

CORRIGENDUM

DT. 09.06.2021

Name of work - Selection of agency for misc. works, general cleaning and supply of labours for various works for IT Park Kalyani Ph-II, Nadia

NIT No. - WEBEL/IT Park/Kalyani Ph-II/Misc./07/IDM/21-22/10. dt. 07.05.2021

The bid submission closing date is extended from 07.06.2021 to 17.06.2021 at 5:00 PM and accordingly the technical opening to be done on 18.06.2021 at 3:00 PM

Webel

WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT
CORPORATION LIMITED.

TENDER DOCUMENT

**Selection of agency for misc. works, general cleaning and supply of
labours for various works for IT Park Kalyani Ph-II, Nadia.**

Price Rs.300

Webel

WEST BENGAL ELECTRONICS INDUSTRY
DEVELOPMENT CORPORATION LIMITED

NIT No.: WEBEL/IT Park/Kalyani Ph-II/Misc./07/IDM/21-22/10. dt. 07.05.2021

Sealed Tenders are invited from reputed contractors for the following:

- Name of Work : **Selection of agency for misc. works, general cleaning and supply of labours for various works for IT Park Kalyani Ph-II.**
- Availability of tender documents : **Tender documents will be available at the official website of WBEIDCL, www.webel-india.com. Bidders are requested to download the same and hard copies to be submitted duly filled in and signed-sealed in a sealed envelope. For any query please contact Mr. Sujoy Adhikary (Dy. Manager , ID&M(Projects), WBEIDCL) at 7044070484 / sujoy.adhikary@webel-india.com.**
- Estimated Cost : Rs.4,50,999.47 (Including GST)
- Time allowed for completion : 90 (Ninety) days from the date of issue of Work Order.
- Cost of tender documents : Rs. 300/- (three hundred only) per tender document in the form of Demand Draft/Pay Order (non-refundable) in favour of **WBEIDC LIMITED**. **The same has to be submitted inside the main big envelope containing sealed cover-1 and cover-2 on scheduled date.**
- Earnest Money Deposit (EMD) : 0.5% of the estimate cost put to tender rounded off to the next higher Rs.50 applicable for the L1 bidder (must be submitted before issuance of the work order)
- EMD to be prepared in form of Demand Draft/ pay order drawn in favour of WBEIDC Limited.
- Photocopy of the draft to be submitted along with other cover-1 documents. The original EMD draft to be submitted by the selected bidder against demand by WBEIDCL. EMD of the selected bidder will be forfeited in case of violation of any of the tender terms.

Initial Security Deposit (ISD) : 2% of the work order value after adjusting the EMD. To be submitted with 15 days after receipt of work order

Eligibility of the Contractor :

1. Contractor should have valid Trade License, P.F, ESI, GST registration, PAN No, Balance Sheet of Last 3 financial years.
2. Contractor should have credential with proper completion certificate of executing similar or any other civil/allied works within any office/commercial/industrial building premises in **a single job, of 40(Forty) percent (30% in case of 2nd Call, 20% in case of 3rd Call) of the Estimated amount put to tender of intended job or two jobs with each of value minimum** value of 30 (Thirty) percent (25% in case of 2nd Call) of the Estimated amount put to tender of intended job or at least one single running work of similar nature which has been completed to the extent of 80% or more (75% in case of 2nd Call, 70% in case of 3rd Call) and value of which is not less than the value of 40%, 30% in case of 2nd Call, 20% in case of 3rd Call) of the estimated amount put to tender of intended job under Govt., Semi-Govt., PSU or any private companies during last 5 years. Credential certificate/work order-BOQ with payment documents etc. will be treated as credential.
3. Should have average annual turnover of 0.5 (zero point five) times of the estimated cost put to tender rounded off to the next higher Rs 100 during the last three years.

Last date and time of receipt of tenders : Up to 5.00 P.M on **17/06/2021**

Address at which the tenders are to be submitted : West Bengal Electronics Industry Development Corporation Ltd. (Webel), ID & M Dept.
SDF Building Module 126 Salt Lake Sector-V
Kolkata 700 091.

Date and time of opening of cover-I of tender : 3.00 P.M on **18/06/2021**

Place of opening tenders	: SDF Building Module 126 Salt Lake Sector-V Kolkata 700 091.
Defects Liability Period	: 12 months from the date of virtual completion of work.
Validity of offer	: For a period of 120 days from the date of opening of tender.

Tender will have to be submitted in two parts, i.e. Cover-I and Cover-II separately, sealed and super scribed with the name of the work in single envelope.

Cover-I: Forwarding letter, Signed-sealed copies of all aforesaid credential and statutory documents, (**without price bid**) along with the photocopy of Demand Draft of earnest money .

Cover-I of only those Tenderers who will submit cost of Tender Document will be opened

Cover-II: Shall contain the offered price with the full Tender Document duly filled. No other condition stipulated in Cover-II, other than unconditional general rebate, shall be accepted. **All pages of the Tender Document should have original signature with official seal of the tenderer.**

Tender will be opened **on 18/06/2021 at 3.00 P.M** in presence of WBEIDCL officials for only those Tenderers who will submit cost of Tender Document as above.

