

**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**



**SECTOR-VI INDUSTRIAL TOWNSHIP AUTHORITY**

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West Bengal, India.

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Memo No: 525/ SE(C) /Sec-VI/ITA/NIT(AMRUT2.0)/ 2023-24

Dated : 12/09/2023

**Detailed e-TENDERING NIT NO: SEC-VI/ITA/04 of 2023-2024 Dated: 08/09/2023**

Notice inviting e-Tender is invited by the **Superintending Engineer (Civil), Sector-VI Industrial Township Authority** on behalf of the Sector-VI Industrial Township Authority for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible and resourceful contactors with financial capability and having credentials as per Eligibility Criteria Stated below.

Sl.No.	Name of Work	Estimated Amount Rs.	Earnest Money Rs.	Time of Completion
1	2	3	4	5
1	Design and construction of 28 MGD Water Treatment Plant with space saving technology along with Intake arrangements, Underground reservoir-cum-Pumping Station including all civil & electro-mechanical works, commissioning & trial run along with 5 years' Operation & Maintenance on turnkey basis within PHED campus, New Town under AMRUT 2.0. Tender ID No. 2023_UDMA_565950_1	Rate To Be Quoted	Rs.10,00,000.00; balance amount of 2% of quoted amount minus Rs. Ten Lakh (Earnest Money) to be deposited at the time of execution of agreement in the form of Pay Order or Bank Draft.	24 (Twenty Four) months excluding trial run and O&M activity

**Note:** The bidders should not have adverse report for execution of any project work during last 5(five) years. This clause will lead for rejection of application even after fulfillment of other eligibility criteria.

**Eligibility Criteria:**

- i) Intending Tenderer should produce Credentials of successfully completed work of at least 11.2 MGD capacity Municipal Surface Water Treatment Plant with less than 1.0 NTU treated water turbidity in single tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies; or,
- ii) Intending Tenderer should produce Credentials of successfully completed 2(two) works each of at least 8.4 MGD capacity Municipal Surface Water Treatment Plant with less than 1.0 NTU treated water turbidity during last 5(five) years prior to the date of issue of the tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies; or
- iii) Intending Tenderer should produce Credentials of one single running work which has been completed to the extent of 80% or more of at least 11.2 MGD capacity Municipal Surface Water Treatment Plant with less than 1.0 NTU treated water turbidity in any Govt./Semi-Govt./ Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies.





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### In case of JV– the eligibility criteria are as follows:

(iv) The lead partner should must have at least 50% of the qualifying credential in SI (i) above i.e at least 5.6 MGD capacity Municipal Surface Water Treatment Plant with less than 1.0 NTU treated water turbidity in single tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt./Undertaking /Autonomous Bodies/Statutory Bodies and Local Bodies and each of the other partner/partners shall have of at least 25% the qualifying credential in SI (i) above i.e. at least 2.8 MGD capacity Municipal Surface Water Treatment Plant with less than 1.0 NTU treated water turbidity in single tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies/Statutory Bodies and Local Bodies. *However, the Lead Partner along with other partner / partners should jointly/severally meet at least 100% of the qualifying credential in eligibility criteria in SI (i) above Or*

(v) The lead partner should must have at least 50% of the qualifying credential in SI (ii) above i.e. two (2) works each of at least 4.2 MGD capacity Municipal Surface Water Treatment Plant with less than 1.0 NTU treated water turbidity in single tender during last 5 (five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt./Undertaking /Autonomous Bodies/Statutory Bodies and Local Bodies; and each of the other partner/partners shall have of at least 25% the qualifying credential in SI (ii) above i.e. at least 2.1 MGD capacity Municipal Surface Water Treatment Plant with less than 1.0 NTU treated water turbidity in single tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies/Statutory Bodies and Local Bodies. *However, the Lead Partner along with other partner / partners should jointly/severally meet at least 100% of the qualifying credential in eligibility criteria in SI (ii) above.*

(vi) The lead partner should must have at least 50% of the qualifying credential in SI (iii) above i.e. at least one single running work which has been completed to the extent of 37.5% or more of at least 11.2 MGD capacity Municipal Surface Water Treatment Plant with less than 1.0 NTU treated water turbidity in single tender during last 5 (five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt./Undertaking /Autonomous Bodies/Statutory Bodies and Local Bodies; and each of the other partner/partners shall have of at least 25% the qualifying credential in SI (iii) above i.e. at least one single running work which has been completed to the extent of 18.75% or more of at least 11.2 MGD capacity Municipal Surface Water Treatment Plant with less than 1.0 NTU treated water turbidity during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies/Statutory Bodies and Local Bodies. *However, the Lead Partner along with other partner / partners should jointly/severally meet at least 100% of the qualifying credential in eligibility criteria in SI (iii) above.*

*Note : JV constituted by not more than three partners are eligible to participate in this tender.*

#### Additional Terms and Conditions:

- An affidavit to be submitted separately that a full-fledged technically supported spot decision making Corporate Office exists in West Bengal which may be verified in due course.
- Defect liability period for the work will be 5 years from the date of completion of trial run of the project.
- Since the work will be executed within the specified working site/location within PHED campus, New Town, the successful bidder will take every precaution while execution to safeguard the installations within the working site/location and will make good the damages if any occur during execution of work within working site/location.





