



**NOTICE INVITING e-QUOTATION NO. WBUD&MA/EE/SLRD/NIQ-4(e) OF 2021-22.**

**1.0** E-Quotation is hereby invited for acceptance of the Special Engineer, Salt Lake Reclamation & Development Circle, Urban Development & Municipal Affairs Department for and on behalf of the Governor of West Bengal, for the works as in the table below from eligible bonafide, reliable and resourceful bidders **having sufficient experience in execution of similar type of works. Intending bidders who desire to participate in the tender are requested to log on to the departmental website [www.wburbandev.gov.in](http://www.wburbandev.gov.in) & Govt. Tender website <https://wbtenders.gov.in> for information about the tender.**

**NAME OF WORK: "Demolition of Water Tank No. 17 of capacity 62500 gallon at Sukanta Nagar, Bidhannagar, Kolkata under Salt lake Reclamation Division of Department of U D & M A"**

**Earnest Money Deposit: Rs. 25,000.00 (Rupees Twenty five Thousand) only.**

**TIME OF COMPLETION: 45(Forty five) Days.**

**2.0 SCOPE OF WORK**

*Water Tank No.17 whose capacity 62500 gallon and height is about 25 mtr is to be demolished upto Foundation level and to segregate different serviceable and valuable materials like bricks, reinforcement etc., to stage them properly in isolated area according to the instruction of Engineer-in-Charge and other materials like rubbish etc. are to be staged at campus and disposal of same to the suitable location conforming directives of the civic authority as per direction of the Engineering-in-charge. Payment would be made after satisfactory completion of work.*

✓ **Eligibility for participation in e-Quotation:**

*All Bonafide Indian contractors/Agencies/Organizations, Registered Companies/ Firms including Registered Partnership Firms, Proprietorship Firms, Registered Consortiums and contractors/bidders of equivalent grade or class having Pre-Qualification (PQ) Credential in the Government of West Bengal, Union Government Departments/ Other State Government Departments/ Engineering Wings of Gol /IRCON/RVNL/NHPC, Autonomous Project Authority and other similar organizations of Gol and State Governments/PSU and Corporations of Government of India and other States having successfully completed at least one similar in nature project and not otherwise debarred are eligible to participate, subject to fulfilling other PQ eligibility criteria laid down in the subsequent paragraph.*

✓ **Credential (Experience Profile certificate should be formatted and notarized )**

- (i) Intending tenderer should produce credentials preferably of similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,*
- (ii) Intending tenderer should produce credentials of 2(two) preferably similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,*
- (iii) Intending tenderer should produce credentials of one single running work of ) preferably of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above ; In case of running works; only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.*

*[This is as per Memo No. 03-A/PW/O/10C-02/14 , Dated: 12.03.2015 of Government of West Bengal, Public Works Department, Accounts Branch, Nabanna, Howrah, for amended Rule under Rule 226 (1) of PWD Code, Volume-I.]*

- (iv) Any agency having record with non satisfactory progress of work under this Salt Lake Reclamation and Development Circle may or may not be considered for work during Technical Evaluation.*

✓ **Credential Certificate (CC) as Prequalification Work Credential:**

- (v) Credential Certificates (CC) for one/single 100% completed work within last five financial years on the date of publication of NIT will only be accepted as valid PQ credential of work. Payment Certificate without containing mandatory details shall not be treated as valid CC.; In case of running works; only those tenderers who will submit the certificate of **satisfactory running work** from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.
- ii. It is desirable that CC should preferably contain the name with designation, postal address of office, contact Telephone No./FAX / e-mail ID of the authority issuing the CC for the work along with name of work, amount put to tender, date of completion of the work, gross final billed value of the 100% completed work, certificate of issuing authority indicating successful and satisfactory completion. Illegible certificates, incomplete contact details making it time consuming for verification purposes of CC issued by authorities outside the State are liable to be rejected by the Tender Evaluation Committee (HTEC/TEC).
- i. Credential Certificates (CC) of successfully completed works in any Department/autonomous authority of the Government of West Bengal will be considered. CC of 100% completed works executed under any other State / Central Government Ministry / Department / Nationalised Financial Institutions Organisation / Govt. Undertaking / Govt. Enterprises or Government Institutions or Local Government Bodies (Notified Development Authorities / Govt. Trusts, Municipal Corporations, Municipalities, Zilla Parishad & Panchayat Samities within West Bengal, will also be considered as valid PQ Credential. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer / District Engineer/Project Manager of the State/Union Government Departments/ Organisations; authorised signatories of CC for Panchayat Samities and Municipalities shall be the BDO & Executive Officers or equivalent administrative officers respectively. It is desirable to have telephone and FAX or e-mail addresses of the signatory of the CC for all offices outside West Bengal for verification purposes.

