

**WEST BENGAL FOREST DEVELOPMENT CORPORATION LIMITED**

(A Government of West Bengal Undertaking)

Office of the Divisional Manager, Kalimpong Forest Corporation Division

P.O. KALIMPONG, DIST. KALIMPONG

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U02005WB1974SGC029535)

No. 663/2-74

Dated Kalimpong the 25<sup>th</sup> of June 2021**Notice Inviting e-Tender: E-10/KFCD/2021-22**

The Divisional Manager, Kalimpong Forest Corporation Division invites e-tenders for the following work(s) from the eligible contractors as detailed in the table below, Collection, downloading, uploading and submission of tender can be made online through the website <http://wbtenders.gov.in> only.

**1. List of works**

Project Sl. No	Name of Work	Composite (Civil+ Sanitary+ Electrical) Estimated amount Put to Tender including all taxes ( in Rs)	Earnest Money @ 2 % (in Rs)	Price per set of tender document (in Rs)	Time of Completion (days)
1	2	3	4	5	6
1	Upgradation and Renovation of Mongpong Nature Resort Kalimpong District, WBFDC Ltd under Kalimpong FCD	26,32,742.24	52,655.00	1000.00	30 days from the date of issue of work order

**2. Brief details on the nature of work.**

1.(a)	Project Head	Capital Head
1.(b)	Nature of work	Upgradation and Renovation of Mongpong Nature Resort Kalimpong District, WBFDC Ltd under Kalimpong FCD

1.(c)	Contractors eligible to submit the tender	Contractor having entitlement for construction works and having credentials for similar nature of works under the authority of Central/ State Government, Government undertaking / Statutory Bodies constituted under the statute of the Central / State Government of value not less than 40% (forty percent) of estimated amount put to tender in case of single work or in case of Two(2) nos of works, each of value not less than 30% (Thirty percent) of estimated amount put to tender, during last Five (5) years. <b>The Contractors will be required to produce proff of possessing valid Electrical license or to get the electrical work completed through licensed electrical contractor only.</b>
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### 3. Date & Time Schedule

Sl.No	Particulars		Date & Time
1	Date of publishing of NleT online through the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>		28.06.2021
2	Date & Time for downloading of tender documents from the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>	Start	28.06.2021 13.00 hrs
		End	12.07.2021 17.00 hrs
3	Date and Time of submission of tender through the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>	Start	28.06.2021 13.00 hrs
		End	12.07.2021 17.00 hrs
4	Date & place of opening of technical Bid through the Website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>		15.07.2021 11.00 Hrs
5	Date of uploading the list of Technically Qualified Bidders after Technical Bid Evaluation through the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a> after disposal of appeals, if any		To be notified later on
6	Date, Time and place of opening of Financial Bid through the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>		To be notified later on
7	Date of uploading of list of bidders along with their rates through (on line), also if necessary for further negotiation through offline for final rate		To be notified later on

**Note:**

- 1) In case of any unscheduled holiday or on days of Bandh or natural calamity on the aforesaid dates, the next working day will be treated as scheduled/ prescribed date for the same purpose.
- 2) The Tender inviting Authority may change the venue of opening the Technical or Financial Bids in case of exigent circumstances like breakdown of communications link etc.
- 3) ) The Tender inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.

**4. Earnest money deposit (EMD) and Tender document cost ( Tender fees)**

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**Payment procedure:**

Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :

On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

Bidder will receive a confirmation message regarding success/failure of the transaction. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/PRI, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

If the transaction is failure, the bidder will again try for payment by going back to the first step.

Payment through RTGS/NEFT:

(i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

(ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

- (iii) If verification is successful, the fund will get credited to the respective Pooling account of the State Government/PSU/ Autonomous Body/Local Body/PRI, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- (iv) Hereafter, the bidder will go to e-Procurement portal for submission of his bid. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

Refund/Settlement Process:

- I. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- II. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- III. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- IV. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
- V. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal

EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.

EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRI, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder. In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.

Once the EMD of the LI bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRI, etc tenders.

All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees ( if any) were initiated.

There is no exemption of any kind for any of the eligible contractors towards cost of tender document fee or EMD.

