



West Bengal Pollution Control Board

(Department of Environment, Govt. of West Bengal)
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INVITING TENDER NO. WBPCB/O&M-04(DGP)/2022-23[e-11] Dated : 01.12.2022 OF THE MEMBER SECRETARY, WEST BENGAL POLLUTION CONTROL BOARD

Inviting e-Tender

e-NIT No. WBPCB/O&M-04(DGP)/2022-23[e-11]

Dated : 01.12.2022

The Member Secretary, West Bengal Pollution Control Board invites e-tender for “Design, supply, erection, testing & commissioning of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) on turnkey basis at Durgapur office-cum-lab complex of WBPCB located at Sahid Khudiram Sarani, City Centre, Durgapur, Paschim Bardhaman, Pin – 713216 under buy-back scheme of existing air-conditioning system including 2 (two) years Comprehensive Maintenance Contract after expiry of warranty period” .

Detailed NIT may be seen from website of www.wbtenders.gov.in. Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal <https://wbtenders.gov.in> .

The tender details in the mode of **ITEM RATE WITH BUY BACK** for the following work (Submission of Bid through **online**) are mentioned as follows :-

I. Name of the Work:

Design, supply, erection, testing & commissioning of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) on turnkey basis at Durgapur office-cum-lab complex of WBPCB located at Sahid Khudiram Sarani, City Centre, Durgapur, Paschim Bardhaman , Pin-743 126 under buy-back scheme of existing air-conditioning system including 2 (two) years Comprehensive Maintenance Contract after expiry of warranty period.

II. Estimated Cost of the Project: Rs.8,18,300.00 (Rupees Eight Lakh eighteen Thousand and Three Hundred) only including GST & LWC.

III. Cost of Tender Document (Tender Fee) :

Cost of Tender document is **Rs 1000.00 (Rupees One Thousand only)**. The cost of tender document is non-refundable. The tender fee should be submitted through online vide Memorandum No. 3975 – F (Y) dated, 28th July 2016 of the Audit Branch, Finance Department, Govt. of West Bengal. For details procedure a copy of the said Memorandum is attached as a part of the tender document.

IV. Bid Security (Earnest Money Deposit (EMD)) :

The Bid Security/EMD is Rs.16,366.00 (Rupees Sixteen Thousand three hundred Sixty-Six) only. Necessary Earnest Money (EMD) should be submitted through online vide Memorandum No. 3975 – F (Y) dated, 28th July 2016 of the Audit Branch, Finance Department, Govt. of West Bengal. For details procedure a copy of the said Memorandum is attached as a part of the tender document.

No exemption of Bid Security /Earnest Money Deposit (EMD) or tender document fee is allowed.

In case of failure on the part of Agency to comply with the instruction as given to them/him from time to time regarding Signing Agreement, Commencement of Work in time or whatever, the EMD will be forfeited.

Those Bids submitted without Earnest Money along with tender, shall be treated as cancelled/rejected. EMD of the successful Bidder will be released after submission of Contract Performance Guarantee/Security Deposit / Bank Guarantee/Demand Draft/Pay Order in favour of West Bengal Pollution Control Board payable at Kolkata at the time of execution of contract agreement (within 15 days from the issuance of LoA/Work Order).

The successful bidder needs to submit the Contract Performance Guarantee/Security Deposit / Bank Guarantee/Demand Draft/Pay Order as following manner –

1. For Design, supply, erection, testing & commissioning of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) on turnkey basis at Durgapur office-cum-lab complex of WBPCB located at Sahid Khudiram Sarani, City Centre, Durgapur, Paschim Bardhaman, Pin – 713216 , the successful bidder should submit Contract Performance Guarantee (CPG) @ 3% (three percent) of total contract/work order value for the said job for one year four months. The options for CPG are: - 1. Demand draft payable to “West Bengal Pollution Control Board” or 2. Bank Guarantee (BG) in a format is available with the account section of the Board. The same will be released after successful completion of 1 (one) year defect liability period subject to submission of the Contract Performance Guarantee/Security Deposit in the mode of Bank Guarantee/Demand Draft/Pay Order based on the quoted amount for CAMC service .
2. For Comprehensive Annual Maintenance Contract (CAMC) of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) after expiry of one year warranty period: - The successful bidder should submit Contract Performance Guarantee (CPG) of 3% (three percent) of Quoted value/contract/work order value of said job only for two years. The options for CPG are: - 1. Demand draft payable to “West Bengal Pollution Control Board” or 2. Bank Guarantee (BG) in a format is available with the account section of the Board and will be released after successful completion of 2 (two) years CAMC period.

Non-acceptance of work order within stipulated time frame, in case of a successful Bidder, will result in the forfeiture of EMD. Tender without EMD will not be considered and will be treated as cancel.

V. Completion Time :

Completion period for the project are as follows:

Work Details	Completion Time from the date of placement of ‘Letter of Award’
Design, supply, erection, testing & commissioning of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) on turnkey basis.	2 months
Comprehensive Annual Maintenance Contract of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) after expiry of one year warranty period.	2 years

VI. Location of the work:

Durgapur office-cum-lab complex of WBPCB located at Sahid Khudiram Sarani, City Centre, Durgapur, Paschim Bardhaman , Pin-743 126

VII. Eligibility criteria for participation in tender: -

1. Required certificates as credential should be issued by the Executive Engineer or equivalent or competent authority of a State/Central Government., State/Central Government undertaking, Statutory/Autonomous bodies constituted under the Central/State statute. The executed value of completed/running work of **similar nature of work with allied job like setting up air-conditioning system and electrical job etc.** will be taken as credential

as follows:

- a. Intending bidders should produce credentials of 3 (three) similar nature of completed work of the minimum value of 40 (forty) % of the Estimated Amount put to tender during 12 (twelve) years prior to the date of issue of this tender notice; or,
- b. Intending bidders should produce credentials of 2 (two) nos similar nature of completed work, each of the minimum value of 50 (Fifty) % of the estimated amount put to tender during 12 (twelve) years prior to the date of issue of the tender notice; or,
- c. Intending bidders should produce credentials of one single similar nature which has been completed to the extent of 80 (Eighty) % or more of the estimated amount put to tender during 12(twelve) years prior to the date of issue of the tender notice; or,

2. The credential should be supported by Work Order, Price Schedule or BOQ of Work and Completion Certificate mentioning the Date of Completion issued by the competent Authority in their Office letterhead containing proper Office Address, Phone and contact details. The Completion Certificate should indicate the value of the Work (equal to booked expenditure) [Non Statutory Documents].

N.B. Estimated Amount put to Tender, Tendered Amount, Actual Date of Completion of the Project & detail Address for communication must be indicated in the Credential Certificate.

3. The Bidder also should attach photocopy of **PAN Card, Latest IT Return acknowledgement, Professional Tax Enrolment certificate or current year challan, Valid Trade License, proof of GST Registration no.** (Non-statutory Documents).

Registered Unemployed Engineers' Co-operative Societies/Unemployed Labour Co-Operative Societies are required to furnish valid Bye Law.

4. Bidder's Net Worth for the last year calculated to the firm should be positive.

5. The Bidder must ensure for the necessary License from the Govt. of W.B./competent authority of other Govt. as applicable for the competency to execute the above mention job after awarding the work. (Non-statutory Documents).

