

# WEBFIL LIMITED

A STATE GOVT PSU

Registered Office

YULE HOUSE, 8.DR. RAJENDRA PRASAD SARANI, KOLKATA-700001 Phone:  
9133- 2242-8210/8550/223106304 Fax: 9133-2242-1335 email: [webfil@webfilindia.com](mailto:webfil@webfilindia.com)

## NOTICE INVITING TENDER

**Notice Inviting Tender No. WEBFIL/Works/Road/23-24/0003 Dated: 01-03-24**

**Name of the work:** Repair, renovation and construction of bituminous road and culverts of factory at Works (Kalyani).

The Purchase Department on behalf of WEBFIL LIMITED invites Tender for the work detailed in table below :-  
(Submission of bid through offline only).

Brief Description of Work	Tender Estimated Cost (Rs)	Earnest Money Deposit (EMD) (Rs)[Refundable]	Last Date and Time of Bid Submission (offline)	Opening Date and Time (offline)
Repair, renovation and construction of bituminous road and culverts of factory at Works (Kalyani).	Rs.16 Lakhs (Incl. all) approx.	Rs. 30,000/-	18.03.2024 11 A.M	19.03.2024 11 A.M
<b>BID Opening Venue</b>	<b>WEBFIL LIMITED, YULE HOUSE, 8 DR. RAJENDRA PRASAD SARANI, Kolkata 700 001</b>			

# WEBFIL

## ELIGIBILITY CRITERIA

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### 1 . Type of the Bidder

Participation in this tender is open to all qualified Contractors, encompassing Sole Proprietorship firms, Limited Liability Partnerships (LLP), Hindu Undivided Families (HUF), Partnership firms, Companies, Societies, and other legally recognized entities, engaged with the Public Works Department (PWD), Public Health Engineering Department (PHED), Central Public Works Department (CPWD), and various governmental bodies, including semi-governmental and private organizations.

### 2 . Qualified entities must have satisfactorily executed (as prime contractor) projects meeting the following specifications.

i) Interested tenderers are required to present credentials demonstrating completion of similar projects, with a minimum value of 80% of the estimated tender amount, within the preceding five years from the date of tender notice issuance.

Alternatively,

ii) Tenderers may submit credentials for two similar projects, each with a minimum value of 60% of the estimated tender amount, executed within the five years prior to the tender notice issuance date.

Alternatively,

iii) Tenderers may submit credentials for three similar projects, each with a minimum value of 40% of the estimated tender amount, executed within the five years prior to the tender notice issuance date.

**Similar projects are defined as construction, resurfacing, repair, and renovation of bituminous roads and bridges.**

iv) Payment certificates will not be considered as credentials.

v) Credential certificates issued by the Executive Engineer or equivalent authority of a state/central Government, state/central Government undertakings, statutory/Autonomous bodies constituted under central/state statutes/Semi Govt. organization including private organizations, attesting to the executed value of completed projects, will be accepted as credentials.

vi) Tenderers must demonstrate financial stability and possess requisite trade licenses, GST registration certificates, EPF registration certificates, ESI certificates, and any other applicable certifications.

vii) Contractors must adhere to the provisions outlined in the Child Labour (Prohibition and Regulation) Act, 1986. No labor below the specified age (as per Government Order) shall be engaged in the work.

viii) Submission of PAN card, Income Tax Return Acknowledgment Receipts for the last three assessment years, as well as balance sheets including profit and loss statements for the past three financial years, is mandatory.

### 3 . Incorporation certificate

The bidder should provide the certificate of incorporation under Company Act/Sole Proprietorship/LLP/HUF/etc. Participation in this tender is open to all qualified Contractors, encompassing Sole Proprietorship firms, Limited Liability Partnerships (LLP), Hindu Undivided Families (HUF), Partnership firms, Companies, Societies, and other legally recognized entities, engaged with the Public Works Department (PWD), Public Health Engineering Department (PHED), Central Public Works Department (CPWD), and various governmental bodies, including semi-governmental and private organizations.

### 4 . No Consortium is allowed

The Bids shall be submitted by only the Bidder; no consortium is allowed in this Bid. Declaration in this regard needs to be submitted.

### 5 . NO PART BID ALLOWED

Bidders have to quote all the items mentioned in tender document. No part bid will be accepted. Otherwise, the bid(s) will be treated as cancelled.

### 6 . Trade License

Copy of valid Trade License/ Certificate of Enlistment is to be enclosed with the bid.

### 7 . Banned by Govt. or like organizations

The bidder shall be required to give a declaration in their letter head that they have not been banned/ blacklisted/ debarred by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board Council or similar organization has banned the bidder and later on lifted the ban, the fact must be clearly stated.

