



West Bengal Agro Industries Corporation Ltd.

(A Govt. Undertaking)

Registered Office: 23B, Netaji Subhas Road, 3rdFloor, Kolkata – 700 001

CIN: U29211WB1968SGC027349Ph: 2230-2314/2315 FAX : 2230-0156

E-mail: wb_agro@vsnl.net website: www.wbagroindustries.com

Ref No. AIC/AED/NIeT-23/20-21/GM/145

Dated: OLKATA, 13th July 2020

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No. AIC/AED/NIeT-23/2020-2021

Of The General Manager

W.B Agro Industries Corporation Ltd. Kolkata.

1.0 INVITATION

The General Manager, Agri-Engineering Division, W.B. Agro Industries Corporation Ltd. Kolkata invites Tenders from the eligible and resourceful tenderers having sufficient credential and financial capability for the construction works mentioned below through e-tenders for execution of the works of as mentioned below: -

Statement of Works:

Gr. No	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Tender Cost(Rs.)	Period of Completion	Name of Concerned office	Eligibility of Contractor
1.	Construction of Supplying, Installation & Commissioning Of 310 Nos. 18 Watt LED Based Solar Street Light Specification: SPV Module : 100 WP, Battery: 12V 75AH, Pole: 6 Mtr. (G.I)as per annexure A to G	Rs.89,51,604/- (Rupees- Eighty nine lakhs fifty one thousand six hundred four only)	Rs.179050/- in favor of "West Bengal Agro Industries Corporation Limited"	Rs. 8500/-	3(Three) months from the date of Work order.	Murshidabad	Bonafide Contractors of Govt./Public sector Undertakings & Registered Labour Co-Operative Societies with necessary credential

In the event of e-filing, intending bidder may download the tender documents from the website [http:// wbtenders.gov.in](http://wbtenders.gov.in) directly with the help of Digital Signature Certificate. Scanned copy of Earnest Money is to be submitted in the shape of Demand Draft on any scheduled Indian Bank which is approved by the Reserve Bank of India and drawn in favor of 'West Bengal Agro Industries Corporation Limited' payable at Kolkata should be documented through e-filing.

The requisite tender cost must be submitted in cash to the General Manager and receipt of it should be uploaded.

The Original drafts of Earnest Money Deposit (EMD) and copy of receipt of payment for tender cost should be submitted physically to The General Manager, W.B. Agro Industries Corporation Ltd. Kolkata under sealed cover on the scheduled date and time, failing which the tender will be treated as informal. If work order is issued after 90 days, the EMD should be replaced accordingly.

Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in> as per scheduled date & time. The documents submitted by the bidders should be properly indexed & self-attested with seal.

Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Date and Time Schedule as stated below.

The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the 'Tender Committee' of the West Bengal Agro Industries Corporation Limited. The decision of the 'Tender Committee' will be final and binding on all concerned and no challenge against such decision will be entertained.

The list of Qualified Bidders will be displayed in the website on the schedule date and time.

Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	14.07.2020 after 6.00 PM
2	Documents download start date (Online)	14.07.2020 after 6.30 PM
3	Documents download end date (Online)	27.07.2020 upto 6:00 PM
4	Prebid meeting to be held at Office of the W.B. Agro Industries Corporation Ltd., 23B Netaji Subhas Road, 3 rd . Floor, Kolkata.	23.07.2020 1:00 P.M.
5	Bid submission start date (On line)	15.07.2020 after 9:00 AM
6	Last Date of submission of hard copies for EMD and receipt of tender cost (Offline)	30.07.2020 upto to 11.30 AM
7	Bid Submission closing (On line)	27.07.2020 upto 6:00 PM
8	Bid opening date for Technical Proposals (Online)	30.07.2020 at 11.30 AM
9	Date of uploading list for Technically Qualified Bidder (online)	TO BE NOTIFIED LATER
10	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any.	TO BE NOTIFIED LATER
11	Date for opening of Financial Proposal (Online)	TO BE NOTIFIED LATER

2.0 Eligibility criteria for participation in the tender:

Resourceful Bonafide Contractors of Govt./Public sector Undertakings & Registered Labour Co-Operative Societies having credential during the last 5 (five) years from the date of issue of this Notice at least one work of similar nature in the magnitude of 40% (forty percent) of the estimated amount put to tender under authority of State / Central Government, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government. The tenderer must submit a copy of single work payment certificate or work completion certificate, as the case may be, from competent authority in any financial year during the last five financial years in this respect Works means project work.

