

# WEST BENGAL STATE RURAL DEVELOPMENT AGENCY

(An Agency under P&RD Deptt., Govt. Of West Bengal)

Joint Administrative Building (9<sup>th</sup> Floor, Wing-B),

Block-HC/7, Sector- III, Salt Lake City, Kolkata- 700106

NIT No.: 2216/PRD-37099/286/2023-ENGG.SEC.

Dated: 23/05/2023

## Notice Inviting Tender (NIT)

Assistant Engineer, WBSRDA invites a Percentage Rate Tender from Bonafide, reliable and resourceful agency having experience of similar nature of work and successfully & satisfactorily completed the same within last 5(five) years from the date of publication of this NIQ in any Government/Semi Government/Undertaking/Autonomous bodies/Local bodies/Private bodies for the following work as tabulated under: -

Sl. No.	District	Scope of Work	Name of the work	Time allowed for Completion of the whole work	Estimated Cost put to Tender	Bid Security (Rs.) The bid security is two percent of the EC, rounded to the nearest thousand
1	KOLKATA	Mrittika Building Glass Work	Supplying bubble free float glass of approved make and brand confirming to IS rate 2835-1987-10 mm thick clear toughened glass conforming to IS 2553-1992 (part-II) including all charges	15 Days	54691.00/-	<b>1,500</b> (Rs. One Thousand and Five Hundred Only)

### Note:

- Bidders are advised to consider the all Govt. statutory Taxes including Goods and Services Tax (GST), Labor Cess etc. which are applicable before quoting their rate and they should take into consideration that the GST will be deducted at the rate, as such, will be decided by the relevant Govt. Orders on the date of finalization of bill.

## **A. Qualification criteria**

Interested agencies may apply for participation before the undersigned along with necessary documents in respect of following eligibilities:

- 1) PAN, IT Return of last 3 financial years, Balance sheets with profit-loss account & Auditors certificate.
- 2) Experience in similar works since last 3 years.
- 3) PT Challan, GST Registration Certificate.
- 4) Minimum 3 years' experience in related field.
- 5) Establishment Registration.
- 6) Minimum Annual turnover of Rs. 60,000(Rupees Sixty Thousand Only) in any year during last 3 years.

Participants may download free of cost the offer-document containing this notice from The proposal should be submitted offline in 2(two) separate folders, one consisting of technical eligibility information", the second envelope containing the financial bid at the Tender Box kept at the chamber of the Chief Engineer P&RD Deptt. Govt. of West Bengal, Joint Administrative Building (6<sup>th</sup> Floor, Wing-A), Block-HC/7, Sector- III, Salt Lake City, Kolkata- 700106No claim of extra payment for tax liabilities will be entertained by this end. The bid validity period is 90 days.

**Cost of Bid Form:** Rs 500 (*non-refundable*) only the amount should be deposited in State Bank of India in the Account No 00000011143673802 in favour of "WBSRDA (SNA)" IFSC No SBIN0014524 through RTGS/NEFT/CBS System only. The package number and UTR number should be clearly mentioned in the deposit challan. Payment made otherwise will be rejected.

**Cost of Bid Security of Rs. 1500/-** should be deposited in ICICI Bank Account No. 105601001960 in favour of: "WBSRDA PMGSY EMD AC", IFSC No ICIC0001056 through RTGS/NEFT/CBS System only. The package number and UTR number should be clearly mentioned on the deposit challan. Payment made otherwise will be rejected.

A scan copy of the receipt of EMD must be uploaded in bidder file 1. The NIT number and UTR number should be clearly mentioned on the deposit challan. Payment made otherwise will be rejected.

No off-line application through post/courier for participation in any stage of the tender process shall be admissible.