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- An affidavit to be submitted in relation to that a full-fledged technically supported spot decision making Corporate Office exists in West Bengal which may be verified in due course.
- Security period for the work will be 5 years from the date of completion of the trial run of the project.
- Since the work will be executed within the specified working site/location within PHED premises of New Town, the successful bidder will take every precaution while execution to safeguard the installations within the working site/location and will make good the damages, if any, which may occur during execution of work within working site/location. The successful bidder should perform all the works keeping good relationship with the PHED Authority or personnel, and should avoid any type of dispute/disagreement/controversy with any of the PHED personnel. In case of rise of any such dispute/disagreement/controversy, the bidder/contractor has to solve the matter on his own.
- If the 2% of the quoted value for the successful bidder is higher than the mentioned earnest money which is to be deposited during tendering, then the successful bidder has to deposit the difference amount of 2% of quoted value and earnest money already deposited during tendering in form of bank draft/banker's cheque issued in favour of Sector-VI ITA before issuance of work order. The said amount along with the earnest money deposited during tendering will be converted in to security deposit.

### **Documents to be produced in support of Credential:**

A successful performance and completion certificate supplemented with work order along with payment certificate issued by the competent authority shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice (**Eligibility to participate in the tender**). Besides this, following documents shall have to be furnished:

- a) Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm
- b) Copies of valid PAN Card, Trade License, GST, P.F & E.S.I Registration Certificate, Professional Tax clearance Certificate.
- c) Bank Solvency Certificate not less than Rs.30.00 Crores (Rupees Thirty Crore only) only and issued not before 06 (Six) Months from the last date of Bid Submission from any Scheduled Bank and valid up to the last date of bid submission of e-NIT.
- d) Valid Electrical Contractor License and Supervisory License in all the relevant sections, specially covering the H.T. Switch Gear & Transformer.
- e) Authorization from Pump Manufacturer indicating the Tender No, if the bidder is not a pump manufacturer (At least for the pumps of Raw Water & Clear Water Pump House within WTP campus).
- f) List of own machines & equipment necessary for field as well as laboratory test for all materials.
- g) List of Technical Personnel employed under the organization in details with names, qualification, experience and address with contact number.
- h) Corresponding address should be within West Bengal together with Fax, Telephone nos., Contact mobile no. & Email no. of the tenderer.
- i) The average annual turnover of last three financial years, of the intending bidder, shall have to be at least Rs. 60 Crore (Rupees Sixty Crore Only).
- j) Audited Balance Sheets and I.T. Return (Sara) of last three financial years regarding annual turnover from contracting business in each year.
- k) A written declaration in the form of the affidavit before the Notary as to correctness of the copies of all documents submitted and a declaration whether penalty/debarment etc. had been faced or not under any Govt./Semi Govt./Autonomous Body/Institution etc.





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**All documents in original to be produced in due course of time as & when asked by the Tender Inviting Authority**

The Rate is to be quoted considering GST and all other taxes as applicable Govt. Norms.

**In case of JV**

**In addition with the above,**

**The lead partner should have average annual turnover of last three financial years of at least Rs. 30.00 (Thirty) Crore and each of the other partner/partners should have individually average annual turnover of last three financial years not less than Rs. 15.00 (Fifteen) Crore. However, the Lead Partner along with other partner / partners should jointly/severally meet at least 100% of the average turnover value i.e. Rs. 60 crore.**

Intending bidders desirous of participating in the tender have to log on to the website <http://wbtenders.gov.in> (the web portal of the GoWB) and click on to the “e-procurement” link provided. They may also visit the website <https://wburbandservices.gov.in> for the tender. The tender can be searched in the search engine provided in the website.

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, Govt. 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 submission procedure are given below under “General terms and conditions and information”.

**Last date & time of submission of bids online is 09/10/2023 at 17:00 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 No I, BOQ, Corrigendum etc. and Drawings if any, shall form part of the tender document.

**General Terms and Conditions and Information**

**1. Eligibility for participation:**

Bonafide Contractors, Partnership firms registered with the State Government, Joint Venture are eligible to participate, depending on the criteria as detailed below.

**2. Submission of Tenders**

**2.1 General process of submission**





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Tenders are to be submitted online through the website stated. 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 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 specifically take note of all the addendum / corrigendum related to the tender and upload the latest documents as part of the tender.

The intending bidders are requested to go through all the specifications as enumerated in different sections of this Tender Document before quoting their rates in the BOQ.

### **2.2 Technical Proposal**

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

#### **A Technical File (Statutory Folder) containing:**

- i. Application for Tender (Vide Form-1) (to be submitted in 'Forms' folder)
- ii. Notice Inviting Tender (NIT) (to be submitted in 'NIT' folder)
- iii. Earnest Money Deposit (EMD) – Earnest Money will be deposited by the bidder electronically: online through his net banking enabled bank account, maintained at any bank **or** offline through any bank by generating NEFT/RTGS Challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the **EMD** from their respective bank as per the Beneficiary Name and Account No., Amount, Beneficiary Bank Name and IFSC Code and also e-procurement Reference Number.