**3. Pre Qualification (PQ) eligibility criteria**

Prequalification (PQ) eligibility of a contractor/ bidder based on one single 100% completed works contract and financial capacity achieved within the zone of last five financial years will be determined as per Rules stated below:

- (a). Firstly, the gross value of the work submitted as PQ Credential as per CC of similar in nature completed during the current financial year before date of publishing of e-NIQ or within the preceding five FY will be multiplied by the following factors to take care of the inflationary effects to arrive at the gross notional amount.

Year	Description	Multiplying factor to arrive at gross notional amount
Current	The financial year of floating of e-NIT	1.00
1 <sup>st</sup>	1 year preceding the current financial year	1.08
2 <sup>nd</sup>	2 years preceding the current financial year	1.16
3 <sup>d</sup>	3 years preceding the current financial year	1.26
4 <sup>th</sup>	4 years preceding the current financial year	1.36
5 <sup>th</sup>	5 years preceding the current financial year	1.47

**Note:** For cases where two contractors/bidders are participating in a e-Tender for a particular work are such that one happens to have worked as a sub-contractor of the other, and both the contractors/bidders submit PQ work credential of having completed the same job either wholly or partly, then in such case the PQ credential of the principal contractor will be considered while that of the sub-contractor will not be taken into consideration for determining the eligibility criteria of the contractor/bidder during technical evaluation of the tender. If the PQ Credentials submitted by hitherto contractors/bidders are for different works, then both the PQ Credentials will be considered for determining the eligibility criteria of the individual contractors/bidders.

(b). Gross notional amount calculated from the Credential Certificate (CC) uploaded as the PQ Credential of a single similar work stated in 7(i) (a) above and completed within immediate five preceding financial years on the date of e-NIT, **should be at least 40% of the Quoted Amount.**

**Penalty for suppression / distortion of facts and withdrawal of L1 bidder before acceptance of LOI**

If a contractor/bidder fails to physically produce the originals of documents (especially the Credential Certificates and P/L accounts with audited balance sheets), or any other bid document on demand by the Tender Evaluation Committee (HTEC/TEC) which were submitted as soft copies in PDF files with their e-bids within a specified time frame, need arising due to any material deviations detected in the uploaded soft copies, leading to specific doubts which could not be cleared by enquiry from issuing authority of these documents or if there is any suppression/distortion/falsification noticed/detected/ pointed out at any stage of the e-tender

process at any stage prior to signing of Contract-Agreement or the issue of LOA or AOC, the Tender Inviting Authority will immediately bring the matter to the notice of the concerned authority and appropriate penal measures as stated below will be taken. The concerned Authority then will issue the necessary order in writing with intimation to the defaulting contractor/bidder, other authorities, and Centralized e-Tender Cell and also the Government in the UDMA Department. Copy of the order/starting penal measures should invariably be communicated to the Nodal Officer, e-Governance Cell of the Department with a request for uploading the order in the Departmental website in the link "List of suspended/debarred contractors".

## **11. PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS/ CONTRACTORS**

### **A. SCOPE:**

The procedures laid down in subsequent paragraphs shall govern the suspension and debarment of suppliers, contractors and bidders ("Contractors" for brevity) involved in Government procurement for offenses or violations committed during competitive bidding and contract implementation, or even later for the works under UDMA Department, Government of West Bengal. The concerned Chief Engineer shall publish the suspension and debarment order in the Departmental website in the designated link with the prior approval of the Department within 1 (one) working day of issuance of such order. The TIA shall recommend the case to HTEC/TEC who with opinion of Chief Engineer will place it before DTC/QBEC/DTTC for approval.

### **B. PROHIBITION ON SUSPENDED / DEBARRED PERSONS / ENTITIES TO PARTICIPATE IN THE BIDDING OF GOVERNMENT PROJECTS / CONTRACTS OF THE DEPARTMENT**

A person / entity that is suspended / debarred by a procuring entity shall not be allowed to participate in any procurement process under UDMA Department during the period of suspension / debarment unless the same has been revoked by the competent authority.