After examining the Cover-I of the tender, WEBEL will open the Cover-II of only those eligible tenderers who have satisfied the requirements of Cover-I. The scheduled date and time of opening of tender cover-II will be intimated to eligible tenderers in due course.–

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time or will be intimated by WEBEL.

The authority reserves the right to accept or to reject any or all part of this tender at any point of time without assigning any reason what so ever.

Webel

WEST BENGAL ELECTRONICS INDUSTRY
DEVELOPMENT CORPORATION LIMITED

NIT No.: WEBEL/IT Park/Kalyani Ph-II/Misc./07/IDM/21-22/10. dt. 07.05.2021

SUBMISSION OF BID.

- A i) Tender shall be submitted along with requisite photocopy of Demand Draft of Earnest Money Deposit and other requisite documents in sealed envelopes as cover-I & cover-II super scribed thereon name of the work.
- ii) All pages of original Tender document and schedule of quantities (**BOQ**) should be signed with official seal. Erasing or over writing will not be allowed under any circumstances. However, correction, if any, should be duly signed and sealed.
- iii) The tenderer is requested to go through all the terms and conditions meticulously specified hereinafter before quoting their specific rate. The tenderer is to quote his rate **inclusive of GST and Labour Cess** in figures as well as in words
- iv) Eligibility credential document as mentioned above.
- B. Covering letter and other detail documents should form part of the offer.
- C. The tenders are to be submitted at the following address:-
- West Bengal Electronics Industry Development Corporation Ltd. (Webel), ID & M
Dept. SDF Building, Ground Floor, Module No. 126 Salt Lake, Sector-V, Kolkata
700091.**
- D. The bids will remain valid for 120 days from the date of opening.
- E. The authority reserves the right to accept /extend or reject any or all this Tender without assigning any reason what so ever.

GENERAL TERMS & CONDITIONS

1. The work should be completed within 90 (ninety) days from the date of issue of the Letter of Intent/ Work Order.
2. Time is the essence of the contract. If the Contractor delay in the progress of work due to circumstances beyond their control, they shall have to apply in writing with proper justification for the delay to the Corporation for extension of time of completion within 3 (three) days of such occurrence but before expiry of stipulated date of completion. The Corporation on such application, may grant the extension of time. If they think it justified after proper enquiries. However, the finding of the corporation will be final and has to be abided by the Contractor.
3. Any extra work of the items not included in the Schedule scope of work with bill of quantities will be done on extra item basis and the rate of payment for those extra item/items, if any, will be finalized mutually of the basis of the following in order of preference.
 - a) Rate should be obtained from current PWD Schedule of Rates of presidency Circle.
 - b) Rates derived from similar items of work from PWD Schedule of rates of presidency Circle.
 - c) Analysis of rates as per prevailing market rates of labor and materials. Necessary documents are to be furnished by the Contractor in support of their rates.
4. The Contractor shall be responsible for any injury that might occur to person/s and any damage that may cause towards any Company's property during the course of execution of the work and they will be liable to make good the same at their cost.
5. The work should be carried out as per PWD specification and in accordance with the Indian Code of Practice. The materials, which will be used in the work, should have prior approval of the Corporation.
6. Income Tax deduction will be made at source as per laid down rules of Ministry of Finance.
7. Labour cess will be deducted from RA and Final bill of contractor as per prevailing rate at present which is 1%.
8. The Contractor shall have to comply with the provisions of all Labor Rules, Wages Act and 1948 Worker's Compensation Act, whichever is application.
9. The Contractor shall have to provide everything necessary for proper execution of the work including labor, tools & tackles and stores etc.

10. The rate quoted by the contractor shall be firm throughout the tenure of the contract and shall be inclusive of all GST, cess, and other statutory payments and will not subject to any fluctuation due to any increase in any effect.
11. The payment of bill will be made on actual measurement basis against R/A bills and Final Bill. Bills may be paid with part rate against individual items. However, part rates have to be certified by ID & M Dept. of the Corporation.
12. 3% Security Deposit including EMD, ISD and Retention Money, along with other statutory deductions (Labour cess, IT etc.) would be applicable for the contract. Retention money will be deducted from the R/A bills so as to make the total SD amount as 3% of the work order value / final executed value. The entire Security Deposit would be refunded back after maintaining 12 (twelve) months defect liability period from the satisfactory completion of the work.
13. The Contractor shall not, without the written consent and approval of the Corporation, sublet any portion of the work.
14. The Contractor shall make their own arrangement for storage space and go down for their materials, tools & tackles, plant & Machinery etc
15. Rates of all items should be inclusive of supply of materials, labor charges hire charges of tools & tackles, scaffolding, plant & machinery any cess, taxes, GST and duties etc. In case of only labour involved items, supply of material will not be included.
16. M/s Haven Consultants Pvt Ltd will act as consultant for the work and will be involved throughout the process till completion of the work. They will also be involved in regular supervisions as well as checking & certification of the bill.
17. Should the contractor fail to complete the job within the stipulated time as specified in the tender within one extension of time, if permitted, as per clause (10) of the contract will be terminated automatically on the ground of non-completion of work even within the extension of time as permitted in one time and no appeal will be accepted in this respect. The balance job, if any, to be carried out through any other agency at their cost and risk.
18. No other terms and conditions are acceptable from their end if not stipulated in the work order or accepted.
19. The Contractor shall make their own arrangement for storage of their materials, tools & tackles, plant & Machinery and accommodation of labor.

