LT/HT license are to be accompanied with the Technical Bid Documents.

[Non-statutory documents]

6.5. Registered Partnership Deed for Partnership Firm is to be submitted. The company shall furnish the Article of Association and Memorandum. Where an individual person signs the tender in his own name against the company or the firm which he happens to be a director or partner, such individual person shall, while submitting any tender for and on behalf of such company or firm, invariably **submit a copy of registered power of attorney showing clear authorization in his favour**, by the rest of the directors of such company or the partners of such firm, to submit such tender.

[Non-statutory documents]

6.6. Registered Unemployed Engineers' Co-operative Societies / Labour Co- operative Societies are required to furnish valid Bye Law, Current Audit Report, Minutes of last A.G.M. along with other relevant supporting papers.

[Non-statutory documents]

7. The successful bidder shall have to execute an agreement with the Project in form no. **WBCADC-102** which contains the other tender documents within 7 (seven) days on receipt of intimation of acceptance of his tender. Failing to comply within the specified time the contractor shall render his contract liable to termination with forfeiture of earnest money. **The above documents will have to be purchased from the office at price considered as "Tender documents" in the NIT, in the shape of Demand Draft/Banker's cheque issued from any Nationalized/Scheduled Bank in favour of WBCADC payable at Kolkata or through RTGS/NEFT/CBS in State Bank of India, Account No 10263261979, IFSC No SBIN0001612 in favour of WBCADC.** All the copies must be signed on every page by the contractor and submitted to the Project authority Within the specified time.

8. The selected tenderer will have to keep himself in readiness to complete the work within the target rate as directed by the authority fully understanding that the time will be the essence of the contract. The contractor will have to take up the work as directed by the Project authority within 7 (seven) days from the date of receipt of supply order from the Project authority and complete the same within the target date as fixed by the Project authority, failing which the department will have the every right to take appropriate action and to execute the work as per the relevant clauses of the printed tender form. The decision of the Project authority in this respect would be final and binding to the contractor. In case the contractor fails to commence the work within the specified time of 7 (seven) days from the date of issue of supply order, Project authority has the right to terminate his tender and cancel the supply order along with forfeiture of earnest money deposited by the contractor if so deemed necessary.

9. No mobilization advance will be allowed under any circumstances.

10. No interest on Earnest Money deposited by the tenderer and the security deposit (which will be deducted from the bill of the contractor) will be allowed under any circumstances.

11. No claim, whatsoever, for delaying payment, if any will be entertained. Bidders are requested to quote their rate accordingly.

12. Conditional /in complete tender will not be accepted under any circumstances.

13. Bids shall remain valid for a period not less than 120 (one hundred twenty) days from the last date of submission of Financial Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

14. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
15. The undersigned, reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
16. Before issuance of the supply order, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false, in that case, work order will not be issued in favour of the said Tenderer under any circumstances.
17. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:-
 - a) Tender Form (WBCADC Form No.-102)
 - b) N.I.T.
 - c) Special Terms & Conditions
 - d) Technical Bid and
 - e) Financial Bid
 - f) Technical Specification
- 18) **Administrative Secretary, WBCADC/Dy. Project Officer or Officer in Charge of concerned CADC Project/ Programme Coordinator, KVK, Sonamukhi will play the role of Project Engineer/ Project Director/ Dy. Project Director, WBCADC/ T.O., KVK (as applicable) for imposition of different clauses and for other works narrated in enclosed Tender Form.**
19. **Qualification Criteria:**

The tender inviting and Accepting Authority through a “Tender Evaluation Committee” will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

 - (a) Financial Capacity
 - (b) Technical Capability.
 - (c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in (Sl no.-6) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder/ tenderer will be rejected at any stage without any prejudice.
20. **The Financial Bid/Offer of the prospective tenderer will be considered only if the Technical Bid of the tenderer is found qualified by the Tender Evaluation Committee.**
21. **No. price preference and other concession will be allowed in any circumstances.**
22. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in “**instruction to bidders**” stated in Section – ‘A’ before tendering the bids.
23. On receipt of intimation from the appropriate authority, earnest money deposited by the unsuccessful tenderers will be refunded from the office of the undersigned. The earnest money of the tenderers other than 03(three) lowest tenderers will be refunded within 10(ten)

Days after the comparative statement of rates obtained has been prepared checked and approved by the competent authority. The earnest money of 02(two) lowest tenderers out of 03(three) will be refunded within 07(seven) days after issuance of supply order to the lowest tenderers.