The **Percentage Rate Tender** is scheduled as follows:

## **Important Dates**

1. Date of Issue of Notice Inviting Bid Date 24 Month 05 Year 2023
2. Period of availability  
of Bidding Documents on website  
<https://wbtenders.gov.in> –  

From

Date 24 Month 05 Year 2023  
Time from 10.00 Hours

To

Date 31 Month 05 Year 2023  
Time from 17.00 Hours
3. Opening of Bids: The Bids will be opened online by  
the authorized officer at the appointed time
4. Time and Date for opening of Part-I of the  
Bid (The Technical Qualification Part) Date 02 Month 06 Year 2023  
Time 17:00 Hours
5. Time and Date of opening of Part-II of the Bid  
(The Technical-Financial Part) of the Bidders  
who Qualify in Part I of the Bid. Date 06 Month 06 Year 2022  
Time 12:00 Hours
6. Last Date of Bid Validity  
Officer inviting Bids 90 days from the Opening of  
Financial Bid.

Assistant Engineer,  
West Bengal State Rural Development Agency  
HC-7 Bidhan Nagar, 6<sup>th</sup> Floor, Kolkata-700106

Authority holds the right to postpone or cancel the process at any stage without showing any reason for such action if required. No claim in this regard will be entertained. Should it be necessary, Authority also reserves the right to relax the condition(s) to search for the most fair, reasonable & competitive rate for the purpose, enabling selection of efficient Consultant too.

Sd/-  
Assistant Engineer  
WBSRDA (H.Q)

# **General Terms & Conditions**

# **Invitation for Bids**

## **SECTION – I**

## **1. Section I - Invitation to Bidders/Important dates:**

The invitation to bid is for **“Supplying bubble free float glass of approved make and brand confirming to IS 2835-1987-10 mm thick clear toughened glass conforming to IS 2553-1992 (part-II) including all charges at the 9<sup>th</sup> Floor of Mrittika Building under P&RD Deptt. (STARPAD) Salt Lake, Kolkata”**. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses for all communication.

### **1.0 The major components of the work are:**

#### **1.1 Key Works & Dates:**

As mentioned in the tender schedule.

#### **1.2 Procurement of Document:**

The bid documents are available for download from [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

#### **1.3 Earnest Money Deposit:**

**Cost of Bid Security of Rs. 1500/- should be deposited in ICICI Bank Account No. 105601001960 in favour of: “WBSRDA PMGSY EMD AC”, IFSC No ICIC0001056 through RTGS/NEFT/CBS System only. The package number and UTR number should be clearly mentioned on the deposit challan. Payment made otherwise will be rejected.**

No off-line application through post/courier for participation in any stage of the tender process shall be admissible. The Earnest Money of the successful bidder will be retained and adjusted against the Security Deposit.

#### **1.4 Venue and Deadline for submission of Proposal:**

Tender documents along with scan copy Tender Fees and Earnest Money Deposit challan should be deposited at the venue specified in NIT.

#### **1.5 The major responsibilities of the bidder shall include:**

Bids are invited for **“Supplying bubble free float glass of approved make and brand confirming to IS 2835-1987- 10 mm thick clear toughened glass conforming to IS 2553-1992 (part-II) including all charges at the 9<sup>th</sup> Floor of Mrittika Building under P&RD Deptt. (STARPAD) Salt Lake, Kolkata”**. A bidder has to bid for entire work covered under the scope of work given herein the document.

**1.6** The major responsibilities as specified above are indicative only and not exhaustive in any manner.

**1.7** Security Period of the work is Six Months from the date of completion of the work issued by the competent authority.

# **Eligibility Criteria**

## **SECTION - II**

## 2. Section II – Eligibility Criteria:

The bidder must possess the requisite strength and capabilities in providing the services necessary to meet the requirements, as described in the Tender documents. The bidder must also possess the technical know-how that would be required for successful implementation of the entire work within stipulated time as required by the authority. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the Tender document.

The invitation to bid is open to all bidders who qualify under the eligibility criteria as given below:

- a. The bidder must have experience in similar works in last 3 years.
- b. At least one similar nature work must have been executed for any Private bodies /Any Department / Office of the Government of West Bengal.

