



Government of West Bengal
Urban Development Department
Office of Executive Engineer
Bidhannagar Municipal Services Division
Nirman Bhawan, Salt Lake, Kolkata – 700091
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'NOTICE INVITING TENDER'

e-N.I.T No - WBUDD/SE/BMS/NIT-2(e)/2016-17 of Executive Engineer/Bidhannagar Municipal Services Division.

Online Tenders are invited by the undersigned on behalf of the Governor of West Bengal for the works mentioned in the list annexed through electronic tendering (e-Tendering) from eligible and resourceful **contractors having sufficient similar credential and financial capability for execution of works for the Acceptance of the Tender Inviting Authority.**

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> to apply and click on to the "e-procurement" link provided.

They may also visit the website <https://wburbandev.gov.in> (the web portal of the Urban Development Department) for the details. Bidders willing to take part in the process of e-Tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Government of India (viz. NIC, nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of procedure for submission of Bid are given under "General terms and conditions and information".

Last date & time of submission of bids online is: 28/12/2016 up to 16:00 Hrs

The intending bidder must read the terms and conditions of the NIT carefully. He should particularly go through the eligibility criteria required and satisfy himself of the requirements for eligibility. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

All information posted on the website consisting of NIT and related documents, Form 2911(ii), BOQ Corrigendum etc. and Drawings, if any, shall form part of the tender document.

✓ LIST OF WORKS :-

e-N.I.T No: - WBUDD/SE/BMS/NIT-2(e) / 2016-17 of the EE, BMS Div.

Sl. No.	Name of Work	Tender Accepting Authority	Amount put to Tender (Rs.)	Earnest Money Deposit (Rs.)	Time Allowed for completion	Source of Fund	Financial requirements to match credential in terms of value executed in previous work(*)
1	2	3	4	5	6	7	8
01	Upkeeping & Beautification works (Part-A, From Ch. 100.00Mtr to Ch. 1150.00Mtr) in connection with Upkeeping & Beautification of Left Bank of Eastern Drainage Channel, Salt Lake City (Reach-I, From Ch.100.00Mtr to 2200.00Mtr.)	Special Engineer Salt Lake Reclamation & Development Circle	1,08,08,971.00	2,16,179.00	6 (Six) months	State Govt. Funded	Mentioned in Pre-Qualification Details
02	"Upkeeping & Beautification works (Part-B, From Ch. 1150.00Mtr to Ch. 2200.00Mtr) in connection with Upkeeping & Beautification of Left Bank of Eastern Drainage Channel, Salt Lake City (Reach-I, From Ch.100.00Mtr to 2200.00Mtr.)	Special Engineer Salt Lake Reclamation & Development Circle	1,07,97,723.00	2,15,954.00	6 (Six) months	State Govt. Funded	Mentioned in Pre-Qualification Details
03	" Upkeeping & Beautification works (Part-A, From Ch. 2201.50Mtr to Ch. 3085.00Mtr) in connection with Upkeeping & Beautification of Left Bank of Eastern Drainage Channel, Salt Lake City (Reach-II, From Ch2201.00Mtr to 3969.00Mtr.)	Special Engineer Salt Lake Reclamation & Development Circle	92,88,110.00	1,85,762.00	6 (Six) months	State Govt. Funded	Mentioned in Pre-Qualification Details

04	"Upkeeping & Beautification works (Part-B, From Ch. 3085.50Mtr to Ch. 3969.00Mtr) in connection with Upkeeping & Beautification of Left Bank of Eastern Drainage Channel, Salt Lake City (Reach-II, From Ch2201.50Mtr to 3969.00Mtr.)	Special Engineer Salt Lake Reclamation & Development Circle	92,94,627.00	1,85,893.00	6 (Six) months	State Govt. Funded	Mentioned in Pre-Qualification Details
05	Improvement of all roads within Sraboni Abasan at Bidhannagar in connection with "Special repair and face lifting of all buildings of Sraboni Abasan, Salt Lake,	Special Engineer Salt Lake Reclamation & Development Circle	41,13,375.00	82,268.00	3 (Three) months	State Govt. Funded	Mentioned in Pre-Qualification Details

General Terms & Conditions and Information

1. Pre Qualification for participation:-

Credential:-

- (i) Intending tenderer should produce credentials 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) 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 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
- (iv) 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 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.]

2. Participation in more than one work :-

Any contractor can submit tenders for a maximum of 50% of the total number of works (rounded up to next higher integer) published in any particular NIT, depending on his Credential and financial capability, details of which are given below.