VIII. Security Deposit/ Contract Performance Guarantee:

The successful bidder needs to submit the Contract Performance Guarantee/Security Deposit / Bank Guarantee/Demand Draft/Pay Order as following manner at the time of execution of contract agreement (within 15 days from the issuance of LoA/Work Order) –

1. For Design, supply, erection, testing & commissioning of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) on turnkey basis at Durgapur office-cum-lab complex of WBPCB located at Sahid Khudiram Sarani, City Centre, Durgapur, Paschim Bardhaman, Pin – 713216 , the successful bidder should submit Contract Performance Guarantee (CPG) @ 3% (three percent) of total contract/work order value for the said job for one year four months. The options for CPG are: - 1. Demand draft payable to “West Bengal Pollution Control Board” or 2. Bank Guarantee (BG) in a format is available with the account section of the Board. The same will be released after successful completion of 1 (one) year defect liability period subject to submission of the Contract Performance Guarantee/Security Deposit in the mode of Bank Guarantee/Demand Draft/Pay Order based on the quoted amount for CAMC service .
2. For Comprehensive Annual Maintenance Contract (CAMC) of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) after expiry of one year warranty

period: - The successful bidder should submit Contract Performance Guarantee (CPG) of 3% (three percent) of Quoted value/contract/work order value of said job only for two years. The options for CPG are: - 1. Demand draft payable to “West Bengal Pollution Control Board” or 2. Bank Guarantee (BG) in a format is available with the account section of the Board and will be released after successful completion of 2 (two) years CAMC period.

No interest will be paid on security deposit. EMD will be released on submission of Performance Guarantee in prescribed format available with the account section of the Board

The options for CPG are:-1. Demand draft payable to “ West Bengal Pollution Control Board” or 2. Bank Guarantee (BG) in a format is available with the account section of the Board.

EMD will be released after submission of BG.

IX. The prospective bidders or any of their constituent partner(s) should not have been **abandoned** more than one work. Not more than one of their contracts should have been **rescinded** during the last 3 (three) years from the date of publishing of this NIT. Such abandonment or rescission will be considered as disqualification towards eligibility (a declaration in this respect through Affidavit will have to be furnished by the prospective bidders without which the technical bid will be treated as **nonresponsive**. Neither prospective bidder nor any of constituent partner(s) should have been debarred to participate in tender(s) by the Board during the last 5 (five) years prior to the date of this NIT. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).

X. **Constructional Labour Welfare Cess @ 1(one)%** of cost of construction will be deducted from the bills of the contractors on all contracts awarded on or after 01.11.2006 in persuasion with G.O. No. 599A/4M-28/06 dated 27.09.2006. The GST, Royalty & all other Statutory levy/Cess will have to be borne by the contractor & the rate in the schedule of rates are inclusive of all the taxes & Cess stated above.

XI. Successful tenderers will be required to observe the following conditions strictly:

- i) Employees’ Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
- ii) Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
- iii) Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers’ (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.

XII. All liabilities arising out of engagement of workers are duly met before submission of bills for payment.

If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.

XIII. For Work: No Mobilization Advance and Secured Advance will be allowed. Payment against the installation and commissioning of the job will be made as per actual measurement on receipt of your bill in triplicate after satisfactory completion of the work duly certify by the Engineer-in-charge (EIC) followed by handing over of the project.

The charges for the buyback of the existing air-conditioning unit will be deducted from the bill as per order.

For CAMC: Running Account bill shall be paid against up to date work done on quarterly basis against the production of bill in triplicate after successful completion of AMC job on the basis of actual measurement/work done at site duly certified by the Engineer-in-Charge by A/c payee cheque /RTGS/NEFT.

Deduction will be made for cess & taxes as per Govt. Rules.

XIV. Bids shall remain valid for a period not less than 120 (One Hundred Twenty) days from the last date of submission of Financial Bid/Sealed Bid. In case of inadvertent typographical mistake found in the specified schedule of rates/BOQ, the same will be treated to be so corrected as to conform to the relevant schedule of rates prevailing at the time of floating of tender and/or technically sanctioned estimate. No claim whatsoever for such inadvertent

typographical mistake will be entertained.

XV. All materials required for the proposed work will have to be of specified grade & approved brand in conformity to relevant code of practice (latest revision) & manufactured accordingly & will have to be procured & supplied by the agency at his/their own cost including all taxes.

XVI. Date & Time Schedule:-

SL. NO.	PARTICULARS	DATE & TIME
1.	Date of uploading of N.I.T. & Bid Documents (Online)	01.12.2022 at 17.30 Hrs.
2.	Bid Documents download start date (Online)	01.12.2022 from 18.00 Hrs.
3.	Pre- bid Meeting	05.12.2022 at 13.00 Hrs.
4.	Minutes of Pre-bid meeting to be uploaded	07.12.2022 at 14.30 Hrs
5.	Bid proposal submission start date (Online)	07.12.2022 From 17.00 Hrs.
6.	Bid Submission through e-tendering end date (Online)	19.12.2022 up to 17.30 Hrs.
7.	Bid opening date for Technical proposal (Online)	20.12.2022 at 11.00 Hrs.
8.	Date of Opening of financial bid	Intimated later

XVII. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Member Secretary, WBPCB in writing for written instruction or decision. Thereupon, the Member Secretary, PCB shall give its written instructions or decision within a short period as deemed fit from the date of receipt of the contractor's letter.

XVIII. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense. Issuance of letter of acceptance/Work Order may be delayed and/or work may be financially restricted up to the limit of existing administrative approval until receipt of revised administrative approval from the competent authority (in applicable cases). Also issuance of letter of acceptance/work Order may be delayed and/or work may be restricted in some stretches till necessary land for the same is made available and/or encroachments are removed (in applicable cases). No claim, whatsoever, for such delay in issuance of Letter of Acceptance/Work Order and/or restriction of work will be entertained. Intending bidders may keep these criteria in mind while participating in tender and/or while quoting their rates.

XIX. There will be a "Defect Liability Period" of **01 [One] year** from the date of completion for design, supply, erection, testing and commission job. The security deposit/contract performance guarantee will be released after expiry of defect liability period on the basis of the satisfactory completion certificate issued by the Competent Authority. If any defect/damage is found during the period as mentioned above, the contractor will make the same good at his own expense up to the specification on a par with , or on default, the Engineer-in-Charge may cause the same to be made good by other agency and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter become due to the contract or from his security deposit or the proceeds of the sale thereof, or of sufficient portion thereof.

XX. If the contractor or his workmen or servant or authorized representatives shall break, deface, injure or destroy any part of the building, in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephones posts or wires tress, grass or grassland or cultivated ground contiguous to the premises of which the work or any part of it is being executed or if any damage shall happen to the work from any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within a period of **One Year** after issuance of certificate of its completion by the Engineer – in charge, the contractor shall make the good at his own expense, or in default, the Engineer – in –charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums whether under this contract or otherwise, that may be then, or at any time thereafter become due to contractor by the Board, or from his security deposit or the proceed of the sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in –charge (which opinion shall be final and conclusive against the contractor), of making such damage or

imperfection good shall exceed the amount of such security deposit and or such sum, it shall be law full for the Board to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

XXI. *In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by Board.*

XXII. No **CONDITIONAL/INCOMPLETE TENDER** will be accepted under any circumstances. And in the event of acceptance of lowest tendered rate no multiple minimum rates will be considered by the Board.

XXIII. The Member secretary, WBPCB, reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder are incorrect/manufactured/fabricated, that tender will be out rightly rejected and further penal action may be taken against him as per rule.

XXIV. In case there is any objection regarding prequalifying an agency, that should be lodged to the Chairman of the Bid Evaluation Committee within 48 hours from the date and time of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Bid Evaluation Committee.

XXV. Before issuance of LOA/work order, the tender inviting authority may verify the credentials & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, in that case LOA/Work Order will not be issued in favour of that tenderer under any circumstances and further penal action may be taken against him as per rule.

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

- i. NIT
- ii. Special terms & Conditions.
- iii. Technical bid
- iv. Financial bid

In case of inadvertent typographical mistake in the BOQ/Schedule of works/Price Schedule/rates/elsewhere, the same may be treated to be so corrected as to conform to the relevant schedule of rates and or technically sanctioned estimate.

