



**West Bengal Agro Industries Corporation Ltd.**  
(A Govt. Undertaking )

Registered Office: 23B, Netaji Subhas Road, 3<sup>rd</sup> Floor, Kolkata – 700 001

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E-mail: [wb\\_agro@vsnl.net](mailto:wb_agro@vsnl.net)

Ph: 2230-2314/2315 FAX : 2230-0156  
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**NOTICE INVITING TENDER NO 143 OF 2019-2020**

Separate Sealed Tender is hereby invited by the General Manager on behalf of West Bengal Agro Industries Corporation Limited from the eligible Tenderers for different Civil works in Paschim Medinipur district as per annexed Statement of works.

Tender papers will be issued to the intending Tenderers against their prayers on verification of their credentials of past experience & completion of similar type of works under Govt. or Public sector Undertakings during last five years, payment certificates, PAN card/clearance certificates of Income Tax, GST Registration, Professional tax & Trade licence etc.

Request for sending Tender documents by post shall not be entertained and letters received with such request shall not be replied.

The Tender documents consisting of Schedule, Conditions of Contract, Special Terms & Conditions, Annexure-A etc. for each group will be available from this office on Cash payment of Rs. 500/- (Rupees Five Hundred) only (Non refundable) per set plus GST during office hours between 12-00 Noon to 3.30 PM on any working day from 22.01.2020 to 29.01.2020.

Sealed Tenders will be received in this office tender box up to 11-00 A.M on 03.02.2020 and will be opened on the same day at 11-30 AM in presence of the participating Tenderers or their authorized Representatives.

Tender received late for any reason whatsoever after 11-00 AM on 03.02.2020 shall not be opened and shall be returned back to the concerned Tenderers or their authorized representatives.

Earnest money as shown in the Annexure-A shall have to be deposited along with the Tender in favour of '**West Bengal Agro Industries Corporation Limited**' in the form of Demand Draft drawn on any Nationalised Bank payable at Kolkata, failing which Tender will not be considered. No Bank Guarantee/Cash/Cheque will be entertained as earnest money. Earnest money previously deposited with other Tender shall not be considered with this Tender.

Tenderers should quote their rates in English both in figures and words in the space provided in the Annexure-A.

All papers of the Tender Schedule and printed forms should have to be signed by the Tenderer on each page and specifically where it is written in particular. The rate of the Tender will remain valid for one year days from the date opening of the Tender. Rates should be inclusive of all charges, duties, transportation, taxes, royalties etc., if any. Any conditional Tender will be declared informal.

The sealed cover containing the Tender must contain the name of the work along with NIT No & full address and telephone no of the Tenderer. This address & telephone no shall have to be given on the body of the Tender also. No postal Tender will be entertained.

The Tender should be submitted in the prescribed form in English. All literatures and correspondences in connection with the Tender should be in English.

Before submitting the Tender, the Tenderer must visit the site to get himself/ themselves conversant with the actual site condition.

All tools and plants and implements required for the work shall have to be arranged by the Tenderer at his own cost.

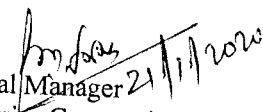
The Tender Notice, Conditions of Contract, Special Terms & Conditions, Price schedule, Annexure-A and other papers including corrigendum, if any, issued will be part and parcel of the Contract. The Tenderer should be required to submit all information as asked for. Incomplete and ambiguous information are not acceptable to the accepting Authority. The Tender inviting Authority reserves the right to reject any or all Tenders with out assigning any reason whatsoever & may split up the work, if necessary, and to accept any Tender in whole or in part.

Award of contract shall be made normally within 30(thirty) days from the date of opening of the Tender.

The successful Tenderer shall have to execute Agreement in duplicate in prescribed form obtainable from this office on cash payment of Rs. 500/-per set along with an undertaking in prescribed manner on a non-judicial stamp paper (to be purchased by the Tenderer) of Rs. 20/- within 7(seven) days from the date of intimation of acceptance offer, failing which the Tender will be treated as cancelled and concerned earnest money deposited will be forfeited. 5(five)% of the ordered value shall also be deposited as Administrative charges in the form of Bank draft drawn in favour of '**West Bengal Agro Industries Corporation Limited**' at the time of Agreement.