**(If the value of the 2% of the Quoted amount is higher than the deposited Earnest Money, then the differential amount 2% of the Quoted amount & the deposited E.M.D. is to be submitted by the successful bidder prior to issuance of LOI in the form of Bank Guarantee.)**

**(In case of JV the EMD has to be remitted as above by the lead partner of JV).**

**If the L1 bidder does not agree to execute the job after opening of Bid, the Earnest Money will be forfeited without any further intimation and may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including debarment upto 3(three) years of the Bidder.**

- iv. Scanned Copy of One affidavit before Notary will have to be submitted for each serial mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Govt. /Semi-Govt./Autonomous body/Institution online at desired location. (as per Format Attached)
- v. Drawings if any (to be submitted in 'Drawings' folder)
- vi. Technical documents consisting of bidder's technical proposals, calculations, proposed layout drawings, hydraulic flow diagrams and all other relevant technical data to be submitted by the bidder in this section.

**Note: Tenders will be summarily rejected if any item in the statutory cover is not uploaded.**





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**B. Documents (Non-Statutory Folder) containing Tenderer should upload following Documents in "All Other Important Documents" Folder**

**i. Certificates:**

- 1) Credential certificates as stated above in "Eligibility Criteria".
- 2) Professional Tax (PT) submission Challan and PAN Card details. Application for such addressed to the competent authority may also be considered.
- 3) GST Registration Certificate.
- 4) Bank solvency Certificate not less than Rs. 40.00 Crores (Rupees Forty Crore Only) and issued not before 06 (Six) Months from the last date of Bid Submission from any Scheduled Bank and valid at the time of last date of bid submission of e-NIT.
- 5) Valid Electrical License and Supervisory License in all the relevant section specially covering the H.T. Switch Gear & Transformer.
- 6) P.F. and ESI Registration Certificate.
- 7) Details of Technical Manpower and Machineries.
- 8) The intending bidder should have registered office at within West Bengal for Communication purpose. Fax, Telephone nos., Contact mobile no. & Email no. of the tenderer have to be submitted.
- 9) Authorization from Pump Manufacturer indicating the Tender No, if the bidder is not a pump manufacturer (At least for the pumps of Raw Water & Clear Water Pump House within WTP campus).
- 10) A written declaration in the form of the affidavit before the Notary as to correctness of the copies of all documents submitted and a declaration whether penalty/debarment etc. had been faced or not under any Govt./Semi Govt./Autonomous Body/Institution etc.

**ii. Company Details**

1. Registered Deed for Partnership Firm / JV from Registrar to be submitted. Only application for registration will not be considered. However in cases where the applicant is yet to receive registration certificate, the applicant is to submit an affidavit in non judicial stamp paper along with the application pledging that "*the registration certificate of the 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 in-ordinate 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 partnership firm / JV should also be registered from the Office prior to the date of application of tender otherwise his application will be rejected.  
*Note: An affidavit regarding authorized user of DSC for Consortium and a declaration regarding such authorization for Limited companies is to be submitted.*

**Particulars regarding Joint Ventures.**

- i) *In case the bid is from a JV of bidders, the lead partner of JV shall have to apply for tender on behalf of Joint Ventures along with MoA/MoU.*
- ii) *The lead partner must hold 51% equity capital of the company to be formed between them during the tenure of contract implementation.*
- iii) *Maximum number of JV Members/partners allowed is 03 (Three) including the Lead Member.*
- iv) *In case of any litigation or in the event of any default arising during the execution/contract period of the agreement, each member of the JV will be severally and jointly liable.*





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viii) A copy of the Joint Venture Agreement entered into by the Partners (JV Participants) shall be submitted with the bid. Alternatively, a Letter of Intent as per format provided in the ANNEXURE-A,B&C to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid together with a copy of the proposed Agreement, clearly indicating the objectives of the joint venture, the proposed management structure, the contribution of each participant to the joint venture operations, the commitment of the participants to joint venture and several liability for performance of the contract, recourse or sanctions within the joint venture in the event of default or withdrawal of any participant, and arrangements for providing the required indemnities.

ix) If the Successful Bidder is a Joint Venture partner to whom the contract is awarded, each partner/member of the Joint Venture shall sign and execute the contract with Sector-VI Industrial Township Authority.

x) Regarding JV the contract agreement will be guided by the Competent Authority of Sector-VI Industrial Township Authority.

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

2. Trade License for Proprietorship Firms. In case of JV the lead member and all other member should submit the trade License.
3. Memorandum of Articles for Limited Companies.
4. Following documents shall have to upload by a Partnership Firm in addition to the other stated documents:
  - i) The power of Attorney for the firm for signing the tender by a partner.
  - ii) Partnership Deed.
5. Following documents shall have to upload by a Joint Venture in addition to the other stated documents:
  - i) Copy of MoA/MoU on a stamp paper of Rs.100.00 outlining the joint interest to work on the project and specifying the other terms of agreement.

### **iii. Credential:**

Credential Certificate issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organisations along with Work Order and Payment Certificate to be submitted in 'Credential' folder. The scanned copy of the Certificate should be uploaded with the non statutory cover. However, Credential Certificate issued to sub-contractor by Central or State Govt undertaking /Govt Enterprise shall not be accepted.

### **iv. Balance Sheet:**

Audited Balance Sheets and I.T. Return (including Form 3CD) of last three financial years regarding annual turnover from contracting business in each year. **(In case of JV the all**





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**partners should submit the Income tax Return along with Form 3CD and audited balance sheet for the last 3 financial years).**

*(If the company was set up less than three years ago, Audited balance sheet for the no of years since inception is to be submitted).*

### **v. Addenda / Corrigendum: if published.**

**Note:** Contractors are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload the same digitally signed along with the NIT Tenders submitted without the Addendum / Corrigendum will be informal and liable to be rejected. Addendum or Corrigendum shall be published in the relevant website only.