[Non-statutory documents]

2.10 The financial soundness shall be judged on the basis of the solvency certificate issued by the Bank on the format prescribed in Annexure-I Section-B. The bankers certificate in this respect issued before 01.07.19 will not be considered.

[Non-statutory documents]

2.20 PAN Card, GST Registration Certificate, P.T. Deposit Challan for the year 2020-2021, are to be accompanied with the Technical Bid Documents.

[Non-statutory documents]

2.30 An Affidavit as per given format is non-judicial stamp paper of Rs. 100/- duly certified by a Notary should be submitted by the participant that he/they is/are not barred/delisted/blacklisted by Govt./Undertaking (Govt.) during last 5 (five) years. (A declaration in this respect through affidavit as per the format given in Affidavit-Y

Section-b has to be furnished by the prospective bidders without which the Technical bid shall be treated as non-responsive.)

[Non-statutory documents]

- 2.40** Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted.
The company shall furnish the Article of Association and Memorandum.

[Non-statutory documents]

- 2.50** Registered Labour Co-operative Societies are required to furnish valid Bye Law, valid certificate from A.R.C.S. along with other relevant supporting papers.

[Non-statutory documents]

- 2.60** Joint Ventures will not be allowed.

- 2.70** A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.

- 2.80** Payment shall be released on receipt of payment by the Corporation from the Ordering Authority.

- 2.90** Concerned Statutory deductions, if any, will be deducted from the Contractor's bill. Tax/Cess/Levis etc as applicable from time to time will be deducted as per norms.

- 2.10** No mobilization advance and secured advance will be allowed.

GENERAL TERMS AND CONDITIONS

1.0 Earnest Money

1.1 Exemption from earnest money deposit: -

Necessary specified exemption from deposit of Earnest Money will be allowed SSI Units located in concerned District as per prevailing rules and conditions subject to producing documentary evidence of proof for such exemption from depositing Earnest Money.

1.2 Refund of Earnest Money deposit

The Earnest Money of all the unsuccessful tenderers will be refunded by the Executive Engineer within 30 days from the date of finalization of the tender on receipt of application from tenderers.

Incase of Successful Tenderer, the Earnest Money deposit will be released after 180 days counted from the date of completion of the work. No interest on earnest money will be paid by this Corporation

1.3 Forfeiture of Earnest Money Deposit

Earnest Money deposit is liable for forfeiture in the event of:

- a) Withdrawal of offers while offers are under consideration during the validity period.
- b) Non acceptance of work order.
- c) Non execution of Agreement within the stipulated time, after receiving the work order.
- d) Any unilateral revision made by the Tenderer during the validity period of the offer.

2.0 Execution of agreement:

A Deed of Contract shall have to be executed against each Work Order within seven days from such work order on Non-Judicial Stamp Paper of Rs. 20/- (Rupees Twenty) only. 5.0(five point zero) % of the ordered value plus GST shall also be deposited as Administrative charges in the form of Bank draft drawn in favour of 'West Bengal Agro Industries Corporation Limited' at the time of agreement.

3.0 Payment of Bill:

- a) Payments will be released to the Contractor on receipt of the same from the concerned Ordering Authority i.e. on back-to-back basis.
- b) Security deposit (10%) will be admissible for refund after twelve months from the date of satisfactory completion of the successful work. Any defect arising during the period the Contractor has no replace the same at his own cost.

3.1 Security Deposit:

Retention money towards performance Security amounting to 10% (*ten percent*) of the value of the work shall be deducted from the running account bill of the tenderer. No interest will be paid on Security Deposit.