❖ Documents required to be submitted for technical bids:

Sl. No.	Clause	Documents Required
1	The bidder should be a registered firm. The company/agency must be registered with appropriate regulatory authorities for all applicable statutory duties/taxes.	<i>Valid documentary proof of:</i> <ul style="list-style-type: none"><li>✓ Trade License</li><li>✓ Proof of Office Address in Kolkata</li><li>✓ GSTIN number</li><li>✓ P. Tax Registration</li><li>✓ Proof of Registration as Company / LLP/ Firm</li><li>✓ Income Tax registration/PAN number</li><li>✓ Certificate of updated Income tax return</li><li>✓ Audited balance sheet for the last 3 financial years.</li></ul>
2	The bid can be submitted only by an established house /agency that have successful experience.	✓ Self-certification by authorized signatory with relevant documents in its support.
3	The bidder should furnish, as part of its bid, an Earnest Money deposit of Rs. 1,500.00 (Rupees One Thousand and Five Hundred) only.	✓ Through RTGS/NEFT/CBS System and scan copy of the receipt of EMD must be uploaded in bidder file 1. The NIT number and UTR number should be clearly mentioned on the deposit challan.
4	The bidder shall commit that the key personnel to be employed for the project who have been sufficiently experienced in the similar types of work and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder.	✓ Self-certification must be produced.
5	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency.	✓ Declaration in this regard by the authorized signatory of the bidder.

The vendor must fulfill the above eligibility criteria/ pre-qualification conditions and submit all the documents as required above. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bid of vendors not fulfilling the pre-qualification conditions given above will be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. The authority reserves the right to verify/confirm all original documentary evidence submitted by vendors in support of above-mentioned clauses of eligibility criteria.

# **Instructions to Bidders**

## **SECTION - IV**

#### **4. Section IV - Instruction to Bidders:**

##### **4.1 Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the authority will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

##### **4.2 The Bidding Documents:**

- 4.2.1** The equipment, product and services required, bidding procedures and contract terms are prescribed in the bidding documents.
- 4.2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required and/or False/Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 4.2.3** Bidders are advised to submit bids based strictly on the terms & conditions and specifications contained in the Tender Document and not to stipulate any deviations.
- 4.2.4** Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.

##### **4.3 Submission of Bids:**

Bidders shall submit online Bid in two separate folders in the above mention website, one consisting of "technical eligibility information" and the second consisting of "financial quote".

##### **(I) Technical Proposal:**

The Technical proposal should contain authenticated copies of the following in –

❖ The bidder must submit the following documents (please refer Clause 2 of Section II):

(a)	Trade License
(b)	Proof of office address
(c)	GSTIN Registration Certificate
(d)	Proof of Registration as Company / LLP/ Firm
(e)	PAN Card of authorized signatory
(f)	P.Tax Registration Certificate
(g)	Filled up Format 1 – Declaration of Acceptance of Terms and Conditions
(h)	Last 3 years income tax return
(i)	Last 3 years audited accounts along with Audited balance sheet

## **(II) Financial Proposal:**

- ❖ The Financial proposal should be submitted in separate envelop.
- ❖ The financial proposal should contain the following documents in one folder i.e. Bill of Quantities (BOQ). No claim of extra payment for tax liabilities will be entertained by this end.  
The bid validity period is 90days.

### **4.4 Earnest money deposit (EMD):**

- **Cost of Bid Form:** Rs 500 (*non-refundable*) only the amount should be deposited in State Bank of India in the Account No 00000011143673802 in favour of “WBSRDA (SNA)” IFSC No SBIN0014524 through RTGS/NEFT/CBS System only. The package number and UTR number should be clearly mentioned in the deposit challan. Payment made otherwise will be rejected.
- **Cost of Bid Security of Rs. 1500/-** should be deposited in ICICI Bank Account No. 105601001960 in favour of: “WBSRDA PMGSY EMD AC”, IFSC No ICIC0001056 through RTGS/NEFT/CBS System only. The package number and UTR number should be clearly mentioned on the deposit challan. Payment made otherwise will be rejected.

### **4.5 Place of opening of technical bid:**

At the chamber of the Chief Engineer, P&RD Department at Room No. 1 of Joint Administrative Building (6<sup>th</sup> Floor, Wing-A), Block - HC/7, Sector-III, Salt Lake City, Kolkata -700106

### **4.6 Firm Prices:**

- Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the authority reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- The Financial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, GST, Labour Cess, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
- The bidder should quote the tax liability on the date of submission of financial bid for arriving at the lowest one.

