

Govt. of West Bengal Urban Development & Municipal Affairs Department Office of the Sub Divisional Officer Salt Lake Drainage Sub Division Nirman Bhavan (1<sup>st</sup> Floor) Salt Lake, Kolkata- 700091

### NOTICE INVITING TENDER NO. 01 of 2024-2025 OF THE SUB DIVISIONAL OFFICER, SALT LAKE DRAINAGE SUB DIVISION (Circulated Vide Memo no.- 10 dated 10.01.25)

1. Separate Sealed Tenders in printed form [W.B. Form No. 2911(ii)] are hereby invited by the **Sub Divisional Officer, Salt Lake Drainage Sub Division**, Urban Development & Municipal Affairs Department, Nirman Bhawan, Salt Lake, Kolkata-700 091, on behalf of the Governor of West Bengal, for the work as per list enclosed herewith from eligible bonafide, reliable and resourceful outsiders having credential of execution of similar nature of work of Value 40% of the amount put to Tender within the last 5 years, Vide Memo No.04-A/PW/O/10C-02/14, Dated:18.03.2015 of Government of West Bengal, Public Works Department, Accounts Branch, Nabanna, Howrah, for amended Rule under Rule 226 (1) of PWD Code, Volume-I is applicable in respect of credential.

Prayer for issue of tender papers may be addressed to the Sub Divisional Officer, Salt Lake Drainage Sub Division, Urban Development & Municipal Affairs Department, Nirman Bhavan (1st . Floor), Salt Lake and to be submitted in his office, at 1<sup>st</sup> Floor, Nirman Bhavan, Salt Lake, Kolkata- 700 091.

Details of Works and others are mentioned herewith in details.

Sl. No.	Activity.	Date & Time.	Venue. At the office of the undersigned at 1 <sup>st</sup> floor of Nirman Bhawan, Salt Lake, Kolkata - 700091			
1.	Last date & time for submission of prayer / Application for issuance of Tender papers.	17/01/25 upto 12.00hrs				
2.	Last date and time of issue of Tender.	21/01/2025 up to 16.00hrs	From the office of the undersigned at 1 <sup>st</sup> floor of Nirman Bhawan, Salt Lake, Kolkata - 700091			
3.	Last date and time of submission of Tender papers.	27/01/2025 up to 14.00hrs	At the office of the undersigned at 1 <sup>st</sup> floor of Nirman Bhawan, Salt Lake, Kolkata - 700091			
4,	Date and time of opening of Tender.	27/01/2025 after 16.00hrs	At the office of the undersigned at 1 <sup>st</sup> floor of Nirman Bhawan, Salt Lake, Kolkata - 700091			

- 2. a) Separate Tender should be submitted for each work, as per list, in sealed cover super scribing the name of The work on the envelope and addressed to the proper authority.
  - b) Submission of Tender by Post is not allowed.
  - c) Bid validity: 120 Days from the date of opening of the financial bid.
  - d) Cost of schedule: Free of Cost.
- 3. a) The Tender documents and other relevant particulars (if any) may be seen by the intending tenderers or by their duly authorized representatives during office hours between 11.00 A.M. 5.00 P.M. on every working day till <u>17 /01/25 up to 17.00 hours</u>, in the office of the Sub Divisional Officer, Salt Lake Drainage Sub Division, 1<sup>st</sup> floor, Nirman Bhawan, Salt Lake, Kol-700 091.
  - b) Intending tenderers should apply for Tender papers in their respective Letter Heads enclosing self attested copies following documents, originals of which and other documents like Registered Partnership (for Partnership Firms) etc. are to be of the produced on demand.
  - C) Self attested Copies of PAN Card, IT, PT Clearance certificates, GST Registration (15-Digit ID), PF & ESI Valid at least up to the date of opening of Tender, TL issued by the Competent Authority and Rules framed there under etc. should be furnished along with the applications. Application for such clearance addressed to the competent authority subject to the production of authenticated receipt may also be considered.
  - d) Eligibility Certificate to be obtained from the A.R.C.S. for Engineers' Co-operatives and Labour Cooperatives.
  - e) A statement to be produced showing number and value of works presently under execution by the tenderer under the Government Department/Organizations.
  - f) Declaration by the applicant to the effect that there is no other application for Tender paper for work in the NIT in which he/she/they has/have common interests. Failure to produce any of the above documents may be considered good and sufficient reason for non-issuance of tender paper.

## Credential:- As per amended rule under Rule 226(1) of PWD Code, Volume - I

Intending Bidder should produce credentials of similar nature of completed 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;

(i)

or.