A Joint Venture or Consortium which is suspended / debarred or which has suspended / debarred member/s and/or partner/s as well as a person/entity who is a member of suspended / debarred Joint Venture or Consortium shall, likewise, not be allowed to participate in any procurement process under UDMA Department during the period of suspension / debarment unless the same has been revoked.

## **3.0 General Terms & Conditions :-**

1. The intending bidders will have to submit self-attested photo copy the following documents without which participation in the bid will be informal.
  - (a) Permanent Account Number (PAN) of Income Tax Department.
  - (b) GST Registration certificate.
  - (c) Professional Tax registration certificate.
  - (d) Trade licence Certificate
  - (e) Quoted rate should be included GST, IT, CESS and other applicable Taxes, if any.**
2. The bidder will not be entitled, if found not eligible in the technical bid, to participate in the financial bid.
3. Participation in this bid deems that the applicant is fully agreeable to abide by all terms and conditions as stated in this notice inviting e-Quotation.
4. The undersigned reserves the right to annul the whole process of e-Quotation without assigning any reason whatsoever.
5. The bidders are bound by the terms and condition of W.B.F No. 2911 along with the specification, notice of e-Quotation along with all enclosures, Special terms & condition, if any and schedule of works etc. Which forms part and parcel of the contract.
6. **BIDS/OFFERS SUBMITTED BY POST OR BY HAND SHALL NOT BE ACCEPTED.**
7. No conditional bid/offer/proposal shall be accepted and shall be deemed as 'informal'.
8. The accepting authority reserves the right to reject any or all the bids/offers/proposals received without assigning any reason whatsoever to the intending participants including lowest bid/offer/proposal received.
- 8.1 Completion Certificate along with schedule of work one single **similar work worth** at least 40% of the Quoted Amount for which Tender is quoted, executed within last 5 (five) years .

## 9 Earnest money :

The Earnest money submitted by the lowest bidder, whose bid/quotation is accepted, shall be converted into Security deposit and shall be refunded/returned at the end of contractual period after successful execution of work in the field

10.1 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.

## 10.2 Mode of Payment :

EMD of the bidders for quotation 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 bidders in favour of Executive Engineer, Salt Lake Reclamation Division, payable at Kolkata. Payment in any other form, e.g. NSC, KVP,DD,BC, DD, etc. will not be accepted.

11. Willing bidder will have to quote their rates both in words and figure in the prescribed BOQ online.

12. Login by bidder:

- a) A bidder desirous of taking part in a quotation invited by a State Government Office/PSU/Autonomous Body/Local Body/ PRLs, etc shall login to the e-Procurement portal of the Government of West Bengal [https:// wbtenders.gov.in](https://wbtenders.gov.in) using his login ID and password.
- b) He will select the quotation to bid and initiate payment of pre-defined EMD / Quotation Fees for that quotation 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 .

13. a) Return of Earnest Money of the unsuccessful Quotations(s):-

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.

b) Willing bidder will have to quote their rates both in words and figure in the prescribed BOQ online.

**C) Validity of Bid is 120(One Two Zero) days from the date of submission of Bid online.**

## 5.0 **Special Terms and Conditions :-**

- a. Any corrigendum regarding this NIQ will be uploaded in the website of Urban Development & M.A. Department i.e [www.wburbanservices.gov.in](http://www.wburbanservices.gov.in) along with publication through office notice board. The intending participants are requested to visit the website for any updates etc. in this regard.
- b. Payment shall be made on availability of fund.
- c. The intending bidders are to quote their offer taking all the above points into consideration and no extra claim whatsoever shall be admissible afterwards.
- d. All participants are requested to visit the site and satisfy themselves about local conditions and also other matters that may be required in connection to the work. Such matter should be duly taken care of during the work.
- e. For any other information the applicants are requested to visit the office of the undersigned on any working day from 1.00 p.m. to 3.00 p.m. before last date of bid submission.
- f. **Bidder should have to be taken adequate safety measures to execute such type of work, no extra cost is chargeable for it.**
- g. **Bidder will remain liable for any kind of unlikely situation occur during execution,**
- h. **Lowest bidder has to submit rate analysis in support of quoted rate when it will be asked for.**
- i. **Site inspection prior to submission of tender :**