4.0 Responsive Tenderer:

Tender fulfilling all conditions and criteria set forth and qualifying in Technical Bid as well as making submission of Financial Bid in stipulated manners shall be considered responsive.

5.0 Quoting of Rates in the BOQ

- a. Tenderer shall have to quote Rate / Price in the cells provided in the BOQ and should fill all cells of a particular row.
- b. All Tender prices shall have to be quoted in BOQ inclusive of every demand for delivery up to destination basis.
- c. The price should be firm, final, and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, component, labour cost etc. and any change of statutory levies till the completion of the work as per order. The intending bidders are required to quote and submit the Rates (on final destination basis inclusive of all demands) on-line only. No off-line Tender will be entertained.

6.0 Rate Validity

The rate should be valid for a period less than 90 (ninety) days from the last date of submission of Financial Bid.

7.0 Evaluation of Tenders for qualifying in Technical Bid

All Tenders will be evaluated and compared on the basis of non-statutory & statutory documents.

8.0 All materials shall be of specified grade and quality and manufactured accordingly and shall be procured and supplied by the agency at their own cost including all taxes.

9.0 Bid shall remain valid for a period not less than 90 (*ninety*) 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.

10.0 If any defect / damage is found during two years of completion of work as mentioned above, the Contractor shall make the same good at his own cost to the specification at par. On failure to do so, penal action against the contractor will be imposed by the Department as deem fit. The Contractor may quote his rate considering the above aspect.
Refund of Security Deposit will only be made after successful maintaining of appropriate service level of the work as mentioned above for 24 months from the date of completion of the work.

11.0 The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Corporation. The General Manager, Agri-Engineering Division, W.B. Agro Industries Corporation Ltd. Kolkata 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.

12.0 Refund of EMD: The Earnest Money of all the unsuccessful tenderers will be refunded by the Executive Engineer within 30 days from the date of finalization of the tender on receipt of application from tenderers.

- 13.0** Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in '**Instructions to Bidders**' stated in Section – 'A' before tendering the bids.
- 14.0** Conditional / Incomplete tender will not be accepted under any circumstances.
- 15.0** The intending tenderers are required to quote the rate *online*.
- 16.0** 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.
- 17.0** The General Manager, Agri-Engineering Division, W.B. Agro Industries Corporation Ltd. Kolkata reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 18.0** If there be any objection regarding prequalifying the Agency that should be lodged on line to the Chairman of Tender Committee within 2 (*two*) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.
- 19.0** Before issuance of the work 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 incorrect/manufactured/fabricated in such cases the eligibility of the bidder/bidder will be out rightly rejected at any stage without any prejudice under any circumstances and no claim in this respect will be entertained.
- 20.0 Qualification criteria:**
The tender inviting and Accepting Authority through a "Tender Committee" will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:
- i)** Financial Capacity
 - ii)** 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 (i) & (ii) 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.
- 21.0** Escalation of Price on any ground and consequent cost overrun shall not be entertained under any circumstances. Rates should be quoted accordingly.
- 22.0** No. price preference and other concession will be allowed.
- 23.0 Force Majure**
The Tenderer shall not be the liquidated damages when his failure in executing the work within the scheduled period is due to any event beyond the control of the Tenderer, which could not have been foreseen, prevented or avoided.
- 24.0 Time extension against the Force Majure**
Time extension may be granted against force majure on submission of a written prayer/application to the Tender inviting authority.

25.0 Defaults

If the Tender fails to make delivery within the time specified or any granted extension period, Tender inviting Authority may by written notice to the Tenderer, terminate the right of the Tenderer to proceed with any or all the remaining part of the contract. Such breach on the part of the Tenderer will result in the forfeiture of Tenderer's security deposit and in addition, the Tender Inviting Authority reserves the right to execute the work from other sources and also to recover any excess cost so involved from the Tenderer besides he shall be debarred from participating in the future tenders of this corporation for the next three financial years.

General Manager
W.B. Agro Industries Corporation Ltd. Kolkata

Ref. No. AIC/AED/NIeT-23/20-21/GM/145

Dated: KOLKATA, 13th July 2020

Copy forwarded for information to: -

I) The Managing Director, W.B. Agro Industries Corporation Ltd., 23-B Netaji Subhas Road, Kolkata-700001.