24. In case of successful tenderers, the deposited earnest money will be converted into Security Deposit/ Performance Security and will be refunded from the office of the undersigned, after successful completion of Guaranty obligation period.
25. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of bids, cost of bidding shall not be reimbursed by the Corporation. The undersigned reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any tenderer at the stage of bidding. Cost of tender documents (tender fees) submitted by the participant tenderers are non-refundable.
26. It must clearly be understood that the value of work and quantity of works as indicated in above and in the departmental schedule are approximate only and may be appreciably decreased/ increased at the desires of the Project authority during the actual execution. The contract shall remain unaffected by such deviation.
27. If the day on which the tender is due has been or is declared a closed holiday of Government offices under the Govt. of West Bengal, the offer shall remain open for acceptance till the same hour of the next working day.
28. Canvassing in connection with the tender is strictly prohibited and the tenderer who resorts to this will render his tender liable to rejection.
- 29. No extra cost will be allowed beyond the tendered amount (awarded cost) for any work as per Order No. 1M-03/16/1039-R/PL Dated- 28th November, 2019 of the Additional Chief Secretary to the Government of West Bengal, Public Works Department.**
- 30. The bidder will have to invest a minimum cash up to the 30(Thirty) % of the contract price of work during the implementation of the work. Progress bills will be paid accordingly.**
- 31. SECURITY DEPOSIT/ PERFORMANCE SECURITY:-**
The Employer shall retain 01(one) % as Security Deposit/Performance Security of the gross amount due to the contractor from each payment/R.A. bill (including Final bill). The total Security Deposit/ performance Security [01(one) % as deducted from different R/A & Final bills and the **Earnest money of the successful bidder converted to Security Deposit/ performance Security**] will be repaid to the contractor only successful completion of Defect liability/Guarantee obligation period (as per Order No. 5784-PW/L&A/2M-175/2017, dated-12.09.2017 of the Principal Secretary to the Government of West Bengal, Public Works Department together with the Notification issued from this office under memo no.- 100/003/24/02/Part/1302, dated- 06.08.2021.) and the Engineer in Charge has certified that the contractor has satisfactorily carried out all rectification work, if any, as per contract. **In case of successful bidder, who during our scrutiny was also found eligible for non submission of Earnest Money along with his tender, 2% of “Contract Price” of the work will have to be submitted by him before execution of Agreement in the form as per direction to be set in the Letter of acceptance within the specified time limit as Performance Security.**

If the said rectification is not carried out by the contractor, the Employer will free to carry out such rectification work and the Amount required for the same would be recovered from the amount of Performance Security available with the Employer and or from any amount of the contractor whatever is due.

32. The Defect Liability Period/Guarantee obligation period of the work should be calculated from the completion date as per Order No. 5784-PW/L&A/2M-175/2017, dated-12.09.2017 of the Principal Secretary to the Government of West Bengal, Public Works Department.
33. Cost of any materials supplied departmentally or by the contractor will be considered for preparing the R/A, final bill and deduction of IT & GST along with other taxes & duties as per norms in vogue will be made from the bills of the contractor. 1% Building and other Construction Workers' Welfare Cess will also be deducted from the progressive/Final bills of the contractor.
34. The rate offered by the bidders should be included GST, Labour welfare cess, Royalties, transportation up to location, loading and unloading, insurance and all taxes and duties with all incidental charges.
35. As there is no provision for Pre-bid meeting in the NIT, all doubts/queries(if any) may be sent in wbcadc.engg@gmail.com for clarification or intending bidders may contact Engineering Section of this office at the above cited address within the bid submission period (Contact Nos. 9432489274/9433321437).
36. Tenderers should also study carefully the content of N.I.T. and other tender documents before Submission of the tender in order to be conversant with the provision stipulated in the N.I.T., Tender form, Special terms & conditions, technical specification etc. Subsequent ignorance of terms and conditions of the N.I.T. and other tender documents shall not constitute a ground for preferring a claim of any nature.
37. **In the event of acceptance of Lowest Rate, no multiple Lowest Rates will be considered for acceptance by the Department. In such cases, the Tender will be cancelled. This is in accordance with the memo no. 5696-F(Y), dated- 01.10.2019 of Finance Department, Audit Branch issued by Additional Chief Secretary to the Government of West Bengal.**
38. This N.I.T. shall form a part of the contract document.

