WestBengalTourismDevelopmentCorporationLimited Ph:033-2358-5189
(A Government of WestBengalUndertaking) Fax:033-2359-8292
DG Block, Sector- II, Salt LakeCity,Kolkata-700091 e_mail :tenderwbtdc@gmail.com

Memo. No.220/**Computer No:** 269290 Dated: - 24-06-2021

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No. 21/**WBTDCL OF 2021-22 (Technical)**

E-Tender is invited by Executive Engineer, West Bengal Tourism Development Corporation Limited from the reputed bonafide financially sound contractor having sufficient experience in execution of the following works.

List of Schemes:

Sl. No	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Period of Completion
1.	**Civil work Estimate for Bridal room, Security room and Pargola at Udayachal T L During the financial year 2021-2022**	**47,60,784/-**	**95,216/-**	**90 Days**

1) In the event of e-filling, intending bidder may download the tender documents from the websitehttp://wbtenders.gov.indirectly with the help of Digital Signature Certificate. Necessary Earnest Money has to be deposited by the bidder through the following payment mode as per Memorandum of Finance Department vide No. 3975- F (Y) dated 28th July,2016.

i. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank paymentgateway.

ii. RTGS/ NEFT in case of offline payment through bank account in anybank.

2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the websitehttp://wbtenders.gov.in

3) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in clause No.15

4) The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the 'Tender Evaluation Committee' formed by the Managing Director, WBTDC Ltd. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in thewebsite.

Seal and Signature of the Tenderer.

5) Eligibility criteria for participation in the tender.

i) The prospective bidders shall have satisfactorily completed **as a prime agency** during the last 5 (*five*) years from the date of issue of this Notice at least one work of similar nature under authority of State / Central Government, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government at least in the magnitude of 40% (Forty *percent*) of the amount put to tender and as par G,O.

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 issue of the tender notice or, (c) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (a) 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 in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

[*Non-statutory documents*]

N.B.:- Estimated amount, Date of Completion of project and detail communicational address of client must be indicated in the Credential Certificate.

Annexure

TECHNICAL QUALIFICATION (80 Marks)
Minimum Qualifying Marks: 56 (i.e., 70% of total marks 80)

STAGE 1: Technical Bid Evaluation

B Bidder details	**Technical Mark Obtained**	**Remarks**
Bidder1	72	
Bidder2	60	
Bidder3	44	Rejected*
Bidder4	65	

*Since the minimum Technical Marks should be above 56, bidder 3 is rejected

Seal and Signature of the Tenderer.

STAGE 2: Conversion of Technical Marks to Technical Score (St)

B Bidder details	Conversion of Technical Marks to Technical Score (TM/HTM*80)	Technical Score (St)
Bidder1	72/HTM *80 = 72/72* 80 = 80	80
Bidder2	60/HTM *80 = 60/72 *80 = 66.67	66.67
Bidder3	Rejected	0
Bidder4	65/HTM *80 = 65/72 *80 = 72.22	72.22

TM = Technical Marks obtained by individual bidders
HTM = Highest Technical Marks obtained by any bidder in Technical Evaluation.

i.

Annexure B

Sl No	Description	Marks
1	Value of work in a single contract of not less than 30% of tendred amount for building works in last five years.	25
2	Number of building works done in last five years (Value of work must be INR Rs. 50 lakhs and above for getting counted).	25
3	If any experience of work in Five Star and above graded of hotels/resorts in last five years.	20
4	Whether have any in house graduate engineer (both Civil & Electrical) and interior designer of three years' experience in payroll for supervision	10
	Total	**80**

STAGE 3: Financial Bid Evaluation

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

Stage 4: Conversion of financial bid amount to Financial Score (Fs)

Bidder details	Financial Bid Amount	Financial Score (Sf) (LFB/F*100)
Bidder1	1,30,000	100000/130000*100=**76.92**
Bidder2	1,20,000	100000/120000*100= **83.33**
Bidder4	1,00,000	**100**