### **vi. Others: Any other documents found necessary**

**Note:** Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection. This above mentioned documents should be upload in "All Other Important Documents" folder in Technical Cover.

- vii. The bidder should not have record of poor performance or they should not have been blacklisted by any employer during the last five years prior to the date of the NIT. Such abandonment or punishment will be considered as disqualification towards eligibility. A declaration in this respect through affidavit has to be furnished by the prospective bidders as per Format IV **without which the Technical Bid shall be treated as non responsive.** The scanned copy of the affidavit should be uploaded with the non statutory cover and the hard copy should **preferably be submitted** along with the non statutory documents.

### **2.2.1 Financial Proposal**

The financial proposal should contain the following documents in one cover (folder).

- i) Bill of Quantities (BOQ): The contractor is to quote the rate (On Turnkey Basis) online through computer in the space marked for quoting rate in the BOQ (*downloaded copies of the above documents may be uploaded, virus scanned and digitally signed by the contractor*).
- ii) **Rate to be quoted including 18% GST, 1% L.W. CESS and any other Govt. statutory taxes**

## **3. Completion Certificate:**

- i. Completion Certificates for fully 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 work executed in SECTOR-VI ITA will be considered. Completion Certificate of works executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Irrigation & Waterways Department, 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 (SECTOR-VI ITA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Other Municipalities, Hooghly River Bridge Commissioner (HRBC), Engineering Departments of Central Government and Organizations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KoPT), and companies owned or managed by the State Government, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. 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.

### **3.1 Penalty for suppression / distortion of facts**





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If any tender 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 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 Sector-VI Industrial Township Authority as per approval of the Chief Engineer for a maximum period 3 (three) years. In addition, his Earnest Money Deposit will stand forfeited to Sector-VI Industrial Township Authority. The Chief Engineer concerned 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 to be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

### **3.2 Taxes & duties to be borne by the Contractor**

Income Tax, Labour Cess, GST and Other Taxes as per Govt. Rule to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges.

### **3.3 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 like 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 tenderers may contact the office of the Executive Engineer, concerned with the work between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

3.4 Agency shall have to arrange required land for installation of Plant & machineries, storing materials, labour shade etc. at their own cost and responsibility nearest to the work site.

### **3.5 Conditional and incomplete tender**

Conditional and incomplete tenders are liable to summary rejection.

## **4. Opening and evaluation of tender**

### **4.1 Opening of Technical Proposal**

- a) 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.
- b) Intending tenderers may remain present at the time of opening if they so desire.
- c) 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 3.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- d) Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be evaluated to finalize eligible tenderers.

### **4.2 Tender Evaluation Committee (TEC)**

Committee already constituted for issuance of tender papers for high value tenders, vide CEO, Sector-VI Industrial Township Authority's order will continue to function as Tender Evaluation Committee (TEC), for evaluation of Technical Proposals of the tenders, until further order.

### **4.3 Uploading of summary list of technically qualified Tenderer**

- i. Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC), the summary list of eligible tenderers for a particular serial of work who's Financial Proposals will be considered will be uploaded in the web portals.





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- ii. While evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

### **4.4 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 checked, 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. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

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

### **6. Acceptance of Tender**

Lowest valid rate should normally be accepted. **However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.**

#### **6.1 Tender Accepting Authority**

As per prevalent orders of Finance Department, Audit Branch, Group-T, GoWB, Tender Accepting Authority for different tenders shall be followed.

#### **6.2 Execution of Formal tender after acceptance of tender**

The tenderers, whose tender is approved for acceptance, shall within 20days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in four (4) copies and one original copy of Sector-VI Industrial Township Authority Form No.I which may be purchased on Pay Order/Demand Draft from the office of the Executive Engineer concerned with the work. Cost of each copy of Formal Agreement shall be Rs.15,000.00 (Rupees Fifteen Thousand only) excluding the cost of Tender Form.

6.3 The NIT shall form a part of the contract agreement. On acceptance of the bid, the successful bidder shall have to sign the contract consisting of NIT, instruction to bidders, special terms and conditions, specification, BOQ, Drawing, Rate quoted, LOA and Tender Form I.

### **7. Payment**

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

The payment of RA bill as well as final bill for any work will be made after submission of the bill by the Contractor as per the Payment Breakup.

### **8. Security Deposit:**





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- i) The Earnest money deposited by the lowest bidder (hereinafter shall be called the contractor) shall be converted into security deposit. The additional earnest money if any have to be deposited by the lowest bidder before the issuance of LOI.
- ii) The authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction against Security deposit together with Earnest Money constitute 10% of the tendered value of work actually done.
- iii) After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period.
- iv) For this work with **five years Defect Liability Period:**
  - i) No security deposit shall be refunded 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;

### **9. Defect Liability:**

- i) The contract will have the Defect liability for a period of 5 (five) Years from the date of successful completion of trial run of the work
- ii) Prospective Bidder shall have to execute the work in such manner so that appropriate service level of the work under improvement is to be maintained during progress of the work and during Defect Liability Period from the date of successful completion of the work up to the entire satisfaction of the Engineer in Charge. If any defect / damage is detected during this period as mentioned above the contractor shall make the same good at his own expense to the satisfaction of the of the Engineer in Charge or in default the Engineer in Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer in Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the contractor.
- iii) If the contractor or his workmen 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 five years (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.