XXVII. Qualification Criteria:

The Bid Evaluation Committee will do the Technical and Financial Evaluation of the bidders for the works and make recommendation to the tender accepting authority. The bidders will have to meet all the minimum criteria regarding:-

1. Financial Capability :

Financial capacity of bidder will be judged as mentioned in the NIT, Sl No. VII - Eligibility Criteria for participation in tender and the basis of net worth and the information furnished in Form-I & II (Section-B) i.e. Application (for pre-qualification) & financial statement.

2. Technical Capability comprising of experience and credentials :

The eligibility of a bidder will be ascertained on the basis of his digitally signed documents in support of the minimum criteria as mentioned in above with the help of his DSC. If any document submitted by a bidder is either manufactured or false, in such case the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice and further penal action may be taken against him as per rule.

The Bid Evaluation Committee reserves the right to ignore minor deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee/authority will be entertained. In case of second and subsequent calls, the Bid Evaluation Committee reserves the right to ignore some deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

XXIX. Pre-Bid Meeting :-

The bidder or his authorized representative is invited to attend the pre-bid meeting to be held at the office of the Board on **05.12.2022 at 13.00 hrs.**

- a) The purpose of the meeting will be to clarify issues regarding the Bidding Document.
- b) The bidder is required to submit questions in writing or by cable to reach the Board's office with a copy to the owner, not later than three days prior to the pre-bid meeting.
- c) Record notes of meeting including the text of the questions raised and responses given will be transmitted without delay to prospective bidders who have purchased the Bidding Documents. Any modification of the Bidding Document which may become necessary as a result of the pre-bid meeting shall be made by the Owner / Board exclusively through an addendum to the bidding documents and not through the record notes of the pre-bid meeting.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- e) The bidder is not expected to raise any additional query after pre-bid meeting and the Owner is not obliged to reply any such query.
- f) The pre-bid meeting shall be open to any prospective bidders.

XXX. The rates quoted shall be inclusive of all duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the WBPCB. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work.

XXXI. The Tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of Tendering and for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

The rates quoted in the Tender shall be for completing the work according to the detailed specifications including supplying material, labour, scaffolding etc. at site. The rate shall also include all the tax and statutory liabilities levied by Central Government or State Government or any local authorities. The rates shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. The rates shall also include transportation, loading and unloading, freight charges, transit, insurance etc. The rate shall also include handling, transportation from store to place of work of the materials.

XXXII. If in the opinion of the Engineer-in-charge the works be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of WBPCB's Engineer instruction hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the WBPCB for which he shall have specifically applied in writing or (h) from other causes which the WBPCB may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the WBPCB may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the WBPCB but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of WBPCB to proceed with work.

Sd/-

**Member Secretary
West Bengal Pollution Control Board**

West Bengal Pollution Control Board

SECTION – A

INSTRUCTIONS TO THE BIDDER

West Bengal Pollution Control Board

INSTRUCTIONS TO BIDDERS

Definitions/Instructions/Guidelines are furnished below to the Bidders for assisting to participate in e-tendering system:-

1. DEFINITIONS

Unless the context of these instructions to Bidders otherwise requires the following terms wherever used in this Instructions to Bidders shall have the meaning defined hereunder:

Words imparting the singular shall also include the plural and vice versa where the context requires. Whether the words and phrases defined in this Clause are capitalized or not in the Contract shall not affect their meaning.

1.1 "The Board" means the West Bengal Pollution Control Board (WBPCB), having its office at Paribesh Bhavan, 10A, Block LA, Sector III, Kolkata - 700106, and shall include any person or persons authorized by the Board..

1.2 "The Department" means the Department of Environment, Government of West Bengal having its office at "Pranisampad Bhavan", 5th Floor, Salt Lake, Sector-III, Block – LB-II, Kolkata- 700106.

1.3 "The Technical Bid" means the Technical part of the Bid.

1.4 "The Financial Bid" means the financial part of the Bid.

1.5 "The Bidder" means either the Contractor/Firm or his authorized Representative, who submits the Bid for the Work.

1.6 "The Authorized representative" means the bidder who has enclosed the authorization in their letter head.

1.7 "The Bidding Documents" mean Notice Inviting Tender and all the documents in Section- A to Section – E including in the bidding documents annexed thereto.

1.8 "The Agreement" means the written agreement to be concluded between the Board and the Contractor and includes terms and conditions stipulated on the Bidding Documents and any other descriptions annexed thereto which form an integral part of the agreement to be provided by the Board.

1.9 "The Sites" means the location as specified in the Table of List of Works above.

1.10 "The Contract Price" means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.

2. Introduction:

West Bengal Pollution Control Board, herein after referred to WBPCB, a regulatory authority (autonomous body/statutory organization) under Environment Department, Govt. of West Bengal has been constituted/established in the year 1974 as per provision under the Water (Prevention and Control of Pollution) Act, 1974 for protecting the environment, prevent and control the environmental pollution in the State of West Bengal. The Board has been entrusted with the Central Acts and relevant Rules for pollution control as notified thereof from time to time.

3. General guidance for e-Tendering:

Instructions/Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

4. Registration of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to <https://wbtenders.gov.in> (the web portal of public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

5. Digital Signature certificate (DSC)

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to Tenderer DSC is given as a USB e-Token.

The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

6. Submission of Tenders.

General process of submission : Tenders are to be submitted online through the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following in further two covers (folders):

A-1. Statutory Cover Containing

- i. Prequalification Application (Sec-B, Form – I)
- ii. Financial Statement (Section – B, Form – II).
- iii. Tender form & NIT with all agenda & corrigendum (***download & upload the same digitally Signed, quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in the tender document, the tender liable to summarily rejected***).
- iv. Special Terms, conditions & specification of works.

A-2. Non statutory Cover Containing

- ii. Professional Tax Enrolment Certificate or Current Professional Tax (PT) deposit receipt challan, PAN Card, latest IT return acknowledgement, GST Registration Certificate.
- iii. Valid Trade License and Registration Certificate under Company Act (if any).
- iv. Registered Power of Attorney (For Partnership Firm/Private Limited Company, if any) against authorized signatory and holding of DSC.
- vi. Bye laws are to be submitted by the Registered labour Co-Op (S) & Engineers' Co.-Opt.(S)
- x. Credential certificate should be issued by the Executive Engineer or equivalent or competent authority of a State/Central Government., State/Central Government undertaking, Statutory/Autonomous bodies constituted under the Central/State statute, on the executed value of completed/running work will be taken as credential.
- xi. Scanned copy of Original Credential Certificate (supported by Work order, Price Schedule or BOQ) during the last 12 (twelve) years prior to the date of issue of this NIT is to be furnished.

Note:- Failure of submission of any of the above mentioned documents (as stated in A1 & A2) will render the tender liable to be summarily rejected for both statutory & non statutory cover.

C. Financial proposal:

- i. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate (item rate/percentage excess/Less/at par) online through computer in the space marked for quoting rate in the BOQ.
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

Financial capacity of a bidder will be evaluated as mentioned in the N.I.T. to be derived from the information furnished in Form-I & II (Section-B) i.e., Application (for Pre-qualification) & Financial Statement.