3. Submission of Tenders:-

3.1. General process of submission

Tenders are to be submitted online through the website stated above. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items / percentage in the BOQ, downloaded for the work, in the designated

Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum / corrigendum related to the tender and upload the latest documents as part of the tender.

3.2. Technical Proposal :-

The Technical Proposal should contain scanned copies and / or declarations in the following standardized formats in two covers (folders).

A. **Technical File (Statutory Cover) containing**

- i. **Application for Tender** (Vide Form – 1) (to be submitted in "Forms" folder).
- ii. **Tender Form No. 2911 (ii)** (to be submitted in "Form-2911" folder).
- iii. **Notice Inviting Tender (NIT)** to be submitted in "NIT" folder).
- iv. **Earnest Money Deposit (EMD)**

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 Memorandum No:1526-F(Y) Dated 18.03.2014, deposit of EMD / Bid Security related to e-procurement of the State Government Departments has to be followed Memo No: 3975-F(Y) Dated:28/07/2016 which is to be referred to Other Important Documents folder.

Credential Certificate (to be submitted in "Forms" folder)

- i. **Declaration of not having common interest in the same serial** (vide Form-2) (to be Submitted in "Forms" folder).

Note: Tenders will be summarily rejected if any item in the Statutory Cover is missing.

B. **My Document (Non-Statutory Cover) containing**

i. **Certificates**

1. Trade license, Professional Tax (PT) submission of Challan, PAN Card details, IT Clearance certificate. Application for such addressed to the competent authority may also be considered.
2. VAT Registration Certificate (Non production of the document will result in VAT deduction as per prevailing rules).

ii. **Company Details**

1. Registered Deed for Partnership Firm / Consortiums from Registrar of Assurances having office at Todi Mansion, Kolkata. Mere application for registration will not be considered. However, in cases where the applicant is yet to receive registration certificate from Todi Mansion, the applicant is to submit an affidavit in Non-Judicial Stamp Paper along with the application pledging that "the registration certificate of the Consortium / Partnership Firm" would be submitted to the Tender Inviting Authority before making agreement with the Tender Accepting Authority in case he is found lowest." In case of inordinate delay in submitting the document, his bid is liable to be rejected and his EMD deposited will stand forfeited to Government. Any change in the constituents of the Consortium / Partnership Firm should also be registered from the Office at Todi Mansion, Kolkata, prior to the date of application of tender otherwise his application will be rejected.

Note : An affidavit regarding authorized user of DSC for Consortiums and a declaration regarding such authorization for Limited Companies is to be submitted.

2. Trade License for Proprietorship Firms.
3. Memorandum of Articles for Limited Companies.
4. Society Registration and Bye-Laws for Cooperative Societies.

iii. **Credential :-**

Bill of Quantities (BoQs) in support to be submitted under Statutory Cover above.

Bidders are to submit Completion Certificates of 100% completed work(s) issued by the competent authority which should be supported by the Bill of Quantities (BOQs) for the said completed work).

iv. **Addenda / Corrigenda:** If published.

Note : Contractors are to keep track of all the **Addendum / Corrigendum** issued with a particular tender and upload all the above digitally signed along with the NIT. **Tenders submitted without the Addendum / Corrigendum will be treated as informal and liable to be rejected.**

v. **Others:** Any other documents found necessary.

Note: **Failure of submission of any one of the above mentioned documents will render the tender liable to summarily rejection.**

3.3. Financial Proposal :-

The Financial Proposal should contain the following document in one cover (Folder-'BoQ')

i. **Bill of Quantities (BoQ)**

The contractor is to quote the rate (*percentage above or below*) online through computer in the space marked for quoting rate in the BoQ. (*Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor*).

3.4. Submission of original copies of documents of Earnest Money Deposit :-

Mode of Payment :

EMD of the bidders for tender 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.

3.5. **Pre-Bid Inspection & Meeting:-**

Pre Bid Inspection would be held as scheduled in table under clause no 13 for well acquaintance of site situation following which a meeting would be held with the intending bidder in the chamber of The Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhavan, Kol: 700091

3.6. **Documentary Evaluation Meeting**

A documentary evaluation meeting would be held in the chamber of The Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhavan, Kol: 700091 with the bidder as scheduled in the table under clause no 13 for verification of all original documents.