10. The various documents comprising the full set of tender documents are complementary to one another and are to be taken as parts of a complete whole and mutually explanatory. These are subject to the provisions of Clause 5 (2) of the General Conditions of Contract and to the following condition.





## NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others, only to the extent as those are at variance, in the order of precedence as given in the list below :

- i) Letter of Acceptance,
- ii) Corrigendum, addendum, minutes etc. before opening of tender,
- iii) Minutes of the Pre-Bid meeting,
- iv) Special provisions/ terms and conditions (Section-D),
- v) NIT and Conditions & Requirements for Tendering (Section-B),
- vi) General conditions of Contract (Section-C),
- vii) General Specifications of workmanship and Materials for Civil works (Section-E),
- viii) General technical specifications (Section-F),
- ix) Detailed Technical Specifications (Section-G) in conjugation with Description of Project (Section-A)
- x) Technical Specifications for Electric Motors, Controls etc. (Section-H),
- xi) BOQ/Price-schedule,
- xii) Abridged and detailed NIT,

The willing bidders are requested to go through this NIT carefully. If they find any discrepancy or ambiguity in any Clause/Clauses of this NIT or any Clause/Clauses is/are not clear to them, they should bring it to the notice of the Tender Inviting Authority in the Pre-Bid Meeting itself and the Authority or his representative shall rectify or adjust or explain the meaning of the said Clause. Any discrepancy or ambiguity found by the contractor in any Clause of the NIT after opening the financial bid, the explanation of this Authority is final and binding to the Contractor. No extra payment shall be payable to the Contractor in this regard under any circumstances.

### 11. Withdrawal of Tender

As per NIC Rules.

### 12. Schedule of Dates for e-Tendering

Sl. No	Activity	Date & Time
1.	<b>Publishing Date (Date of uploading of NIT and tender documents)</b>	15/09/2023 at 18.00 Hrs
2.	<b>Document Download start date</b>	15/09/2023 at 18.10 Hrs
3.	<b>Bid submission start date</b>	15/09/2023 at 18.15 Hrs
4.	<b>Site visit *</b>	20/09/2023 at 12:00 Hrs
5.	<b>Last date of Submission of Pre Bid Queries</b>	21/09/2023 up to 12:00Hrs
6.	<b>Pre Bid Meeting</b>	21/09/2023 at 13:00 Hrs
7.	<b>Uploading of reply to Pre Bid queries</b>	26/09/2023 at 18:00 Hrs
8.	<b>Document Download end date</b>	09/10/2023 at 15.00 Hrs
9.	<b>Bid submission end date</b>	09/10/2023 at 17:00 Hrs
10.	<b>Technical Bid opening date</b>	11/10/2023 after 14:00 Hrs
11.	<b>Uploading of preliminary list of Technically qualified bidders.</b>	To be notified later
12.	<b>Uploading of final list of Technically qualified bidders.</b>	<b>Do</b>
13.	<b>Financial Bid opening date</b>	<b>Do</b>
14.	<b>Uploading of Financial Bid evaluation sheet</b>	<b>Do</b>

\* Site visit will commence from Sector-VI ITA office at 12:00 Hrs on 18/09/2023 (Monday). Interested bidders are requested to be present at the Office of the Superintending Engineer, Sector-VI ITA at Nabadiganta Bhawan, Sector-V, 3rd Floor, Kolkata – 700091 within 11:45 Hrs. The bidders are also requested to arrange their own transportation mechanism at their own cost.

### 13. Pre Bid Queries:

The intending bidders has to submit their queries in online through the specified e-mail ID ([secviita@gmail.com](mailto:secviita@gmail.com)) to the Tender Inviting Authority before date of Submission of Pre Bid-Queries meeting





## NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING

and which will be held at Nabadiganta Bhavan, 4<sup>th</sup> Floor in the office of the CHIEF ENGINEER (Sector-VI ITA), GN-20, Street No-21, Sector-V, Kolkata- 700 091.

### Additional Terms & Conditions

1. The Superintending Engineer (TIA) concerned will be the Authorized Officer in respect of the contract and all correspondence concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the TIA. The Executive Engineer concerned will be 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 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, the decision of Engineer-in-Charge shall be final and binding.
2. The acceptance of the tender will rest with the Tender Accepting Authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
3. There shall be no provision for arbitration.
4. The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970(b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
5. Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
6. 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.
7. Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the bidder. Original challans of those materials, which are procured by the bidder, may be asked to be submitted for verification.
8. No mobilization / secured advance will be allowed unless specified otherwise.
9. No Adjustment of Price or Price Escalation of the tendered amount of any kind will be allowed.
10. Income Tax, GST and other Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
11. All working tools and plants, scaffolding, construction of vats & platforms will have to be arranged by the contractor at his own cost.
12. The contractor shall 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.
13. The contractor should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site work, availability of drinking water and other human requirements and security etc. The Engineer-in-Charge may order the contractor to suspend any work that may be subjected to damage by climate conditions. No claim will be entertained on this account. The contractor will not be entitled to any claim or extra rate on any accounts.
14. 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.
15. The work will have to be completed within the time mentioned in the tender notice. A suitable work program 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 Govt. papers etc.
16. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
17. 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 made by the contractor at his own costs while operating a public thoroughfare.