Intending Bidder should produce credentials of 2(two) similar nature of completed 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;

(iii)

(ii)

Intending Bidder 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

or.

In case of running works, only those Bidders 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 Bidder.

A) Referral for credentials: Memo No.04-A/PW/O/10C-02/14, Dated:18.03.2015 of Government of West Bengal, Public Works Department, Accounts Branch, Nabanna, Howrah, for amended Rule under Rule 226 (1) of PWD Code, Volume-I is applicable in respect of credential.

- 4. a) Tender paper can be had by the shortlisted intending tenderers or by their duly authorised representatives, from the office of the Sub Divisional Officer, Salt Lake Drainage Sub Division, Urban Development & Municipal Affairs Department, Nirman Bhawan, Salt Lake, Kolkata-700 091 as shown in the broad sheet published by the tender issuing authority against the name of each intending tenderer, within the specified date and time.
  - b) No tender paper will be supplied by Post.

c) No tender paper will be issued on the date of opening of tenders and after expiry of date and time as mentioned in the Notice.

- 5. Before submitting any tender, the intending tenderers should make themselves acquainted, thoroughly, with the local conditions Prevailing, by actual inspection of the site and take into considerations all aspects including transportation of materials, communicating facilities, climate conditions, nature of soil, availability of local labourers and market rate prevailing in the locality etc. as no claim whatsoever will be entertained on these accounts, afterwards.
- 6. Earnest Money, as noted in the list of works, in the form other than those mentioned below, will not be accepted.
  - a. Receipted Challan of Reserve Bank of India or Treasury showing the deposit to be credited under the Head 'P.W. Deposit' in favour of the Executive Engineer, Bidhannagar Municipal Services Division.
  - b. Government Security duly pledged to the Executive Engineer, Bidhannagar Municipal Services Division.
  - c. Crossed bank Draft/Deposit at call Receipt, Banker's Cheque of any scheduled Nationalized Bank in the locality in favour of the Executive Engineer, Bidhannagar Municipal Services Division.
  - d. No adjustment of any sort of above mentioned Earnest Money previously deposited for other works will be considered. Tender without the specified earnest money will be treated as informal.
- 8. Earnest Money for works, as noted in the list of work, will have to be deposited by the contractors, Unemployed Engineers' <u>Cooperatives & Labour Cooperatives with the tender. Anybody desirous of exemption from depositing Earnest Money, is to furnish along with his Tender, self attested copy of document exempting him from depositing Earnest Money for the tender. Earnest money for works, as noted in the list of work in the form of Bank draft(BD) / Bankers Cheque (BC), of any scheduled nationlised bank of India in favour of Executive Engineer, Bidhannagar Municipal Services Division, Payable at Kolkata.</u>
- 9. The tenderer should quote the rate both in figures and in words on the basis of percentage above/below or At Par on the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form. <u>The rate should be quoted in one single handwriting and preferably with the same ink. Rates quoted in different hand writing shall be treated as informal</u>.
- 10. Any tender containing over writing is liable to be rejected.
- 11. All corrections are to be self attested under the dated signature of the tenderer without which tender may be informal.
- 12. When a Tenderer signs his Tender in an Indian Language, the total amount tendered should also be written in the same language. In the case of illiterate tenderer, the rates tendered should be attested by a witness.
- 13. The tenderer who will sign on behalf of a Company or Firm, must produce the registered documents (within 3 days from the date of opening the tender) in support of his competency to enter into an Agreement on behalf of the Company or the Firm under the Indian Partnership Act, failing which the Tender will not be considered and the deposited Earnest Money will be forfeited
- 14. Any letter or other instrument submitted, separately, in modification of the sealed tender may not be entertained.
- 15. Conditional Tender, which does not fulfil any of the above conditions, and is incomplete in any respect, is liable to be (he/she will have to produce necessary documentary evidence of his having done so at the time of receiving any payment for the summarily rejected.
- 16 GST, Sales Tax, Royalty, Building Working Cess and all other statutory Levy/Cess etc. will have to be borne by the Contractor work).
- 17. The Tender Accepting Authority does not bind himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason whatsoever to the intending tenderers and also reserves the right to distribute the work amongst more than one tenderers.
- 18. The tenderer will have to, if so desired by the Tender Accepting Authority, submit his/her/their analysis to justify the rate quoted by him. The tenders will be opened, as specified in the list of works, in presence of the participating tenderers or their duly authorised representatives, who may be present at the time of opening and who may also put their signatures in the Tender Opening Register.
- 19. The successful Tenderer will have to execute the duplicate copies of his tender which will have to be obtained by additional cash payment in the office of the Sub Divisional officer, SL Roads Sub Division, within 7(seven) days from the date of receipt of the intimation of acceptance of his tender, failing which the Earnest Money shall forthwith stand forfeited in favour of the Government and the communication of acceptance of the tender shall automatically stand cancelled.
- 20. If any Tenderer withdraws his tender before its acceptance or refuses/fails to convert it into a contract within a reasonable time, without giving any satisfactory explanation for such withdrawal/refusal/failure, he/she/they shall be disqualified for submitting any tender in this Division/Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
- 21. The successful Tenderer will have to abide by the provisions of the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972

and such other Acts as may be applicable, as will be in force from time to time.