3.7. All Completion Certificates should be supported by BOQ of the work. If Net notional amount calculated of at least one of the major items contained in the Completion Certificate (CC) issued in favour of the Agency / Firm / Consortium should be at least 25% of the corresponding amount in the same matching major item contained in the BOQ. However, for Consortiums where CC of individual entities of the Consortiums are to be considered, the sum of the values of the major items contained in the CC of individual entities should be at least 50% of the corresponding amount in the same matching major item contained in the BOQ.

4. **Eligibility Criteria:**

The tendered work is subdivided into various major items as given below. Each major item (being the summation of associated items of the BOQ) having a weightage of 25% or more in terms of monetary value in respect to the amount put to tender, is considered to fix the physical requirements to match credential in terms of quantity executed in previous work. Contractors are to submit credential of having executed the corresponding major item thus calculated from the BOQ of the work to the required extent as specified later. Completion Certificate(s) submitted by the tenderer should indicate the monetary value of any one or more of such major items executed in any one work within the last 5 (Five) years.

5. Completion Certificate

- i. Completion Certificates for fully (100%) completed works during the current year and last five financial years will only be accepted. **Certificates issued for partly completed works will not be considered.**
- ii. Completion Certificate of Works executed in other Departments of State Government or organizations, like Urban Development Department, Public Works & Public Works (Roads) Department, Irrigation & Waterways Deptt., Public Health Engineering Department, Sundarban Affairs Department and various other State Government Departments, Zilla Parishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Hooghly River Bridge Commissioner (HRBC), Engineering Departments of Central Government and Organizations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KoPT), IMS may also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organizations. Such certificates are further to be countersigned by immediate superior authority of the Issuing authority for all cases other than direct State / Central Government Departments and Railways.

6. ***Eligibility criteria for participating in more than one tender in a NIT***

- i. Normally separate Completion Certificates (CC) of 100% completed works is to be provided for participation in separate works in a particular NIT [vide 5(i)]. However, CC for one particular work may be considered as eligible for participation in maximum two numbers of serials, provided required credential for two such works (to be arithmetically added for identical works) satisfies the requirement in all respect from one such completion certificate.

Example :

1. Supposing that major item of two works in any particular tender is 'Earthwork'. If 25% of the net notional amount of earthwork required for both the serials are arithmetically added and the combined amount is less than or equal to the amount of earthwork contained in the CC of one work, the tendered will be eligible for both the works.
2. Supposing that major item of two works in any particular tender are 'Earthwork' and 'Concrete work'. If the arithmetical sum of 25% of the net notional amount of any of the two major items of 'Earthwork' and 'Concrete work' contained in the BoQ of the two serials is less than or equal to the amount of the corresponding major item contained in the CC, the tenderer becomes eligible for both the works.
3. i) However, one completion certificate will be considered for a maximum of two works.
- ii. Average turnover from contracting business should be more than or equal to 25% of aggregate cost of the amount of tender of works in which the Contractor / Firm / Consortium intends to participate. However, for consortiums where Average turnover of individual entities of the Consortiums are to be considered, the sum of the Average turnover from contracting business of individual entities should be at least 50% of the aggregate cost of the amount of tender of works in which the consortium intends to participate.
- iii. Both the conditions stated in (i) and (ii) above are to be simultaneously satisfied.
- iv. Submission of tenders in excess of 50% of total number of works (Rounded off to next Higher integer) in any particular NIT will not be considered.

6.1. Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited Balance Sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there

is any suppression, the Tender Evaluation Committee upon suggesting suitable punitive measures will bring the matter to the notice of the Chief Engineer concerned immediately and the tenderer may be suspended from participating in the tenders on e-Tender platform of Urban Development Department(Salt Lake Project) as per approval of the Chief Engineer for a maximum period 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to Government. The concerned Chief Engineer will issue the necessary orders under intimation to the other Chief Engineers, e-Tendering Cell and also the Department. Copy of such Order should also invariably be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

6.2. Taxes & duties to be borne by the Contractor

Income Tax, VAT, Sales Tax, Royalty, Construction Workers' Welfare Cess and similar other statutory levy/cess as would be in force from time to time will have to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges. Service Tax, if applicable would be reimbursed subsequently.

6.3. Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenders may contact the office of the Executive Engineer, as per schedule under clause 13.

6.4. Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection. .

7. Opening and evaluation of tender

7.1. Opening of Technical Proposal

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Intending tenderers may remain present if they so desire.
- iii. Cover (Folder) for Statutory Documents (vide Clause 3.2A) will be opened first and if found in order, Cover (Folder) for Non-Statutory Documents (vide Clause 3.2B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee.