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

18. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Department Rules & Orders circulated from time to time.
19. The contractor will have to accept the work program and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and / or vulnerable items be completed before the date needed by the Department due to impending monsoon or rise of water level or for other reasons.
20. 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 of any item beyond 10% or supplementary tender item of works, approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority, before making payment.
21. Any materials brought to site by contractor must be 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 24 hrs. 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 concerned Engineer –in Charge in conformity with the progress of the work. For special type of materials, 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 is final and binding.
22. All cement, steel, pipe, specials, bends, fittings, valves, pumps, plant & machineries must be purchased from reputed authorized manufactures and dealers as per Vendor's List having BIS certification after due approval from the concerned Superintending Engineer/ Executive Engineer.
23. The necessary testing of concrete, M.S. Plate or structural members, Pipes, Reinforcement or other materials have to be done from KMDA laboratory, National Test House, reputed institution such as Jadavpur University or IEST or a NABL accredited laboratory as per decision & direction of the Engineer-in-Charge.
24. Corrigendum, if any, will be published in website only.

*amrta* 12/09/2023

**Superintending Engineer (Civil)**  
**Sector-VI Industrial Township Authority**  
Superintending Engineer  
Sector – VI  
Industrial Township Authority  
Dated : 12/09/2023

Memo No: 521/ SE(C) /Sec-VI/ITA/NIT(AMRUT2.0)/ 2023-24

Copy forwarded for information to:

Copy forwarded for information to:

1. The State Mission Director, AMRUT, West Bengal.
2. The Director of Local Bodies, Govt. of West Bengal
3. The Chief Executive Officer, Sector-VI Industrial Township Authority
4. The Chief Engineer, Sector-VI Industrial Township Authority
5. The Joint Secretary IT Cell UD & MA GoWB with the request to upload the same in departmental Website.
6. The Chief Engineer, E&M Sector, KMDA
7. The Chief Engineer, Water Supply Wing, W&S Sector-KMDA
8. The Superintending Engineer (Civil), Sector-VI Industrial Township Authority
9. The Superintending Engineer, (E/M) Sector-VI Industrial Township Authority
10. The Finance Officer, Sector-VI Industrial Township Authority
11. The Executive Engineer, Sector-VI Industrial Township Authority
12. Notice Board, Sector-VI Industrial Township Authority
13. Publication in daily newspapers





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

*12/09/2023*

**Superintending Engineer (Civil)**  
**Sector-VI Industrial Township Authority**  
Superintending Engineer  
Sector - VI  
Industrial Township Authority

**FORMAT - I**  
**APPLICATION FOR TENDER**

**To**  
**The Superintending Engineer**  
**Sector-VI Industrial Township Authority**

**Tender No. ....**

**Serial No. of Work applied for : .....**

**Amount put to tender: .....**

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/We hereby like to state that I/we willfully accept all your conditions and offer to execute the works as per Tender no and Serial no. stand above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022\_\_

Full name of applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Duly authorized to sign bids  
For & on behalf of (Name of Firm): \_\_\_\_\_  
(In block capitals or typed)

Office address:

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





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

Mobile No. \_\_\_\_\_

Fax No. \_\_\_\_\_

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

**Affidavit Format - IV**

One Affidavit before Notary will have to be submitted mentioning the correctness of the documents and Declaration of penalty, debarment etc. faced by the declarant under any Govt / Semi- Govt / Autonomous body / Institution / local body in hard copy along with serial no (d ) above within stipulated date & time.

**Points/Declaration to be furnished in the AFFIDAVIT**

- i) I (Name), Son of (Father's Name), residing at (Residential Address) having office at
- ii) (Business Address) do hereby solemnly affirm and declare as follows :
- iii) Partnership Details:
- iv) Reference NIT No, Sl. No.
- v) All Documents submitted by me are genuine, authentic, true and valid.
- vi) All information furnished are true to the best of my knowledge & behalf. Department has got full right to cancel the same with penal measure, if any, in case any of the statements is proved to be false.
- vii) Neither any penalty or debarment was made against me nor against the firm in any way at any Govt./Autonomous Body /Institution as on the date of submission of bid."
  - a) If the Suspension/Debarment Order is issued prior to the date of issue of " Letter of Acceptance", "Letter of Acceptance cum work order" , "work order" , Notice to Proceed", "Award of Contract", etc for any bid, the suspended/debarred bidder shall not be qualified for award for the said bid and such procurement process will be dealt with as per existing norms by simply excluding the erring bidder.
  - b) If the suspension / Debarment Order is issued after award of a Government project/ contract to the debarred bidder, the awarded project/contract shall not be prejudiced by the said order provided that the said offense (s) committed by the debarred bidder is not connected with the awarded project/contract.
- viii) That I am a citizen of India.





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

All above statements are true to the best of my Knowledge and belief.

**FORMAT - II**

**Sample Undertaking for non-deviation from tender document format**

"Undertaking for non-deviation from tender document (Technical & Financial)

It is certified that our offer is strictly based on stipulations made in the tender document (Technical & Financial) and as per subsequent clarifications, if any, to be made by Sector-VI ITA from time to time. Even then, if there is any deviation in our offer from the tender document (Technical & Financial) and also deviations from the subsequent clarifications to be made by Sector-VI ITA, if is confirmed that, all deviations as mentioned above are hereby withdrawn and stands cancelled. It is certified that the incorporation of above certificates will have no financial implications on the price bid (Financial Bid) to be certified by the Respective Tenderer."