LFB = Lowest Financial Bid, **F** = Quoted Amount by individual bidders

Consolidated Technical & Financial Score

Bidder Details	Technical Score (St)	Financial Score (Sf)
Bidder 1	80	76.92
Bidder 2	66.67	83.33
Bidder 4	72.22	100

Illustration -

T = the weight given to the Technical Proposal (60%)

P = the weight given to the Financial Proposal (40%)

S = St x T% + Sf x P%

Stage 5: Combined Technical and Financial Score (CTFS) With Weight age 60:40

B Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	80*(60/100) + 76.92*(40/100)	**78.77** (48+30.77)	L2
Bidder2	66.67*(60/100) + 83.33*(40/100)	**73.33** (40+33.33)	L3
Bidder4	72.22*(60/100) + 100*(40/100)	**83.33** (43.33+40)	**L1**

i. Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the year 2017-2018, Pan Card, GST No, are to be accompanied with the Technical Bid Documents.

ii. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (*five*) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.)

iii. The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one civil engineering degree holder and one civil engineering diploma holder (Authenticated document shall be furnished).
[*Non-statutory documents*]

iv. The available **Bid capacity** (*to be calculated on the basis of prescribed format*) of the prospective applicant shall not be less than the estimated amount put to tender.

v. In case of Proprietorship, Partnership Firms and Company, Tax Audit Report in 3CD Form are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant's name in such enclosure will be entertained.
[*Non-statutory documents*]

vi. The prospective bidders should own or arrange through lease hold registered agreement, the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted. (Ref. Section – B, Form –IV)
[*Non-statutory documents*]

vii. 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*]

viii. Registered Labour Co-operative Societies and unemployed Co-Operative societies are required to furnish valid Bye Law, last three years statutory Audit Report authenticated by A.R.C.S., Minutes of last A.G.M. , valid certificate from A.R.C.S. along with other relevant supporting papers.
[*Non-statutory documents*]

ix. **Joint Ventures will not be allowed**.

x. 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.

6) Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill is 20% of the tendered amount.

7) **No mobilization advance and secured advance will be allowed**.

8) Security Deposit:
Retention money towards performance Security amounting to3 % (*three percent*) of the value of the work shall be deducted from the running account bill of the tenderer as per prevailing order. No interest will be paid on Security Deposit.

9) Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.

10) All materials required for the proposed work including cement and steel shall be of specified grade and approved brand inconformity with relevant code of practice (latest revision) and manufactured accordingly and shall be procured and supplied by the agency at their own cost including all taxes. Authenticated evidence for purchase of cement and steel are to be submitted along with challan and test certificate. If required by the Engineer-in-Charge, further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.

11) Constructional Labour Welfare CESS @ 1%

12) (*one percent*) of cost of construction will be deducted from every Bill of the selected agency.

13) There shall be no provision of Arbitration.

14) Bid shall remain valid for a period not less than 120 (*one hundred twenty*) days from the last date of submission of Financial Bid / Sealed 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.

Seal and Signature of the Tenderer.

15) Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. Documents (online) (Publishing Date)	05.07.2021-10.30 Hrs,
2	Documents download/sell start date (Online)	05.07.2021-11.00 Hrs,
3	Documents download/sell end date (Online)	26.07.2021-17:00 Hrs
4	Bid submission start date (On line)	05.07.2021-11.00 Hrs,
5	Bid Submission closing (On line)	26.07.2021-17:00 Hrs
6	Bid opening date for Technical Proposals (Online)	29.07.2021-11:30 Hrs