- 22. Materials such as Cement, Steel materials, etc., if available in stock, will be issued by the Department to the Contractor for the work as per Issue Rate fixed by the Engineer-in-Charge. Site of issue of materials as mentioned in the list of materials to be supplied departmentally to the contractor is furnished with the tender documents for the work. Any other materials not listed therein, if supplied by the Department, the Issue Rate for such material will be fixed by the Engineer-in-Charge, value of which shall be recovered by the department.
- 23. Hire charges for Tools & Plants Machinery, if issued departmentally, will be recovered from the contractor at such rates as will be fixed by the Engineer-in-Charge. The period of hire charges of all Tools & Plants Machinery issued from the Government go-down will be counted from the date of their issuance from the go-down and up to the date of return into the same go-down and the hire charges will be recovered from the contractor, accordingly. All Tools & Plants, Machinery issued to the contractor must be returned in good condition. In the case of any damage, the cost of repair to such damage or replacement will be recovered from the contractor.
- 24. In the following cases a tender may be declared informal and unacceptable.
- a. Correction, alterations, additions, etc. if not attested by the tenderer.
  - b. Earnest Money in the form of Government Security etc. not held by the tenderer and not properly pledged, Earnest Money in the form of T. R. Challan, D.C.R/Demand Draft, etc. which are deposited short and/or not deposited in favour of the Executive Engineer, Bidhannagar Municipal Services Division.
  - c. If the Tender Form is not properly filled in respect of the general description of the work, Estimated Cost, Rate of deduction of Security Deposit, etc. in page-2 and other pages of Tender Form as are required to be filled in.
  - d. If the specified pages of the Tender Document are not signed by the tenderer.
  - e. If the tender is not submitted in a Cover properly sealed and the name of the work is not indicated on the cover.
  - f. For the return of the Earnest Money of the unsuccessful tenderer(s), he/they is/are to apply for the same to the Executive Engineer, Bidhannagar Municipal Services Division giving the reference to the work, N.I.T. No., date of tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of all tenderers other than the lowest tenderer in each case, may be refunded, after acceptance of the rate in the comparative statement, as early as possible.
  - g. To verify the competency, capacity and financial stability of the intending tenderer(s), the Tender Paper Issuing Authority may demand production of any necessary document(s) as it may deem necessary.
  - h. The payment of R/A as well as Final Bill for any work will be made according to the availability of fund and no claim due to delay in payment will be entertained.
  - i. Normally, Tender Paper for not more than one work in any one NIT will be issued to an applicant, who may indicate the Sl. Nos. of the work in the order of priority. However, depending on response to various serials in the NIT, Tender Paper Issuing Authority may issue Tender Paper for any serial even though it may not be preferred by the applicant.

j. 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-417; Dated 22.08.2017) & No: 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017 of PWD Govt. of West Bengal.

- k.. If in any reason any date as mentioned herewith and related with this tender falls or declares as holiday then the next day will be treated as the working day for this purpose.
- I. For Detail NIT, Corrigendum and Addendum, if any, Office Notice Board and Departmental Website of Urban Development Department (and may also by login through <u>www.wburbanservices.gov.in</u>, Govt. of West Bengal may be followed 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-417; Dated 22.08.2017) & No: 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017 of PWD Govt. of West Bengal.

<u>Clause 17.</u> – If the contractor or his work men or servants or authorized Representatives shall break, deface, injure, or destroy any part of 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 damage shall happen to the work from any cause whatsoever or any imperfection become

apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued 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 and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in

the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such 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.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the 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 work held with the Government under the provision of clause 1 here of shall be re fundable to the contractor in the manner provided here under:- (a) For work with three months Defect Liability Period:

(i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.(b) For work with one year Defect Liability Period:

(i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.

