

# **Webel**

WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT  
CORPORATION LIMITED.

## **TENDER DOCUMENT**

Civil maintenance works at Siliguri (phase 3) IT Park

**NIT No.: EC/ 07/ Siliguri (phase 3)/ Civil maintenance/ 2022-23/ 051, dated 05.12.2022**

Sealed Tenders are invited from reputed contractors for the following:

**Name of the work:** Civil maintenance works at Siliguri (phase 3) IT Park

**Estimated Cost:** ₹ 0.40 lakh (approx.)

**Time allowed for completion:** 15 days

**Cost of tender documents:** ₹ Nil

**Earnest Money Deposit:** a) ₹ Nil

~~Tender fee & EMD to be submitted in the form of demand draft/ pay order in favour of WBEIDC Limited.~~

**Additional performance Security:** The Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder /contractor if the accepted bid value is 80% or less of the estimate put to tender. The Additional Performance Security shall be submitted in the form of Bank Guarantee/ demand draft from any Scheduled Bank before issuance of the work order. If the bidder fails to submit the Additional Performance Security within 7 days from the date of issuance of Letter of Acceptance, his/her earnest money will be forfeited and other necessary action as per NIT like blacklisting of the contractor, etc. may be taken. The Bank Guarantee (BG) shall have to be valid to the end of the contract period and shall be renewed accordingly, if required. The BG shall be returned immediately on successful completion of the contract. If the contractor fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor.

**Eligibility criteria:** a) Contractor should have valid Trade License, P.F & ESI registration details (Undertaking to be furnished in case not applicable)/ GST registration- regular type (mandatory) PAN No.

b) The prospective bidders shall have satisfactorily completed AS A PRIME AGENCY(NOT as member of joint venture or sub-contractor) during the last 5(five) years prior to the date of issue of this NIT at least one work of similar nature under the authority of State/Central Gov. State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government/Reputed private organization and having a magnitude minimum of 40(Forty) percent (30% in case of 2nd Call, 20% in case of 3rd Call) of the of the Estimated amount put to tender of intended job.

Or,

The prospective bidders shall have satisfactorily completed AS A PRIME AGENCY (NOT as a member of joint venture or sub-contractor) during the last 5 (five) years prior to the date of issue of this NIT at least two works of similar nature under the authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government/Reputed private organization and having a magnitude each of minimum value of 30 (Thirty) percent (25% in case of 2nd Call) of the Estimated amount put to tender of intended job.

Or,

The prospective bidders should produce credential AS A PRIME AGENCY (NOT as a member of joint venture or sub-contractor) 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 the authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government/Reputed private organization. In the credential certificate it should be clearly stated that the work is in progress satisfactorily & also that no penal action has been initiated against the executing agency.

Completion certificate/ work order supported by certified copy of bills/ bill plus bank statement (indicating the work has been completed) issued by the competent authority of a State/ Central Govt. body, State/ Central Govt. undertakings, Statutory/ Autonomous bodies constituted under the State/ central Statute or reputed Private Companies on the executed value of completed/ running works will be considered as credential. The bidder should have executed the work under the scope of relevant tender with an agreement directly with the employer as stated above.

In case of running works, only those tenderers/ bidders who will submit the certificate of satisfactory running work from the concerned competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and no penal action has been initiated against the executing agency, i.e, the tenderer/ bidder.

**Last date and time of receipt of tenders (~~in 2 covers~~):** Up to 3.00 P.M on **19/12/2022**

**Address at which the tenders are to be submitted:** West Bengal Electronics Industry Development Corporation Ltd. (Webel), ID & M Dept. Webel Bhavan, Block: EP & GP, Sector-V, Kolkata 700 091.

**Date and time of opening of cover-I of tender:** 3.30 P.M on **19/12/2022**

**Place of opening tenders:** At the above mentioned venue of tender submission.

**Defects Liability Period: One year from the date of virtual completion**

**Validity of offer:** For a period of **180 days** from the date of opening of tender (Price bid).

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

~~**Cover I:** Forwarding letter, Signed sealed copies of all aforesaid credential and statutory documents, Record Notes of Pre bid meeting duly signed and stamped, the earnest money in required form. **Cover I of only those Tenderers who will submit cost of Tender Document & EMD as above 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 of the bidder with official seal of the tenderer.~~

Tender (single cover) will be opened on **19/12/2022** at 3.30 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.

**Submission of Bid:**

1. Tender shall be submitted along with Tender Fee, Earnest Money Deposit and other requisite documents in sealed envelope as cover-I & cover-II super scribed thereon the name of the work.
2. All pages of original Tender document and schedule of quantities should be signed with official seal.
3. Covering letter and other detail documents should form part of the offer.

**Quoting of rate for priced item of work:** The tenderer is requested to go through all the terms and conditions meticulously specified hereinafter before quoting their specific rate. All the quoted rates must be written by hand of the person signing the tender and with same pen and ink. Erasing or over writing will not be allowed under any circumstances. However, correction, if any, will be allowed if it has been duly signed and sealed.