The logo for WEBFIL, featuring the word "WEBFIL" in a bold, white, sans-serif font with a black outline, set against a dark grey background.

## SECTION-A

### INSTRUCTIONS TO BIDDERS

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- i). No advance will be allowed.
- ii). All Rates, Prices, Amounts and Sums quoted by the bidder shall be in Indian currency only. The language used throughout shall be English.
- iii). The tenderer shall visit and inspect the site and obtain all information on his own responsibility and at own cost, which may be necessary for the purpose of quoting and submitting the tender. No excuse or ignorance as to site conditions and local information shall be accepted after awarding of the contract. All costs, charges & expenses that may be incurred in connection with the preparation of his tender shall be borne by him and company accepts no liability whatsoever therefore.
- iv). Performance Guarantee @ 5 % of tender value/ amount to be deposited by the Contractor within 3 days from the date of issuance of P.O. / LOI. It is returnable after successful completion of total work. No interest will be paid on the money retained.
- v). Any extra or Substitute item(s) wherever required to be, the rate(s) to be settled as per the prevailing market rate & also after prior approval from our end.
- vi). **Security Deposit:**  
Retention money towards **performance Security @ 5% of the value of the work** shall be deducted from the **Contractor/ AGENCY** from the respective Invoices as per prevailing order. No interest will be paid on the money retained for Security Deposit.
- vii). Earnest Money Deposit (EMD) will be forfeited in the following cases –
1. If the tenderer withdraws / modifies his tender during the period of Bid Validity.
  2. If the tenderer does not accept the correction of arithmetical errors of his tender.
  3. If the tenderer after award of work, does not start the work within the stipulated time period as per Letter of Acceptance / Work Order.
- viii). The Rates quoted by the tenderer should be inclusive of all taxes & duties, freight, cost for loading & unloading etc. and must hold good till the completion of work and shall not be subjected to escalation due to increase in local market rates of materials and labour. No claim on this account what so ever shall be entertained at any stage including the extended period, if any.
- ix). The intending tenderers are required to quote the rate offline. The rate should be inclusive of all components and taxes.
- x). During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- xi). Before issuance of WORK ORDER, the Tender Inviting Authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances and his/their offer will be treated as cancelled
- xii). Assignment of the job to third party is not allowed without the consent of WEBFIL LTD



**xiii).** Deduction of Tax at Source, Deduction of all statutory and necessary Tax from each bill will be made as per Government Rules prevailing at the time of payment. The Company will issue necessary tax deduction certificate in due course of time.

xiv). Warrants Support – **The road work will be warranted for minimum 5 years from** the date of Completion of the whole work. Support for the entire warranty period will be ONSITE, COMPREHENSIVE and free of cost for the entire warranty period. The warranty should be provided on a non judicial stamp paper as per the prescribed format.

**xv).** Strict adherence to applicable labour laws/acts/rules/regulation: The Bidder must strictly adhere to all the relevant and applicable labour laws/acts and regulations, including but not limited to the Contract Labour (Regulation Abolition) Act, 1970; Payment of Wages Act, 1936; Minimum Wages Act, 1948; ESI Act, 1948; and EPF Act, 1952, along with any amendments, notifications, or other related laws, rules, and regulations.

xvi). Conditional / Incomplete tender will not be accepted under any circumstances. No. price preference and other concession will be allowed.

**xvii).** The Contractor has to submit the work programmed i.e. Bar Chart at the time of making formal agreement. The company will deploy site engineer/engineers/committee of supervisors to assess the quality and timely progress of the work.

xviii). Contractor has to remove all the debris from the site of execution and dispose them at suitable places shown by the Engineer or his authorized representative at site.

xix). The time for completion of work is **60days** & will be reckoned from the 7<sup>th</sup> day from the date of issue of Work Order or handing over of site, whichever is earlier.

xx). WEBFIL reserves right to cancel the tender at any point of time without any reason assigned thereof.

xxi). All temporary arrangements, staging, working platforms etc. is to be provided by the tenderer at his own expense to the satisfaction of the Engineer-in-Charge. The company will not however, be liable to pay any compensation due to accident, injury to the contractor's work men or any account what-so-ever.

xxii). The quantities indicated are approximate and may vary at the time of execution. The Company will exercise absolute discretion for operating all or some items of the schedule.

**xxiii)** The contractor is responsible for implementing and maintaining all necessary safety measures to prevent accidents or injuries during the execution of the work. This includes providing safety equipment, training of workers, and adhering to local safety regulations.

**xxiv)** .The contractor must adhere to specified quality standards and allow for periodic inspection by authorized personnel to ensure compliance. Non-compliance may result in penalties or termination of the contract.