16) The Prospective Bidder shall have to execute the work in such a manner so that appropriate service level of the work is maintained during progress of work and a period of 3 (*three*) years to be made from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge. If any defect / damage is found during the period as mentioned above, the contractor shall make the same good at his own cost to the specification at par with instant project work. On failure to do so, penal action against the contractor will be imposed by the Corporation 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 3 (*three*) years from the date of completion of the work. The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/ or any other work contemplated within the scope and ambit of this contract. The work may be of original or special repair in nature or a combination thereof, or of original or special repair in nature in combination with the work (s) or repair and /or maintenance in nature; Provided that in respect of the work of repair or maintenance in nature or a combination thereof, the words three years wherever appearing in this clause shall be deemed to in which case the security deposit of the contractor held with the Government under the provision of Clause 1 hereof shall be refundable to the contractor on expiry of one year after the issuance of certificate of completion of work by the Engineer-in-Charge.

17) The Security deposit of the contractor shall not be refunded before the expiry of **three years** after the issuance of the certificate, final or otherwise, or completion of work by the Engineer-in-Charge;
Provided that the work shall not be deemed to have been completed unless the "**Final Bill"** in respect thereof shall have been passed and certified for payment by the Engineer-in-Charge.

Seal and Signature of the Tenderer.

Provided further that the Engineeri-in-charge shall pass the **"Final Bill"** and certify thereon,within a period of **forty five** days with effect from the date of submission thereof by the contractor, the amount payable to the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor within the said period of **forty five** days. The certificate of Engineer-in-charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However,the security deposit of the contractor held with the Corporation under the provision of **Cluase-1** hereof shall be refundable to the contractor in the manner provided hereunder:-

(i) **30%** of the security deposit shall be refunded to the contractor or expiry of one year after issuance of certificate of completion of work.

(ii) Further **30%** ofthesecuritydepositshallberefundabletothecontractorofexpiryof **two years.**

(iii) Thebalance **40%** ofthesecuritydepositshallberefundedtothecontractoronexpiryof **three years**.

No interest would be paid on the Performance Security Deposit.

18) Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.

19) The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.

20) 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 WBTDCL. The Managing Director, WBTDC Ltd. 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.

21) Refund of EMD: The Earnest Money of all the unsuccessful tenderers deposited in favour of the WBTDCL will be refunded on receipt of application fromtenderers.

22) Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in '**Instructions to Bidders**' stated in Section – 'A' before tendering thebids.

23) Conditional / Incomplete tender will not be accepted under any circumstances.

24) **The intending tenderers are required to quote the rate *online.***

25) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition)Act.1970(b)ApprenticeAct.1961and(c)minimumwagesAct.1948ofthe

Seal and Signature of the Tenderer.

notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.

Guiding Schedule of Rates:Rates have been takenfrom PWD(W.B.)ScheduleofRatesfor ElectricalWorksVolume–INovember-2017alongwithuptodatecorrigenda&addendaand approved rates of the Managing Director Of W.B.T.D.CLtd.

26) 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.

27) The Managing Director Of W.B.T.D.C Ltd. reserves the right to cancel the N.I.T. at any stage before issuance of latter of acceptance due to unavoidable circumstances and no claim in this respect will be entertained.

28) If there be any objection regarding prequalifying the Agency that should be lodged to the Chairman of Tender Evaluation 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. 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 manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.

29) 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:

1) N.I.T.
2) Special Terms & Conditions
3) Technical Bid
4) Financial Bid
5) Qualification criteria
6) P.W.D schedule of rates.
7) Tender Form.

32. 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:

1) Financial Capacity
2) Technical Capability comprising of personnel & equipment capability
3) 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 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 anyprejudice

33. Escalation of Price on any ground and consequent cost over run shall not be entertained under any circumstances. Rates should be quoted accordingly.

Seal and Signature of the Tenderer.

34. No price preference and other concession will be allowed.

35. "Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favor, by the rest of the directors of such company or the partners of such firm, to upload such tender.

The power of attorney shall have to be registered in accordance with the provisions of the **Registration Act, 1908.**"

Sd/-
Executive Engineer
West Bengal Tourism Development Corporation Limited

Seal and Signature of the Tenderer.