*Before submitting a bid, the intending contractor/bidder should make themselves acquainted thoroughly with the local conditions prevailing at site of implementation of the work by undertaking field inspections and taking into consideration all probable likely factors and difficulties to be involved during execution of the work as per specification in all respects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labourers and market rates prevailing in the locality etc. and no claim whatsoever will be entertained on those accounts afterwards.*

### **Additional Terms & Conditions of the contract**

1. *The Executive Engineer of the concerned Division(SLRD) shall be the Engineer-in-Charge in respect of the works contract and all correspondence concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him/her. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Junior Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute relating to specifications and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however take all decisions relating to works contract only after recommendation/ advice of the Tender Accepting Authority.*
2. *Acceptance of the tender including the right to distribute the work between two or amongst more than two bidders with same L1 rates will rest with the Tender Accepting Authority without assigning reason thereof to any of the bidders. The tender accepting authority reserves the right to reject any or all tenders without assigning sufficient justification thereof to the bidder/contractor. No additional or excess work or additional items of work beyond the tendered amount would be generally allowed. All excess, supplementary or substitute supplementary items of work, if unavoidable are to be accepted by the Tender Accepting Authority only if the total value of work on completion is within the tendered amount. The exiting contract would be terminated after achieving work up to tendered cost (gross value) and balance work would be taken up afresh after fresh sanction and new tender, except in the interest of public services, in rare & special cases under specific approval of the Government.*
3. *The Contractor/bidder shall have to comply with the provisions of (a) Contract Labour (Regulation & Abolition) Rules, 1970 including its revisions (b) Minimum Wages Act 1948 and the modification thereof or any other laws relating thereto as will be in force from time to time.*
4. *Engineer-in-Charge shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land. Escalation of cost due to inflationary effects or any other reason is not permitted during construction period or extended time period of contract.*
5. *Engineer-in-Charge shall not be held liable for any compensation due to machines & equipments becoming idle or any circumstances including untimely rains, other natural calamities, strikes etc.*
6. *All statutory taxes, viz. GST / labour welfare cess, labour insurance etc or revision of taxation rates even after AOC or commencement and before final completion of the work are to be borne by the contractor/bidder. Original tax invoice/challan or bill of those materials, which are procured by the bidder, may be asked to be submitted for verification if required.*
7. *Labour Welfare Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works bills. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers. The bidder should be mandatorily be registered online with Employees Provident Fund Organisation (EPFO) in the on-line system and posses EPF code and all current documents. Penalties and complaints due to non compliance of on-line EPF registration and default is the full responsibility of the bidder even if the TIA is by default the Principal employer*
8. *Adjustment of original bid prices/escalation cost/ mobilization advance / secured advance shall not be permitted for any reason whatsoever due to cost and time over run unless specified otherwise in the contract or the e-Notice Inviting Tender.*
9. *GST, Cess, Royalty fees, Royalty for construction materials, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Statutory Government Taxes as applicable during project implementation are to be paid by the contractor/bidder. The rates of supply and finished work items are inclusive of these taxes and levy. Tax invoice/bills needs to be submitted by the supplier/bidder for raising claims under the contract after attaining of physical milestones showing separately the tax charged in accordance with the provisions of GST Act, 2017.*
10. *All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion of work.*
11. *The contractor shall supply mazdoors, bamboos, ropes, pegs, flags T&P, Machineries and equipments etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.*
12. *The contractor/bidder should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc.*
13. *A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.*
14. *The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.*
15. *All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the*

Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating public thoroughfares. Also, display boards containing brief description and name of project with completion target dates shall be erected at a prominent location at the work site by the contractor for public awareness. Insurance of workers and materials is the responsibility of the bidder during entire construction period.

16. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract. No compensation for establishment charge will be entertained.
17. The contractor will have to accept the work programme as per modifications and priority of work fixed by the Engineer-in-
18. Quantities of different items of work mentioned in the departmental tender schedule/BOQ or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the UDMA Department would be required.
19. Any materials brought to site by the contractor subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 48 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.
20. Salvaged materials shall have to be returned to the Government as instructed at the contractor's cost within the time frame as fixed by Engineer-in-Charge, otherwise, the cost at penal rate will be recovered from the bill. The contractor shall be responsible for any damage, wastage or loss of salvaged materials.
21. The work is to be executed strictly as per specification attached with e-NIQ and shall confirm relevant Indian Standard Codal provisions and good industry practice. In the absence of any such provision in some items, the tendering authority reserves the right to adopt suitable International Code/specifications/standards.
22. Subcontracting of the contract or any part thereof is not acceptable without prior written approval of the Engineer-in-charge otherwise it will be considered as breach of contract and relevant action may be taken against it.