## General Terms & Conditions

1. **The job should be completed within 15 days.**
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 it is justified. 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 on 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 labour 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 Standard 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. The Contractor shall have to comply with the provisions of all Labour Rules, Wages Act and 1948 Worker's Compensation Act, whichever is applicable.
8. The Contractor shall have to provide everything necessary for proper execution of the work including labour, tools & tackles and stores etc.
9. The rate quoted by the contractor shall be firm throughout the tenure of the contract and shall be inclusive of all taxes, octroi and other statutory payments and will not subject to any fluctuation due to any increase in any effect.
10. The payment of bill will be made on actual measurement/ trip count basis against R/A bills and/ or 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.
11. **3% Security Deposit and 1 % labour welfare cess would be deducted from the bill amount. The Security Deposit will be refunded back after completion of one year term on written request from the contractor.**
12. No materials will be supplied by the Corporation whichever is needed for execution of the job.

13. The Contractor shall make their own arrangement for storage space and godown for their materials, tools & tackles, Plant & Machinery etc if applicable.
14. The Contractor shall not, without the written consent and approval of the Corporation, sublet any portion of the work.
15. Rates of all items should be inclusive of supply of materials, labour charges, hire charges of tools & tackles, scaffolding, plant & machinery, all taxes and duties etc. In case of only labour involved items, supply of material will not be included.
16. Should the contractor fail to complete the job within the stipulated time as specified in the tender within one extension of time, if permitted, 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.
17. No other terms and conditions are acceptable from their end if not stipulated in the work order or accepted.
18. No claim for idle labour would be entertained under any circumstances.
19. Wherever applicable, the contractor have to submit detailed completion drawing showing the works completed in all respect with the final bill. Such drawings shall consist of one original and copies of the same as per the instructions of the Engineer-In-Charge. Unless such drawings are furnished and approved, payment for final bill will not be processed.

## **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 considered 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 Post/ E-mail / 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 400/440V at only one point at the nearest sub-station/source, from where the CONTRACTOR will make his own arrangement of temporary distribution. 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 reroute or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, 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 be payable to the OWNER every month at Rs.6.00 per Kwh for construction works power which would be deducted from the running account bills. The OWNER shall not, however, guarantee the supply of electricity and no compensation for any failure or short supply of electricity will be entertained.
6.
  - a) The agencies must pay Earnest Money of requisite amount (ref page 2 of this tender document) failing which the tender is liable to be rejected.
  - b.) No interest shall be paid by the OWNER on the Earnest Money deposited by the selected agency.
  - c.) The Earnest Money deposited by selected agency shall be forfeited incase the selected tenderer fails to start work within a period of 10 days.
  - d) The earnest money of the unsuccessful bidders will be returned after issuance of work order to the L1 bidder.
  - e) The EMD of the L1 bidder will be retained till they are engaged in this work. After that, EMD may be returned on written request from the contractor.
7. The successful tenderer shall be issued LOI / LOA/ work order. The duplicate copy of the same 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 10 days time from the receipt of the work order / LOA.
8. The work covered by this CONTRACT shall be commenced within 10 days after the receipt of the LETTER OF ACCEPTANCE OF TENDER/ WORK ORDER 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 may become due there- after at any time to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.
10. The contractor shall provide and maintain an office 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 the 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, including Excise Duty, Octrois, service Tax, Vat, GST, Labour cess etc. now or hereafter imposed, increased, modified, all the sales 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 or 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 CONTRACTOR 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 VAT/ Service Tax/ Sales Tax/Turnover Tax/ 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. The contractor shall carry out the various tests as enumerated in the technical specification of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
16. All the tests either on the field or at outside laboratories as required concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
17. Water to be provided at single point at free of cost from where contractor will make his own arrangement for temporary distribution. 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.
18. The CONTRACTOR, on or after award of the WORK shall name and depute a qualified Engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, 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 be 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.
19. 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.
20. **Contractor should note that the quantities mentioned in BOQ may vary in both upward and downward direction. However, contractor must take prior approval from the Engineer in charge for execution of any item in excess of the quantity mentioned in BOQ.**
21. The contractor has to execute the job as per clients' priority and as instructed by Engineer in Charge.
22. 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, machinery to complete the work as per schedule on round the clock basis without keeping provision for any holiday.
23. **GST remittance proof against each RA bills to be submitted alongwith the bills for processing of the same.**

**BOQ for Civil maintenance works at Siliguri (phase 3) IT Park**

Sl no	Description of item	UOM	Quantity	Rate (incl GST & labour cess)	Amount
1	Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. exposing the original surface including using of approved putty etc. on the surface, if necessary : With other than hi-gloss of approved quality- On steel or other metal surface :				
1.1	Two coats (white in shade)	sqm	60		
1.2	Two coats (with any shade except white)	sqm	60		
2	Priming with ready mixed red lead paint of approved make and brand Asian Paints, Two coats	sqm	120		
3	M.S. or W.I. Ornamental grill of approved design joints continuously welded with M.S, W.I. Flats and bars of windows, railing etc. fitted and fixed with necessary screws and lugs (all floors). Grill weighing above 10 Kg./sq.mtr and up to 16 Kg./sq. mtr.	Qntl	0.75		
4	Supply, fitting and fixing Watertec plastic health faucet with 1.5 m long hose (Model: HF-202002, Waterline)	each	18		
5	Supplying, fitting and fixing gunmetal wheel valve of approved brand and make tested to 21 kg per sq. cm. (for water lines only). 15 mm dia	each	1		
A	Total amount including GST & labour welfare cess				