The earnest money deposited along with the Tender i.e. approximately 2.0% of the estimated value of work will be considered as initial Security deposit and another 10% value of work will be deducted from the progressive bills. as Security for performance.

If any Tenderer applies for withdrawing his Tender before its acceptance or refuse to take up the work, he shall be disqualified for participating in any Tender of this Corporation for a minimum period of two years and the earnest money deposited with this Tender will be forfeited to the Corporation.

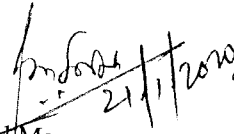
  
General Manager 21/1/2020  
W.B. Agro Industries Corporation Ltd.

No AIC/AED/NIT-143/19-20/ 2227/1(4)/GM

Dated, Kolkata, 21.01.2020

Copy forwarded for information and necessary action to:-

- 1) The Charge Officer, WBAIC Ltd., Paschim Medinipur
- 2) The Managing Director, WBAIC Ltd. Kolkata
- 3) Notice Board of this Corporation.
- 4) The Editor, Ajkal

  
General Manager  
W.B. Agro Industries Corporation Ltd

## CONDITIONS OF CONTRACT

1. The Tenderer shall complete the work on or before the date mentioned in the tender or within the extended time failing which he shall be bound to pay one percent on the total amount of the contract for every day not exceeding ten days . However the Corporation may in its discretion reduce the said amount and this decision shall be final and binding on the Tenderer. All damages payable by the Tenderer as may be determined by the Corporation under the terms of this contract shall be deducted by the Corporation from the security deposit of the tenderer or from any other sums due or which may become due to the said tenderer.
2. In every case in which the payment or allowance mentioned in clause-1 shall have been incurred for more than ten consecutive days the Corporation shall have power to complete the work without further notice at the tenderer's risk and expenses, as may be deemed necessary in the interest of the Corporation and the Tenderer shall have no claim to compensate any loss that he may incur in any way.
3. If the Tenderer is debarred from executing the order in time as mentioned in the work order for reasons beyond his control he shall have to apply in writing to the Corporation for extension of work period prior to expiry of the schedule date of completion mentioned in the original work order. The Corporation may on the basis of the merit of the case extend the work period by such time as it may deem fit and the same will be communicated to the Tenderer in writing. For any extension of time as may be granted by the Corporation, the Tenderer shall not be entitled to claim exemption from penalty under clause 6 below.
4. The materials shall be of the best description and strictly in accordance with the specification mentioned in the Schedule and the materials are got to be approved by the concerned Charge Officer of WBAIC Ltd and/or the representatives of appropriate authority.
5. In the event of the material being considered to be inferior to that described in the specification, the Tenderer shall, on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his failing to do so within the period the Corporation reserve the right to remove all such rejected materials at the tenderer's risk and expenses and all such expenses incurred shall be liable to be deducted from sums due or which may become due, to the Tenderer including security deposit.
6. If the Tenderer or his work people break or deface any building, road, fence, enclosures or grassland or cultivated land, he shall make good the same at his own expenses, and, in the event of his refusing or failing to do so, the damage shall be repaired by the Corporation and the Corporation shall deduct the cost from any sums due, or which may become due, to the tenderer including security deposit.
7. The tenderer shall supply at his own expenses all tools, plant and implements , required for due fulfillment of his contract, and the materials shall remain at his risk till the date for final delivery unless it shall have been in the mean time removed for use by the Corporation.
8. The tenderer shall not be allowed to sublet the contract without specific order from the Corporation. In the event the tenderer subletting his contract without such permission he shall be considered to have thereby committed a breach of contract and his security deposit shall be liable to be forfeited by the Corporation and he shall have no claim for any compensation for any loss that may accrue to the tenderer from the materials collected or engagements entered into.
9. The decision of the Corporation shall be final binding and conclusive on all questions relating to the meaning of the specifications.
10. No claim shall be entertained or no benefit shall be arrived at for any typographical, arithmetical and clerical mistake in the tender papers viz. schedule, terms and conditions etc.
11. The contractors are to supply labour, materials and all other tools and plants for execution of the work. Tenderers are advised to inspect the site or sites before tendering of rates. No claim on the ground of insufficient data and absence of knowledge of local condition prevailing at site shall be entertained.
12. All materials to be supplied and used in the work by the contractor should be stacked properly at site for approval of the Charge officer of WBAIC Ltd and/or the representatives of Appropriate authority before use in the work.
13. All items of schedule of work are finished items unless otherwise stated.
14. Any extra item of work if considered necessary which does not cover the schedule must not be taken up by the contractor without obtaining prior written approval of the Charge Officer of WBAIC Ltd and/or the representatives of competent authority.
15. Complete tender documents are to be placed in a sealed cover with the name of work as well as group number on the left hand corner of the Envelope.
16. No Tender will be fit for consideration unless the tender documents are completely filled in. Any tender which is incomplete and does not comply with prescribed condition and stipulation will be liable for rejection at the time of opening.
17. Any correction made should be signed properly by the Tenderer.