Memo No. 108/004/01/01/Part/ 1914/1(6)

Sd/-
Administrative Secretary
WBCADC
Dated- 03.06.2022

Copy forwarded for information and necessary action to: -

1. The Officer In Charge, WBCADC, Nalhati-I Project
2. In-Charge, Engg. Cell, WBCADC ,(H.Q).
3. In-charge, Accounts Section, WBCADC, (H.Q.)
4. In Charge, Electrical & Mechanical Engineering, WBCADC, (H.Q.)
5. Office Notice Board WBCADC, (H.Q).
6. P.A. to the Administrative Secretary, WBCADC, Kol-64

Sd/-
Administrative Secretary
WBCADC

**WEST BENGAL COMPREHENSIVE AREA DEVELOPMENT
CORPORATION**

6A, RAJA SUBODH MALLICK SQUARE (9 th floor)
CALCUTTA- 13

CONDITIONS OF CONTRACT

1. The person/ persons whose tender may be accepted, shall within seven days(not exceeding 10) deposit with the PROJECT DIRECTOR/ EXECUTIVE VICE CHAIRMAN, W.B.C.S.D.C./ Project Engineer/ Deputy Project Director, WBCADC/ Training Organiser, Krishi Vigyan Kendra, in cash a sum which with the earnest money already deposited will be equivalent to (10) ten percent of the total estimated cost of the materials to be supplied under the contract, as security for the due performance of the Executive Vice Chairman/ Project Director/ Project Engineer/ Deputy Project Director, WBCADC/ Training Organiser, Krishi Vigyan Kendra, of equivalent value at the current market rate may be deposited in lieu of case for the same purpose. All damages payable by the Contractor under the terms of his contract may be deducted by the Project Director/ Project Engineer/ Executive Vice Chairman/ Deputy Project Director, WBCADC/ Training Organiser, Krishi Vigyan Kendra, from or paid by the sale of a sufficient part of, this security deposit or from the interest of any such Government Security, or from any other due, or which become due, to him by the W.B.C.D.C., K.V.K.

2. The Contractor is to deliver the materials on or before the dates mentioned in the tender. Failing which he shall be bound to pay or allow 1% on the total amount of the contract for everyday not exceeding ten days that the Contractor shall exceed the time for delivery as and by way of liquidated damages. Provided, however, that the Project Engineer/ Project Director/ Deputy Project Director, W.B.C.A.D.C./ Training Organiser, Krishi Vigyan Kendra, may in his direction, reduce, in such cases as he may think fit, the said amount to such smaller amount as he may decide and his decision in writing in that respect shall be Final.

3. In every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days, the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.A.D.C./ Training Organiser, Krishi Vigyan Kendra, shall have power either to annul the contract altogether, or to have the supply completed without further notice at the contractor's risk and expense, as he may deem best suited to the interests of Corporation, and the Contractor shall have no claim to Compensation for any loss that he may incur in any way.

4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he apply in writing to the Project Engineer/ Project Director/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, who shall grant it in writing if reasonable grounds be shown for it, and without such written authority of the Project Engineer/ Project Director/ / Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, applied for and obtained prior to the expiry of the original data provided for in the tender, the Contractor shall not claim exemption from the fine leviable under Clause-2.

5. The Contractor shall give notice to the Project Engineer/ Project Director/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, of his intention of making delivery of materials, and, on the materials being approved, a receipt shall be granted to him by the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, and no material will be considered as delivered until so approved.

6. On the completion of the delivery of materials, the contractor shall be furnished with a

Certificate to that effect, but the delivery will not be considered complete until the Contractor shall have removed all rejected materials and shall have approved materials stacked of place in such position as may be pointed out to him.

7. The material shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra,

8. In the event of the material being considered by the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, to be inferior to that described in the specification, the Contractor shall on demand in writing, forthwith remove the same at his own cost, and in the event of his neglecting to do so within such period as may own charge and cost, and in the event of his neglecting to do so within such period as may be named by the the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, that Officer may have such rejected material removed at the Contractor's risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due, to the Contractor, material removed at the Contractor's risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due, to the Contractor.