(c) For work with three years Defect Liability Period:

i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work; ii) The balance 70% of the security deposit shall be refunded to the contractor on expire of three years from the actual date of completion of the work;

ii) The balance 70% of the security deposit shall be refunded to t he contractor on expiry of three years from the actual date of completion of the work;

d) For work with five years Defect Liability Period:

i) No security deposit shall be re funded to the contractor for 1st 3 years from the actual date of completion of the work;

ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;iii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work;

#### Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

(i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be Three months from the actual date of completion of the work.

(ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
(iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more,

Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;

(iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality /Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work;

(2) The following paragraph shall be added to the Interpretation Clause of CONDITIONS of CONTRACT:-

"The word 'Government' means the Government of the State of West Bengal in Public Works Department."

This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No.417 Dated 22.08.2017:

This notification will take immediate effect.

As per Notification No. 1M-32/23/285-R/PL; Date - 02/08/2024

In partial modification of Public Works Department's Notification No.5784-PW/L&A/2M-175/2017 dated 12.09.2017. Defect liability Period of Extension work of building / bridge / culvert, construction work of new flexible pavement up to bituminous level, widening and strengthening/improvement/strengthening work of flexible pavement will be 5(five) years in place of 3 years.

This clause shall be incorporated in the Notice inviting tender.

This bears the concurrence of Finance Department, Group-T vide their U.O. No. Group-T /2024-2025/0417 dated: 30.07.2024.

This notification will take immediate effect.

As per Order of E-in-C & Ex-Officio Secretary of PWD vide Memo No. 760-ENC/2024 ; Date – 06/08/2024

In terms of Notification no. 1M-32/23/285-R/PL; Date – 02/08/2024, Defect Liability Period (DLP) for Construction work of new flexible pavement up to bituminous level, widening and strengthening / improvement / strengthening work of flexible pavement will be 5(Five) years. Hence design life for bituminous layer for all the aforesaid works in case of stage construction of bituminous pavement will be same as hat being considered in case of RIDF works vide MOM circulated by the Engineer in Chief and Ex – Officio Secretary, PWD under memo no. 4P-2/20/185-R/PL dated 02.07.2020.

m. For Corrigendum, if any, Office Notice Board may please be followed which will be the part of the agreement of the contract.

LIST OF WORK:-												
SI. No	Name of Work	Amount Put to Tender	Earnest Money	Time Allowed	WB Form No	Cost of Form	Accepting Authority	Agency Entitled to Participate in Tender				
1	"Urgent repairing and Maintenance work to inside of Site office at Srabani Abasan of Salt Lake Drainage Sub Division under BMS Division, Salt Lake, Kolkata – 700091".	Rs.91050.00	Rs.1821.00	30 days.	2911(ii)	Free of Cost	Sub-divisional Officer/ SL Drainage Sub- Division	Bonafide outsiders having Credential of execution of similar nature of work of value 40% of the amount put to tender within the last 5 years. Vide Memo No.04- A/PW/O/10C- 02/14, Dated:18.03.2015 of Government of West Bengal, Public Works Department, Accounts Branch, Nabanna, Howrah, for amended Rule under Rule 226 (1) of PWD Code, Volume-I is applicable in respect of credential.				

#### 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 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, 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 office 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 having diploma/degree in civil engineering.
- 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 any supplementary works, prior approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority.

- 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 former 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 Junior Engineer, if so authorized by the Engineer in charge or 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 at 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) 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.
- 17) Detail Organizational structure, manpower, resources, Technical staffs with their expertise and experience should be submitted by the Agency at the time of application.
- 18) 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 for the work.
- 19) 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 pursuance 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.
- 20) The Contractor shall have to make his own arrangement for palatable Water, both for the work and use by his workers, for all tools and plants etc. required for the work.
- 21) 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). Necessary tests certificates of the said materials, as required will have to produced before actual execution of site.
- 22) 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. Necessary tests certificates of the said materials, as required will have to produced before actual execution of site.
- 23) 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.
- 24) Bank Solvency certificate/Credit Limit certificate from a schedule bank needs to be enclosed.
- 25) Copies of IT(last five FYs), P.T. clearance certificates, GSTIN Registration No, issued by the Competent Authority and Rules framed there under etc. should be furnished along with the applications.
- 26) Cost of damaged and / or dismantled materials is deductable as per standing order.
- 27) Intending Bidders shall have to comply / apply for Employees Provident Fund & Miscellaneous Provisions Act 1952 and Employees State Insurance Act 1948.
- 28) If for any reason whatsoever, the work is suspended or abandoned, either in full or in part, no compensation will be made to the Contractor.
- 29) During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder is / are incorrect/ manufactured/ fabricated, that bidder(s) will not be allowed to participate in the tender and that application will be rejected outright.
- 30) The estimated amount of tender may not be fully utilized after issuance of related work-order and no claim in this regard will be entertained.
- 31) Any kind of advance payment whatsoever, escalation of price of any materials including raw materials increase in the labor cost, increase in the transport cost etc. and consequent cost over runs will not be entertained under any circumstances & thus conditional tender will not be accepted.
- 32) The SDO/Drainage,Sub-Division, UD&MA Dept. Possess the sole right and authority to issue technical eligibility to the candidates whose candidature are acceptable to him. No challenge in such respect of issue would not be allowed and would be acceptable by law.
- 33) The SDO/Drainage, Sub-Division, UD&MA Dept reserves the right to cancel the N.I.T. or issue corrigendum notice to the NIT due to unavoidable circumstance and no claim in that respect will be entertained.
- 34) The applicant must inspect the site of work and get acquainted with site conditions. All factors relating to the facilities available and problem to be faced during work should be taken into account before quoting rate.
- 35) No extra cost towards any accident of the engaged personnel will be borne by the Department and any compensation towards accident of the engaged personnel will be borne by the Agency.
- 36) No claim for employment in Government Service will be accepted in any causes.