7. Bid Evaluation committee (BEC):

- I. Bid Evaluation Committee will continue to function for determination of technically qualified contractors.
- II. Opening & evaluation of tender :-
Opening of Technical proposal: - Technical proposals will be opened by the member of the bid evaluation committee.
Intending tenderers may remain present if they so desire.
- III. Technical proposal will be evaluated at first stage. Then, the financial proposal will be evaluated. If there is any deficiency/discrepancy in the statutory documents, the tender may be rejected.
- IV. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evaluation committee.
- V. Pursuant to scrutiny & decision of the Bid Evaluation Committee, the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- VI. While evaluation the committee may summon the bidders(s) & seek clarification/information or additional documents or original hard copy of any of the documents already uploaded & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

8. Penalty for suppression/distortion of facts:-

Suppression of any fact or submission of false/fabricated document, by tenderer is strictly prohibited & if found the matter may be referred to the appropriate authority for prosecution as per relevant IT Act/other relevant Acts and further penal action may be taken against him as per rule.

9. Rejection of Bid:-

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (tender accepting authority) action.

10. Award of Contract:-

1. The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Letter of Acceptance.
2. The Letter of Acceptance will constitute the formation of the Contract. Issuance of LOA/work order may be delayed due to unavoidable circumstances and no claim, whatsoever, for delay in issuance of LOA/Work order will be entertained.
3. The Agreement will incorporate all necessary documents e.g. N.I.T., all addenda-corrigendum, special terms & conditions (Section –C), different filled-up forms (Section –B), B.O.Q., for the works under this NIE-T. The same will be constituted between the Tender Accepting Authority and the successful Bidder. Agreement should be signed as given in Section-B Form-VI.

West Bengal Pollution Control Board

SECTION – B

FORMS

SECTION – B

FORM –I

PRE-QUALIFICATION APPLICATION

To

The Member Secretary

West Bengal Pollution Control Board

Ref: - Tender

for _____

_____ (Name of work) _____

e-NIT No. WBPCB/O&M-04(DGP)/2022-23[e-11]

Dated : 01.12.2022

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me/us on behalf of _____ in the capacity _____ duly authorized to submit the order. The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith. We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

(a) Inviting & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.

(b) Tender Inviting & Accepting Authority/Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enco: - e-Filing:-

1. Statutory Documents
2. Non Statutory Documents

Date: -

Signature, name and designation

of Authorized Signatory

For and on behalf of

(Name of the Applicant)

The application is made by me/us on behalf of _____ in the capacity _____ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

1. Tender Inviting & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.
2. Tender Inviting & Accepting Authority/Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Encls: -

1. Statutory Documents
2. Non Statutory Documents

Date: - _____

Signature, name and designation of Authorized Signatory

For and on behalf of _____

(Name of the Applicant)

Signature, name and designation of Authorized Signatory

For and on behalf of

(Name of the Applicant)

Note:

1. All the necessary documents to be submitted in support of "Financial Statement" must be duly signed and sealed by the applicant/bidder and authenticated by Statutory Auditor's firm.

SECTION – B
Form – II
FINANCIAL STATEMENT

e-NIT No. WBPCB/O&M-04(DGP)/2022-23[e-11]

Dated : 01.12.2022

Name of Bidder:

1. The Bidder's Net Worth for the last year should be positive.
2. Bidders, who meet the minimum qualification criteria, will be qualified only if their available Turn Over at the

We hereby declare that:-

We hereby offer to carry out the work at the prices and rates mentioned in the Financial Bid.

We do hereby undertake that in the event of acceptance of our bid, the works shall be taken up as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We agree to abide by our offer for a period of 120 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions applicable to the tender and we do hereby undertake to carry out the work as per these terms and conditions.

Certified that the Tenderer is a Company and the person signing the tender is the duly constituted attorney.

We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this Day of 2022 (Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Firm) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

SECTION – B

Form – III

AFFIDAVIT – “Y”

(To be furnished in Non – Judicial Stamp paper of appropriate value duly notarized)

e-NIT No. WBPCB/O&M-04(DGP)/2022-23[e-11]

Dated : 01.12.2022

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted is proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.

2. The under-signed also hereby certifies that neither our firm _____ nor any of its constituent partners had been debarred to participate in Tender by any Department/Organization of Govt. of West Bengal during the last 5(five) years prior to the date of this NIT.

3. The under-signed also hereby certifies that neither our firm _____ nor any of its constituent partners have failed to executed more than one works contract under any directorate of Public Works Department and that neither our firm _____ nor any of its constituent partners was terminated by any rules of the Department/Organization by the Engineer-in-Charge/Employer during last 3(three) years.

4. The under-signed understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Board.

5. Certified that I have applied in the Tender vide e-NIT No. WBPCB/O&M-03(DGP)/2022-23[e-05] Dated : 13.10.2022 in the capacity of individual/as a partner of a firm & I have not applied severally for the same job.

6. The under-signed also hereby certifies that the Bid shall remain valid for a period not less than 120 (One Hundred twenty) days, after the dead line date for Bid submission.

7. I, the under-signed do certify that all the statements made in the attached documents are true and correct

8. I, the under-signed do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found/ascertain to be incorrect/fabricated/misrepresented/fraudulent etc. accordingly tender will be liable to be cancelled/terminated immediately & I/my firm/company shall also be liable to prosecuted under section 197, 199 & 200 of Indian Penal Code, 1860 along with section-71 & section-73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/Security Deposit.

Date_____

Signature, name and designation of Authorized Signatory

For and on behalf of_____

(Name of the Applicant)

SECTION – B

FORM – IV

EXPERIENCE PROFILE

e-NIT No. WBPCB/O&M-04(DGP)/2022-23[e-11]

Dated : 01.12.2022

Name of the Firm:

D.1 LIST OF WORKS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% IN RESPECT OF THE WORKS AS MENTIONED ABOVE EXECUTED DURING THE LAST FIVE YEARS.

Name of Employer	Name, Location and Nature of Work	Contact Price in Indian Rupee	Percentage of Participation of Company	Actual Date of Commencement of Work	Original Date of Commencement of Work	Actual Date of Completion of Work	Original Date of Completion of Work	Reasons for delay in Completion (if any)

Note: a) Certificate from the Employers to be attached.

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.

Signature, name and designation

of Authorized Signatory

For and on behalf of

(Name of the Applicant)

SECTION-B

FORM-V

STRUCTURE AND ORGANISATION

e-NIT No. WBPCB/O&M-04(DGP)/2022-23[e-11]

Dated : 01.12.2022

A.1 Name of applicant with Home Address :

A.2 Office Address :

Telephone No. :

Fax No.

E mail I.D. :

Signature, name and designation of Authorized Signatory

For and on behalf of _____

(Name of the Applicant)

SECTION-B

FORM-VI

ARTICLES OF AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF RS.100.00)

ARTICLES OF AGREEMENT made the _____ day of _____ between the West Bengal Pollution Control Board, (WBPCB) having its office at 10-A, Block - LA, Sector - III, Bidhannagar, Kolkata 700 106 (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the Contractor of the other part).