8a. If it shall appear to the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, or any of his subordinates in-charge of the work that any material, tools and plants, pump sets and spares, GI or MS pipes, brass strainers, filters, RCC pipes etc. supplied by the contractor are of sub-standard quality, unsound/ imperfect and not in accordance with the provision of clause-7 of this contract, the contractor shall on demand in writing from the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, identifying the materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for forthwith rectify or replace in whole or in part as the case may require and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra in his demand aforesaid, then the contractor shall be liable to pay compensation of the rate 1% on the amount of the estimate for everyday not exceeding ten days while his failure to do so shall continue and in the case of any such failure, the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra may rectify, remove, and replace the materials or articles complained of or the case may be at the risk and expense in all respect of the contractor.

9. In the Contractor or his work people break or deface any building, road, fence, enclosure or grass land, or his cultivated land, he shall make good the same at his own expense, and in the event of his own expense, and, in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, who, shall deduct the cost from any sums due, or which may become due, to the contractor.

10. The contractor shall supply at his own expense all tools, plant and implements, required for the due, fulfillment of his contract, and the materials shall remain at his risk till the date for final delivery unless it shall have been in the meantime removed for use by the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C. / Training Organiser, Krishi Vigyan Kendra.

11. This contract shall not be sublet without specific order from W.B.C.A.D.C./ K.V.K. in respect of a specified Sub-contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

12. The decision of the Project Engineer for the time being shall be final, binding & conclusive on all question relating to the meaning of the specification.

13. The Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser,

Krishi Vigyan Kendra, shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications drawings, designs and instructions, that may appear to him to be necessary or advisable during the course of supply of the materials & the contractor shall be bound to supply the materials in accordance with any instructions which may be given in writing signed by the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, and such alternations, omissions, additions or substitutions shall not invalidate the contract: and any altered, additional or substituted materials which the Contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the Contractor on the same conditions in all respects on which he agreed to do the main works and at the same rates as are specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered , additional or substituted materials include may class of materials, for which no rate is specified in this contract then such class of materials shall be supplied at the rates entered in the schedule of rates of P.W.D., Government of West Bengal enforced for the district, which was in force at the time of the acceptance of the contract: and if such class of materials are not entered in the said schedule of rates, then the Contractor shall within seven days of the date of his receipt of the order of supply the materials, inform the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, of the rate which it is his intention to charge for such class of materials and if the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra, does not agree to his rate he shall, by notice in writing, be at liberty to cancel his order to supply such class of materials & arrange the supply thereof in such manner as he may consider advisable, provide always that if the Contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixes by the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organiser, Krishi Vigyan Kendra. In the event of a dispute the decision of the Project Engineer of the Corporation shall be final.

TENDER FOR THE SUPPLY OF MATERIALS

*The undersigned do hereby tender for the supply of the materials described in the following specification, subject to the conditions hereinto annexed

Description of Specification of Materials to be Supplied	Total quantities of each to be supplied	Places at which to be delivered	Quantities to be delivered at each place	Dates by which delivery at all places must be Completed	Rate at which articles are to be supplied, inclusive of every demand	Unit	Total cost of each articles, inclusive of every demand	REMARKS
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Tender accepted on behalf of the Executive Vice-Chairman, WBCADC

Should this tender be accepted (a) I/ We do hereby agree to abide and fulfill all the terms of the above specification and all the conditions of contract annexed hereto or, in default thereof to forfeit and pay to the WBCADC, or his successor the penalties or sums of money mentioned in the said conditions.

Signature of the Officer by whom the Tender is accepted

The sum of Rs _____ in currency notes is herewith forwarded as earnest money to be absolutely forfeited to the said Corporation or his successors should (a) I/ We not deposited the Full amount of security in accordance with the clause-I of the conditions of contract in the event of this Tender being accepted.