**5.** Both technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wbtenders.gov.in> as per the 'Date & Time Schedule 'stated in SL. No. 03 of this NIT (Details of which has been narrated in '**Instruction to Bidders**') In case of partnership firm(s), the pledged instrument (s) must reflect the name(s) of the firm as well as the name(s) and address(es) of the partner/partners who is/are authorised to pledge the same as per valid partnership deed (s).

## **6. Eligibility Criteria for participation in tender:**

- a) Intending Tenderers shall have satisfactorily completed as a prime agency during the last 5 (five) years prior to the date of issue of this Tender Notice at least one work of similar nature of value not less than of 40% of the estimated amount put to tender

Or

- b) Two completed work of similar nature each of value not less than 30% of the estimated amount put to tender during the last 5 (five) years prior to the date of issue of this Tender Notice

under the authority of Central/ State Government, Government undertaking / Statutory Bodies constituted under the statute of the Central / State Government. Completion Certificate indicating Estimated amount, Value of work-done, date of completion of the work and detail communicational address along with contact number of the client should be submitted. In case of works undertaken for P.W.D./C.P.W.D/M.E.S/ Railways, a Completion Certificate from the concerned Executive Engineer will be treated as valid credential (Non-statutory Documents)

b) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax deposit Challan, GST Registration Certificate, Income Tax return Acknowledgement receipt for latest assessment year, PAN Card issued by Income Tax Department, Voter ID Card, valid and upto date ESI &PF Registration certificate, Trade License, credential certificates.

c) Where an individual person holds a Certificate in his own name duly issued to him against the company or the firm of which happens to be a Director or partner, such individual person shall, while submitting any tender for and on behalf such company or firm, invariably submit a copy of registered power of attorney showing clear authorisation in his favour, by the rest of the directors of such company or the partners of such firm to submit such tender. The power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908 (**Non Statutory Documents**)

d) Neither perspective Tenderer nor any of the constituent partners should be one who happen to be debarred to participate in any Tender by the P.W.D, Housing Department, W.B. or C.P.W.D. or M.E.S or Railway during the last 5 (five) years prior to the date of this NIEt. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format). (**Non Statutory Documents**)

e) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MAO) and Article of Association (AOA) (Non Statutory Documents)

f) The prospective Tenderers 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 recession will be considered as disqualification towards eligibility.

g) Joint Ventures will not be allowed.

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

i) The prospective Tenderer (including his participation in partnership) shall be allowed to participate in one or more than one of the above mentioned work(s)/Project(s) in this NIeT.

j) No conditional / Incomplete Tender will be accepted under any circumstances.

## **7. Opening of tender:**

a) The tender shall be publicly opened by the authority receiving tender or by his authorised representatives, as per the Date & Time schedule mentioned in Sl.No.03 of this NIe-T

b) Prospective Tenders or their authorised representatives may be present during the opening process.

c) The DM or his authorised representative opening the financial proposal may call for open Bid/seal Bid after opening of the said tender to obtain the suitable rate further, if required, if any of the Tenderers or their representatives fails to attend during this process no subsequent objection would be entertained under any circumstances at any later Date or Time.

**8.** The intending Tenders shall clearly understand that whatever may be the outcome of the present invitation of Tender, no cost of Tender document shall be reimbursable by the Government. The Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. , reserves the right to reject any tender or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at any stage of Tendering.

**9.** The acceptance of the tender rests with the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong WBFDC Ltd, who does not bind himself to accept the lowest tender and reserves to himself to accept the lowest tender and reserves himself the authority to reject any or all tenders received without assigning any reason thereof.

**10.** Intending Tenderers at their own cost and risk are encouraged to inspect the site of supply and commissioning and get them thoroughly acquainted with the local condition and all factors which may affect their rates. Prior to the site visit the intending Tenderers must inform the office of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. by phone or email ([kpgd@wbfdc.com/dmkpgwbfdcl@gmail.com](mailto:kpgd@wbfdc.com/dmkpgwbfdcl@gmail.com) ) about the time and date of the visit.

**11.** The selected Contractor must arrange to procure all materials required for the proper completion of the work (as per the Technical Specifications of the tender document). The tendering inviting authority will not on any account be responsible for procuring the same.

**12.** Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST act 2017.

**13.** Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co-operative Societies are required to furnish **Valid Bye law, Current audit report, Valid clearance certificate from concerned A.R.C.S along with relevant supporting papers ( Non Statutory documents)**

**14.** The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.

**15.** This is a WBFDC, Government of West Bengal undertaking funded project. Intending Tenderers may consider these criteria while submission of tender and quoting rates.