**Sample Bank Solvency Format - III**

**TO WHOM IT MAY CONCERN**

On the basis of the records of firm available with us, certified that M/s. ....  
..... is one of our constituents and that they  
are solvent to the tune of Rs.....

This certificate is issued without any risk and responsibility on the part of the bank or any of its Officials.

MANAGER

Date \_\_\_\_\_





**ANNEXURE-A**  
**FORM OF LETTER OF INTENT BY JV PARTNERS TO  
ENTER INTO JV AGREEMENT**

(On Non-judicial Stamp Paper of Appropriate value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint venture )

THIS LETTER OF INTENT signed on this..... day of..... Two Thousand and .....by..... a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s ..... a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s. .... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" (in case of award) against the work for the " ..... of Complete Works associated with .....(hereinafter called the "SECTOR-VI ITA").

WHEREAS the Party No.1, Party No.2 and Party No.3 intend to enter into a Joint venture Agreement AND WHEREAS SECTOR-VI ITA invited bids as per the above mentioned Specification to the work " ..... " stipulated in the bidding documents.

AND WHEREAS ITB and Eligibility Criteria of the bidding documents, inter-alia, stipulates that two or more qualified partners, meeting the requirements of 'Eligibility Requirement of the Bidder', as applicable may bid, provided, they submit a Letter of Intent to enter into Joint venture Agreement and the Joint venture Partners fulfill all other requirements under ITB 'Eligibility Criteria of the NIT' and in such a case, the Letter of Bid (Bid Form) shall be signed by the Partner - In Charge so as to legally bind all the Partners of the Joint venture, who will be jointly and severally liable to perform the Contract by entering into Joint venture Agreement as per proforma submitted with the Bid which will be legally binding on all partners and all obligations hereunder.

AND WHEREAS the bid is being submitted to SECTOR-VI ITA vide proposal No.....dated..... by Party No.1 based on this letter of Intent between all the parties; under these presents and the bid has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreement all the parties of this letter of Intent do hereby declare and undertake:





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

1. In requirement of the award of the Contract by SECTOR-VI ITA to the Joint venture Partners, we, the Parties do here by undertake that M/s..... **the PartyNo.1, shall act as lead Partner commits to hold a minimum stake equal to \_\_\_\_\_ % (Percentage)** of the JV at all times during the contract period and further declare and confirm that we the parties to the Joint venture shall jointly and severally be bound unto SECTOR-VI ITA for the successful performance of the Contract and shall be fully responsible for the work .....” of Complete Works accordance with the Contract for which we shall enter into Joint venture Agreement as per proforma submitted with the Bid which will be legally binding on all partners:

2. If the Contract is awarded to Joint venture then in case of any breach or de fault of the said Contract by any of the parties to the Joint venture , the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if SECTOR-VI ITA suffers any loss or damage on account of any breach in the Contract or any short fall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to SECTOR-VI ITA, on its demand without any demur. It shall not be necessary or obligatory for SECTOR-VI ITA to proceed against lead Partner to the represents before proceeding against or dealing with the other Party(s), SECTOR-VI ITA can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to SECTOR-VI ITA.

4. The financial liability of the Parties of the Deed of Undertaking to SECTOR-VI ITA in the event of award of Contract on the Joint venture , with respect to any of the claims arising out of the performance or non-performance of the obligations set for thin the Deed of Undertaking, read in conjunction with their relevant conditions of the Contract shall, however not be limited in anyway so as to restrictor limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.

That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Member	Role (Lead Member or Member)	Percentage Share in JV	Responsibilities

5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix I (to be suitably appended by the Parties along with this Letter of Intent in its bid and submitted along with the bid). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint venture and several responsibilities of the Parties under the Contract in the even to forward on Joint venture .

6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint venture for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint venture , other than the express provisions of the Contract.

7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint venture Agreement as per proforma submitted with the Bid which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of SECTOR-VI ITA in the currency/currencies of the Contract.

9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent have through their authorized representatives executed these presents and affixed Common Seal so their companies, on the day,





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

month and year first mentioned above.

For Lead Partner (PartyNo.-1) For and on  
behalf of M/s

Common Seal of ..... has  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....

Name.....

Designation .....

Signature.....

Signature of the authorized representative)

WITNESS:

I.....

II.....

Common Seal of ..... has  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....

Name.....

For Party No.-2 For and on behalf of M/s

Designation .....

Signature.....

Signature of the authorized representative)

WITNESS:

I.....

II.....

Common Seal of ..... has  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....

Name.....

For Party No.-3 For and on behalf of M/s

Designation .....

Signature.....

Signature of the authorized representative)

WITNESS:

I.....

II.....





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

(\* This is a specimen sample format is provided only for guideline of the bidders and the /Joint Venture is at liberty to furnish this affidavit in any legally valid format in India for Works contract)

**Annexure -B**

**FORM OF POWER OF ATTORNEY FOR JOINT VENTURE**

(On Non-judicial Stamp Paper of Appropriate value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint venture )

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder.....have formed a Joint venture under the laws of .....(\*)/ in to form a Joint venture (\*) [(\*) delete whichever is not applicable] and having our Registered Office(s) / Head Office(s) at.....(hereinafter called the 'Joint venture ' which expression shall unless repugnant to the content or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner incharge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of.....and having its Registered / Head Office at.....as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint venture in regard to work for the bids for which have been invited by.....(hereinafter called 'SECTOR-VI ITA') to undertake the following acts:

- i) To sign and submit proposal and participate in the aforesaid Bid Specification of SECTOR-VI ITA on behalf of the "Joint venture ".
- ii) To do any other act or submit any document related to the above.
- iii) To receive, accept and execute the Contract for and on behalf of the "Joint venture ".