Dated
The

Signature

Address

Signature of witness to Signature of Tender

Date 19
The

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. In the event of the tender being submitted by a Firm, it must be signed separately by each member thereof, or, in the event of the absence of any Partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so.
2. Receipts for payments made to a Firm must be signed by the several Partner, except in the case of well known and recognized Firm, and except where the contractors are described in their tender or contract as a Firm.
3. All tenders received will be opened by the Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organizer, Krishi Vigyan Kendra at the time specified in the presence of any tender who may be at the said office, at the time of opening of tenders.
4. The Project Director/ Project Engineer/ Deputy Project Director, W.B.C.D.C./ Training Organizer, Krishi Vigyan Kendra reserves the right to reject any or all of the tenders without assigning any reason & to accept any tender in whole or in part.

SECTION-A
INSTRUCTION TO BIDDERS

A. General guidance for Tendering

Instructions/ Guidelines for submission of the tenders have been annexed for assisting the tenderers to participate in Tendering.

A.1 Collection of tender documents

a) The tender documents may be downloaded through the website www.wbcadc.com. Hard copies in this regard would be provided by this Office on application.

b) **Submission of Tenders:**

The Tenders are to be submitted off line in original only (downloaded copies in case of on line collection)in sealed envelopes as described below:

The Tenderers should submit their tenders in the place mentioned in sl.no. 5(b) of this NIT in the Form of two envelope system within the specified date & time limit mentioned in sl.no.1(g) of this NIT in the manner described herein under without which the tender is liable for rejection.

A.1. 1. Technical Proposal:

The Technical proposal should contain the followings in two covers (folders).

A.1.1.1. Statutory Cover Containing the following documents: A. Technical Document

- (i) **Prequalification Application (Sec-B, Form – I). (Details of EMD & Cost of Tender documents should in variably be mentioned in the Pre-qualification application.)**
- ii) Demand Draft / Bankers Cheque/ authenticated copy of RTGS/NEFT/CBS towards earnest money (EMD) as prescribed in the NIT [sl .no. 1(e)] drawn in favour of WBCADC payable at Kolkata.

In case of non submission of earnest money authenticated copy/copies of documentary evidence/Govt. order etc, in support of the entitlement of the tenderer for exemption to deposit any earnest money for participating in tender should invariably be submitted failing which the tender will be treated as informal and liable to be rejected.
- iii) Demand Draft / Bankers Cheque authenticated copy of RTGS/NEFT/CBS towards the cost of tender documents (Tender fees) as prescribed in the N.I.T. [sl.no.1(d)] drawn in favour of WBCADC payable at Kolkata
- iv) Tender Form (WBCADC Form No.-102) (**No rate should be quoted in W.B.C.A.D.C. Form No. - 102.**)
- v) NIT
- vi) Special terms & conditions.

vii) **BOQ (without quoting rate) &** Technical specification of the work.

viii) Instruction to bidders.

B. Non-statutory Cover containing the following documents:

- (i) Attested copy /copies of Professional Tax (PT) clearance certificate(current financial year), Pan Card, IT return for the latest Assessment year, GSTN registration Certificate, **Electrical LT/HT license.**
- (ii) Attested copy /copies of Registration Certificate under Company Act (As applicable).
- (iii) Registered Partnership Deed / Article of Association &Memorandum(As applicable).
- (iv) Registered Power of Attorney (For Partnership Firm / Private Limited Company, (As applicable).
- (v) Registered Clearance Certificate for the Current Year issued by the Assistant Register of Co-Operative Society (ARCS), bye laws are to be submitted by the Registered Labour Co-Operative Society / Engineers' Co-operative Society (As applicable)..
- vi) Proof of financial soundness /capacity from bank or audited balance sheet of previous year or any other proof of financial capacity.
- vii) Proof of technical soundness, in the manner described under sl no 06 of NIT (Eligibility criteria for participating in the tender).
- viii) Affidavit (Ref. - format shown in "X", Section - B)

N.B.: Failure of submission of any of the above mentioned documents as stated in Sl. No. A.1.1.1. and Sl. No. 'B' will render the tenderer liable to be rejected for both statutory & non statutory cover.

Both the statutory and non-statutory cover shall be duly sealed and then be put in a large envelope sealed and super scribed with **Envelope -I (Technical Proposal).**

A.1.2. FINANCIAL PROPOSAL

A.1.2.1. The financial proposal should contain the following document in one cover (folder) i.e. schedule of work.