**16.** Bid shall remain valid for a period not less than 365 days (one year) from the last date for Financial Bid/Sealed Bid Submission. Bid validity for a shorter period shall be rejected by Tender Accepting Authority as non-respective. If any Tenderer withdraws his offer before Bid validity period without giving any satisfactory explanation for such withdrawals, he may be disqualified for submitting tender to this office of WBFDC Ltd. for a minimum period of 01 (one) year and the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

**17.** Before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of the lowest Tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest Tenderer is either manufactured or false in that case, work order will not be issued in favour of the Tenderer under any circumstances and legal action will be taken against him.

**18.** The Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. reserves the right to cancel this NIT due to unavoidable circumstances and no claim in this respect will be entertained.

**19. Security Deposit :** The successful Tenderer to whom a Letter of Acceptance has been issued shall within 7 (Seven) days from the date of Letter of Acceptance , deposit security amount equal to that of EMD already deposited in favour of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. The EMD deposited earlier and the current security deposit equal in amount to EMD shall together constitute 4% (Four percent) of the estimated value put to the tender and shall thus be converted as part of the Security Deposit which is 10% (Ten percent) of the contracted value of work. Rest 6% of the Security deposit will be adjusted from Last and final bill submitted by the successful Tenderer. Failure in depositing this amount and /or in submission within the specified time shall render the contract liable to termination without reference to the contractor and in such case the deposited security money shall stand forfeited to the Government.



## **Additional Performance Security (APS):**

I) As per Finance Deptt Audit Branch Govt of West Bengal order no 4608-F(Y) dated 18.07.2018, If the bid value becomes 80% or less of the estimated amount put to Tender the APS shall have to be submitted @ 10 % of the tendered amount in the form of Bank Guarantee from any scheduled bank in favour of Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong before issuance of the work order. If the bidder fails to submit the APS within seven working days from the date of issuance of letter of acceptance, his earnest money shall be forfeited and other necessary actions as per eNIT contract shall be taken. The bank guarantee shall have to be valid upto end of contract period and shall be renewed if required.

**20.** Unless otherwise stipulated all the works are to be done as per the Technical Specifications of the tender document Contractor may refer to the relevant PWD (W.B) Schedule of rates for the working area including up to date addenda and corrigenda, if any, published by Public Works Department, Government of West Bengal. The project should be executed as per ISI : CODE/IRC/MOST/MORTH standards or higher regarding the quality of materials and various items of works.

**21.** Deduction of Income Tax from the Contractor's bill will be made as per Govt. rules.

**22.** Labour Welfare Cess @ 1% (One Percent) of the cost of construction will be deducted from every Bill of the selected agency in pursuance of G.O no 599A/4M-28/06 dated 27.09.2006. Royalty & all other Statutory Levy/Cess will have to be borne by the Contractor as per Govt. rules and the rate in the B.O.Q is inclusive of all taxes & Cess stated above.

**23.** Deduction of tax shall be made as per provisions of the W.B. State GST up to date amendments and as applicable.

**24.** The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. or his representative(s); at his own cost for a period of Security period/ Maintenance period from the date of completion of the work. If any defect/damage is found during the period as mentioned above, the Agency shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Government as deem fit. The agency will have to quote his rate considering the above aspect. Also the Prospective Tenderers shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and the period of Security period from the date of successful completion of the work to entire satisfaction of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. and this shall be considered towards release of "Security Deposit".

**25.** In case of ascertaining authority at any stage of application or execution of work registered power of attorney is to be produced.

**26.** If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :

- a) Form of Agreement.
- b) Tender Form( NIeT/NIeQ)
- c) Technical Specifications.
- d) General terms and conditions.
- e) Technical Bid
- f) Financial Bid

**27.** No mobilisation Advance and secured Advance will be allowed.

**28.** Time/Cost overrun and consequent cost of escalation for any materials, labour , P.O.L. etc will not be allowed.

**29.** Canvassing in connection with the tender is strictly prohibited in the tender submitted by the contractor.

**30. In connection with the work, Arbitration will not be allowed. Subletting of Contract is also strictly prohibited.**

**31. Execution of Work:** The Tenderer shall be bound to execute work according to the direction given from time to time by the undersigned/ authorised officer of this Corporation and any complaint against the tenderer from for deviation from his direction will cause violation of the condition of the contract and forfeiture of security money as well as discontinuation /dismissal of agreement and work order.