Copy forwarded for information to:-

The Director of Tourism,
West Bengal Tourism,Govt of West Bengal.

Seal and Signature of the Tenderer.

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.

i. 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.inThe contractor is to click on the link for e-Tendering site as given on the web portal.

ii. 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. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

iii. The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

iv. Participation in more than one work:

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.

v. Submission of Tenders:

Tenders are to be submitted through online to the website stated in Clause A.1. in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal 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).

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)

1) Tender Form & N.I.T. *(download properly and upload the same Digitally Signed).* **The rate will be quoted in the B.O.Q.** Quoted rate will be encrypted in the B.O.Q. under Financial Bid. **In case quoting any rate in Tender Form , the tender is liable to be summarily rejected**.

2) NIT with Special terms & conditions and specification of works.

(b). Non-statutory Cover Containing the following documents:

i. Professional Tax (P.T.) deposit receipt challan for the financial year 2017-18, Pan Card, IT Return for the Assessment year 2018-19,GST No.

ii. Registration Certificate under Company Act. (if any).

iii. Registered Deed of partnership Firm / Article of Association &Memorandum.

iv. Power of Attorney (For Partnership Firm / Private Limited Company, if any).

v. Statutory audit report or Tax Audited Report in 3 CD/ 3 CA form along with Balance Sheet & Profit & Loss A/c. for the last 4 (*four*) years (year just preceding the current Financial Year will be considered as year –I)

vi. 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.

Seal and Signature of the Tenderer.

vii. List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill [Ref.:- Sl. No. 5(viii) of this N.I.T. and (Section –B, FormIV)]

viii. List of Technical staffs along with structure & organization (Section – B, Form –III).

ix. Financial Statement (Section – B, Form –II).

The prospective bidders shall have satisfactorily completed **as a prime agency** during the last 5 (*five*) years from the date of issue of this Notice at least one work of similar nature under authority of State / Central Government, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government at least in the magnitude of 40% (forty *percent*) of the amount put to tender.

[Ref. Sl. No. 5(i) of this NIT and (Section – B, Form – V)]. Scanned copy of Original Credential Certificate as stated in Sl. No. 5.(i). of N.I.T. shall have to submit (online).

x. Affidavits (Ref:- format for general affidavit shown in "X" & "Y", Section -B)

xi. Certificate of revolving line of credit by the Bank (*if required*).

xii. The electrical items the bidders must have valid **Electrical Contractors' License** with full time engagement of an Electrical Supervisor Competency on the parts 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B), 11 & 12 or equivalent National Supervisors' Certificate of competency (Self Attested scan copy of valid "Electrical Contractors' License," "Supervisors' Certificate of Competency" and authentic Notarized document regarding engagement of Electrical Supervisors as submitted to the licensing board, "Govt. of West Bengal" require in Non-Statutory document).

xiii. Works related to the electrical item is to be executed through authorized supervisory License Holder issued by Chief Electrical Inspector. Requisite paper also to be uploaded at the time of submission of bid. Prospective tenderers must have sufficient credentials to participate in the tender. (Electrical Works) as per the NIT criteria.

N.B.: Failure of submission of any of the above mentioned documents as stated in Sl. No. A.5.(a). and Sl. No. A.5.(b). may render the tenderer liable to be rejected for both statutory & non statutory cover.

Seal and Signature of the Tenderer.

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)	GSTIN NO. PAN. P Tax (Challan Latest) Latest IT Receipt. IT-Saral for Assessment year Latest
B.	Company Detail(s)	Company Detail	Proprietorship Firm (*Trade License*) Partnership Firm (*Partnership Deed, Trade License*) Ltd. Company(*Incorporation Certificate, Trade License*)Society (*Society Registration Copy, Trade License, Audit report*) Power of Attorney. Authorized dealer or Channel partner of respective OEM.
C.	Credential	Credential –1 Credential –2	Prescribed type of work done & completion certificate from competent authority which is applicable for eligibility in this tender.
F.	Man Power	Technical Personnel	List of Technical Staffs along with Structures & Organization (*as per N.I.T.*)

i. Tender Evaluation Committee(TEC)

1. Opening of Technical Proposal:
   Technical proposals will be opened by The Executive Engineer , WBTDCL. and his authorized representative electronically from the website using their Digital Signature Certificate(DSC).
2. Intending tenderers may remain present if they so desire.
3. Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

Seal and Signature of the Tenderer.

4. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

5. Summary list of technically qualified tenderers will be uploaded online.

6. Pursuant to scrutiny & decision of the Tender Evaluation 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.

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.

ii. Financial Proposal

I. 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 through computer in the space marked for quoting rate in the BOQ.

II. Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.T. to be derived from the information furnished in **FORM-I&II** (Section-B) i.e., Application for Pre-qualification & Financial Statement. If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he / they may include with the application a letter of guarantee issued by a nationalized bank / authorize bank of **RBI** to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting/Accepting Authority and should guaranteedulyspecifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Engineer-in-Charge/Employer.

The audited Balance sheet for the last 3(*three*) years, net worth, bid capacity, etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing long term profitability including an estimated financial projection of the next two years.

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

IV. Penalty for suppression / distortion of facts:

a. If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, 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 ITAct.

V. Rejection of Bid:

a. 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

thereby 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.

VI. Award of Contract:

a. The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.

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

c. The Agreement in Tender From will incorporate all agreements between the Tender AcceptingAuthorityandthesuccessfulbidder.Allthetenderdocumentsincluding N.I.T. & B.O.Q. 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 duly purchased from the office of the WBTDCL as stated in concerned.

Seal and Signature of the Tenderer.

SECTION – B

FORM – I

PRE-QUALIFICATION APPLICATION

To
The Executive Engineer
West Bengal Tourism Development Corporation Limited

Ref : Tender for

(Name ofwork):-

e-N.I.T. No.:

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 onbehalfof

.....

inthe 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:

1) Tender Inviting & Accepting Authority / Engineer-in-Charge can amend the scope & value of the contract bid under this project.
2) Tender Inviting & Accepting Authority / Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclosure(s): e-Filling:-

1) Statutory Documents.
2) Non Statutory Documents.

Date:

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

Seal and Signature of the Tenderer.

SECTION – B

FORM – II

FINANCIAL STATEMENT

B. 1 Name of Applicant:

B. 2 Summary of assets and liabilities on the basis of the audited financial statement of the last three financial years. (Attach copies of the audited financial statement of the last three financial years)

	Year (Rs. in lakh)	Year (Rs. in lakh)	Year (Rs. in lakh)
(a) Current Assets: (It should not include investment in any other firm)			
(b) Current liabilities: (It should include bank over draft)			
(c) Working capital : (a) – (b)			
(d) Net worth : (Proprietors Capital or Partners Capital or Paid up Capital + Resource & surplus)			
(e) Bank Loan / Guarantee :			

Seal and Signature of the Tenderer.

B.3 Annual value of construction works undertaken:

Work in hand i.e. Work order issued	As on	As on	As on

Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Tender No.	Estimated Amount	% of work executed	Sl. No.	Name of the work with Tender No.	Tendered Amount

B.4 **Bid Capacity**:

[A.N.2 –B]

A = Maximum value of work done in a single year during last 3 (*three*)years.

B = Value at current price level of existing commitments and ongoing works to be completed in the next years.

N = Time of completion of the work in years for which tender has been invited.

N.B. The Audited Balance Sheet and Profit & Loss Account with all the schedules and annexure forming part of the Balance Sheet and Profit & Loss Account for the last 3(*three*) years should be given. All these Financial Statements should be signed by a competent authority for the last 3 (*three)* years.

Seal and Signature of the Tenderer.

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date:

Seal and Signature of the Tenderer.