7.2. Tender Evaluation Committee (TEC)

Committees already constituted for issuance of tender papers for high value tenders, the decision of the Tender committee will be treated as Final in all sphere.

7.3. Opening and evaluation of Financial Proposal

- i. Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.

- iii. After opening of the financial proposal the preliminary summary result containing inter-alia, name of contractors and the rates quoted by them will be uploaded.
- iv. If the Tender Accepting Authority is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he may after having the comparative statement test checked by the Divisional Accountant / Divisional Accounts Officer attached to the office of the concerned Executive Engineer, instruct the Tender Inviting Authority to upload the final summary result containing the name of contractors and the rates quoted by them against each work after acceptance of the rate.
- v. However, if there is any scope for lowering down of rates in the opinion of the Tender Accepting Authority, all the tenderers will be notified through the website to attend sealed bids to be followed by open bids to be held at the office of the Tender Accepting Authority in his presence at prescribed date and time, which will be done offline, i.e. as manually, as per present procedure.
- vi. After holding such bids, final result after acceptance of the rate by the Tender Accepting Authority would have to be uploaded in the web portal.
- vii. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

8. Bid validity :-

The Bid will be valid for **120 days** from the date of opening of the financial bid.

9. Acceptance of Tender:-

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserve the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

9.1. Execution of Formal tender after acceptance of tender

The Tenderers, whose tender is approved for acceptance, shall within 7 (Seven) days of the receipt of Letter of Acceptance to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in quadruplicate copies of W.B.F. No. 2911 (ii) which may be purchased on cash payment from the office of the Executive Engineer concerned with the work by submitting the original copy of the EMD as applied online.

9.2. Return of Earnest Money of the unsuccessful Tenders(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.

10. Payment :-

The payment of RA as well as final bill for any work will be made according to the availability of fund and no claim to delay in payment for non-availability of fund will be entertained.

11. Withdrawal of Tender:-

If any tenderer found lowest after opening of the financial bids withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for such withdrawal, he shall be disqualified for making any tender to the department for a **minimum period of one year**. All cases in which the Tender Accepting Authority has reason to doubt the bonafide of such withdrawal should be reported to the Competent Authority in all details for issuance of such disqualification orders by the competent authority under intimation to the e-Tendering Cell and also this Department. Copy of such Order should invariably be communicated to the Nodal Officer, e-Tender of this Department with a request to upload the same in the Departmental website.

13. Schedule of Dates for e-Tendering :-

Sl. No.	Activity	Date & Time
1	Publishing Date	06/12/2016 at 17:00 Hrs
2	Pre Bid Inspection & meeting with intending bidders.	14/12/2016 at 12.00 & 14.00 Hrs
3	Document Download start date	16/12/2016 at 14:00 Hrs
4	Bid submission start date	16/12/2016 at 17:00 Hrs.
5	Document Download end date	28/12/2016 at 14:00 Hrs.
6	Bid submission end date	28/12/2016 at 16:00 Hrs.
7	Date of documentary evaluation meeting (with all original papers) with the bidders.	29/12/2016 at 14:00Hrs.
8	Technical Bid opening date	03/01/2017 at 14:00 Hrs.
9	Financial Bid opening date	To be Notified later.

14. Participants/Agencies whose performance is unsatisfactory during last five years in connection with any work executed under Salt Lake Projects shall not be considered for Technical Evaluation.

15. 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)

(i) Clause-17of Conditions of Contract of the Printed Tender Form shall be substituted by the following:

"Clause 17- If the Contractor or his own workmen or servants or authorised representatives shall break , deface, injure or destroy any part of the building , in which they may be working, or any building road, road kerbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground contiguous to the premises , on 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 three(3) years after issuance of a certificate of its completion by the Engineer-in Charge , the contractor shall make the same 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 the contract or otherwise , that may be then , or at any time therefore become 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 exclusive against the contractor) , 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 of 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 (3) years after the issuance of the certificates , final or otherwise , of completion of 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 assessed 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 (45) days. The certificate of Engineer-in-charge whether in respect of 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 thereof shall be refundable to the contractor in the manner provided hereunder:

- (i) 30% of the Security deposit shall be refundable to the contractor on expiry of one year after the issuance of certificate of completion of work.
- (ii) Further 30% of the Security deposit shall be refundable to the contractor on expiry of Two years.
- (iii) The balance 40% of the Security Deposit shall be refundable to the Contractor on expiry of Three (3) years.