General Manager
W.B. Agro Industries Corporation Ltd. Kolkata

SECTION – A

INSTRUCTION TO BIDDERS

General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

1.0 Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <http://wbtenders.gov.in>. The contractor is to click on the link for e-Tendering site as given on the web portal.

2.0 Digital Signature Certificate (DSC):

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.

3.0 Collection of Bid Documents:

The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website as mentioned using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4.0 Participation in more than one work:

Normally any tenderer can participate in any or all Groups in a tender.

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

5.0 Submission of Tenders:

Tenders are to be submitted through online to the website as stated in two folders at a time for each work, one in Technical Bid & the other is Financial Bid before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

5.10 If the Tender is made by an individual it shall be signed by the individual in his full name and current address over rubber stamp.

5.20 If the Tender is made by a proprietary firm, it shall be signed by the proprietor in his full name of his firm with its current address over rubber stamp. If the Quotation is made by a firm in partnership, it shall be signed by all the partners of the firm in their full names and current addresses or by a partner holding the power of attorney for the firm for signing the Tender in which case a certified copy of the power of attorney/partnership deed shall accompany the Tender, all over the corresponding rubber stamp.

5.30 If the Tender is made by a limited company or limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the Quotation in which case

a certified copy of power of attorney shall accompany the Tender such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

5.40 All witness and sureties shall be person of status and probity and their full name occupations, addresses shall be stated below their signatures.

5.50 Cancellation of any document such as power of attorney, partnership deed etc. should be communicated forthwith by the Tenderer in writing falling which this department shall have no responsibility or liability for any action on the strength of the said document.

5.60 The Tenderer can participate in any or all the groups as mentioned in the Bid document.

5.70 All signatures in the Tender documents shall be dated.

5.80 Technical Proposal:

The technical proposal should contain scanned copies of the following in two covers (Folders).

(a) Statutory cover Containing the following documents:

- i. Prequalification Application (Sec-B, Form-I)
- ii. Documentary evidence of submission of Earnest Money(EMD) on line as prescribed in the N.I.T. against each Group of work in favour of 'West Bengal Agro Industries Corporation Limited'.
- iii. The NIT with all agenda & corrigendum (download & upload the same Digitally Signed)
- iv. Affidavits-Y (Section-B)

(b) Non-statutory Cover Congaing the following documents:

- i. Professional Tax (PT) deposit receipt challan for the financial year 2020-21, PAN Card,
- ii. GST Registration Certificate.
- iii. Banker's certificate as per Annex-I
- iv. Registration Certificate under Company Act. (if any).
- v. Registered Deed of partnership Firm / Article of Association & Memorandum.
- vi. Power of Attorney (For Partnership Firm / Private Limited Company, if any).
- vii. 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.
- viii. Affidavits (Ref: - format for general affidavit shown in "Y", Section - B)

N.B.: Failure of submission of any of the above mentioned documents as stated in Sl. No. A.5.1(a). and Sl. No. A.5.1(b). will render the tenderer liable to be rejected for both statutory & non statutory cover.

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS
SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non- Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	GST Registration Certificate, PAN, P Tax(Challan) (2020-2021)
B.	Company Detail(s)	Company Detail	Proprietorship (<i>Trade License</i>) Partnership Firm (<i>Partnership Deed, Trade License</i>) Ltd. Company (<i>Incorporation Certificate, Trade License</i>) Society (<i>Society Registration Copy, Trade License</i>) Power of Attorney.
C.	Credential	Credential-1 Credential-2	Any work done & completion certificate which is applicable for eligibility in this tender.

I) Tender Committee

Tender Committee constituted by the highest body of this Corporation will function as Evaluation Committee for selection of technically qualified contractors.

II) Opening & evaluation of tender

If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

III) Opening of Technical Proposal:

Technical proposals will be opened by the Executive Engineer, Agri - Engineering Division, W.B. Agro Industries Corporation Ltd. Kolkata and his authorized representative electronically from the website using Digital Signature Certificate (DSC). Intending tenderers may remain present if they so desire.