### **4.7 Fraud and Corruption:**

The authority requires that bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, following are defined:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the authority, designed to establish bid prices at artificial, noncompetitive levels; and

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

**4.8** The authority will reject a proposal for award if it determines that the Bidder recommended forward has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **4.9 Bidder Qualification**

- The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by authorized representative or the principal as the case may be.
- It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company.
- The authorization shall be indicated by written power-of-attorney accompanying the bid.
- The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.
- Any change in the Principal Officer shall be intimated to authority in advance.

#### **4.10 Local / Site Conditions**

- It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed site which would have any effect on the performance of the contract and / or the cost.
- The Bidder is expected to make a site visit on its own cost to the proposed site to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract.
- Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The authority shall not entertain any request for clarification from the Bidder regarding such conditions.
- It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the authority and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the authority on account of failure of the Bidder to appraise themselves of local laws and site conditions.

#### **4.11 Consortium**

Consortium is not allowed.

#### **4.12 Last Date for Submission of Bids**

- 4.12.1** Off line Bids should be submitted in Tender Box kept at the chamber of the Chief Engineer P&RD Deptt. Govt. of West Bengal, Joint Administrative Building (6<sup>th</sup> Floor, Wing-A), Block-HC/7, Sector- III, Salt Lake City, Kolkata- 700106
- 4.12.2** The authority may, at its discretion, extend the last date for the submission of bids by amending the Tender Document, in which case all rights and obligations of the authority and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

#### **4.13 Modification and Withdrawal of Bids**

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the authority prior to the last date prescribed for receipt of bids.
- No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.
- No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

#### **4.14 Address for Correspondence**

The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the authority.

#### **4.15 Opening of Technical Bids**

- Department will open the Technical Bids on scheduled date as mentioned in Invitation for Bids / Important Dates.
- An evaluation committee will evaluate the bids. Decision of the committee would be final and binding upon all the Bidders.
- Conditional tenders shall not be accepted.

#### **4.16 Evaluation of Bids**

- The selected Bidders must possess the strength and capabilities in providing the services necessary to meet the Finance Department's requirements, as described in the Tender Documents. The Bidder must possess the technical know-how that would be required to successfully provide all the services sought by the Department for the period of the contract.
- The evaluation process of the tender proposed to be adopted by the Department is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the Department may adopt. However, the Department reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

#### **4.17 Preliminary Examination**

- The Department will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether requisite EMD have been furnished, whether the documents have been properly signed.
- A bid determined as not substantially responsive will be rejected by the Department and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### **4.18 Clarification**

When deemed necessary, during the tendering process, the Department may seek clarifications or ask the Bidder to make Technical presentations on any aspect from any or all the Bidder.

#### **4.19 Evaluation of Eligibility Criteria**

- An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.
- In this part, the technical bid will be reviewed for determining the Compliance of the response to the Eligibility Criteria as mentioned in the Tender.
- The bidder must also possess the technical knowhow and the financial wherewithal that would be required to successfully provide the support services sought by Finance Department for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document.

- Before opening and evaluation of their technical proposals, bidders are expected to meet eligibility criteria as mentioned in **Section II-Eligibility Criteria**.
- Bidders failing to meet these criteria or not submitting requisite supporting documents/documentary evidence for supporting eligibility criteria are liable to be rejected summarily and will not qualify for technical evaluation.

#### **4.20 Evaluation of Technical Bids**

In this part, the technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions.