The cover for Financial proposal shall be duly sealed and super scribed with **Envelope-II (Financial Proposal).**

Both the sealed Envelopes for Technical & Financial Proposal should then be put in a larger 3rd Envelope which should be properly sealed and on which should be superscripted the name of the work and the name of the tender.

Each and every page of tender documents to be submitted along with the tender form as mentioned above shall be duly signed by the tenderer with official seal failure of which the tender shall be liable for rejection.

The tenderer is requested to quote strictly as per the terms and conditions, specification, standards given in the tender document and not to stipulate any deviations. However deviations, if unavoidable, should be indicated in a separate sheet indicating the background against which the deviations are taken.

The rate to be quoted in the Schedule of work under Financial Bid. In case quoting any rate in Tender Form (WBCADC Form No.-102), the tender is liable to be summarily rejected.

RATES TO BE QUOTED

The tenderer should quote in English both in figures as well as in words the rate and amount tendered by him and in such a way that interpolation is not possible.

Filling of tender form and other documents shall clearly and legibly be written and whole writing must be by the hand of person signing tender and with same pen and ink. Failure to do so makes the tender invalid. Erasing or overwriting shall not be allowed. Correction of the said writing should be avoided and if this becomes unavoidable, the entire quotation and not a portion only shall be scored out and signed by the tenderer in token of such cancellation. A fresh quotation shall then be written correctly.

Addenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should write clearly the revised quantities in 'Schedule of Supply' of Tender document and should price the work based on the revised quantities when amendment for quantities are issued in addenda.

- A.1.3. Tender Evaluation Committee (TEC).
- A.1.3.1. Evaluation Committee constituted by the competent authority will function as Evaluation Committee for selection of technically qualified contractors.
- A.1.3.2. Opening & evaluation of tender: If any tenderer is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
- A.1.3.3. Opening of Technical Proposal:
Technical proposals will be opened by the Administrative Secretary, WBCADC and his authorized representatives on date & time schedule mentioned in Sl.No. (1-h) .of this N.I.T.
- A.1.3.4. Intending tenderers may remain present if they so desire.
- A.1.3.5. Cover (folder) for Statutory Documents (Ref. Sl. No. A.1.1.1.) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No.A.1.1.2.) will be opened. **If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.**
- A.1.3.6. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers will be displayed in the Notice Board of this office at WBCADC, HQ, Mrittika Bhavan, Plot no 18/9, Block DD, Sector-I, Salt Lake.
- A.1.3.7. During evaluation, the committee may summon of the tenderers & seek clarification /information or additional documents or 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.

A.1.3.8. Opening of Financial Proposal

The price bid of the eligible tenderers (mentioned in Sl. A. 1,3.6.) will only be opened in a suitable date & time. Such Date & time will be intimate to them in due course. Concerned Tenderers may remain present at the time of opening if they so desire.

A.2 **Penalty for suppression / distortion of facts:**

If any tenderer fails to produce the original copies of the documents (especially Completion certificates and Audited Balance Sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the submitted copies from the original, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

A.2.1. **Rejection of Bid:**

Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without there by incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

A.2.2. **Award of Contract**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance. The notification of award will constitute the formation of the Contract. The Agreement in WBCADC Form No. - 102 will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & Schedule of work will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost [Rs 800.00.(Rupees eight hundred) only]through Demand Draft / Banker's cheque issued from any nationalized /scheduled bank in favour of the WBCADC, payable at Kolkata or through RTGS/NEFT/CBS in State Bank of India, Account No 10263261979, IFSC No SBIN0001612 in favour of WBCADC within time limit to be set in the letter of acceptance. The agreement should be executed in non judicial stamp paper of appropriate value as per standard format included in this NIT. Failing to comply of the above within the specified time, the contractor shall render his contracts liable to termination with forfeiture of earnest money.

In General, acceptance of offer will be made on overall cost basis. However, the undersigned reserves the right to reject or accept any offer under any circumstances.

A.2.3 **SUPPLEMENTARY/SUBSTITUTE ITEMS:**

In case of the Supplementary/substitute items, which do not appear in the Schedule of work (SOQ), such items shall be paid at the rates entered in the P.W. Department's schedule of Rates applicable at the date of acceptance of the tender.