WHEREAS the Employer is desirous of executing the work for “Design, supply, erection, testing & commissioning of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) on turnkey basis at Durgapur office-cum-lab complex of WBPCB located at Sahid Khudiram Sarani, City Centre, Durgapur, Paschim Bardhaman, Pin – 713216 under buy-back scheme of existing air-conditioning system including 2 (two) years Comprehensive Maintenance Contract after expiry of warranty period”.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and schedule of Items and quantities, General conditions of Contract, specifications and all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive. (all of which are collectively hereinafter referred to as “the said conditions) the works shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantifies at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (Hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the said contract amount to be paid at the time in the manner set forth in the said conditions, contractors shall upon and subject to the said conditions execute and complete time work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The Employer shall pay the contractor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said conditions and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
4. The drawing, agreements and documents mentioned herein shall form the basis of this contract.
5. This contract is neither a fixed Lump Sum contract nor a piece work contract but is a contract to carry out the work as per the scope described and to be paid for according to actual work done at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.
7. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site or from day mentioned in the of acceptance letter whichever is earlier.
8. All payments by the Employer under this contract will be made only at Kolkata.
9. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulation laid down in the general conditions of contract.
10. That the several parts of this contract have been read by the contractor and fully understood by the contractor.
11. The following document shall also form a part of the Agreement :-
 - a) Contract Document – consisting of N.I.T, Instruction to the Tenderers, Articles of Agreement, General Conditions of Contract, Technical Specification and Schedule of Quantities for ‘Design, supply, erection, testing & commissioning of 2 nos each capacity of 11 TR microprocessor based ductable split air conditioning system (capacity- 11 TR x 2 Nos) on turnkey basis at Durgapur office-cum-lab complex of WBPCB located at Sahid

Khudiram Sarani, City Centre, Durgapur, Paschim Bardhaman, Pin – 713216 under buy-back scheme of existing air-conditioning system including 2 (two) years Comprehensive Maintenance Contract after expiry of warranty period

b) LOA/WO No. _____
_____ dated _____.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

SIGNED AND SEALED AND DELIVERED BY

(for Contractor)

In the capacity of _____

On Behalf of _____

In the presence of

(1) _____

Address : _____

SIGNED AND SEALED AND DELIVERED BY

_____ (for Board)

In the Capacity of _____

On Behalf of _____

In the presence of

(1) _____

Address : _____

West Bengal Pollution Control Board

SECTION – C

SPECIAL TERMS AND CONDITIONS

SECTION – C

SPECIAL TERMS AND CONDITIONS

e-NIT No. WBPCB/O&M-04(DGP)/2022-23[e-11]

Dated : 01.12.2022

C.1 General:

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned either in—

‘Schedule’, which means the Public Works Department Schedule of Rates for Building Works (Volume – I), Sanitary & Plumbing Works (Volume – II), Road & Bridge Works (Volume – III) and Electrical Works and Carriage etc. in different district of West Bengal for the working area effecting from **01.11.2017**, with up-to-date addenda and corrigenda, if any, issued by P.W.Dte or

For general conditions and general specifications of items of works provided in this BOQ, not appearing in the aforesaid specification books, relevant Public Works Department Schedule of Rates for Building Works (Volume – I), Sanitary & Plumbing works (Volume – II) and Road & Bridge Works (Volume – III) including Materials, Labour & Carriage in force with up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concerned Circle at the time of submission of tender for the working area will be considered. Also relevant specifications and criteria as provided in the relevant IS or IRC code of Practice may be followed where current PWD SOR is silent about the detail.

C.2 Definition of Engineer-in-Charge and commencement of work:

The word “Engineer-in-Charge” means the Senior Environmental Engineer (O&M and Building Cell), WBPCB. The word “WBPCB” appearing anywhere in the tender documents mean West Bengal Pollution Control Board. The word “approved” appearing anywhere in the documents means approved by the Engineer-in-Charge. The work will have to be taken up within specified time as mentioned in the work order. Failure to do so will constitute a violation of the contract stipulation as regards to proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

C.3 Terms & Conditions in extended period:

When an extension of time for completion of work is granted by the Engineer-in-Charge for valid reasons over which the contractor have no control, it will be taken as granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions, rates etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

C.4 Co-operation with other agencies and damages and safety of road users:

All works are to be carried out in close co-operation with the WBPCB and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality ,if any.

All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

C.5 Transportation arrangement:

The contractor will arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have to arrange at his own initiative so that progress of work is not hampered and no claim whatsoever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

C.6 Incidental and other charges:

The cost of all materials, hire charges of Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling chargers, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of GST (Central and/or State), Income Tax, Turnover Tax etc., all other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up to the entire satisfaction of the Engineer-in-charge of the work. No extra claim in this regard beyond the specified rate as per work schedule in this respect will be entertained.

C.7 Authorized Representative of Contractor:

The contractor should not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorized representatives in respect of one or more of the following purposes only.

1. General day to day management of work.
2. To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken as accepted by the contractor.

The selection of the authorized representatives will be subject to the prior approval of the Engineer-in-Charge concerned and the contractor will in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the attested specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorized for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorized representatives and the contractor will be bound to abide by such directions. The Engineer-in-Charge will not be bound to assign any reason for his revised directions. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.

C.9 Power of Attorney:

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department will not be bound to take cognizance of such of attorney.

C.10 Extension of time:

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants etc. will be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor to the Engineer-in-Charge.

C.11 Liquidated Damaged (LD)

Should the work be not completed to the satisfaction of the Employer within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncompleted or unfinished after the expiry of the completion date. The LD will be applicable @ 0.5% of the accepted tendered amount shown in the tender per week of delay subject to the maximum limit of 3% of the accepted contracted sum

C.12 Termination of Agreement/contract:

- i. Work order may be terminated by the Employer/Board giving a prior written notice of not less than 30 (thirty) days to the Contractor, in case of substantially to perform the responsibilities/duties by delaying of project, improper work, non-complying of specified job mentioned in the scope of work. In this scenario for inefficiency of the contractor for improper execution of the work, the EMD/Security Deposited/Contract Performance Guarantee will be forfeited
- ii. In case of termination by the Employer or in the event of Contractor closing its business, the Employer/WBPCB shall have the right to employ another Contractor to complete the work.

C.13. FORCE MAJEURE:-

i. Notwithstanding the provisions of other conditions of contract, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

ii. For the purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Board in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

iii. If a Force Majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

C.14. Termination for Insolvency:-

The Board may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Board.

C.15. Resolution of Disputes:-

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible in the first instance be resolved amicably between the Contractor and the Board/Owner's Officer.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitrator. Arbitration may be commenced at any time during the period of the Contract.

Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

C.16. Effectiveness:-

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the Works have been completed and all the payments have been made to the Consultant.

C.17. Laws and Regulations

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of the Nation shall have exclusive jurisdiction in all matters arising under this Contract.

The Contractor shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Contractor and their dependents, shall respect and abide by all laws and regulations of India.

The Contractor shall protect, absolve and indemnify the Board, and their representatives from any claim, loss or damage arising from any non-compliance alleged or proved, without claiming them for payment.

C.18 Contractor's Godown:

The contractor need to provide suitable godown to store the materials at the site of work. No separate payment will be made for these godowns or for the store yard.

C.19 Clearing Of Materials:

Before starting any work, work site, wherever necessary, must be properly cleared by the contractor itself. No separate payment will be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

C.20 Supplementary/Additional items of Works:

Notwithstanding the provisions made in the related printed tender form, any item of the work which can legitimately be considered as not stipulated in the specific price schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor, if so directed by the Engineer-in-Charge and the rates will be fixed in the manner as stated below: -

1. Rates of Supplementary items will be analyzed in the 1st instant as far as possible from the rates of the allied items of works appearing in the tender schedule.
2. Rate of supplementary items will be analyzed to the maximum extent possible from the rates of allied items of works appearing in the P.W. Department Schedule of Rates of probable items of work forming part of the tender document. Rates of SOR for the working area at the time of floating of N.I.T. will be applicable.
3. In Case, additional items do not appear in the above Public Works Department Schedule of Rates, such items for the works will be paid at the rates entered in the Public Works Department Schedule of Rates for the working area at the time floating of N.I.T.
4. If the rates of the supplementary items cannot be computed even after application of clauses stated above, the same will be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only. In that case the contractual percentage will not be applicable.

Unbalanced market rates will never be allowed

Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b), (c) & (d) stated above only.

It may be noted that the cases of supplementary items of claim will not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

C.21 Covered up works:

When one item of work is to be covered up by another item of work the later item should not be done before the formal item has been measured up and has been inspected by the Engineer-in-Charge or the Assistant Environmental Engineer, as the authorized representative of the Engineer-in-Charge and order given by him for proceeding with the later item of work.