**xxv)** The contractor agrees to indemnify and hold harmless the tender inviting authority from any claims, damages, or liabilities arising out of the contractor's performance or negligence.

xxvi). All materials used in road construction, including aggregates, asphalt, bitumen and other components, must meet the specified standards [ **MORTH ( 5<sup>th</sup> Rev.)** ] and be approved by the tender inviting authority before use.

xxvii). The bituminous road work shall be carried out by using bitumen of grade VG10 as approved by the company, especially from IOCL wherever applicable.



xxviii). **Dispute Resolution:** Any dispute or difference whatsoever arising out of or in connection with this tender, including any question regarding its existence, validity, interpretation, application, meaning, scope, operation or effect or termination there, shall be referred to and finally resolved by a Sole Arbitrator, who will be appointed by C. E of Webfil Limited and such proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 for the time being in force or as amended from time to time. The award made in pursuance thereof shall be final and binding on the parties.

xxix) All the documents should be tagged properly, numbered, stamped and signed and packed in proper envelope with sealing.

xxx) The Bid Documents incomplete in any form or manner or conditional Bid will be rejected out rightly.

xxxi) Sealed envelope should be super scribed "Tender for Repair, renovation and construction of bituminous road and culverts of factory at Works (Kalyani)."

xxxii) The completely filled Bid should be dropped in the Tender (Bid) Box kept in the Head Office at WEBFIL LIMITED, "YULE HOUSE ", 8, Dr. Rajendra Prasad Sarani, Kolkata - 700001, West Bengal within the stipulated date and time.

xxxiii) It may also be accepted by Registered Post/ speed post subject to reaching at Head Office before the Scheduled time of Bid Box Closing.

xxxiv) The Bidder can search & download N.I.T. & Tender Document(s) from computer once he/she visits the website [www.webfilindia.com](http://www.webfilindia.com).

xxxv) Manner of Bid Evaluation and Finalization for Award.

The Tender (Bid) Box will be opened as per given Schedule time by the Tender Committee at Head Office in the presence of the authorized representatives of the Bidder, who wish to be present at that time. All the Bids will be scrutinized by the Tender committee to check all relevant documents for their authenticity and relevance. Conditional bids without crucial Information / documents will be rejected out rightly. Upon evaluation and Scrutiny of offers in all aspects, fulfillment of all documents, the Bid Acceptance letter will be issued to the Best and Lowest quoted L- 1 responsive Bidder. In case of Failure of L – 1, the L -2 will be given opportunity to execute the order with same terms and conditions as well as the clauses reflected in this Bid Document at the Rate of L-1 or L-2 as case may be on Negotiation. The selection of the Bidder will be at the sole discretion of the Tender Committee.



## **SECTION B**

### **GENERAL TERMS & CONDITIONS**

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**1. Awarding of Contract**

WEBFIL will award the contract to the successful bidder whose bid has been valued as per Technical Spec. Price and Other criteria. WEBFIL reserves the right not to accept the Lowest Price bid without assigning any reason whatsoever and the bidder will not challenge such decision in any forum what so ever WEBFIL also reserves the right to split the order and / or drop any line item as per direction of the end customer. The contract will be awarded to the bidder securing lowest price as per their offer. The successful bidder will be issued LOI/Contract agreement.

**2. Deadline for Submission of Proposals**

Proposals will be received by WEBFIL at the specified address not later than 18-03-24 11:00 Hrs. WEBFIL may, at its discretion, extend this deadline. WEBFIL may also extend this deadline for any other administrative reason.

**3. GTC-EMD-ONLINE PAYMENT**

The bidder shall pay an EMD of Rs. 30,000/- through Net banking or through DD. The DD should be drawn in Favour of WEBFIL LIMITED, PAYABLE AT KOLKATA. The DD should be valid for 3 months from the date of submission of NIT.

**4. Force Majeure Condition**

If the execution of the contract/supply order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then WEBFIL LTD may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final.

**5. Detail Specification**

DETAILED SPECIFICATION/ B.O.Q. AS MENTIONED WITHIN THE TENDER DOCUMENT & ANNEXURE – Z.

The logo for WEBFIL, featuring the word "WEBFIL" in a bold, white, sans-serif font. The letters are set against a dark, rectangular background that has a slight 3D effect, appearing to be a dark grey or black block with a shadow underneath.

## SECTION C

### SPECIAL TERMS & CONDITIONS

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#### SPECIAL TERMS AND CONDITIONS

**1 . Consignee Details**

Consignee Details: WEBFIL LIMITED or any authorized representative assigned by WEBFIL.

**2 . Delivery & Site of work**

Delivery Installation location:

AS DIRECTED BY WEBFIL LTD i.e. at our Works: P.O. Gayeshpur, Kalyani dist Nadia, West Bengal, PIN 741234.