- 37) The undersigned or any authorized Officials reserve the right to instruct the Agency for withdrawal of personnel without showing any reasons.
- 38) The undersigned reserve the right to modify any terms and conditions if necessary in the interest of the Government which must be accepted by the Agency otherwise the work order will be cancelled forthwith without showing any reasons. The undersigned also reserves the right to cancel the agreement by giving a notice of 1 (one) month before cancellation to the agency without assigning any reason.
- 39) a) If not otherwise specified, overall stipulated period for completion of maintenance and repairing work against complaint for individual all ready occupied quarters for civil as well as sanitary plumbing works is maximum up to 7 (seven) days from the date of intimation obtained to start M/R work of that particular work. In case of any complain of negligence against the agency related to execution of that particular work, found valid after verification, Beyond that specified period as mentioned above, an amount @ [( Total contractual amount/Stipulated period of completion as per contract in days) x 1.5 times ] per day of delay of such completion for such particular work will be deducted from the bill of the agency as penalty for such negligence and further the Department may terminate the contractual agreement for such poor performance of the agency.

b) If not otherwise specified, overall stipulated period for completion of maintenance and repairing work against complaint for individual vacant quarters for civil as well as sanitary plumbing works is maximum up to 15(fifteen) days from the date of intimation obtained to start M/R work of that particular work. In case of any complain of negligence against the agency related to execution of that particular work, found valid after verification, Beyond that specified period as mentioned above, an amount @ [( Total contractual amount/Stipulated period of completion as per contract in days) x 1.5 times ] per day of delay of such completion for such particular work will be deducted from the bill of the agency as penalty for such negligence and further the Department may terminate the contractual agreement for such poor performance of the agency.

40) Tender inviting authority reserves the right to rectify/replace/substitute any rate of the priced schedule put to tender in case of any inadvertent/ typographical mistake both in figure as well as in words prior to execution of formal tender.

41) Recovery of unserviceable materials would be realized from the final bill of the agency as per rate approved by the competent authority.

42) All the disputes arising from the provisions of the said Tender agreement come under the jurisdiction of the Calcutta High court or any other competent court as the case may be.

Sub Divisional Officer Salt Lake Drainage Sub Division

#### Memo No:- 10

## Dated:-10.01.2025

# Copy forwarded for information and necessary action with the request to display the N.I.T in the Office Notice Board for the wide circulation:-

- 1) The Additional Secretary, Department of U D & M A, Govt. of West Bengal, Nagarayan, Salt Lake, Kolkata 700064.
- 2) The Administrator, Department of U D & M A (Salt Lake Project), Nirman Bhavan, Salt Lake, Kolkata 700091.
- 3) The Additional 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** <u>www.wburbnservices.gov.in</u>
- 4) The Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 5) The Executive Engineer, B.M.S Division, Nirman Bhavan (1<sup>ST</sup> floor), Salt Lake, Kolkata- 700 091. This is reference to his instruction vide his memo no 2288 dated. 25/11/2022.
- 6) The Executive Engineer, Salt Lake Construction Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 7) The Executive Engineer, Salt Lake Reclamation Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 8) The Executive Engineer, Central Mechanical Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 9-12) The SDO's/ Salt Lake reclamation Sub-Division-I & II, Salt Lake Drainage Sub-Division, S.L Water Supply Sub Division.. 13-14) The Accounts branch of B.M.S Division / Office Notice Board.

Wonde 10-01-25 Sub-divisional Officer

Sub-divisional Officer Salt Lake Drainage Sub Division