SECTION – B

AFFIDAVIT – "X"

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

Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Tender No.	Estimated Amount	% of work executed	Sl. No.	Name of the work with Tender No.	Tendered Amount

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date: .....

Seal and Signature of the Tenderer.

SECTION – B

AFFIDAVIT – "Y"

(To be furnished in Non – Judicial Stamppaper 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 participateintenderbythe,WestBengalTourismDevelopmentCorporationLimitedDepartmentduring 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 WBTDCL 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 WBTDCL.

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: .....

Seal and Signature of the Tenderer.

SECTION – B

FORM – III

STRUCTURE AND ORGANISATION

1)	NameofApplicant	:	
2)	OfficeAddress	:	
3)	Name and Address of Bankers	:	
4)	Telephone No.	:	
5)	FaxNo	:	
6)	Attach an organization chart showing the structure of the company with names of Key personnel and technical staff withBio-data.	:	

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

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

SECTION – B

FORM – IV

Contractor's Equipment

Name of the Applicant:

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment which the Contractor must own or arrange through lease hold registered agreement. The contractor must furnish the documents in support of ownership or lease hold registered agreement.

Sl. No.	TYPE OF EQUIPMENT	CAPACITY	SUPPORTING DOCUMENTS
1	Concrete Mixer Diesel or Electric operated full charge machine with hopper.	Full Charge	

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

SECTION – B

FORM – V

Experience Profile

Name of the Firm:

List of projects completed that are similar in nature to the works having more than 20% (*twenty percent*) of the project cost executed during the last 3(*Three*) years.

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible for supervision	Contract price in Indian Rs.	Percentage of Participation of company	Original Date of start of work	Original Date of completion ofwork	Actual Date of starting the work	Actual Date of completion of work	Reasons for delay in completion (ifany)

Note:

1) Certificate from the Employers to beattached

2) Non-disclosure of any information in the Schedule will result in disqualification of thefirm

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

Seal and Signature of the Tenderer.

SECTION - C

Special Terms and Conditions

1) General:

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned either in—

i. PWD (West Bengal) Schedule of Rates for Building Works and Sanitary & Plumbing Works in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area at the time of submission of tender.

2) Definition of Engineer-in-Charge and commencement of work:

The word "Engineer-in-Charge" means the Executive Engineer , WBTDC Ltd. The word "Department" appearing anywhere in the tender documents means WBTDCL. The word "approved" appearing anywhere in the documents means approved by the Managing Director, WBTDCL. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

3) Terms & Conditions in extended period:

As per Clause 5 of Tender Form if an extension of time for completion of the work is granted by the Engineer-in-Charge 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.

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

All works are to be carried out in close co-operation with the WBTDCL and other contractor(s) that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road 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) 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) Contractor's Site Office:

The contractor shall have an office adjacent to the work as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's authorized agent or representative. For such intimation to the contractor's site office, it shall be deemed to be sufficient enough to be served upon the contractor.

7) 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, Octroi Duty / Terminal Tax, Turnover 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 up to 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) Authorized Representative of Contractor:

The contractor shall not assign the agreement or sublet any portion of the work. The contractor may however, appoint an authorized representative in respect of one or more of the following purpose only.

1) General day to day management of work.

2) To give requisition for departmental materials, Tools & Plants, etc. and to receive the same and sign hand receipts thereof.

3) To attend measurements when taken by the WBTDCL Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

The selection of the authorized 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 authorized. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by suchdirections.TheEngineer-in-Chargeshallnotbeboundtoassignanyreasonforhis

revised directions. Any notice, correspondences, etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.

4) Power of Attorney:

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

5) 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. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed Tender form.

6) 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.

7) 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. WBTDCL land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority

The contractor shall make his own arrangements for storage of tools, plant, equipment's, materials, etc. of adequate capacity and shall clear and remove on completion of work, the shed, huts, etc. which he might have erected in WBTDCL land. If after such use, the contractor failed to clear the land, WBTDCL will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

8) 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.