**23. Process of Technical Evaluation during Tender:**

Within 24 hours of uploading the TBO summary sheet containing Preliminary Technical Qualification result, any of the aggrieved bidder, may seek clarification / redress / review from the TEC on the list of bidders, in writing/through e-mail with supporting facts / figures / documents. If such clarification /review relates to eligibility of other bidders, on the grounds of submission of false/ forged / manipulated / inappropriate credentials, modalities prescribed in the Departmental Notification shall be followed. In case, the review only seeks the eligibility of the applicant himself, views of the Tender Evaluation Committee (In Divisional hierarchy) would be communicated in writing to that bidder within next two (2) working days. If the bidder is not satisfied with the clarification of the TEC, he/she may appeal to the concerned Executive Engineer within 24 hours of receipt of communication from the TEC. The concerned Exe. Engineer will dispose such complaints jointly, in associated with at least another available Authority within next 2 working days. Thereafter final Technical Evaluation Sheet (TBE) of the technically qualified bidders would be uploaded, after incorporating modifications if required. The TIA shall while uploading the final TBE summary sheet accept or reject electronically the admitted bids based on the advice of TEC as per TBE summary sheet. Thus at this stage the rejected bidders will get back their EMD. e-mail communication in official e-mail address of TIA shall be treated as a valid mode of communication. The minimum time period from date of TBO summary sheet uploading and TBE summary sheet uploading shall be 4 working days or more. However, this time period may be curtailed if no clarification/review by any of the bidders within 24 hours of uploading the TBO sheet.

Power is delegated to TEC to verify the authenticity of bid documents by physically summoning the applicant bidder on the basis of specific doubts which could not be cleared, which shall be exercised in exceptional cases, offline verification before issue of LOA needs to be avoided. Only when all other methods of undertaking verification have been exhausted, and there is ample reason to believe that fairness of the technical bid evaluation of the tender cannot be ensured without such action. Prima-facie, if there is not enough reason to doubt the authenticity of the bid documents, physical summon of the bidder shall be avoided, as after determination of L1 bid in financial bidding and before issuance of LOA, all the on-line documents would be verified with the originals by the Accounts & estimating branches of the designated Executive Engineer, and reported to the Tender Accepting Authority prior to the issuance of LOA

24. The Tender Accepting Authority may ask the L1 bidder/contractor to submit analysis of rates to justify the rate quoted by that bidder after declaration of financial bid evaluation result.

25. If the Quoted amount is considered as unjustifiably too low in the opinion of the Tender Accepting Authority the e-NIQ will be cancelled and invited afresh by the process of re-tendering. No post tender negotiations is permitted

26. Lowest valid rate should normally be accepted in accordance with the procedure laid down in the subsequent clause . The Tender Accepting Authority reserves the right to distribute the work amongst more than one contractor/bidder with same L1 rate or even cancel the tender and invite fresh re-tender.
27. All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work in all respect and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion of work.
28. The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules, Labour Laws during entire construction period.
29. Any sort of damages during work tenure should be repaired by the Agency concerned. Decision of Engineer-in-charge will be considered as final in this regard. No extra charges to be paid to the agency for the compensation.
30. Arrangements of Electricity and water, if required, is the sole responsibility of the executing Agency. No extra payment would be paid regarding the same.
31. A detailed Survey Report should be submitted by the agency before the site being handovered to the Government.
32. Damages, if occurred, during demolition work to the existing structure at site in the vicinity, should be restored/renewed by the agency . No extra payment would be paid to the agency regarding the same.
33. Agency needs to inform the Engineer-in-Charge (EE concerned) well in advance before any debris/materials/scrapped are removed from the site. Before getting clearance from the authority, no debris/Rubbish/Scrapped materials should be removed from the site.
34. The Agency should have their own set up and equipments and relevant technical expertise to execute the work. No sub-let/leased equipment is allowed to execute the demolition work.
35. Conforming all necessary clearance and NOC by the appropriate authority to execute the work is the sole responsibility of the Agency
36. All possible precautions should be taken for the safety of the people and workforce deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs/precautionary signage as per Govt. practice will have to be made by the contractor at his own costs while operating a public thoroughfare
37. Segregated valuable and serviceable (Decision of Engineer-in-charge is final in this regard) materials are to be staged properly at any location within the area of Bidhannagar Municipal Corporation according to the direction of Engineer-in-charge and disposal of the rubbishes to the suitable location conforming directives of the Civic authority as par direction of the Engineering-in-charge. Payment would be made after satisfactory completion of work.
38. Work will be considered as completed only after removal of rubbishes as mentioned in the scope of work and proper staging of serviceable materials as mentioned in previous point.