- i) Cover (folder) for Statutory Documents (Ref. Sl. No. A.5. (a). will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. A.5. (b). will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.
- ii) Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Committee.
- iii) Summary list of technically qualified tenderers will be uploaded online.
- iv) Pursuant to scrutiny & decision of the Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- v) 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.

IV) Financial Proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate (Presenting Above / Below / At per) online in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

Financial capacity of a bidder will be judged on the basis of information furnished in Section - B.

V) Rejection of Bid:

Tender Inviting Authority 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 thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

Tender Inviting Authority also reserves the right to waive any minor deviation or omission.

VI) 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 accepted bidder shall submit the hard copy of the documents to the tender inviting authority with his acceptance letter of the LOI. Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose, may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.

The notification of award will constitute the formation of the Contract.

The Agreement will incorporate all agreements between the Tender Accepting Authority and the successful bidder. After receipt of Letter of Acceptance, the successful bidder shall have to execute Agreement in duplicate in prescribed form obtainable from this office against requisite cost within time limit to be set in the letter of acceptance along with an undertaking in prescribed manner on a non-judicial stamp paper (to be purchased by the Tenderer) of Rs. 20/- failing which the Tender will be treated as cancelled and concerned earnest money deposited will be forfeited.

General Manager

W.B. Agro Industries Corporation Ltd. Kolkata

(Signature of Tender Inviting Authority)

SECTION – B

FORM – I

PRE-QUALIFICATION APPLICATION

To

The General Manager,
W.B. Agro Industries Corporation Ltd.
23B Netaji Subhas Road, 3rd. Floor.
Kolkata-700 001

Ref : Tender for

(Name of work)

.....

NIeT No. AIC/AED/NIeT-23/20-21/GM/145..... (Group No.) of the
General Manager, W.B. Agro Industries Corporation Ltd. Kolkata

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 capacity

.....duly authorized to submit the order.

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(s) given in Enclosure to this letter.

We understand that:

- i)** Tender Inviting Authority can amend the scope & value of the contract bid under this project.
- ii)** Tender Inviting Authority reserves the right to reject any application without assigning any reason.

Enclosure(s): e-Filing: -

- i)** Statutory Documents.
- ii)** Non Statutory Documents.

Date:

.....

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

SECTION – B

AFFIDAVIT – “Y”

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

- I)** 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.

- II)** The under-signed also hereby certifies that neither our firm M/S
..... nor any of constituent partner had been Barred/Delisted/Blacklisted to participate in tender by the Govt./Undertakings during the last 5 (*five*) years prior to the date of this N.I.T.

- III)** 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 Corporation to verify this statement.

- IV)** The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Corporation.

- V)** 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 – B

FORM – II

STRUCTURE AND ORGANISATION

1. Name of the Applicant :
2. Nationality :
3. office Address :
-
4. Telephone No. :
- i) Fax No. :
- ii) Mobile No. :
- iii) Website :
- iv) E-mail Address :
-
4. PAN No :
5. Constitution :
- Individual
- Sole Proprietorship Concern
- Partnership Firm
- Public Ltd. Company
- Private Ltd. Company
-
6. Name of the person :
- Power of Attorney :
-
7. Name of the Bankers :
- With full address :
-

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

SECTION-B
ANNEXURE-I

FORM OF BANKERS' CERTIFICATE FROM AS SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s./Sri.....having Marginally noted address, a customer of our bank are/is respectable and can be treated as good For any engagement up to a limit of Rs.....(Rupees.....).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers. This certificate is issued on the request of Shri/Smt./M/s.....for participating Tender in WBAIC LTD.

(Signature)
For the Bank

SECTION - C

Special Terms and Conditions

1.0 Terms & Conditions in extended period:

If an extension of time for completion of the work is granted by the Executive Engineer for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated upto the extended period.