**3 . Taxes all inclusive**

Price will be all inclusive including tax, installation, freight, loading & unloading charges, insurance & any other charges. Tax portion should be mentioned separately.

**4 . Liquidated Damage**

It will be deducted proportionately if any damages occur or any delay in delivery of work happens.

**5 . Payment Terms**

Payment will be made against completion of the total work & will be made on submission of bills along with the receipted challans & completion certificate from the COMPETENT AUTHORITIES.

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## **Job Specification (B.O.Q.) :-**

SERIAL NO	DESCRIPTION OF WORK ( To be done)
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### **As per Annexure –Z**

**PLEASE NOTE: -**

- 1. Unit rate in Indian Rupees for all the respective serial no.(s)(both in figures and words) = Rs.\_\_\_\_\_.**
- 2. Total estimated tender value: Rs. 16,08,020 /- (Approx.)**

**\*\*\* Need at least 05 years application warranty from the date of completion\*\*\*.**

**WEBFIL**



**TECHNICAL COMPLIANCE STATEMENT**

ALL TECHNICAL PARAMETERS OF ITEMS ARE MANDATORY.NO DEVIATION IS ALLOWED.IN CASE OF ANY DEVIATIONS IN SPECIFICATIONS OF THESE ITEMS.THE BID WILL BE SUMMERILY REJECTED.

The bidder has to attach a technical compliance sheet in the following format.

<b>Sl. No.</b>	<b>Description of items</b>	<b>Accepted Make.</b>	<b>Offered Make &amp; Model</b>	<b>Compliance(Y/N)</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Signature



**EXPERIENCE PROFILE**

Name of the Firm.....

List of projects completed that are similar in nature to the works executed as stated above.

Sl No	Customer's Name	PO No and date	Value in Rs	Date of successful completion of job	Completion certificate date issued by customer

Note: Completion certificate to be attached.

Signature



**ORGANISATION DETAILS**

Name of Applicant :

Office address :

Telephone No :

Email ID :

GST Number :

Name and address of Bankers:

Attached an Organization chart showing the structure of the company with names of key personnel and technical staff with biodata:

Signature

**WEBFIL**

## WARRANTY AGREEMENT

This Warranty Agreement ("Agreement") is made and entered into on this [Date], by and between [Contractor's/Service Provider's Legal Entity Name], a [Sole Proprietorship/Company/LLP/HUF] registered under the laws/Acts of [ ], having its principal place of business at [ Address], hereinafter referred to as the " ia, West Bengal: 741234

### Project Details:

Project Name: **Repair, renovation and construction of Bituminous Road and culverts of the factory.** Service Provider," and Client Name: Webfil Limited, having its factory Address: Gayeshpur, Kalyani, Nadia.

Date of Completion:

### Scope of Work:

The Service Provider/Contractor, operating as [Sole Proprietorship/Company/LLP/HUF], has successfully completed the repair, renovation and construction of Bituminous Road and culverts of factory, as detailed in the agreement between the Client and the Service Provider.

### Warranty Period:

This Agreement is valid for a period of **Minimum 5 years** from the date of completion of the repair, renovation and construction of Bituminous Road and culverts of factory.

### Warranty Coverage:

**Free Repair and Patch Work:** The Service Provider/Contractor guarantees to provide free repair and patchwork services for any defects or damages that occur due to material defects or workmanship errors during the warranty period.

Repair and patchwork services will include but are not limited to:

- Filling potholes
- Patching cracks
- Resurfacing damaged areas.

### Regular Maintenance Services:

The Service Provider/Contractor commits to providing regular maintenance services to ensure the optimal condition and performance of the Bituminous Factory Internal Road throughout the warranty period.

Maintenance services will include but are not limited to:

- Regular inspections
- Cleaning debris and dirt
- Reapplication of sealants or coatings as necessary
- Any other maintenance deemed necessary by the Contractor/Service provider for the road's upkeep

**Non-Voidability:** Any failure by the Client to make payments shall not render this warranty null and void, and the Service Provider remains bound by the warranty terms. The warranty, a beacon of enduring promise, remains steadfast and irrevocable.

This Agreement, embodying the sanctity of contracts, is not voidable by either party or each party pledges to fulfill its obligations with the utmost sincerity. Any dispute arising shall be settled through amicable good faith negotiations.

### Signatures:

\_\_\_\_\_ Date: \_\_\_\_\_ [Service Provider's Distinguished Legal Entity Name] [Authorized Signatory]

\_\_\_\_\_ Date: \_\_\_\_\_ [Client Name: Webfil Limited] [Authorized Signatory]

**END OF DOCUMENT**

**WEBFIL**