**SCHEDULE OF Dates for e-Quotation :**

<b>Sl. No.</b>	<b>Activity.</b>	<b>Date &amp; Time.</b>
<b>1.</b>	<b>Publishing Date.</b>	<b>03/11/2021 at 17.30 hrs.</b>
<b>2.</b>	<b>Document Download Start date.</b>	<b>08/11/2021 at 10.00 hrs.</b>
<b>3.</b>	<b>Bid Submission start date.</b>	<b>08/11/2021 at 17.30 hrs.</b>
<b>4.</b>	<b>Document Download end date.</b>	<b>22/11/2021 at 12.00 hrs.</b>
<b>5.</b>	<b>Bid Submission end date.</b>	<b>22/11/2021 at 17.00 hrs..</b>
<b>7.</b>	<b>Technical Bid opening date</b>	<b>26/11/2021 at 12.00 hrs.</b>
<b>8.</b>	<b>Financial Bid opening date.</b>	<b>To be notified later.</b>

**Sd/- (Digitally Signed)**  
EXECUTIVE ENGINEER  
SALT LAKE RECLAMATION DIVISION

**Memo No: 1033(13)**

**Dated: 28/10/2021**

Copy forwarded for information & necessary action to:

- 1) The Joint Secretary, Department of U D & M A, Govt. of West Bengal, Nagarayan, Salt Lake, Kolkata.
- 2) The Chief Engineering Advisor, Department of U D & M A (Salt Lake Project), Nirman Bhavan, Salt Lake, Kolkata.
- 3) The Administrator, Bidhannagar. Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 4) **Joint Secretary IT/e-Gov cell, Nagarayan, Urban Development Department, DF-8, Sector - I of Salt Lake City with request to upload the Notice in the Departmental Website [www.wburbnservices.gov.in](http://www.wburbnservices.gov.in)**
- 5) The Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 6) The Executive Engineer, Salt Lake Construction Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 7) The Executive Engineer, Bidhannagar Municipal Services Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 8) The Executive Engineer, Central Mechanical Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 9-11) The SDO/ Salt Lake Reclamation Sub-Division-I & II/Salt Lake Survey Sub-Division.
- 12-13) Accounts branch / Office Notice Board.

**Sd/- (Digitally Signed)**  
EXECUTIVE ENGINEER  
SALT LAKE RECLAMATION DIVISION



# **FORM 1**

(To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature which shall be treated as the self declaration of the bidder)

## **APPLICATION FOR e-TENDER**

**To,**  
**EXECUTIVE ENGINEER**  
**SALT LAKE RECLAMATION DIVISION**  
**2<sup>nd</sup> Floor**  
**Nirman Bhawan**

Dear Sir,

Having examined the Technical PQ cover, OID cover, Corrigendum (\*optional) & entire e-NIT documents and having thorough inspection of site along with its present physical condition. I/we hereby would like to state that I/we wilfully accept all your conditions and offer to execute the work as per the tenders rules in e-NIT, terms & conditions, specifications, drawings, bill of quantities and corrigenda/addenda, SoR, and Agreement (WB Form No. 2911(i)/(ii) involving the e-Tender and Serial no of work stated above. I/We acknowledge that the making of our bid shall be regarded as an unconditional and absolute acceptance of the terms & conditions of the e-NIT. I/We also agree to remedy the defects during execution and upto end of security period of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda/corrigenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021\_\_

Full name of Bidder / Contractor: \_\_\_\_\_

Name in full of Signatory/s\*: \_\_\_\_\_

In the capacity\* of: \_\_\_\_\_

Duly authorized to sign bid

for & on behalf of (Name of Firm): \_\_\_\_\_

(In block Capital letters or typed)

Office address with seal: .....