# **General Conditions of Contract**

## **SECTION – V**

## Section V - General Conditions of Contract:

### 5.1 Definitions

*In this Contract, the following terms shall be interpreted as indicated:*

- a) "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- b) "The Services" means those services ancillary to the implementation of the works, such as installation, commissioning, maintenance and provision of technical assistance covered under the Contract;
- c) "The Department" means the organization purchasing the service includes an officer who is authorized on behalf of the **West Bengal State Rural Development Agency** (An Agency under P&RD Department, Govt. of West Bengal) Joint Administrative Building (6<sup>th</sup> Floor, Wing-A), Block-HC/7, Sector- III, Salt Lake City, Kolkata- 700106.
- d) "The Vendor" means the firm(s) providing the and services under this Contract;

### 5.2 Performance Security

- **Cost of Bid Security should be deposited in ICICI Bank Account No. 105601001960 in favour of: "WBSRDA PMGSY EMD AC", IFSC No ICIC0001056 through RTGS/NEFT System only, within a period of 10 (ten) days from date of issuance of acceptance order.**
- Performance security shall be payable as compensation to the Department for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- If Performance security not received within stipulated time period, the contract shall be cancelled and EMD will be forfeited.
- Vendor has to submit the order acceptance promptly within 24 hours or earlier from the date of issue of work order.

### 5.3 Reporting Progress

- The services, to be provided by the Bidder under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of the Department representative in accordance with the Contract.
- The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Department or the Department representative that the actual progress of work does not conform to the approved program the Bidder shall produce at the request of the Department representative a revised program showing the modification to the approved program necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.
- In case during the site preparation, the progress falls behind schedule or does not meet the desired requirements, Bidder shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Program for deployment of extra man power/ resources/ infrastructure will be submitted to the Department for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Bidder unless otherwise expressly provided in the Contract.

### 5.4 Knowledge of Site Conditions

- The Implementation Agency's undertaking of this Contract shall be deemed to mean that the Bidder possesses the knowledge of all necessary requirements as stipulated in the Tender Document including.
- The Bidder shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in general to have obtained himself face

necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities there with under the Contract and his ability to perform it. However, if during the process of site preparation and installation of the equipment at the venues, as required by the Department, Bidder detects any obstructions affecting the work, the Bidder shall take all measures to overcome them.

- Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Implementation Agency's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Department Representative may issue in accordance therewith and of any proper and reasonable measures which the Bidder takes in the absence of specific instructions from the Department Representative.

### **5.5 Implementation Agency's Team**

- The team proposed by the Bidder as a part of the technical proposal should be deployed at respective venues.
- The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.
- The Bidder shall provide and deploy, on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.
- The Department's Representative may at any time object to and require the Bidder to remove forthwith from the site a supervisor or any other authorized representative or employee of the Bidder or any person(s) deployed by Bidder or his sub-Implementation Agency, if, in the opinion of the Department's Representative, the person in question has misconduct himself or his deployment is otherwise considered undesirable by the Department's Representative. The Bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Department Representative.
- The Department's Representative may at any time request the Bidder to remove from the work/Site the Implementation Agency's supervisor or any other authorized representative including any employee of the Bidder or his sub-Bidder or any person(s) deployed by Bidder or his sub-Bidder for professional incompetence or negligence or for being deployed for work for which he is not suited.

### **5.6 Information Security**

- The Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Department, to any outside agency without prior written permission from the Department.
- The Bidder shall adhere to the Information Security policy developed by the government.

### **5.7 Indemnity**

The Bidder shall be responsible for compensate any loss, damages, expense, claims or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- Any negligence or wrongful act or omission by the Bidder in connection with or incidental to this Contract; or
- Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder,
- The indemnity shall be to the extent of 100% in favor of the Department.

## 5.8 Change Order

- The change order will be initiated only in case:
  - a. The Employer directs in writing the Bidder to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract,
  - b. Bidder requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Employer and for which cost and time benefits shall be passed on to the Department,
  - c. Department directs in writing the Bidder to incorporate changes or additions to the Design Criteria requirements already covered in the Contract.
- Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.
- If there is a difference of opinion between the Bidder and the Department or its Representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set above.
- Interior designs to be submitted within 15days from the date of issue of work order and execution of interior works as per approved design should be started within 15 days from the date of approval of interior designs and which item(s) of the Comments is/are potential changes(s) in the “Scope of work” at Section-III of the tender document covered in the Contract and shall advise a date by which change order (if applicable) will be submitted to the Department.