Provided that in respect of repair or maintenance in nature or a combination thereof, the words 'three years' wherever appearing in this clause shall be deemed to be 'One Year' and in which case the security deposit of the Contractor held with the Government

under the provision of Clause-1 hereof shall be refundable to the Contractor on expiry of 'One Year' after issuance of certificate of completion of work by the Engineer-in-Charge.

(ii) **"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 questions and disputes relating to the meaning of specifications, designs, 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 "Dispute Redressal Committee" shall give its written instruction or decision. Thereupon, the "Dispute Redressal Committee" shall give it written instructions or decisions 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.	Additional Chief Secretary/ Principal Secretary/Secretary of the Concerned Department	Chairman
2.	Engineer-in-Chief/ Chief Engineer or any officer equivalent rank in the Department	Member
3.	One Designated Chief Engineer/ Engineer of the Department to be nominated by the Department concerned	Member Secretary and Convener
4.	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	Member

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

iii) **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.

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

Additional terms and conditions:-

- 1) The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made 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 approved by him. The instruction given by the Sub-Divisional Officer and the Sub-Assistant 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, the decision of Engineer-in-Charge shall be final and binding.
- 2) The Government shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike, etc. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.

- 3) The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & Abolition) Rules, 1970, and (b) Minimum Wages Act, 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
- 4) No mobilization / secured advance will be allowed unless specified otherwise
- 5) All working tools and plants, scaffolding, construction of vats and platforms will have to be arranged by the contractor at his own cost. The contractor shall also supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
- 6) 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 the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.
- 7) The work will have to be completed within the time mentioned in the tender notice. A suitable work programme is to be submitted by the contractor within 7 (Seven) days from the date of receipt of Work Order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (Seven) days from the date of receipt of Work Order who will receive instruction of the work, sign measurement book, bills and other Government papers, etc. However the contractor will have to accept the work programme and priority of work fixed by the Engineer-in-charge
- 8) 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 as per P.W.D. practice will have to be made by the contractor at his own costs while operating a public thoroughfare.
- 9) **The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Departmental Rules & Orders circulated from time to time.**
- 10) The quantities of different items of work mentioned in the tender schedule or in Work Order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority, before making payment.
- 11) All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorized and approved source and the material 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 of the issue of order to that effect.
- 12) 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, cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances.
- 13) When one item of work is to be covered up by another item of work the latter item shall not be done before the formal Item has been measured up and has been inspected by the Engineer-in-Charge or the Sub-Divisional officer/Assistant Engineer, as the authorized representatives of the Engineer-in- Charge and order given by him for proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.
- 14) In case of fore closure or abandonment of the works by the Department, the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.
- 15) The contractor shall have to arrange on his own cost, the required energy for operation of equipments and machineries, for operating of pumping 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 site of work.
- 16) The contractor will arrange land for installation of his Plants and Machineries, his go-down, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Engineer-in-charge. Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-charge will be required.
- 17) Departmental materials such as cement, steel, etc. will not be issued to the agency. The agency should submit the Authenticated challan of the materials with the Invoices from the Distributors/Dealers approved by the Principal manufacturers and Test certificates from the organization as approved by the Engineer-in-Charge.
- 18) No compensation will be allowable if any part of the total stretch of canal bank under Upkeeping & Beautification within the total scope of work cannot be handed over to the agency for any unforeseen reasons faced during execution of work.