2.0 Completion Certificate :

A certificate regarding satisfactory completion of work from the appropriate authority is required for passing the bills. Necessary completion report of the work from the concerned Charge Officer of WBAIC Ltd as well as competent Authority and other relevant documents should be submitted to this Corporation for preparation of bill & payment thereof.

3.0 Photographs :

Pre-work and post work photographs should be submitted along with the relevant bills.

4.0 Co—operative with other agencies, damages and safety of road users:

All works are to be carried out in close co-operation with the Corporation. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, 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 of the adjacent locality, 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.

5.0 Transportation arrangement:

The contractor shall arrange for all means of transport required for carriage and supply of materials and also the materials required for the construction work. The contractor must consider this aspect while quoting rate.

6.0 Contractor's Site Office:

The contractor shall have an office adjacent to the work as may be approved by the Engineer-in-Charge.

7.0 Incidental and other charges:

The cost of all materials, hire charges to tools and plants, labour, Corporation / Municipal fees for water supply, royalty for materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, toll charges, loading and unloading charges, handling chargers, overhead charges and other charges like Sales Tax (Central and/or State), Income Tax, , GST, etc. will be deemed to have been covered by the rates quoted by the contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-Charge of the work. No extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

8.0 Authorised Representative of Contractor:

The contractor may appoint an authorised representative in respect of one or more of the following purpose only.

- i) General day to day management of work.
- ii) To attend measurements when taken by the Corporation Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

The selection of the authorised representative shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative whom he wants to appoint and the specific purposes as specified here-in-above, for which the representative will be authorised.

9.0 Power of Attorney:

The Provision of the power of attorney, if any, must be subject to the approval of the Corporation. Otherwise the Corporation shall not be bound to take cognizance of such power of attorney.

10.0 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, enhanced 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.

11.0 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 floor is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Cement, which is found at the time of use to have been damaged, shall be rejected and must immediately be removed from the site by the contractor as per direction of the Engineer-in-Charge.

12.0 Arrangement of Land:

The contractor will arrange land for installation of his Plants and Machineries, his godown, storeyard, labour camp etc. at his own cost for the execution of the work.

13.0 Use of Government Land:

Before using any space in Government land for any purpose whatsoever, approval of the Competent Authority will be required. 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.

14.0 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 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.

15.0 Sundry Materials:

All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like, pegs, strings, nails, flakes, instruments, etc. and also skilled labour required for setting out the levels, laying out different structures, etc. shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost.

16.0 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 or the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. If this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Assistant Engineer, may do this inspection in respect of minor works and issue order regarding the latter item

17.0 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 Engineer-in-Charge prior to utilization in the work.

will use reputed brand which must be approved by the Engineer-in -charge before use.

18.0 Water and Energy:

The contractor shall have to arrange at his own cost the energy required for operation of equipments and machineries, 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.

19.0 Amenities for contractors:

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for staff & crews, medical aids, etc. are to be arranged by the contractor at his own cost. The cost of transport of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

20.0 Drawings:

All works shall be carried out in conformity with the drawings supplied by the Corporation/Department. The Contractor shall have to carry out all the works according to the Drawings to be supplied by the Corporation/Department from time to time.

21.0 Serviceable Materials:

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to the Department, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.

22.0 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.

23.0 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.

24.0 Idle labour& additional cost:

Whatever may be the reason for claim on 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 not be entertained under any circumstances.

25.0 Charges and fees payable by contractor:

The contractor shall received all notices and pay all fees required to be given or payable to by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the Department free against all penalties and liabilities of every kind for breach of such statute regulation or law.

26.0 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, Engineer-in-Charge of the work may at his discretion, take necessary measure over the contract.

27.0 Commencement of work:

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

28.0 Programme of work:

Before actual commencement of work the contractor shall submit a programme of construction of work.

29.0 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 Tenderer or his work people break or deface any building, road, fence, enclosures or grassland or cultivated land, he shall make good the same at his own expenses, and, in the event of his refusing or failing to do so, the damage shall be repaired by the Corporation and the Corporation shall deduct the cost from any sums due, or which may become due, to the tenderer including security deposit.