C.22 Water and energy:

The contractor will have to arrange at his own cost, required energy for operation of equipment and machineries, for operating pump set, illuminating work site, office, etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at the site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and/or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from the department.

C.23 Serviceable Materials:

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures and handing over the same to the Engineer-in-charge of work of WBPCB lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recovered from the Contractor's bill at rates as will be assessed by the Engineer-in-charge.

C.24 Unserviceable Materials:

The Contractor will have to remove all unserviceable materials, obtained during execution at a place as will be directed. The contractor should dress and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.

C.25 Contractor's risk for loss or damage:

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim from the department.

C.26 Idle labour & additional cost:

Whatever may be the reason, no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. will be entertained under any circumstances.

C.27 Charges and fees payable by contractor:

1. The contractor will have to pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and will keep the department indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or law.
2. The Contractor will save and indemnify the Board from and against all claims, demands, suit and proceedings for or on account of infringement of any patent, rights, design, trade mark of name of other protected right in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

C.28 Tools and Plants:

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost. All cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

C.29 Realization of Departmental claims:

Any of sum money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Board and set off against any claim of Board for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government. If the entire claim of Government is not appropriated by this way, claim for balance amount may be appropriated as per Public Demand Recovery Act.

C.30 Compliance of different Acts:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or his Authorized Representative may at his discretions, take necessary measure over the contract.

The Contractor shall also make himself responsible for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall be bound to furnish the Engineer-In-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures over the contract.

C.31 Safety, Security and Protection of the Environment:

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

1. have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),
2. provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,
3. take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,
4. ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

C.32 Commencement of work:

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

C.33 Programme of work:

Before actual commencement of work the contractor shall submit a program of work. The contractor will submit a program for progress of work to complete the same within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such program in consultation with the contractor and such approved program shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him. The contractor must pay in writing, showing sufficient reasons therein for modification of program.

C.34 Setting out of the work:

The contractor shall be responsible for the true and perfect setting out of the work if any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor from their responsibility for correctness and rectification thereof.

C.35 Precautions during works:

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.

C.36 Timely completion of work:

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

C.37 Procurement of materials:

All materials required to complete execution of the work will have to be supplied by the contractor after procurement from authorized and approved source.

C.38 Rejection of materials:

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be

removed by the Contractor from the site within 24 hours from the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge will have the authority to cause such removal at the cost and expense of the contractor and the contractor will not be entitled to claim for any loss or damage on that

C.39 Implied elements of work in items:

Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges will be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are deemed to be inclusive of the same.

C.40 Tender Rate:

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawings and designs prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those will have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. **No conditional rate will be allowed in any case.**

The charges for the buyback of the existing air-conditioning system will deducted from the bill amount. No Dismantling, transportation or any other charges will be allowed for the buyback scheme.

C.43 Additional Conditions:

A few additional conditions under special terms and conditions:

C.43.1. Rate quoted will be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

C.43.2. Rate quoted will be inclusive of all Taxes.

C.43.3. Deep excavation of trenches left out for days should be avoided.

C.43.4. Labour welfare Cess will be deducted @ 1(one)% of gross bill value as per rule.

C.43.5. The whole work will have to be executed as per Departmental drawings available in this connection at the tendered rate.

C.43.6. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

C.44 Payment of Bills

No Mobilization Advance and Secured Advance will be allowed. Payment against the installation and commissioning of the job will be made as per actual measurement on receipt of your bill in triplicate after satisfactory completion of the work duly certify by the Engineer-in-charge (EIC) followed by handing over of the project.

The charges for the buyback of the existing air-conditioning system will deducted from the bill as per order.

For CAMC: Running Account bill shall be paid against up to date work done on quarterly basis against the production of bill in triplicate after successful completion of AMC job on the basis of actual measurement/work done at site duly certified by the Engineer-in-Charge by A/c payee cheque /RTGS/NEFT.

Deduction will be made for cess & taxes as per Govt. Rules.

No Mobilization Advance and Secured Advance will be allowed

C.45 Refund of Security Deposit:

As mentioned in clause VIII of the NIT.

West Bengal Pollution Control Board

Scope of Work and Technical Specification

Section – E

Scope of Work and Technical Specification

e-NIT No. WBPCB/O&M-04(DGP)/2022-23[e-11]

Dated : 01.12.2022

Section – I

AIR COOLED PACKAGED AND SPLIT AIR CONDITIONING UNITS

The scope of this section comprise the supply, erection, testing and commissioning of Air Cooled Packaged and Split Units conforming to these specifications and in accordance with the requirements of Drawings and Schedule of Quantities.

Type:

The Split Units shall consist of hermetically sealed Scroll compressor, motor, air cooled condenser, sump heaters, integral refrigerant piping and wiring, all mounted on a steel frame. Indoor unit to be installed for Split Unit within building, shall be housed in insulated cabinet consisting of cooling coil, blower with motor, filter & insulated drain pan. The Air Cooled Packaged Unit shall consist of hermetically sealed Scroll compressor, motor, sump heaters, integral refrigerant piping and control panel duly wired to compressor and air cooled condenser all mounted on a steel frame. The Air cooled condenser with fan duly mounted on a common frame shall be installed on the wall openings with suitable angle iron / channel frame to be provided by contractor. The suitable starters, switches, power control cabling between Air Cooled Packaged Unit and Air Cooled Condenser shall be included by the contractor.

Capacity:

The refrigeration capacity of Packaged Unit and Room Air Conditioners, split unit shall be as shown on Drawings and in Schedule of Quantities.

Sl No	Item	Quantity	Capacity
1	11 TR microprocessor based ductable split air conditioning system.	2 Nos	11 TR

COMPRESSOR AND MOTOR:

Compressor shall be hermetic reciprocating / Scroll, serviceable type and shall have dual pressure stat, and an operating oil charge. The motor shall be suction gas cooled and shall be sealed against dirt and moisture. The motor shall be suitable for $415 \pm 10\%$ / volts or $230 \pm 10\%$ volts, 50 Hz, A.C. supply.

REFRIGERANT PIPING AND CONTROLS:

Refrigerant piping and fittings interconnecting compressor condenser shall be all copper and valves shall be brass / gunmetal construction.

CASING:

The indoor & outdoor units shall be sectionalized / cabinet construction. Indoor units shall be consisting of fan section, coil section, filter section, and drain pan. Outdoor unit shall consist of condenser coil, fan & compressor. In case of package units, the compressor shall be mounted within the indoor units and in case of split unit, the compressor shall be mounted with the outdoor units. Each section shall be constructed of thick sheet steel all welded / bolted construction, adequately reinforced with structural members and provided with sufficient access panels for proper lubrication and maintenance. Base panel shall be constructed of fabricated steel structure provided with an under frame suitably braced. Each unit shall include one piece drain pan constructed of 20 gauge galvanized sheet steel plate. Drain pan shall extend under coil and fan sections with drain connections. Removable panels in fan and coil sections shall provide access to all

internal parts. Panels shall be internally lined with 2.5 cm thick fiber glass as per section “Insulation” for the thermal insulation and acoustic lining.

FAN MOTOR AND DRIVE:

Fan motor shall be suitable for $415 \pm 10\%$ volts or $230 \pm 10\%$ volts, 50 Hz, A.C. Supply, single phase, motors shall be provided with permanent capacitor. Motors shall be especially designed for quiet operation and motor speed shall not exceed 1440 rpm.