9) Sundry Materials:

The contractor must erect temporary pillars, master pillars, etc. as may be required in suitable places as directed by the Engineer-in-Charge at his own cost before starting and during the work by which the WBTDCL staff will check levels, layout of different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipment's like Level Machine, Staff, Theodalite 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.

10) Supplementary / Additional items of Works:

Notwithstanding the provisions made in the related printed tender form, any item of work which can legitimately be considered as not stipulated in the specific price schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor, if so directed by the Engineer-in-Charge and the rates will be fixed in the manner as stated below:-

i) Rate of Supplementary items shall be at per with corresponding current PWD Schedule of rates / analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.

ii) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D. schedule of rates of probable items of work as will be in force at the time of N.I.T.

iii) If the rates of the supplementary items cannot be computed even after application of clauses stated above, the same shall be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (both together) @ 10% (*ten percent*) will be allowed only. The contractual percentage will not be applicable.

iv) Black market rates shall never be allowed.

v) Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses C. 15 (i) and C. 15 (ii) stated above only.

vi) It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

11) 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 Sub-Assistant Engineer, as 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 PMC, if so authorized by WBTDCL, may do this inspection in respect of minor works and issue order regarding the latter item.

12) Approval of Sample:

Samples of all materials those to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-Charge.

13) Water and Energy:

The contractor shall have to arrange at his own cost the energy required for operation of equipment's 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 WBTDCL sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will beentertained.

14) 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 fromWBTDCL.

15) Drawings:

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

16) Serviceable Materials:

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to WBTDCL 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 WBTDCL, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.

17) 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 thisaccount.

18) 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.

19) 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.

20) Charges and fees payable by contractor:

1) 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 WBTDCL free against all penalties and liabilities of every kind for breach of such statute regulation orlaw.

2) The Contractor shall indemnify WBTDCL from and against all claims, demands, suit and proceedings for or on account of infringement of any patent rights, design, trade mark of name or other protected right in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

3) Realization of Departmental claims:

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

4) 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.

The Contractor shall also make himself liable for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall be bound to furnish the Engineer-in-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures over thecontract.

5) Safety, Security and Protection of the Environment:

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

1) have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),

2) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,

3) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,

4) ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

5) 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.

6) Programme of work:

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-in-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-in-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

7) Setting out of the work:

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

8) Precautions during works:

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

9) Testing of qualities of materials &workmanship:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the Engineer-in-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

10) Timely completion of work:

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

11) Procurement of materials:

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

12) Rejection of materials:

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.

13) Implied elements of work in items:

Except such items as are included in the Specific Priced Schedule of probable items and approximate quantities, no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items of works are to be deemed as inclusive of the same.

14) Foreclosure:

In case of force closure or abandonment of the works by the WBTDCL 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.

15) Tender Rate:

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

16) Delay due to modification of drawing and design:

The contractor shall not be entitled for any compensation to any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.

17) Additional Conditions:

A few additional conditions under special terms and conditions:

1) Rate quoted shall be inclusive of clearing site as per direction of the Engineer-in-Charge.

2) Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, Octroi and all other duties, if any.

3) Display board (Informatory) of size 150 cm X 90 cm is to be provided at the work-site withaluminumplatehoistedonsteeltubularpipe/angleposttoaheightof1.5

Metre at the cost of the contractor including fitting, fixing, painting, lettering, etc. complete as per direction of Engineer-in-Charge.

4) The Contractor is to display caution board at his own cost as per direction of Engineer-in-Charge.

5) Deep excavation of trenches and left out for days shall be avoided.

6) Labour welfare CESS will be deducted @ 1% (one percent) of gross bill value as per rule.

7) The whole work will have to be executed as per drawings supplied in this connection at the tender rate.

8) Income Tax will be deducted from each bill of the contractor as per applicable rate and rules inforce.