30.0 Testing of qualities of materials & workmanship:

All materials and workmanship shall be in accordance with the specifications laid down in the contract. The contractor shall provide 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. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate. In the event of the material being considered to be inferior to that described in the specification, the Tenderer shall, remove the same at his own charge and cost, and in the event of his failing to do so within the period the Corporation reserve the right to remove all such rejected materials at the tenderer's risk and expenses and all

such expenses incurred shall be liable to be deducted from sums due or which may become due, to the Tenderer including security deposit.

31.0 Timely completion of work:

The Tenderer shall complete the work on or before the date mentioned in the tender or within the extended time failing which he shall be bound to pay one percent on the total amount of the contract for every day not exceeding ten days. However, the Corporation may in its discretion reduce the said amount and this decision shall be final and binding on the Tenderer. All damages payable by the Tenderer as may be determined by the Corporation under the terms of this contract shall be deducted by the Corporation from the security deposit of the tenderer or from any other sums due or which may become due to the said tenderer.

In every case, if the contractor fails to complete the work on or before the date mentioned in the tender or within the extended time the Corporation shall have power to complete the work without further notice at the tenderer's risk and expenses, as may be deemed necessary in the interest of the Corporation and the Tenderer shall have no claim to compensate any loss that he may incur in any way.

32.0 Procurement of materials:

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

33.0 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 any claim for any loss or damage on that account.

34.0 Implied elements of work in items:

Except such items as are included in the Specific Priced Schedule of 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 of works are to be deemed as inclusive of the same.

35.0 Damaged cement:

Any cement lying at contractor's custody which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by Engineer-in-Charge at the costs and expenses of the contractor.

36.0 Force Closure:

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

37.0 Tender Rate:

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of item of work.

No conditional rate will be allowed in any case.

38.0 Subletting the Contract :

The tenderer shall not be allowed to sublet the contract without specific order from the Corporation. In the event the tenderer subletting his contract without such permission he shall be considered to have thereby committed a breach of contract and his security deposit alongwith EMD shall be liable to be forfeited by the Corporation and he shall have no claim for any compensation for any loss that may accrue to the tenderer from the materials collected or engagements entered into.

39.0 Additional Conditions:

A few additional conditions under special terms and conditions:

- i) Rate quoted shall be inclusive of clearing site as per direction of the Engineer-in-Charge.
- ii) Rate quoted shall be inclusive of GST, Income Tax and all other duties, if any.
- iii) Display board (Informatory) of is to be provided at the work-site
- iv) The Contractor is to display caution board at his own cost as per direction of Engineer-in-Charge.
- v) Deep excavation of trenches and left out for days shall be avoided.
- vi) Labour welfare CESS will be deducted @ 1% (*one percent*) of gross bill value as per rule.
- vii) Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary GST will be deducted as per rate in force from the bill in addition to other deduction as per extent rule.

40.0 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 whatsoever in this respect will be made to the contractor.

41.0 Working condition:

During execution of work, contractor will remain responsible for providing unhindered passage to traffic on road adjacent to site, providing lighting and guarding arrangement during night for safety and no extra cost will be paid on this account.

It is to be noted that there will not be any electrical facility at work site. Bidder should make his own arrangement for water and the cost for such arrangement shall be deemed to have been included in the rates quoted by the bidder.

Work shall have to be executed in accordance with the rules and regulations in vogue of Government of West Bengal and local authorities.

42.0 Water:

Water shall be potable, free from any harmful chemicals or suspended materials.

43.0 MAINTENANCE PERIOD:

Maintenance period of the work will be for 180 days. During maintenance period the contractor shall rectify all defects which may appear during this period to the satisfaction of the corporation.

44.0 In case of any inadvertent typographical mistake found in the price schedule, the same shall be treated to be corrected as to conform to the prevailing relevant schedule of rates and / or technically sanctioned estimate.

45.0 No female labour shall be employed within the limit of a cantonment.

46.0 No laborer below the age of twelve years shall be employed on the work.

47.0 The contractor must engage local labour as far as possible.

General Manager,
West Bengal Agro Industries Corporation Ltd.