FAN:

Fan wheels and housing shall be fabricated from heavy gauge steel. Fan wheels shall be of double width, double inlet forward-curve, multi-blade type enclosed in a housing and mounted on a common shaft. Fan housing shall be made of die-formed steel sheets with stream-lined inlets to ensure smooth air flow into the fans, fan shaft bearing shall be oil/grease lubricated. All rotating parts shall be dynamically balanced individually, and the complete assembly shall be statically and hydraulically balanced. Fan speed shall not exceed 1000 rpm and maximum fan outlet velocity shall be 550 meters per minute.

COOLING COIL:

Cooling coils shall be of fin and tube type having aluminum fins firmly bonded to copper tubes assembled in zinc coated steel frame. Face and surface areas shall be such as to ensure rated capacity from each unit and air velocity across each coil shall not exceed 100 meters per minute. The coil shall be pitched in the unit casing for proper drainage. Each coil shall be factory-tested at 21 Kg. per sq.cm air pressure under water. Tube shall be mechanically / hydraulically expanded for minimum thermal contract resistance with fins. The number of fins per cm. shall be 4 to 5.

VIBRATION ISOLATORS:

The indoor and outdoor units shall be provided with ribbed rubber pad vibration isolators.

PAINTING:

Split units shall be factory finished with durable alkyd spray enamel. Shop coats of paint that have become marred during shipment or erection shall be cleaned off with mineral spirits, then coated with anti-corrosive paint to match the finish over the adjoining shop-painted surface.

PERFORMANCE RATING:

The unit shall be selected for the lowest operating noise level. Capacity rating and power consumption with operating points clearly indicated shall be submitted with the tenders and verified at the time of testing and commissioning of the installation.

PIPING

SCOPE

The scope of this section comprises the supply and laying of pipes, pipefittings and valves, testing and balancing of all water and refrigerant piping required for the complete installation as shown on the Drawings. All piping inclusive of fittings and valves shall follow the applicable Indian Standards. All welders used for piping erection shall be well qualified and shall have minimum 8 to 10 years' experience.

COLD WATER AND DRAIN PIPING

a. All pipes to be used for cold water (makeup), drain, condensate drain and fittings shall be U-PVC/C-PVC as indicated in BOQ.

b. All jointing in the pipe system shall be by screwed joints and /or by screwed flanges using 3 mm³ ply rubber insertion gaskets. Pipe threads and flanges shall be as per relevant BIS Codes.

- c. All pipes supports shall be mild steel, thoroughly cleaned and given one Primary coat of red oxide paint before being installed.
- d. For proper drainage of AHU Condensate, 'U' trap shall be provided in the drain piping.
- e. All condensate drain piping shall be insulated and painted as per the section "Insulation" as indicated in Schedule of Quantities.

REFRIGERANT PIPING

- a. All refrigerant pipes and fittings shall be hard drawn copper tubes and wrought copper / brass fittings suitable for connection with silvers older /phos-copper.
- b. All joints in copper piping shall be sweat joints using low temperature brazing and /or silver solder. Before joining any copper pipe or fittings, its interiors shall be thoroughly cleaned bypassing a clean cloth via wire or cable through its entire length. The piping shall be continuously kept clean of dirt etc while constructing the joints. Subsequently, it shall be thoroughly blown out using carbon dioxide / nitrogen.
- c. Refrigerant lines shall be sized to limit pressure drop between the evaporator and condensing unit to less than 0.2 kg per sq.cm.
- d. Sight glass with moisture indicator and removable type combination dryer cum filter with MS housing and brass wire mesh /punched brass sheet shall be installed in liquid line of the refrigeration system incorporating a three valve bypass. After ninety days of operation, liquid line drier cartridges shall be replaced.
- e. Heat exchanger shall be MS heavy duty pipe in pipe type and without any joint in the inner pipe.
- f. Horizontal suction line shall be pitched towards the compressor and no reducers shall be provided for proper oil return.
- g. After the refrigerant piping installation has been completed, the refrigerant piping system shall be pressure tested using Freon mixed with nitrogen / carbon-di-oxide at a pressure of 20 kg per sq.cm (high side) and 10 kg per sq.cm (low side). Pressure shall be maintained in the system for a minimum of 12 hours. The system shall then be evacuated to a minimum vacuum of 70 cm of mercury and held for 24 hours. Vacuum shall be checked with a vacuum gauge.
- h. All refrigeration piping shall be installed strictly as per the instructions and recommendations of air-conditioning equipment manufacturer.

TESTING

- a. All Testing will be done as per Manufacturers Standard.
- b. Before handover Owner's site representative shall be provided with certificate of cleaning of pipe systems, signed by the contractor.
- c. The Contractor shall provide all materials, tools, equipment, instruments, Services and labour required to perform the test and to remove water resulting from cleaning and after testing.

MEASUREMENT FOR PIPING

Unless specified otherwise, measurement for piping for the project shall be on the basis of Centre line measurements described herewith.

Piping shall be measured in units of length along the center line of installed pipes including all pipe fittings, flanges (with gaskets, nuts, and bolts for jointing), unions, bends, elbows, tees, concentric and / or eccentric reducers, inspection pieces, expansion loop etc. The above accessories shall be measured as part of piping length along the center line of Installed pipes, and no special multiples of pipe lengths for accessories shall be permitted.

The quoted rates for center line are measurements of piping shall include all wastage allowances, pipe supports including hangers, MS channel, PUF supports, nuts, check nuts, vibration isolator suspension where specified or required, and any other item required to complete the piping installation as per the Specifications. None of these items will be separately measured nor paid for.

However, all valves (gate/globe/check/balancing/purge/ butterfly/drain etc), strainers, thermometers, pressure gages shall be separately counted and paid as per their individual unit rates, which shall also include their insulation as per Specifications. Piping measurements shall be taken before application of the insulation. Contractor shall get pressure testing of pipes/measurements etc verified by the representative at site.

The contractor is supposed maintain the quality of product and best suitable equipment along with necessary test certificate to be utilized during the execution of the work. The preferred makes are listed as follows:

SI No	Name of the material	Approved makes
1	Microprocessor based ductable split air conditioning system	Daikin/ Hitachi/Carrier/Blue Star
2	GI Sheet	TATA / Jindal/SAIL
3	Nitrile Rubber Insulation	Superlon/Totaline
4	Power/Control Cables	Finolex/National/Polycab

Section – II

Scope of work for Comprehensive Maintenance Contract:-

1. Within the scope of warranty and comprehensive maintenance contract , the contractor will replace or repair of any defective part of the plant & equipment supplied, works done and service rendered under the contract and render periodic maintenance as a preventive measure to up keep performance of the air conditioning system.
2. Break down maintenance - All breakdown calls must be attended during the warranty and CMC period with a very short notice. The down-time of AC system should not be more than 24 hours (One day). Each and every complain will be communicated by any means either from purchaser or user, the contractor will acknowledge the complaint by providing the specific complain registration number in order to track the response of the complaint.
3. Routine Maintenance - In order to carry out the maintenance of the air-conditioning system, the contractor will provide required man power, material, consumables etc. within the scope of maintenance service. The minimum number of routine maintenance for the all equipment under the contract will be serviced 4 (four) times with equal interval.
4. Capital maintenance – Capital maintenance shall mean the major overhaul of any component or equipment of the air conditioning system which is not covered by routine , preventive and breakdown maintenance which may become necessary on account on account of excessive wear and tear , aging , which needs repair/replacement. Capital maintenance shall be conducted in presence of the authorized person of WBPCB after getting approval from WBPCB and it should be carried out about two months in advance of the ending of annual maintenance period, in order to ensure the satisfactory function of the system. In this regard, the decision of WBPCB will be final and binding.
 5. Maintenance Report – Maintenance report must be maintained at site and should be certified by the authorized person of West Bengal pollution Control Board. Payment will be processed after submission of certified maintenance report.
 6. The compressor will be checked for its proper functioning and if any defect is found, the same will be repaired /replaced.
 7. Cost of spare parts/consumables required shall be borne by the contractor as applicable to all activities. Safety controls such as pressure cut outs will be tested for proper functioning and in case of any malfunctioning they will be either repaired or replaced accordingly.
 8. Air filters will be inspected and cleaned or replaced, if necessary. Cost of filters will be borne by the Customer.
 9. Cooling coil will be inspected and cleaned, if necessary.
 10. The blower motor will be checked and any defects noticed will be attended to.
 11. The driver set of the blower section will be inspected, belt tension adjusted and belts changed, if necessary.
 12. Any defect in the electrical items and control wiring will be attended to.