For the above purpose, the person(s) authorized by the Partner In-charge shall be the person(s) authorized to act on behalf of the "Joint venture " as per the Power of Attorney given to him / her / them by the Partner In-Charge,

It is clearly understood that all the partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to fault by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Design Build as well as the Defect liability Period (DLP) in terms of the Contract.

The Joint venture hereby agrees and undertakes to ratify and confirm all the what so ever the said Attorney / Authorized Representatives / Partner in-charge quotes in the bid and signs the Contract with SECTOR-VI ITA and / or proposes to act on behalf of the Joint venture by virtue of this Power of Attorney and the same shall bind the Joint venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint venture as aforesaid have executed these presents on this .....day of.....under the Common Seal(s) of their Companies.

For and on behalf of the  
Partners of Joint venture

The Common Seal of the above Partners of the Joint venture :

The Common Seal has been affixed thereunto in the presence of: WITNESS

1. Signature.....  
Name..... Designation.....  
Occupation.....

2. Signature.....  
Name.....  
Designation..... Occupation.....





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

(\* This is a specimen sample format is provided only for guideline of the bidders and the /Joint Venture is at liberty to furnish this affidavit in any legally valid format in India for Works contract)

**Annexure-C**

**FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS**

(On Non-Judicial Stamp Paper of Appropriate Value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint venture )

THIS JOINT DEED OF UNDERTAKING executed on this .....day of .....Two Thousand and .....by ..... a company incorporated under the laws of ..... and having its Registered Office at..... (hereinafter called the "Party No. 1. which expression shall include its successors, executors and permitted assigns) and M/s ..... a company in corporate under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No. 2" which expression shall include its successors, executor sand permitted assigns) and M/s.....a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No. 3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering in to a contract [hereinafter called the "Contract" (in case of award) against the work to ".....", associated with .....(hereinafter called the "SECTOR-VI ITA").

WHERE AS the Party No. 1, Party No. 2 and Party No. 3 have entered in to an Agreement dated.....

AND WHERE AS SECTOR-VI ITA invited bids as per the above mentioned Specification to the work "....."as stipulated in the bidding documents.

AND WHEREAS ITB and Eligibility Criteria of the bidding documents, inter-alia, stipulates that two or more qualified partners, meeting the requirements of 'Eligibility Requirement of the Bidder', as applicable may bid, provided, they submit a Letter of Intent to enter into Joint venture Agreement and the Joint venture Partners fulfill all other requirements under ITB 'Eligibility Criteria of the NIT' and in such a case, the Letter of Bid (Bid Form) shall be signed by the Partner - In Charge so as to legally bind all the Partners of the Joint venture , who will be jointly and severally liable to perform the Contract by entering into Joint venture Agreement as per proforma submitted with the Bid which will be legally binding on all partners and all obligations hereunder.

AND WHEREAS the bid is being submitted to SECTOR-VI ITA vide proposal No.....dated..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of the NIT and Tender Documents and all Corrigendum Notices, has been signed by the Partner In-charge/Lead Partner.





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by SECTOR-VI ITA to the Joint venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint venture shall jointly and severally be bound unto SECTOR-VI ITA for the successful performance of the Contract and shall be fully responsible for the work  
".....  
.....  
....."Works in accordance with the Contract.

2. In case of any breach or default of the said Contract by any of the parties to the Joint venture , the parties do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if SECTOR-VI ITA suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to SECTOR-VI ITA, on its demand without any demur. It shall not be necessary or obligatory for SECTOR-VI ITA to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), SECTOR-VI ITA can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to SECTOR-VI ITA.

4. The financial liability of the Parties of this Deed of Undertaking to SECTOR-VI ITA, with respect to any of the claims arising out of the performance or nonperformance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix-I (to be suitably appended by the Parties along with this undertaking in its bid). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint venture for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint venture , other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance guarantee from a bank in favour of SECTOR-VI ITA in the currency / currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall for main integral part of the bid and shall continue to be forceable till SECTOR-VI ITA discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHERE OF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.





**NOTICE INVITING TENDER AND CONDITIONS & REQUIREMENTS FOR TENDERING**

Common Seal of ..... has  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....  
Name.....  
Designation .....  
Signature.....

For Lead Partner (PartyNo.-1) For and on behalf of  
M/s

Signature of the authorized representative)  
For Party No. - 2  
For and on behalf of M/s.....

**WITNESS:**

I.....  
II.....

Common Seal of ..... has  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....

For Party No.-2 For and on behalf of M/s

Name.....  
Designation .....  
Signature.....

Signature of the authorized representative)

**WITNESS:**

I.....  
II.....

Common Seal of ..... has  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....  
Name.....

For Party No.-3 For and on behalf of M/s

Designation .....  
Signature.....

Signature of the authorized representative)

**WITNESS:**

I.....  
II.....

(\* This is a specimen sample format is provided only for guideline of the bidders and the /Joint Venture is at liberty to furnish this affidavit in any legally valid format in India for Works contract)