Telephone no(s) (office): \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E mail ID: \_\_\_\_\_

*\*In case of Joint Venture & Consortium the Lead Member to submit this format.*

(DIGITAL SIGNATURE OF BIDDER)

**FORM – 2**

**Declaration against Common Interest**

( To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature, which shall be treated as the self declaration of the bidder)

**Ref:- e-NIT No. ....,**  
**e-Tender ID No.....**

**To,**  
**EXECUTIVE ENGINEER**  
**SALT LAKE RECLAMATION DIVISION**  
**2<sup>nd</sup> Floor**  
**Nirman Bhawan**

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of \_\_\_\_\_ do hereby affirm that I/We/any of the member of..... bidding against e - NIT No. .... Sl. No. .... do not have any common interest either as a partner in any other partnership firm /consortium/Joint Venture or as Proprietor / Principal Share Holder of any other Firm/Company in the same serial for the work I / we want to participate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_  
Full name of Bidder / Contractor: \_\_\_\_\_  
Authorised Signatory: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Duly authorized to sign bid  
for & on behalf of (Name of Firm): \_\_\_\_\_  
(In block Capital letters or typed)

Office address with seal: .....  
Telephone no(s) (office): \_\_\_\_\_  
Mobile No: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
E mail ID: \_\_\_\_\_

*\*In case of Joint Venture & Consortium the Lead Member to submit this format.*

(DIGITAL SIGNATURE OF BIDDER)

## **FORM – 3**

### **Power of Attorney for signing of Contract/Tender Agreement \***

*(May be submitted if the bidder is a Company, Autonomous Body, Undertaking, Corporation, and NGO, in plain paper or otherwise in any legally acceptable format which shall be treated as the self declaration of the bidder)*

Know all men by these presents, I/We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name).....son/daughter of ..... and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium/Joint Venture and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the \*\*\*\*\* Project proposed or being developed by the Governor of the State of West Bengal represented by the Superintending Engineer, ..... Circle, UDMA Department, Government of West Bengal, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the 'Authority' in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority;

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....For.....

*(Signature Name date designation and address of the bidder(s) & Contact No. & e-mail ID)*

*Witnesses: (Full Name with permanent addresses and contact nos.)*

- 1.
- 2.

*Signed & accepted*

*Notarized*

#### **Notes:**

- 1 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law in India and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2 Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 3 For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.

**) This is only a specimen format and the bidder may submit any other legally valid format by bidder organisation except Proprietorship Firms.**

## **FORM – 4**

### **Declaration on antecedents and performance**

*( To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature, which shall be treated as the self declaration of the bidder)*

**Ref:- e-NIT No. ....**,  
**e-Tender ID No.....**

**To,**  
**EXECUTIVE ENGINEER**  
**SALT LAKE RECLAMATION DIVISION**  
**2<sup>nd</sup> Floor**  
**Nirman Bhawan**

*I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of \_\_\_\_\_ do hereby affirm that I/We/any of the member of..... bidding against e - NIT No. .... Sl. No. .... are not black listed suspended or debarred from participation in State Government procurements and tenders in the UDMA Department, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).*

*If at a later stage this submission (undertaking) is found incorrect, the bidder company along with all its constituent members/owners/partners would be liable to penal actions as decided by the Government under the law.*

*Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021\_\_*

*Full name of Bidder / Contractor: \_\_\_\_\_*

*Authorised Signatory: \_\_\_\_\_*

*In the capacity of: \_\_\_\_\_*

*Duly authorized to sign bid*

*for & on behalf of (Name of Firm): \_\_\_\_\_*

*(In block Capital letters or typed)*

*Office address with seal: .....*

*Telephone no(s) (office): \_\_\_\_\_*

*Mobile No: \_\_\_\_\_*

*Fax No: \_\_\_\_\_*

*E mail ID: \_\_\_\_\_*

*(DIGITAL SIGNATURE OF BIDDER)*

Additional Terms & Conditions Including Modifications of Clause No. 17 and Clause No. 25 of West Bengal Form No. 2911/2911(i)/2911(ii)

(This bears concurrence of Group – T of Finance (Audit) Department vide their U.O. No. 614; Dated 06.07.2012)