13. Refrigerant gas will be topped up in the system as and when necessary without any extra charge.
14. Activities applicable to Water Cooled Units:
 - a. Condenser water pumps with motors will be checked for satisfactory functioning. Any repairs to them, if necessary, will be carried out by us.
 - b. Cooling tower nozzles will be inspected and attended to for proper spray and replaced, if necessary.
 - c. The contractor will carry out cleaning of the cooling tower sump once in a year
15. Activities applicable to Air Cooled Units:
 - a. The Condenser fan motor will be attended to.
 - b. The condenser coil will be inspected and cleaned.
 - c. Any repairs in the condenser coil will be attended to.
 - d. Repairs to refrigerant piping due to system problems will be attended to.

MEMORANDUM

Sub: Online receipt and refund of EMD of e-procurement through State Government e- procurement portal

The State Government procurement portal has already been integrated with the Payment Gateway of ICICI Bank for deposit of EMD and other fees by the bidders participating in e-procurement.

Now, in cancellation of this Department Memorandum No. 1526-F(Y) dated 18.03.2014, the Governor is pleased to prescribe the following procedure to be adopted for deposit of EMD / Bid Security related to e- procurement of the State Government Departments and its subordinate offices, PSUs, Autonomous and Local Bodies, PRIs, etc

1. Login by bidder:

- a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/Autonomous Body/Local Body/ PRIs, etc shall login to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the following payments modes:
 - i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii) RTGS/NEFT in case of offline payment through bank account in any Bank.

2. Payment procedure:

- a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:
 - i. 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.
 - ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
 - iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
 - iv. 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/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
 - v. If the transaction is failure, the bidder will again try for payment by going back to the first step. /

b) 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.
- iii. 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.
- iv. 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.
- v. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

3. Refund/Settlement Process:

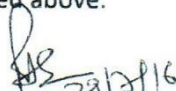
- i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, 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/PRIs, 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.
- vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.
- vii. Once the EMD of the L₁ 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/PRIs, etc tenders.
- viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

4. Accounting and Monitoring Process:

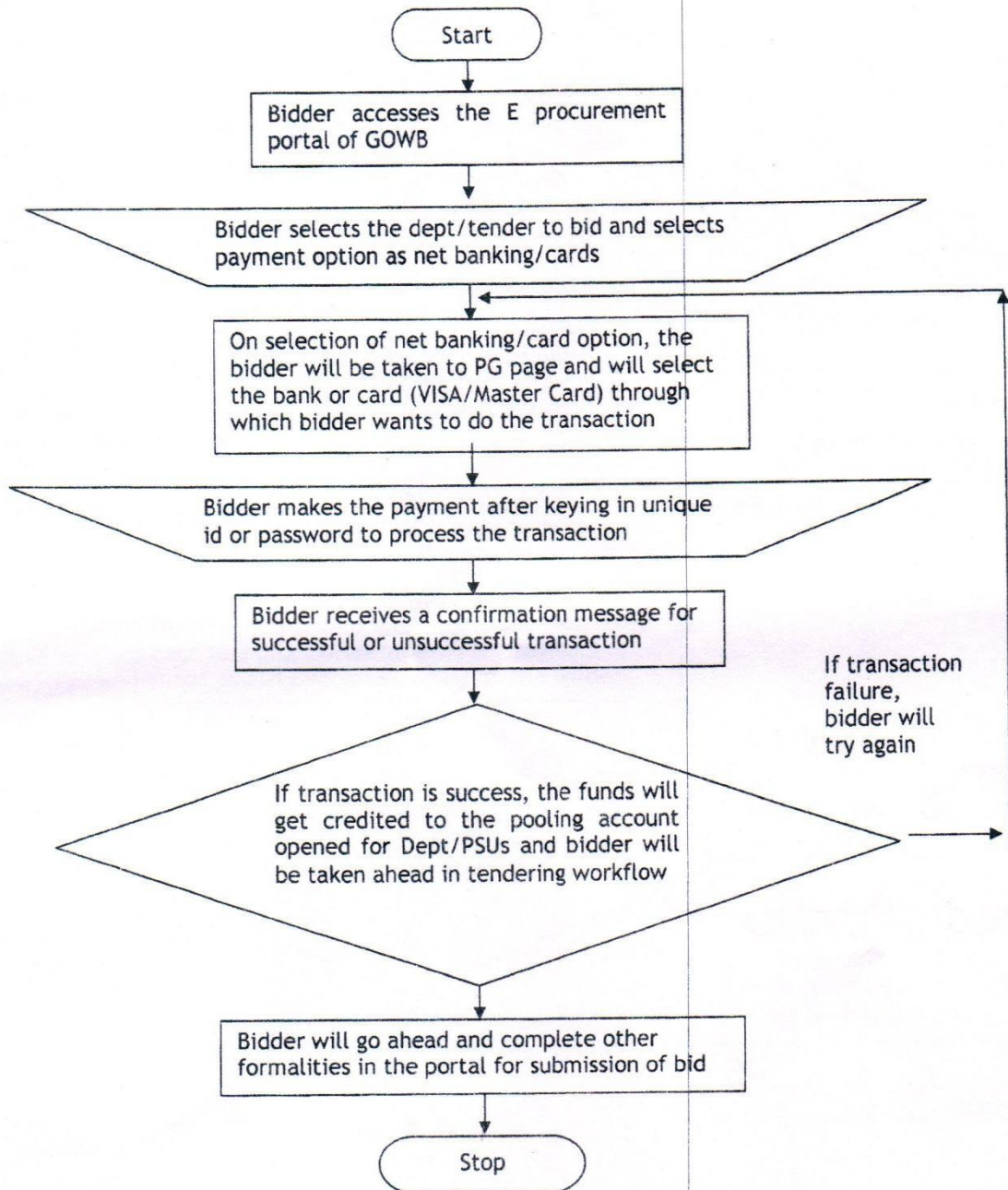
- The ICICI Internet Banking will communicate to the State Government e-Procurement portal all details of transactions on daily basis.
- The Tender Inviting Authority of the Government Offices/PSUs/ Autonomous Bodies/Local Bodies/PRIs, etc will be using their respective e-procurement User ID and Password to view the EMD and Tender Fees deposited by the bidders in the pooling accounts.
- The nodal officer of the Finance Department, Government of West Bengal will be able to view the Department-wise EMD and Tender Fees deposited by the bidders to the pooling accounts and fund transferred downstream at various stages of the tender process to the Government accounts and bidders’ accounts, as applicable by using user access as provided by NIC.
- The details of NIC E-Procurement Help Desk and toll free numbers of ICICI Bank are given in annexure.

The system will become effective from 01/08/2016 and can be used by any Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc. with effect from that date. However, with effect from 01/09/2016, all the EMD/Tender fees in respect of e-tender of all State Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will mandatorily be received and refunds/settlements made as per the procedure stated above.


(P A Siddiqui)

Secretary to the
Government of West Bengal
Finance Department

Process for payment through Payment gateway (PG) (Annexure I)



Process for payment through RTGS/NEFT (Annexure II)