If the rates of such Supplementary/substitute items are not found in the said P.W. Department's schedule, the same shall be determined by analysis on the basis of prevailing market rates. Contractor's profit and overhead charges (both together) at 12.5% (twelve point five per cent) will be allowed. The contractual percentage will not be

applicable in this case. However, the decision of the Employer in this context is final and binding to the contractor.

Additional cost involvement of the supplementary tender / substitute Supplementary tender shall not be more than 10% (ten per cent) of the tender amount / contract value accepted provided that total work value together with the Supplementary tender / substitute Supplementary tender (along with excess work if any) shall not be exceed the awarded cost/tendered amount.

The Employer: - is Administrative Secretary, WBCADC, The West Bengal Comprehensive Area Development Corporation, Mrittika Bhavan, Plot no.-18/9, sector-I, Salt lake, Kolkata-64 for the purpose of invitation and evaluation of tender, agreement with the successful bidder, issuance of work order and release of payment for execution of work and other related dues in this regard.

For the purpose of day to day supervision recoding of measurement in MB's and other associated process, the Employer is Officer In Charge, WBCADC, Nalhati-I Project. Over and above, officials authorized by the Administrative Secretary, WBCADC/Officer In Charge, WBCADC, Nalhati-I Project, may visit work site time to time for inspection of the work as would be required.

Sd/-
Administrative Secretary
WBCADC

SAMPALE FORMAT FOR EXECUTION OF AGREEMENT BY THE SUCCESSFUL BIDDER(TO BE FURNISHED IN NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE):-

Standard Form of Agreement

Agreement

This agreement made on the day of ,22 between **The Administrative Secretary, West Bengal Comprehensive Area Development Corporation, (Address of concerned Project/ KVK)** (hereinafter called “The Employer”) on one part and

.....
(hereinafter called “The Contractor”) on the other Part.

Whereas the Employer is desirous that the Contractor execute work for Supply of 20 KVA(16 KW) Sound proof Diesel generating set Comprising of 3 ph, 415 V, 1500 rpm ,50 HZ. AC Generator, directly coupled with liquid cooled diesel Engine 25.5 BHP mounted on a common base frame **at WBCADC, Nalhati-I Project, for NIT no. 17/2022-23 Dated- 03.06.2022** (hereinafter called “the Works”) and the Employer has accepted the Bid by the contractor for the execution and completion of such works and the remedying of any defects therein at a cost of **Rs. (Rupees in word)** only which is tender amount of Rs..... (Rupees in word) only.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of execution and completion of the Works and remedying the defects wherein the Contract Price or such other sum as may be payable under provisions of the Contract at times and in the manner prescribed in the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - i. Letter of Acceptance:
 - ii. Notice to proceed with the works:
 - iii. Contractors Bid:
 - iv. Contract Data:
 - v. Special Conditions and General Conditions of Contract:
 - vi. Specifications:
 - vii. Drawings:
 - viii. Bill of Quantities and
 - ix. Any other document listed in the Contract Data

In witness where of the parties thereto have caused this Agreement to be executed the day the year first before written. Signed, Sealed and Delivered by
 Binding Signature of Employer : WEST BENGALL COMPREHENSIVE AREA
 DEVELOPMENT CORPORATION

Administrative Secretary
 WBCADC

Binding Signature of Contractor :
 (Name and Address) :

In the presence of

- 1)
- 2)

SECTION – B
FORM – I
PRE-QUALIFICATION APPLICATION

To
Administrative Secretary
WBCADC
Plot no 18/9, Block-DD
Sector-I
SakltLake

Ref : Tender for Supply of 20 KVA(16 KW) Sound proof Diesel generating set Comprising of 3 ph, 415 V, 1500 rpm ,50 HZ. AC Generator, directly coupled with liquid cooled diesel Engine 25.5 BHP mounted on a common base frame at WBCADC, Nalhati-I Project.

(Ref. N.I.T. No. 17/2022-23, dated- 03.06.2022)

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.T. documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of..... in the capacityduly authorized to submit the offer.

Details of EMD.....

Details of Cost of Tender documents.....

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work given in Enclosure to this letter. We understand that:

- (a) Tender Inviting & Accepting Authority can amend the scope & value of the contract bid.
- (b) Tender Inviting & Accepting Authority reserves the right to reject any application without assigning any reason.