This is in connection with NIT NO.WBUDD/SE/SLRD/NIT-02(e) of 2015-16 of Executive Engineer, Salt Lake Reclamation Division, circulated vide memo no.8-390/15/2052(21),dated 11/12/2015

**1) Clause – 17 of Contract of the Printed Tender From shall be substituted by the following:**

Clause 17. – If the contractor or his workmen or servants of 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 telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damaged shall happen to the work from any cause whatsoever or any imperfections become apparent in it any time whether during its execution or within a period of three years after issuance of a certificate of its completion issued by the Engineer –In-Charge shall mend good the same 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 became due to contractor by the Government or from his security deposit, or the proceeds of 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), or of making such damage or imperfections good shall exceed the amount of such security deposit and /or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

The security deposit of the contractor shall not be refunded before the expiry of three years after the issuance of the certificate, final or otherwise of completion of the work by the Engineer-In-Charge.

Provided that the work shall not be deemed to have been completed unless the “**Final Bill**” in respect thereof shall have been passed and certified for payment by the Engineer-In-Charge.

Provided further that the Engineer-In- Charge shall pass the “**Final Bill**” and certify thereon, within a period of forty five days with effect from the date of submission thereof by the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor with the said period of **forty five days**. The certificate of Engineer-In- Charge whether in respect of the amount payable to the contractor against the “**Final Bill**” or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the contractor held with the Government under the provision of **Clause-1** hereof shall be refundable to the contractor in the manner provided here under.

**2) “Modification of Clause Relating to Settlement of Disputes under Condition of Contracts”:**

Clause 25 for work value more than 100 Lacks of W.B.F. No. 2911/2911(i)/2911(ii) will be read as “Clause 25 – Except where otherwise provided in the Contract all question and disputes relating to the meaning of specifications, design, drawings and instructions therein before mentioned and as to quality of workmanship or materials used on the work or these conditions or otherwise concerning to the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter :

If the Contractor considers any work demanded of him to be outside the requirement of the contract, or disputes in any drawings, record or decision given in writing by the Engineer- in- Charge or any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly requested within 15 (fifteen) days to the Chairman of the “Disput Redressal Committee” shall give its written instruction or decision. Thereupon, the “Disput Redressal Committee” shall give it written instruction or decision within a period of Three (03) months from the date of receipt of the Contractor’s letter.

“ Dispute Redressal Committee in each of the works’ Department should be having the following officials as members :

1.	<b>Additional Chief Secretary / Principal Secretary / Secretary of the Concerned Department.</b>	<b>Chairman</b>
2.	<b>Engineer - in - Charge / Chief Engineer or any officer equivalent rank in the Department</b>	<b>Member</b>
3.	<b>One Designated Chief Engineer / Engineer of the Department to be nominate by the Department concerned</b>	<b>Member Secretary and Convener</b>
4.	<b>One Representative of the Finance Department of the Government not below the Rank of Joint Secretary or Finance Advisor in case of the Works' Department where FA System has been introduced</b>	<b>Member</b>

The Provision will be applicable irrespective of the value of the works to which the dispute may relate.

- 3) **After Clause 24'** In present printed **W.B. Form No. 2911, 2911(i), 2911(ii)** of this office/ Division, in **page no. 9, Clause-25** as mentioned here will be included and from **Clause-25 to Clause-29 of page 09 and 10** of this Form will have to read as **Clause - 26 to Clause- 30**, as per following table. As per Above, **Clause-17** to be read as in modified form, and applicable for the work.

<b>Sl No.</b>	<b>As mentioned in Presently supplied W.B. Form No. 2911, 2911(i), 2911(ii)</b>	<b>Actually to be read as</b>
1	<b>From Clause 1 to 24</b>	<b>Clause 17 only modified.</b>
2	<b>Within Clause 24 and Clause 25 of Existing / Supplied Form</b>	<b>Clause 25 will be Inserted/ Included</b>
3	<b>Clause-25</b>	<b>Clause- 26</b>
4	<b>Clause-26</b>	<b>Clause- 27</b>
5	<b>Clause-27</b>	<b>Clause- 28</b>
6	<b>Clause-28</b>	<b>Clause- 29</b>
7	<b>Clause-29</b>	<b>Clause- 30</b>

**Sd/- (Digitally Signed)**

**EXECUTIVE ENGINEER  
SALT LAKE RECLAMATION DIVISION**