**32.** The work shall be completed in all respect and shall be free from all kinds of defect/deficiencies/damages in equipment, materials, components and other auxiliaries and workmanship from any cause whatsoever for a period of three years after issuance of certificate of completion by Concerned Range Managers in accordance with clause no 17 of conditions of contract in WBF no 2911/2911(i)/2911(ii) failing which appropriate action shall be taken against the executing contractor.

**33.** The successful Tenderer shall have to comply with the provision of (a) the Contract labour ( Regulation & Abolition) Act, 1970 (b) the Apprentice Act , 1961 and (c) the minimum wages Act, 1948 (d) the West Bengal Building & other Construction works' Act 1996 and the Notifications thereof or other laws relating thereof and the rules made and orders issued there under from time to time, failure to do so will be treated as breach of contract and the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. may in his discretion cancel the contract. The Contractor shall also be liable for any liability

arising on account of any violation by him of the provisions of the Act and rules made there under time to time.

**34.** The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out for modification of the work, due to non-delivery of the possession of site and traffic problems during delivery or delay due to any unforeseen circumstances.

**35.** Prevailing safety norms has to be followed by the successful Tendered during execution of the work so that Loss of Time due to injury is zero.

**36.** The tenderer shall be liable for any injury caused to the worker (s) or death of worker (s) engaged by him during execution of work and all safety measures and precautions shall have to be taken by the tenderers as per the provisions of the Building and other Construction workers' (Regulation of employment and condition of service) Act, 1996 read with West Bengal Building and other Construction workers' (Regulation of employment and condition of service) act. WBFDC Ltd shall not be responsible for any such incident or for any situation arising out of such unfortunate incidents.

**37.** No tender shall be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any documents submitted by a Tenderer is found to be incomplete/incorrect/manufactured/fabricated or false, his Tender will be rejected at any stage and legal action will be taken against him.

**38. A Tenderer is to quote rate in figures as well as in words.** The rate shall be clearly and legibly written and the whole writing must be by the hand of the person signing the tender and with the same pen and ink. Erasing and over writing SHALL NOT BE ALLOWED. Correction in the rate should be avoided but if this becomes unavoidable, the entire rate and not a portion only shall be scored out and signed (not simply initialed) by the Tenderer in token of such cancellation. A fresh rate in one of the specific form and in the specified manner shall then be correctly written.

**39.** In the event of a tender being submitted by a firm, it must be signed by a member or member of the firm having legal authority to do so and if called for, legal documentation in support thereon must be produced for inspection and in the case of a firm carried out by one member or a joint family it must disclose that the firm is duly registered under the Indian partnership Act.

**40.** The Tenderer must sign at the bottom of each page of the tender documents. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.

**41.** Issuance of work order as well as payment depends on availability of funds and no claims whatsoever will be entertained for delay in issuance of work order or payment if any. Intending tenderers may consider these criteria while quoting their rates.

**42.** The Successful Tenderer must use approved brand of Cement, Steel and other building materials, sanitary, plumbing and electrical items, furniture and furnishing and other allied items proportionate to the schedule rate in BOQ. In case of use of non-approved quality materials or items by the Tenderer, the authority may ask the tenderer to revise the work or may withheld the payment and take penal action against the tenderer.

**43.** The tenderer will have to make all arrangements for protection of all materials, items and the machineries at the work site. WBFDC Ltd will not be responsible for any theft or damage of any materials or machineries from the site.

**44.** Successful tenderers will be required to observe following conditions strictly:

- a) Employees' provident fund and Miscellaneous provisions act 1952 and Employees state insurance act 1948 should be strictly adhered to wherever such act becomes applicable.
- b) Minimum wage to the workers shall be paid according to the rates notified and/or revised by the state government from time to time under Minimum Wage Act 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable has to be made.
- c) Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction workers' (Regulation of employment and condition of service) Act, 1996 read with West Bengal Building and other Construction workers' (Regulation of employment and condition of service) act.
- d) All liabilities arising out of engagement of workers are duly met before submission of bills for payment.



Divisional Manager  
Kalimpong Forest Corporation Division  
West Bengal Forest Development Corporation Ltd

Approved

General Manager (N),  
WBFDC Ltd