Enclosure(s):

- 1. Statutory Documents.
- 2. Non Statutory Documents.

Date:

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

SECTION – B

AFFIDAVIT – “X”

**(To be furnished in Non – Judicial Stamp paper
of appropriate value duly notarized)**

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under- signed.

2. The under-signed also hereby certifies that neither our firm M/S.....
..... nor any of constituent partner had been debarred to participate in tender by the West Bengal Comprehensive Area Development Corporation during the last 5 (five) years prior to the date of this N.I.T.

3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.

4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department agrees to furnish any such information at the request of the Department.

5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date:

Section – C

SPECIAL TERMS AND CONDITIONS

1. The tenderer should mention clearly the brand name of the materials which he intends to supply as per rate offered by him in BOQ.

2. Terms of Payment:-

In general 97% of the total value of the implements will be released after satisfactory supply and necessary testing of 20 KVA(16 KW) Sound proof Diesel generating set Comprising of 3 ph, 415 V, 1500 rpm, 50 HZ. AC Generator directly coupled with liquid cooled diesel Engine 25.5 BHP mounted on a common base frame in presence of the representative of the undersigned & Project including submission of test certificates as applicable. Rest 3% will be released by the undersigned only after fulfilling the guarantee obligation period successfully by the supplier.

4. Guarantee Obligation:

It shall be of 12(twelve) months from the date of the successful supply of the implements or otherwise specified by the manufacturer/ Distributor/Dealer and duly approved by the authority. In the event of any manufacturing defect of the implements arising out of faulty design/ inferior quality of the raw materials and bad workmanship within the guarantee period, the supplier shall guarantee to replace or repair to the satisfaction of the purchaser the defective parts at site free of any cost to the purchaser. In case if it is not possible to rectify/replace the same at site, the defective equipments/parts shall be taken back by the supplier to its service station at its cost and the same should be returned back after necessary rectification /replacement at its cost by the supplier itself. In such case, total procedure should be completed within 15(fifteen) days from the date of information of the defect. If the supplier fails to do so within 15(fifteen) days, the undersigned reserves the right to effect repair or replacement of the defective part and recover charges for the said repair/replacement from the supplier.

5. Free Servicing

There should be at least 2(two) free services of the machines within the guarantee period or otherwise specified by the manufacturer duly approved by the authority.

6. Before submission of tenders, the supplier should verify from the market about availability of the materials and in no case extension of time will be generally considered on this ground.

7. All risks on account of railway or roads carriage including loss and damage (if any) will have to be borne by the supplier.

8. Change of Address:-

If there be any change of original postal address (mentioned at the time of tender) during the execution and finalization of the supply that should be communicated to the authority within 7(seven) days from the date of such changes.

Sd/-
Administrative Secretary
WBCADC

Section- D

**SOQ & Technical Specification for Supply of 20 KVA(16 KW) Sound proof Diesel generating set
Comprising of 3 ph, 415 V, 1500 rpm ,50 HZ. AC Generator, directly coupled with liquid cooled diesel
Engine 25.5 BHP mounted on a common base frame at WBCADC, Nalhati-I Project**

Sl no	Description of Item	Quantity	Unit	Rate to be quoted(Rs)	Amount(Rs)
1	20 KVA (16KW) Sound proof Diesel generating set Comprising of 3 ph, 415 V, 1500 rpm, 50 HZ. AC Generator directly coupled with liquid cooled diesel engine 25.5 BHP mounted on a common base frame complete with the followings: i) Capacity of Fuel tank- 65 ltrs. ii) 20 KVA 3 Phase AMF Control Panel- 1 set (included in the set) iii) CPCB - II approved sound Proof canopy (included in the set) iv) Battery with Leads - 75 AH v) AVM Pad-Included vi) Residential silencer- Included vii) First fill up of Lubricant oil- Included	01 no.	Each		

NOTE-

- 1. The rates mentioned under items of supply are inclusive of GST, Labour welfare cess, Royalties, transportation up to location, loading & unloading, insurance and all taxes and duties with all incidental charges.**
- 2. On receipt of letter of acceptance, the successful bidder should have to provide detail foundation drawing of the DG set to this office preferably under cover of an official communication.**

Date

Signature of Bidder
With Seal