General Manager  
W.B.A.I.C. Ltd.

**SPECIAL TERMS AND CONDITIONS**

**CLAUSE - 1.**

If the tenderer deliberately gives wrong information or suppress any material fact or creates false circumstances in his tender for acceptance of his tender, this Corporation reserves the right to reject such tender at any stage even after the acceptance of the tender or awarding the work in his favour.

If the tender is made by an individual it shall be signed by the individual in his full name and present address.

If the tender is made by proprietary firm it shall be signed by the proprietor in his full name and full name of his firm with its present address.

If the tender is made by a partnership firm, it shall be signed by all the partners of the firm in their full names and present addresses or by a partner holding the power of attorney for the firm for signing the tender in which case a certified copy of the power of attorney/ partnership deed shall accompany the tender.

If the tender is made by a limited company or a corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

All witnesses and sureties shall be persons of status and their full names, occupations, addresses shall be stated with their signatures.

Cancellation of any document such as power of attorney, partnership deed etc. should be communicated forthwith by the tenderer in writing to the tendering authority, failing which this Corporation shall have no responsibility or liability for any action taken on the strength of the said document.

All signatures in the tender document shall be dated.

**CLAUSE - 2: WITHDRAWAL OF TENDERS**

Tenderers may withdraw their tenders by written notice to the officer designated for receipt of tenders provided withdrawal is received prior to the dead line hour and date specified for receipt of tenders. Tenders withdrawn shall be returned unopened.

No tender shall be withdrawn after the tenders are opened.

**CLAUSE - 3: SUCCESSFUL TENDERS**

Only successful tenderers whose tender shall be accepted by the Corporation shall be intimated in writing.

**CLAUSE - 4: PAYMENT**

Payment shall be released on receipt of payment by the Corporation from the Ordering Authority concerned & after handing over the scheme to the representatives of Ordering Authority.

Statutory deductions, if any, will be deducted from the Tenderer's bill.

Security deposit will be released after six months from the date of completion of final work, on back to back basis, i.e. after receipt of payment by the Corporation from the ordering Authority.

**CLAUSE - 5**

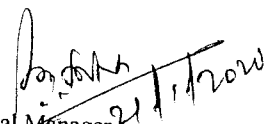
A certificate regarding satisfactory completion of work from the appropriate authority is required for passing the bills.

**CLAUSE - 6**

Pre-work and post work photographs should be submitted along with the relevant bills.

**CLAUSE - 7: Claim of payment after completion of the work at site**

Necessary completion report of the work from the concerned Charge Officer of WBAIC Ltd as well as competent Authority and other relevant documents should be submitted to this Corporation for preparation of bill & payment thereof.

  
 General Manager  
 W.B.A.I.C. Ltd.