## 5.9 Procedures for Change Order

- If it is mutually agreed that such Requirement constitutes a “Change Order” then a joint memorandum will be prepared and signed by the Bidder and the Employer to confirm a “Change Order” and basic ideas of necessary agreed arrangement.
- Upon completion of the study referred to above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Employer to enable the Department to give a final decision whether Bidder should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.
- In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Department regarding time and cost impact shall be final and binding on the Implementation Agency.
- In case, mutual agreement whether new requirement constitutes the change order or not, is not reached, then Bidder in the interest of the works, shall take up the implementation of the work, if advised in writing to do so by the Employer or its Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded.
- The Bidder shall submit necessary back up documents for the change order showing the break-up of the various constituting the change order for the Department’s review.

## 5.10 Conditions for extra work/change order

- The provisions of the Contract shall apply to extra work performed as if the Extra work/Change order has been included in the original Scope of work. However, the Contract price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed. The Implementation Agency’s obligations with respect to such work remain in accordance with the Contract.
- The rates provided by the Bidder as part of its commercial quote will be considered as benchmark rates for placing change orders, if any.

### **5.11 Suspension of Work**

The Bidder shall, if ordered in writing by the Employer, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Implementation Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Implementation Agency.

### **5.12 Payment Schedule and procedure:**

- Payments will be released as per agreed terms and conditions mutually settled with the successful bidder.

### **5.13. Termination**

Department may, terminate this Contract in whole or in part by giving the Bidder prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- Where the Employer is of the opinion that there has been such Work of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- Where it comes to the Employer attention that the Bidder (or the Implementation Agency's Team) is in a position of actual conflict of interest with the interests of the Department, in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract.

### **5.14 Liquidated Damages**

Subject to clause for Force Measure if the bidder fails to comply the contractual obligations before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the work, the Department, at its discretion, may without prejudice to any other right or remedy available to the Employer under the Contract recover Liquidated damage @ 1% per week subject to a maximum of 10%, will be computed on CAPEX value of contract will be recovered from Implementation Agency for the delayed period to a maximum 10 weeks. Subsequently, the Employer may consider cancellation of contract.

### **5.15 Dispute Resolution**

The Employer and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

### **5.16 Conflict of interest**

The Bidder shall disclose to the Employer in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict.

### **5.17 Severance**

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

### **5.18 "No Claim" Certificate**

The Bidder shall not be entitled to make any claim, whatsoever against the Department of Panchayats & Rural Development, under or by virtue of or arising out of this contract, nor shall the Department of Panchayats & Rural Development entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Employer in such forms as shall be required by the Employer after the works are finally accepted.

### **5.19 Publicity**

The Bidder shall not make a public announcement or media release about any aspect of this Contract unless the Employer first gives the Bidder its written consent.

### **5.20 Force Majeure**

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

## Format 1 – Declaration of Acceptance of Terms and Conditions

To,  
The Assistant Engineer, WBSRDA (H.Q)  
Joint Administrative Building (6th Floor, Wing-B),  
Block-HC/7, Sector- III, Salt Lake City,  
Kolkata- 700106

Sir,

I/we have carefully gone through the Terms & Conditions contained in the document [NIT No.....] regarding Appointment of an Agency for **“Supplying bubble free float glass of approved make and brand confirming to IS 2835-1987- 10 mm thick clear toughened glass conforming to IS 2553-1992 (part-II) including all charges at the 9<sup>th</sup> Floor of Mrittika Building under P&RD Deptt. (STARPAD) Salt Lake, Kolkata”.**

I declare that all the provisions of this Tender Document are acceptable to my company/firm. I further certify that I am an authorized signatory of my company and I am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name  
Designation

Seal

Date:

Phone/ Mobile Number:

Business Address:

### **Breakdown of Cost Components**

- i. All the prices (even for taxes) are to be entered in Indian Rupees only (% age values are not allowed)
- ii. The tendering authority reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- iii. WBSRDA shall take into account all Taxes, Duties & Levies for the purpose of Evaluation.
- iv. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items within their quoted rates. No additional charges applicable without WBSRDA consent.
- v. The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any.

### **Non-conformities between the figures and words of the quoted price:**

Any discrepancy between quoted prices in figures and that in words, if noted, will be sorted out in the following manner:

- (a) If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Technical Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above.