- 19) Bank Statements for the last 03(Three) Years issued by the Bankers of the Firm/Company should be submitted by the Agency.
- 20) Solvency Certificate mentioning the Financial Capacity and Credit facilities available to the Firm/ Company as certified by the Bankers is to be submitted by the Agency.
- 21) Detail Organizational structure, manpower, resources, Technical staffs with their expertise and experience should be submitted by the Agency at the time application.
- 22) The Contractor shall also abide by the provision of the child labour (Prohibition & Regulation Act,1986).No labour below the specified age (As per G.O.) shall be employed on the work.
- 23) Constructional Labour welfare Cess @1 %(One percent) of cost of construction will be deducted from every bill of the selected agency.
- 24) In connection with the work, Arbitration will not be allowed. The clause no-25 of 2911(ii) is to be considered as "Deleted clause vide Gazetted Notification No-558/SPW dated 13th Dec., 2011 of the Secretary, PWD Department.
- 25) The contractor will have to maintain qualified technical employees and/or Apprentice at site as per prevailing Apprentice act or as stipulated in the contract.
- 26) No compensation for idle labour, establishment charge on or other reasons such as variation of price indices etc. will be entertained.
- 27) Deduction of Tax shall be as below as per provision of section 40 of the W.B. VAT Act, 2003 with effect from 01.08.2006 : i) 3% (Three Percent) when the contractor is registered under the VAT Act and such registration is valid on the date of making such payment (for which the valid VAT Registration Certificate is to be produced by the contractor along with a declaration from the contractor that his certificate of registration is valid to the best of his knowledge and that he will intimate the contractee i.e. Executive Engineer, in case of any notice issued by Commercial Taxes Authority regarding the cancellation of his certificate of registration). ii). 5% (Five Percent), in all other cases. Cess @ 1% (One Percent) of the cost of construction works will be deducted from the bills of the contractors on all contracts awarded on or after 01.11.2006 in purchasing with G.O. No. 599A/4M-28/06 dated 27.09.2006. Successful Bidders will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses u/s 7 of West Bengal Building & other Construction Works' Act, 1996 and u/s 12 of Contract Labour Act.
- 28) The Contractor shall have to make his own arrangement for Water, both for the work and use by his workers etc. for road rollers and for all tools and plants etc. required on the work.
- 29) Steel materials procure and supply by the Agency shall be of TOR steel rod/HYSD/TMT bar of Fe415/Fe500/Fe550/550D grade (The grade shall be decided by the EIC or as per instruction reflect on the approved drawing of this department or as stipulated in the SOR of PWD or as mentioned.
- 30) Cement procure by the Agency shall be of Ordinary Portland Cement of 53 grade, 43 Grade conforming IS-8112 or PPC/PSC (The grade to be decided by the EIC or as per instruction reflect on the approved drawing of this department or as stipulated in the SOR of PWD or as mentioned.
- 31) Facilities for the Electric connection will be made by this Department against an application to the concerned Executive Engineer but the contractors have to bear all the expenses. Whenever a work is carried out in municipal area, electric lights or electric danger signals whenever available shall be provided by the contractors on the barriers as well as paraffin lights.
- 32) Appearing in Documentary Evaluation meeting is mandatory for verification of the relevant original documents.
- 33) Contractors should submit Audit Report duly filled up as per attached proforma in "Other Important Document" folder in eNIT.
- 34) Copies of IT, P.T. clearance certificates, Service Tax Registration No. and Certificate, issued by the Competent Authority and Rules framed there under etc. should be furnished/along with the applications.


 Executive Engineer
 Bidhannagar Municipal Services Division

Memo No:- 6/29A/1919(11)

Date: 06/12/2016

e-N.I.T No- WBUDD/SE/BMS/NIT-2(e) / 2016-17 of EE, Bidhannagar Municipal Services Division

Copy forwarded for information and wide circulation to the:-

- 1) The Additional Chief Secretary, Urban Development Department, Govt. of West Bengal, Nagarayan, Block-DF-8, Sector-I, Salt Lake, Kolkata.
- 2) The Chief Engineering Advisor, Urban Development Department (Salt Lake Project), Nirman Bhawan, (Formerly Sech Bhawan) Salt Lake, Kolkata.
- 3) The Administrator, Bidhannagar, Nirman Bhawan(Formerly Sech Bhawan), Salt Lake, Kolkata-700091.
- 4) The Director of Information, Department of Information and Cultural Affairs, Writers' Building, Kolkata-700001, with a request for its wide circulation throughout the State.
- 5) The Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhawan, Salt Lake, Kolkata-91.
- 6) The Executive Engineer, Salt Lake Reclamation Division, Nirman Bhawan,(Formerly Sech Bhawan), Salt Lake, Kolkata- 700 091.
- 7) The Executive Engineer, Central Mechanical Division, Nirman Bhawan,(Formerly Sech Bhawan), Salt Lake, Kolkata- 700 091.
- 8) The Executive Engineer, Salt Lake Construction Division, Nirman Bhawan,(Formerly Sech Bhawan), Salt Lake, Kolkata- 700 091.
- ✓ 9) The Computer Cell, Urban Development Department, 'Nagaryana', Block-DF-8, Sector-I, Bidhannagar, Kolkata-700064 with a request to upload the Notice in the Departmental website, (<http://wburbandev.gov.in>) for wide circulation.
- 10) Office Notice Board.
- 11) The Divisional Accounts officer


07/12/16
Executive Engineer
Bidhannagar Municipal Services Division


Signature valid

Digitally signed by SISIR KUMAR ATA
Date: 2016.12.06 15:28:09 IST
Location: West Bengal