20. IDLE LABOUR

No claim for idle labor would be entertained under any circumstances.

21. COMPLETION DOCUMENTS

Wherever applicable, the contractor shall have to submit with the final bill, detailed documents, as applicable, showing the works completed in all respects.

SPECIAL TERMS & CONDITIONS

1. Bidders shall submit their bids for the complete scope of work as defined in the tender documents. However, Owner reserves the right to split – up the work, evaluate and award works to one or more Bidders, without prejudice to any provisions made elsewhere in the tender documents.
2. All terms and conditions of the tender documents shall be construed as applicable for any or all parts of the works, in general, unless specifically indicated to the contrary. The provisions as separately applicable in case of sub-division of the works, are set out separately, wherever applicable.
3. The Bidder shall quote prices valid for acceptance by the owner for award of full or part of the works, Bidder shall categorically confirm in their offer, their acceptance to the provisions of this clause.
4. Contract documents for agreement shall be executed after award of works to the successful tenderer by detailed letter of Intent. Until the final contract documents are prepared and executed this tender document together with the annexed documents, modifications, deletions agreed upon by the Owner and Bidder's acceptance thereof, shall constitute a binding contract between the successful tenderer and the Owner, based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
5. Subject to availability, OWNER will supply power at only one point at the nearest sub-station/source, from where the CONTRACTOR will make his own arrangement of temporary distribution. The point of supply will not be more than 500 Meters away from the CONTRACTOR's site. All the works will be done as per IEA regulations and passed by the ENGINEER – IN – CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR WILL re route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric metres, fuses, switches, etc. for purposes of payment to the OWNER which should be in the custody and control of the OWNER. The cost of power supply will be deducted from the running account bills. However, no compensation for any failure or short supply of electricity will be entertained.
6. a) The selected agency must prepare Demand Draft against Earnest Money of requisite amount and comply the NIT terms, failing which the tender is liable to be rejected .
b) The Earnest Money deposited by selected agency shall be forfeited incase the selected contractor violates any of the tender or work order terms.

7. The successful tender shall be issued LOI / LOA. The duplicate copy of the LOA will be returned duly signed by the agency as a token of acceptance. The work order / LOI duly signed by the owner & successful tenderer will be treated as agreement between the parties. In the event of failure on the part of the successful tenderer to sign the work order / LOA within 30 days time from the receipt of the work order / LOA. The earnest money deposit may be forfeited.
8. The work covered by this CONTRACT shall be commenced within 7 days after the receipt of the LETTER OF ACCEPTANCE OF TENDER and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not be considered. The above period of ten days is included within the overall COMPLETION SCHEDULE but not over and above the completion time to any additional work or any other reason.
9. Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the Security Deposit of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case shall be deducted from any sum then due or which at any time there-after may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.

N.B. This project is an important project. This work has to be completed positively within stipulated time from the date of placement of LOI / work order. The selected Contractor has to make necessary provision for manpower, materials etc. to complete the work as per schedule on round the clock basis without keeping provision for any holiday.

10. The contractor shall preferably provide and maintain a set up at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. THE CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-in-charge from time to time and the whole document to be preserved and handed over after completion of works.

11. No part of the CONTRACT not any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation what so ever without the consent in writing, of the OWNER except as provided for in the succeeding sub-clause.
12. The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties Labour cess etc. now or hereafter imposed, increased, modified, all the taxes, duties, octrois etc. now in force and hereafter increased imposed or modified from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old-age pensions or annuities now hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the CONTRATOR and then CONTRACTOR shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employee relationship and the CONTRACTOR further agrees to comply, and to secure the compliance of all SUB-CONTRACTORS, with all applicable Central, State Municipal and local law and regulation and requirement of any Central, State or Local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central. State or local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of or by reason of the work provided for by this CONTRACT. By third parties, or by Central or State Government authority or any administrative sub-division thereof.
13. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.
14. Tenderer should quote all inclusive prices including the liability of GST, labour cess etc. whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT . OWNER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.
15. Water to be provided at single point from where contractor will make his own arrangement for temporary distribution. The point of supply will not be more than 500 meter. The owner shall not however guarantee the supply of water and no compensation for any failure or short supply of water will be entertained and in this respect contract should arrange water at his own cost.
16. The CONTRACTOR, on or after award of the WORK shall name and depute a qualified supervisor having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given the CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN-CHARGE sufficient and qualified staff to superintended the execution of the WORK

Competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the type of work comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working.

17. Any dispute arising under the agreement shall be referred to the arbitration to a sole arbitrator appointed with the consent of the owner and the contractor as indicated in the article of the general conditions. The award of the arbitrator shall be final & binding on both parties.