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

18) Special Condition:-

1) Mobilization advance @ 30% (Thirty Percent) of tendered value may be given against unconditional bank guarantee from any nationalized bank is claimed.
2) Balance payment would be given, after completion of work,

Seal and Signature of the Tenderer.

SECTION – D

Specification of Works

1) General:

The information given hereafter is without any prejudice. The intending bidders should satisfy themselves regarding the latest conditions of the site and its surroundings by personal check and investigation.

2) Name of Work:

As mentioned in N.I.T.

3) Scope of Work:

The Work shall, interalia, broadly consist of:-

1) Works as mentioned in specific Priced Schedule of probable items of work.

2) Location of Worksite:

As mentioned in N.I.T.

3) 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, necessary power of lighting, welding, running of pumps etc. 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.

4) Specifications:

Details of Specifications to be followed in the Proposed Construction are given here-in-after, in the Price Schedule.

Seal and Signature of the Tenderer.

N.B. Specifications of any item of works not covered here in above shall be guided by the PWD Schedule of Rates inforce at the time of N.I.T. and latest edition of relevant Indian Standard Specifications and Codes of Practice.

In case of inadvertent typographical mistake found in specific price schedule of rates / NIT / Terms & Condition, the same will be treated to be so corrected as to conform to the relevant PWD (WB) schedule of rates of building / S&P and or Technical sanction or WBF:2911_ii as the case may be.

Sd/-

Executive Engineer

West Bengal Tourism Development Corporation Limited.

Seal and Signature of the Tenderer.

Special Terms & Condition (II)

Sub: Additional Performance Security for different works under WBTDCL.

It has been observed that in some bids have been received at much lower rate in comparison with the estimated amount put to tender, which leads to a doubt regarding the quality and proper execution of the work for which such bids have been received.

To safeguard the interest of the Government, Performance Security for the cases as mentioned below all works under WBTDCL

An Additional Performance Security shall be obtained from the successful bidder, if the accepted bid value is more than 5% less than the estimated amount put to tender, from the successful bidder.

Additional performance security to be deposited matching with the less percentage quoted by the successful bidder.Eg. If the quoted bid is 8% less then the bidder will have to deposit an additional amount over the standard performance security at the rate of 8% of the estimated value put to tender. If the bidder fails to fulfill the requirement his bid will be canceled automatically.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank as par enclosed format (Annexure-I) before issuance of Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the data of issuance of Letter of Acceptance, his earnest money will be forfeited.

The said Bank Guarantee shall be valid up to the end of the Contract Period and shall be renewed accordingly, if required. The said Bank Guarantee shall be returned immediately after successful completion of the Contract

If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the Contract period after sewing proper notice to the Contractor.

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

Henceforth necessary provision shall be incorporated in all Notice Inviting Tenders and should be a part of contract agreement.
and should be a part of the Contract Agreement.

This order will take immediate effect

All concerned are being informed.

Executive Engineer
West Bengal Tourism Development Corporation Ltd.

Annexure- I

FORMAT OF THE BANK GUARANTEE roR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To

Designation of Engineer - In - Charge]

Office address of Engineer - in - Charge]

WHEREAS [name and address of Contractor) (hereafter called. "the Contractor") has undertaken, in pursuance of Contract No:

dated to execute [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for 'ADDITIONAL PERFORMANCE **SECURITY DEPOSIT'** for compliance with his obligation in accordance with the Contract;

AND WHEREAS we (Indicate the name of the bank &branch) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we (Indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs. [amount of guarantee]

(in words). We undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limits of

[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein .

We (Indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (Indicate the name of the bank &branch) further agree to pay to you any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

The payment /so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (If\dicate the name of the bank & branch) further agree that n‹› change or addition to or other modrñcation of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (Indicate the name of the bank &branch) lastly undertake n‹›t to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto —-. It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs. (Rs.) and unless a claim in writing is lodged with us within the validity period, i.e. upto---------- -—- -------- of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by.

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch