



सत्यमेव जयते

GOVERNMENT OF WEST BENGAL  
OFFICE OF THE EXECUTIVE ENGINEER  
EAST MIDNAPORE DIVISION  
MUNICIPAL ENGINEERING DIRECTORATE,  
DEPARTMENT OF URBAN DEVELOPMENT & MUNICIPAL AFFAIRS  
Tamluk , Purba Medinipur



**Construction of approach road for proposed 17.20 MLD capacity Water Treatment Plant along with Sal bullah pilling including land filling work at D.C. Sankarara within Tamralipta Municipality under AMRUT 2.0.**

**SAVE WATER, EVERY DROP COUNTS**

Construction of approach road for proposed 17.20 MLD capacity Water Treatment Plant along with Sal bullah pilling including land filling work at D.C. Sankarara within Tamralipta Municipality under AMRUT 2.0.

## **INDEX**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Page No.</b>	
1	Brief Tender Notice	4 to	4
2	Detailed Tender Notice	5 to	22
3	General conditions & Others condition of the Contract.	23 to	41
4	Annexure, Format, Forms	42 to	52
5	WBF 2911 (Enclosed)		
6	BOQ (XLS) (Enclosed)		

# Brief Tender Notice (For News Paper Publication)



## NOTICE INVITING e-TENDER

The Executive Engineer, East Midnapore Division, M.E Dte., on behalf of the Hon'ble Governor of W.B. invites

**e-NIT vide Ref No.: :WBMAD/EE(EM)/NIeT-12/23-24**

**Name of work :**

Construction of approach road for proposed 17.20 MLD capacity Water Treatment Plant along with Sal bullah pilling including land filling work at D.C. Sankarara within Tamralipta Municipality under AMRUT 2.0

The tender ID is .....& Bid Submission End Date:-.....

Details available in website- [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

Sd/-  
EXECUTIVE ENGINEER,  
EAST MIDNAPOR DIVISION, M.E.

# Detailed Tender Notice



सत्यमेव जयते

GOVERNMENT OF WEST BENGAL  
OFFICE OF THE EXECUTIVE ENGINEER  
EAST MIDNAPORE DIVISION  
MUNICIPAL ENGINEERING DIRECTORATE,  
DEPARTMENT OF URBAN DEVELOPMENT & MUNICIPAL AFFAIRS  
Tamluk , Purba Medinipur

Memo No. MED/MID(E)/ 758 / T.M / AMRUT 2.0 -1 / 2022

Dated:- 01/03/2024

**NOTICE INVITING e-TENDER**

**N.I.e.T NO: WBMAD/EE(EM)/NleT-12 /23-24**

The Executive Engineer, East Midnapore Division, Municipal Engineering Directorate, Department of Urban Development & Municipal Affairs, Government of West Bengal on behalf of the Hon'ble Governor of West Bengal invites e-Tender from bonafide and resourceful contractors /Companies /firms /Public Sector Undertakings /Government Companies having experience in Govt .Departments for execution of similar nature of works for the work as given in the table below(Submission of both technical and price Bid through online) under **AMRUT 2.0**

**Annexure-A**

Sl. NO.	Name of the Works	Estimated Amount put to Tender	Earnest Money	Period of Completion	Defect Liability Period	Eligibility of Contractor
1	Construction of approach road for proposed 17.20 MLD capacity Water Treatment Plant along with Sal bullah pilling including land filling work at D.C. Sankarara within Tamralipta Municipality under AMRUT 2.0	Rs. 11,45,418.03	Rs.22908.00	04(Four) months from the date of issuance of work order	03 (three) years from the actual date of completion of the work	Eligibility criteria of the participating bidders mentioned in pt. no.5

In the event of e-filling, intending bidder may download the tender documents consisting of this N.I.T. Instruction to bidder(section-A),different forms & affidavits (Section-B),Schedule of works (BOQ), Form-'2911'and Corrigenda &Addenda (if any)from the website<http://wbtenders.gov.in> directly with the help of digital signature certificate. Necessary cost of earnest money may be remitted through online by net Banking through ICICI Bank Payment Gateway issued in favour of "The Executive Engineer, East Midnapore Division,,

M.E.Dte.”, payable at Tamluk and also to be documented through e-filing the original online by net banking against Earnest Money Deposit (EMD). Intending bidder will not have to pay the cost of tender documents for the purpose of participating in e-tendering as per notification no.199-CRC/2M-10/2012, dated 21.12.2012 of the Secretary, Public Works Department, CRC Branch, Government of West Bengal. However, the successful L1 (Lowest) bidder will have to pay the cost of Tender Documents of 2 (two) sets @ price mentioned in the list prescribed in Notification no. 452-A/PW/O/10C-35/10, dated 26.07.2011 of Secretary, Public Works Department (Accounts Branch), Government of West Bengal.

1. Submission/ download of Quotation Papers will be available from website:-<http://etender.wb.nic.in> or <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC). Bidder desirous of taking part in a tender shall login to the e-Procurement Portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and Password and thereafter may download the tender document consisting of this N.I.T., Instruction to Bidders (Section – A), different Forms & Affidavits (Section - B)& Schedule of Works (BOQ), W.B. Form No. 2911(ii) and Addenda & Corrigenda (if any) from the website directly with the help of Digital Signature Certificate.

2. Both Technical Bid & Financial Bid are to be submitted concurrently duly digitally signed in the Website <http://wbtenders.gov.in>

## 2. Scope of the Work:-

- (i) Filling work with fly ash / Pond ash available from coal or lignite burning Thermal Plants as waste material.
- (ii) Supplying and driving Sal-bullah piles by monkey in sorts of soil.
- (iii) Water Bound Macadam Sub Base by consolidating Jhama metal / Laterite chelly or stone metal / shingles of specific size in hard crust to requisite thickness (measured after compaction) in layers followed by granular sub-base by providing graded material, mixing by mix in place method with Rotavator at OMC.
- (iv) Supplying and Laying in the specified pattern of Interlocking Concrete Block Pavements (ICBP) as per specification.
- (v) All necessary test certificates of supplied materials should be submitted as per direction of E.I.C. if asked.

#### 4. Earnest Money:-

For participating in the tender, the tenderer shall have to pay the Earnest Money as specified in this NleT shall be paid by online Internet Bank transfer or NEFT or RTGS (as per GO No. 3975-F (Y) dated 28.07.2016 of Finance Deptt., Govt. of West Bengal. Every such transfer shall be done on or after the date of publish of NleT. Any bid without such transfer of Earnest Money shall be treated as informal & shall be automatically cancelled. Online transfer of Earnest Money receipt has to be uploaded as statutory document (Scanned Copy). Please refer Memo No 3975-F(Y) dated 28.07.2016 of the Finance Department, Govt. of West Bengal. Deposit shall accompany with Bid Proposal, in the form of The Earnest Money, as specified in this N.I.e.(T). Tender will be declared informal if earnest money receipt is not submitted and uploaded with bid document. (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Deptt., Govt. of West Bengal). Every such Transfer shall be done on or after the date of publish of N.I.e.(T) Any Bid without such Transfer of EM shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as statutory document.

**The amount will be converted into security deposit of L1 bidder.**

#### 5. Eligibility criteria for participation in Tender:-

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value 40% of Estimated amount put to tender ( given in Respective Column of Annexure-A) during 5(five) years prior to the date of issue of the tender notice.
- ii) Intending tenderers should produce credentials of a 2 Nos similar nature of completed work each of the minimum value 30% of Estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice.
- iii) Intending tenderers should produce credentials of one single running work similar nature which has been completed to the extent of 80% or more and the value of which is not less than the desired value of (i) above, in any State / Central Government, State / Central Government undertaking, Statutory / autonomous bodies constituted under the Central / State Statue etc.

***N.B.: Estimated amount, Date of completion of project and detail communicational address of client must be indicated in the Credential Certificate.***

IV) In case of running works, only those tenderers who will submit the certificate of satisfactory running



work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency i.e. the tenderer.

**N.B. :- 1) Completion certificate or certificate of running work, obtained from the Engineer-in-Charge should contain a) Name of work, (b) Name and address of Client, (c) Amount put to tender (d) Date of commencement of work (e) Date of completion of work (for completed work only) (f) Final bill value for completed work/ upto date work value for running work. g) Tender No. with Id h) Work order No. (i) BOQ**

Credential certificate issued by the Executive Engineer or equivalent competent authority a State / Central Government, State / Central Government undertaking, Statutory / autonomous bodies constituted under the Central / State Statute, on the executed value of completed / running work will be taken as credential.

**Note:**

**a) Only works of nature depicted above completed successfully/running satisfactorily will be treated as credential.**

**b) Payment certificate will not be treated as Credential (Vide Ref No- 04A/PW/O/10C-02/14 Dated 18.03.2015)**

VI). Income Tax Return Receipt for the Latest Assessment year, copy of up-to-date P.T. Deposited Challan, GST Registration Certificate, up to date GST clearance Certificates, up to date P. Tax clearance Certificates, PAN Card etc. are to be accompanied with the Technical Bid Documents. **[Non-statutory documents].**

IX). Register partnership deed for partnership firm is to be submitted. The company shall furnish the Article of Association and Memorandum. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners or such firm to upload such tender.

**[Non-statutory documents]**

X).Registered Unemployed Engineers’ Co-operative Societies / Unemployed Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Certificate of Registration and Valid Clearance Certificate from A.R.C.S. Valid Professional Tax Deposit Challan, PAN Card, Valid 15-digit Goods & Service Tax Payer Identification Number (GSTIN) under GST Act, 2017 with relevant document with up-to-date return along with other relevant supporting papers.

xi. Joint Ventures will not be allowed.

xii . A prospective tenderer shall be allowed to participate in a particular job either in the capacity of Individual or as a partner of a firm. If found to have an applied severally in a single job, all his applications will be rejected for that job without assigning any reason thereof.

**xiii) Declaration**

The bidder should not have a history of any penal measures taken by any authority/ client on any account against the organization / firm for any project of similar nature or any other project executed during the last 3 (three) years. A declaration to this effect will have to be submitted by the bidder in A4 the form of Affidavit in non-judicial stamp paper duly certified by 1st class Judicial Magistrate/ Notary.

**6. Date and Time Schedule :-**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>
a)	Date of uploading of NleT (online) (Publishing date)	01.03.24 from 6.00 PM onwards
b)	Document download start date (online)	02.03.2024 from 9.00 AM onwards
c)	Date of Pre Bid Meeting (offline) with the intending Bidders in the office of the Executive Engineer, East Midnapore Division, Municipal Engineering Directorate,	NA
d)	Both Technical and financial bid submission starting date (On line)	02.03.2024 from 9.00 AM onwards
e)	Last date of submission of queries (To be reached at EE (East Midnapore Division)	NA
f)	Document download closing date (online)	20.03.24 from 5.00 PM
g)	Both Technical and financial bid submission (on line) closing date	20.03.24 from 5.00 PM
h)	Date of opening of Technical Proposals(online)	22.03.24 at 5.00 PM
i)	Date of uploading of list of technically qualified bidders (online)	Will be informed later

j)	Date of opening of financial bid (online)	Will be informed later
k)	Date of uploading of list of bidders along with the rates through (online), also if necessary for further negotiation through (offline) for final rate.	Will be informed later

7. Constructional Labour welfare Cess @ 1% (one percent) of cost of construction will be deducted from every bill of the selected agency, Royalty & all other Statutory levy / Cess will have to be borne by the contractor & the rate in the schedule of rates inclusive of all the taxes & cess stated above.

8. Adjustment of Price (increase or decrease) Vide Notification No.23-CRC/2M-61/2008, Dated:13.03.2009 & Notification No. 38-CRC/2M-61/2008 Dated 20.04.2009 shall not be applicable. Since B.O.Q for the works under this NleT. The tenderer shall quote their rate (percentage above/below/at par) accordingly considering that no escalation and / or price adjustment will be allowed by the department there to under any circumstances.

9. No Mobilization Advance and Secured Advance will be allowed

10. Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work, shoring of materials, labour shed, laboratory etc at their own cost and responsibility nearest to the worksite.

11. All materials required for execution of work (as per BOQ) to be procured and supplied at site by the contractor at his/her/their own cost. Challan of procured material and test report, if required, may be produced by the agency if asked. Tests should be done by the agency from Govt. Lab/ Govt. Engineering College or NABL accredited laboratory at his/her/their own cost.

12. Validity of Bid  
A Bid submitted shall remain valid for a period of 120 calendar days from the date set for opening of Bids. Any extension of this validity period if required will be subject to concurrence of the Bidders.

13. Withdrawal of Bid  
A Bid once submitted shall not be withdrawn within the validity period. If any Bidder/Bidders withdraw his/their Bid(s) within the validity period then Earnest Money as deposited by him/them will be forfeited.

14. Acceptance of Bid
- The Executive Engineer, East Midnapore Division , will accept the Bid after due approval of Financial Evaluation sheet by State Level Technical committee of AMRUT . The committee does not bind itself to accept otherwise the lowest Bid and reserves to itself the right to reject any or all of the Bids received without assigning any reason thereof.
15. Intimation
- The successful Bidder will be notified in writing of the acceptance of his Bid. The Bidder then becomes the “Contractor” and he shall forthwith take steps to execute Formal Contract Agreement in appropriate Govt. Form with The Executive Engineer, East Midnapore Division and fulfill all his obligations as required by the Contract.
16. Escalation of Cost
- There will be no escalation in cost for materials or labour and the contract price mentioned in the contract stands valid till completion of the contract.
17. Name & address of Engineer-In-Charge (EIC) of the Work
- Executive Engineer, East Midnapore Division  
Municipal Engineering Directorate,  
Department Of UD & MA,  
Salgechhia, Nimtola More,  
Ward No.-17, Tamralipta Municipality,  
P.O.-Tamluk,  
Dist.-East Midnapore, Pin-721636  
West Bengal, .  
Phone: 8918928723  
E-mail ID – [medmideast@yahoo.com](mailto:medmideast@yahoo.com).
18. Execution of Work
- The Contractor is liable to execute the whole work as per direction and instruction of the Executive Engineer, East Midnapore Division of Municipal Engineering Directorate who is

the Engineer in Charge of the work .

19. Payment
- Payment will be made to the successful Bidder by the recommendation of the Executive Engineer, East Midnapore Division of Municipal Engineering Directorate. The payment will be made as and when fund is available from the concerned source. No claim whatsoever for delay in payment, if any, will be entertained. Retention money towards Security deposit will be deducted from the running account bill as per prevailing Govt. order. No interest will be paid on security deposit.
20. Minimum wages
- Minimum wages to the workers shall be paid according to the rates notified and / or revised by the State Government from time-to-time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
21. Constructional Labour Welfare CESS
- Constructional Labour Welfare CESS @ 1% (one percent) of cost of construction will be deducted from the bill(s) of the contractor(s) on all contracts awarded on or after 01/11/2006 in pursuance with G.O. no. 599A/4M-28/06 dated 27/09/2006. GST, Royalty & all other Statutory levy / CESS will have to be borne by the contractor & the schedule of rates are inclusive of all the taxes & CESS stated above as per rule.

**22. Influence:** Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render his Bid liable to rejection.

**23. DEFECT LIABILITY PERIOD & REFUND OF SECURITY DEPOSIT:**

Defect liability period Should be observed for 3 (three) Years from the date of completion. (As per Notification No. 5784-PW/L&A/2M-175/2017 dt. 12.09.2017 of Principal Secretary, PWD).

24. The tenderer's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting e-Tender, the cost of visiting the site shall be at the tenderer's own expense.

25. The intending tenderer shall clearly understand that whatever may be the outcome of the present invitation of Bids no cost of binding shall be reimbursable. The Executive Engineer, East Midnapore Division, reserves the right to Reject any application for purchasing Bid documents and to accept or reject any offer without assigning any

Reason whatsoever and is not liable for any cost that might have incurred by any tenderer at the stage of bidding.

25. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in Instructions to tenderer before bidding.

26. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered Irrevocable power of attorney is to be produced.

27. **CONDITIONAL & INCOMPLETE TENDER** will not be accepted under any circumstances. In the event of acceptance of lowest tendered rate, no multiple lowest rates will be considered by the department.

28 The Executive Engineer, East Midnapore Division reserves the right to cancel the NleT due to unavoidable circumstances and no claim in this respect will be entertained.

29. During scrutiny, if it is come to the notice to Tender Inviting Authority that the credential or any other papers found incorrect / manufactured / fabricated, that tender will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.

30. Before issuance of the work order, the Tender Inviting Authority may verify the credential & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the tenderer under any circumstances.

31. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in Later notification will supersede former one in following sequence:

i. Form-'2911'

ii. NleT

iii. Special terms &Condition

iv. Technical Bid

v. Financial Bid

32. The Tender Inviting & Accepting Authority will determine the eligibility of each tenderer, the tenderer shall have to meet all the minimum criteria regarding:

a. Financial Capacity.

b. Technical Capability comprising of personal & equipment capability.

c. Experience.

The eligibility of a tenderer will be ascertained on the basis of the documents in support of the minimum criteria as mentioned in (a), (b) & (c) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a tenderer is either manufactured or false, in such cases the eligibility of the tenderer/tender will be rejected at any stage without any prejudice.

33. This NleT shall form a part of the contract document. The successful tenderer on acceptance of his bid by the Accepting Authority sign the contract consisting of NleT .all tender documents forming part of the time of the Bid uploaded at the time of invitation of bid,the rates quoted online at the time of submission of bid and standard Form-'2911(II)' (Ref. Sl. No.A.9.-Section-A).

34. **Additional Performance Security @ 10%** of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimated amount put to tender and no increase in scope of work of projects during execution phase as per G.O. no- 4608-F(Y) Date.-

18.07.2018.Tenderinviting Authority may ask to submit justification of rate form any rate offered by the bidder on recommendation of Tender Committee (if required).

35.**Cost of Tender Documents:** The intending Bidders shall not have to pay the cost of tender documents for the purpose of participating in e-tendering vide Notification No. 199-CRC/2M-10/2012 dated 21/12/2012 of the Secretary, Public Works Department, Government of West Bengal. However, the successful bidder shall have to pay the cost of contract documents @ Rs. 1000.00 only per set at the time of formal agreement.

**NOTE :**

1. In case of Bundh /strike /holiday etc. falls on the schedule dates as mentioned above, the same will be treated next working day of the fixed dates and time as scheduled above only for Sl. No. B) v) to viii) of

Table-1.

2. Scrutiny of technical proposal and recommendation thereafter and processing of Comparative Statement for acceptance etc. will be made by the Municipal Engineering Directorate, Govt. of West Bengal under the Deptt. of Municipal affairs. Comparative Statement will be forwarded to the appropriate authority depending on the value of the work as applicable as per existing norms and guidelines under AMRUT 2.0 programme

3. All addendum and corrigendum, if published through <https://wbtenders.gov.in> in relation to this tender, will have to be considered as parts and parcel of this comprehensive tender document. Bidders have to follow all publications carefully and it will be the responsibility of the bidder to finalize their quoted Rate before the date of final submission.



## **.Submission of tenders:**

### General process of submission

Quotations are to be submitted online through the website, in two folders, at a time for each work, one is for Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in Table-1. Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).

### **a. Statutory Technical folder containing,**

- i) Application in letter headed pad duly signed in. Letter head should contain full address, telephone no. mobile no. & FAX, e-mail.
- ii) Notice Inviting e-Quotation.
- iii) B O Q /Price Schedule

### **Note:**

- i. Only downloaded copies of the documents are to be uploaded, virus scanned and digitally signed by the contractor.
- ii. If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
- iii. Tenders will be summarily rejected if any item in the statutory cover is missing.

### **b. Non-Statutory Technical cover containing,**

i. Up to date Professional Tax (PT) Clearance receipts, PAN Card & Income Tax Return receipts valid up to the date of opening of the tenders. Valid application for such clearance addressed to the competent authority may also be considered, if necessary.

ii. Provisional GST registration Certificate/GST registration certificate.

iii. iii Organizational Structure

iv. Experience Certificate.

**THE ABOVE STATED NON-STATUTORY TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the —My Documents list and then click the tab —Submit Non Statutory Documents to send the selected documents to Non Statutory folder. Next, click the tab —Click to Encrypt and upload and then click the —Technical Folder to upload the Technical Documents.

Sl. No	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES (ALL CERTIFICATE SHOULD BE UP TO DATE)	<ul style="list-style-type: none"> <li>• GST registration certificate</li> <li>• PAN Card</li> <li>• P Tax (CHALLN)</li> <li>• Income Tax Return receipts</li> <li>• Pre Qualification Application (Form I)</li> </ul>
B.	COMPANY DETAILS	COMPANY DETAILS	<ul style="list-style-type: none"> <li>• Proprietorship Firm (Trade License)</li> <li>• Partnership Firm (Partnership Deed, Trade License)</li> <li>• LTD. Company (Registration Certificate, Trade License)</li> <li>• Co-Operative Society (Society Registration Certificate) Bye Laws, up to date Audited Balance Sheet.</li> <li>• Power of Attorney (Registered)</li> </ul>
C.	CREDENTIAL	Credential	Completion Certificate/ certificate of running work for Similar Nature of Work Done (refer clause 6. A(b)).

**NOTE: FAILURE OF SUBMISSION OF ANY ONE OF THE ABOVE MENTIONED DOCUMENTS WILL RENDER THE QUOTATION LIABLE TO REJECT.**

**Financial Proposal** i) Financial proposal should contain the following documents in one folder i.e. Bill of quantities - (BOQ) the Tenderers is to quote the rate (for individual item separately) online. ii) Only downloaded copies of the above documents are to be uploaded virus scanned & digitally signed by the contractor

**Penalty for suppression / distortion of facts:** If any Tenderers fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Tenderers will be suspended from participating in the tenders on e-Tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides The Executive Engineer, East Midnapore Division, Municipal Engineering Directorate, may take appropriate legal action against such defaulting Tenderers. The authority may ask to show hard copies of all certificates, company details, partnership deeds etc. etc. as uploaded by the Tenderers and allied papers in connection with this tender as and when necessary for verification purpose as per convenience of the authority during processing of this tender.

**Rejection of Tender** The employer (Tender accepting authority) receives the right to accept or reject any Quotation and to cancel the quotation process and reject all quotations at any time prior to the award of contract without thereby incurring any liability to the affected Tenderers or any obligation to inform the affected Tenderers of the ground for employer's (Tender accepting authority) action.

#### **Refund of Security Deposit:**

No amount shall be refunded to the contractor for first 3 (three) years from the actual date of completion of the work;

30% (thirty percent) of the same shall be refunded to the contractor on expiry of 2 (two) years from the actual date of completion of the work;

The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 3 (three) years from the actual date of completion of the work.

#### **10. Bid Evaluation Committee (BEC):**

A Bid Evaluation Committee (BEC) has been constituted under the Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal.

1. Superintending Engineer (South Circle), MED- Chairman
2. Executive Engineer (East Midnapore Division), MED- Member.
3. Executive Engineer, (South Circle), MED - Member.
4. Assistant Engineer, East Midnapore Division, MED- Member
5. Divisional Accounts Officer / Divisional Accountant (East Midnapore Division) - Member.
6. Junior Engineer, East Midnapore Division, MED- Member.

The Bid Evaluation Committee will do the technical and financial evaluations of the bidders for different types of works and make recommendation to the tender accepting authority. The bidders will have to meet all the minimum criteria regarding:-

Financial Capacity

Technical Capability

Experience / Credential

The eligibility of a bidder will be ascertained on the basis of his digitally signed documents in support of the minimum criteria as mentioned in (a), (b), (c) above with the help of his DSC and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such case the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice and further penal action may be taken against him as per rule.

In case there is any objection regarding prequalifying an agency, that should be lodged to the Chairperson & Convenor of the Bid Evaluation Committee

### General notes:

1. In case office faces sudden closure owing to reason beyond the scope and control of The Executive Engineer, (East Midnapore Division)- Member, any of last date/dates as schedule in Sl. No 7 may be extended up-to/to next and following working day without issuing further separate notice.
2. Persons having authenticated and having registered Power of Attorney may be considered lawfully becoming to be acting on and for behalf of the Bidder.
3. Bid Acceptance Authority is The Executive Engineer, East Midnapore Division,.
4. In case of any dispute arising from any clauses of similar nature between bid documents, the decision of The Executive Engineer, East Midnapore Division, will be final and binding.
5. All usual deductions for taxes i.e. GST, IT, and Labour Welfare Cess etc. as applicable will be made from the bills from time to time
6. No joint venture in the form of M.O.U. or in any shape will be accepted at any stage of tendering.
7. The Bidder should also upload Place of Registration, Principal Place of Business & Power of attorney of signatory of tender.
8. Any legal matter will be settled within the jurisdiction of the Hon'ble District Judges' Court

at Tamluk, Dist.-Purba Medinipore, West Bengal.

9. Before issuance of the Acceptance / Work Order, the tender inviting authority may verify the credential & other documents of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest tender is either manufactured or false in that case, work order will not be issued in favour of the lowest bidder under any circumstances.

10. In case of tie bid, L1 bidder will be selected following the prescribed procedure mentioned in the Memorandum No.-2320-F(Y), Dated-7.6.2022 of the Principal Secretary, Finance Department, Govt. of W.B.

**Sd/-**  
**EXECUTIVE ENGINEER,**  
**EAST MIDNAPOR DIVISION, M.E.Dte.**

**Memo No. MED/MID(E)/ 758 (1-8) / T.M / AMRUT 2.0 -1 / 2022**

**Dated:- 01.03.2024**

Copy forwarded for information and with a request for wide publicity through the Notice Board to: -

1. The Chairman, Tamralipta Municipality, Purba Medinipur
2. The State Mission Director ,AMRUT, Subhanna, Saltlake
3. The Chief Engineer, South Zone, M. E. Dte. Bikash Bhavan, Salt Lake, Kol. – 700 091.
4. The Addl. Chief Engineer (South), M. E. Dte. Bikash Bhavan, Salt Lake, Kol. – 700 091.
5. The Superintending Engineer, South Circle, M.E.Dte.
6. The District Magistrate, Purba Medinipur.
7. Notice Board of this office.
8. Office File.

**Sd/-**  
**EXECUTIVE ENGINEER,**  
**EAST MIDNAPOR DIVISION, M.E.Dte.**

# INSTRUCTION TO BIDDERS/QUOTATIONERS

## SECTION – A

### 1. General guidance for e-tendering

Instructions/ Guidelines for bidders for electronic submission of the tenders have been annexed for assisting them to participate in e-tendering.

### 2. Registration of Bidder

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to <https://wbenders.gov.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

### 3. Digital Signature certificate (DSC)

Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the service provider of the National Information's Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Web Site stated in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.

The contractor can search and download NleT, tender Documents and Addenda & Corrigenda (if any) electronically from computer once he/she logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of tender Documents.

### 5. Submission of Tenders.

General process of submission:

Tenders are to be submitted through online to the website stated in Cl. A.1. in two folders at a time for each work, one in Technical Proposal and the other is Financial Proposal before the prescribed date and time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

#### A. Technical proposal

The Technical proposal should contain scanned copies of the following further two covers (folders).

##### A-1. Statutory Cover Containing

a) **Notice Inviting e-tender (NleT)**, all Corrigendum & Addendum should be properly downloaded & uploaded the same Digitally Signed.

b) **Prequalification & others documents**

(To be download, filled, scanned and upload the same digitally Signed in a single PDF file in sequence)

i. Prequalification Application (Section-B, Form – I).

ii. Earnest Money has to be deposited by the bidder through the following payment mode as per memorandum of the Finance Department vide No. 3975-F(Y) dated 28<sup>th</sup> July, 2016.

(a) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.

iii. Financial Statement (Section – B, Form – II).

iv. Affidavits (Ref:- format for affidavit shown in “X” and Declaration “Y” in Section B)

v. West Bengal Form No. 2911 & NleT with all agenda & corrigendum (download & upload the same digitally signed, quoting rate will only encrypted in the BOQ under

*Financial Bid. In case quoting any rate in West Bengal Tender Form No. 2911(ii) the tender liable to summarily rejected)*

c) In the event of e-Filing intending bidder may download the tender document from the website <http://wbtenders.gov.in> directly by the help of Digital Signature Certificate & necessary cost of tender document (if any) may be remitted online by net Banking through ICICI Bank Payment Gateway. Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed in the Website <http://etender.wb.nic.in>. Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per tender Schedule.

Financial Tender will be submitted duly digitally signed in the Website <https://wbtenders.gov.in> Tender document may be downloaded from website & submission of Financial part as per Tender Schedule.

The requisite cost of tender documents and Earnest Money, as specified in this NIT shall be paid online by net Banking through ICICI Bank Payment Gateway. If the status of deposition of earnest money is found unsuccessful, any such tender (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled.

#### **A-2. Non statutory Cover Containing**

- i. Professional Tax (PT) deposit receipt challan for the financial year 2023-24, PAN Card, valid 15-digit Goods and Service Tax Payer Identification Number (GSTIN) under GST Act. 2017 with relevant document(s) and any other(s) if applicable.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum
- iv. Registered Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS). Bye laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.-Opt.(S) if applicable.
- vi. Credential: Scanned copy of Original Credential Certificate as stated in NIT (under sl. no -5).

Note: - Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to be summarily rejected for both statutory and non statutory cover.

#### **Opening of Technical proposal:**

Technical proposals will be opened by the Executive Engineer, East Midnapore Division, Municipal Engineering Directorate, Government of West Bengal. Intending bidders may remain present if they so desire.

Cover (folder) statutory documents (vide Cl. No. 6.A-1) will be opened first & if found in order, cover (Folder) for non-statutory documents (vide Cl. No. – 6.A2) will be opened. If there is any deficiency in the statutory documents, the tender will summarily be rejected.

Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evaluation committee.

Pursuant to scrutiny & decision of the Bid Evaluation Committee, the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

While evaluation the committee may summon the bidders(s) & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING**

## MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents’ to send the selected documents to Non-Statutory folder.

Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ol style="list-style-type: none"><li>1. Valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act. 2017 with relevant document(s) and any other(s) if applicable.</li><li>2. PAN Card.</li><li>3. Valid P. Tax Deposit Challan.</li><li>4. Valid Trade Licence.</li></ol>
B.	Company Detail(s)	Company Detail	<ol style="list-style-type: none"><li>1. Proprietorship Firm (<i>Trade License</i>)</li><li>2. Partnership Firm (<i>Partnership Deed, Trade License</i>)</li><li>3. Ltd. Company (<i>Incorporation Certificate, Trade License</i>)</li><li>4. Co-Operative Society (<i>Society Registration Certificate Copy, Trade License</i>)</li><li>5. Registered Power of Attorney.</li></ol>
C.	Credential	Credential	Similar nature of work done and completion Certificate/certificate of running works with work order and Price Schedule or BOQ which is applicable for eligibility in this NIEt.
D.	Financial statement		



Sl. No.	Category Name	Sub-Category Description	Detail(s)
		Work in hand	1. Affidavits – X and Declaration – Y.
		Payment Certificate	Only Payment Certificate not the TDS Certificate. ( <i>Issued by an Officer not below the rank of EXECUTIVE Engineer or equivalent</i> ).

#### Tender Evaluation Committee (TEC)

Bid Evaluation Committee constituted under Superintending Engineer with reference to Order no. 45-W(C)/1M-23/15 dated 13/02/2015 of the Principal secretary to the Govt. of W.B., P.W.D.

#### Opening of Technical Proposal:

Technical proposals will be opened by the Executive Engineer, East Midnapore Division, M.E Directorate and his/her authorized representative electronically from the website using their Digital Signature Certificate (DSC).

#### Financial proposal

The financial proposal should contain the following documents in one cover (folder) i.e., Bill of Quantities (BOQ). The contractor is to quote the rate (*percentage Excess / Less / At par*) online through computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

Financial capacity of a bidder will be judged on the basis of net worth as mentioned in the NleT to be obtained from the information furnished in Form – II (Section–B), i.e., Financial Statement.

The Audited Balance Sheet for the last 5 (*five*) years, Net Worth etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing long term profitability including an estimated financial projection for the next 2 (*two*) years.

**Penalty for suppression / distortion of facts:**

Submission of false document, by bidder is strictly prohibited & if found the matter may be referred to the appropriate authority for prosecution as per relevant IT Act / other relevant Acts and further penal action may be taken against him as per rule.

**REJECTION OF BID**

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (tender accepting authority) action.

**AWARD OF CONTRACT**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Letter of Acceptance. Refusal to accept an award after issuance of "Letter of Acceptance" or refusal to enter into contract with the Government without justifiable cause will lead to forfeiture of EMD of the said bidder in favour of the Government and appropriate penal action as per rule / as stated elsewhere in this NleT will be taken against him.

All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost (Ref: of this N.I.T.) through Demand Draft / Pay Order /RTGS/NEFT issued from any nationalized / scheduled bank in favour of the Executive Engineer of the concerned work within time limit to be set in the letter of acceptance.

The Letter of Acceptance will constitute the formation of the Contract. Issuance of Letter of Acceptance / Work Order may be delayed due to non-receipt of clear site for the work and no claim, whatsoever, for delay in issuance of Letter of Acceptance / Work Order will be entertained.

The Agreement in West Bengal Form No. 2911 will incorporate all necessary documents e.g. NleT, all addenda & corrigendum, different filled-up forms (Section –B), BOQ, prevailing P.W. Directorate Schedule of Rates at the time of floating of NleT, and the same will be constituted between the Tender Accepting Authority and the successful Bidder.

## **Online receipt and refund of EMD of e-procurement through State Government e-procurement portal.**

### **Login by bidder:**

A bidder desirous of taking part in a tender invited by a State Government Office / PSU / Autonomous Body / Local Body / PRIs, etc. shall login to the e-procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password. He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by select from either of the following payments modes:

A. 11.0.1.1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.

A. 11.0.1.2. RTGS/NEFT in case of offline payment through bank account in any bank.

### **Payment procedure:**

#### **Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:**

A. 11.1.0.1. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

A. 11.1.0.2. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

A. 11.1.0.3. Bidder will receive a confirmation message regarding success/failure of the transaction.

A. 11.1.0.4. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government / PSU / Autonomous Body / Local Body / PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD / Tender Fees.

A. 11.1.0.5. If transaction is failure, the bidder will again try for payment by going bank to the first step.

#### **Payment through RTGS/NEFT:**

A. 11.1.1.1. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

A. 11.1.1.2. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

A. 11.1.1.3. Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

A. 11.1.1.4. If verification is successful, the Fund will get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for

collection of EMD.

- A. 11.1.1.5. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
- A. 11.1.1.6. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

### **Refund/Settlement Process:**

A. 11.1.3.1. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

A. 11.1.3.2. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T±2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.

A. 11.1.3.3. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will refund, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T±2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

A. 11.1.3.4. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his/her/their bank account from which he made the payment transaction. Such refund will take place within T±2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.

A. 11.1.3.5. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal.

EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.

In Such transfer will take place within T±1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

A. 11.1.3.6. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the e-Procurement portal for updation.

A. 11.1.3.7. Once the EMD of the L1 bidder is transferred in the manner mentioned

above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head “0070-60-800-013-27” through GRIPS for Government tenders.

A. 11.1.3.8. All refunds will be made mandatorily to the Bank A/c. from which the payment of EMD & Tender Fees (*if any*) were initiated.

**Refund/Settlement Process:**

A. 11.1.4.1. The ICICI Internet Banking will communicate to the State Government e-Procurement portal all details of the transactions on daily basis.

A. 11.1.4.2. The Tender inviting Authority of the Government Offices will be using their respective e-procurement User ID and Password to view the EMD and Tender Fees deposited by the bidders in the pooling accounts.

A. 11.1.4.3. The nodal officer of the Finance Department, Government of West Bengal will be able to view the Department-wise EMD and Tender Fees deposited by the bidders to the pooling accounts and fund transferred downstream at various stages of the tender process to the Government accounts and bidders’ accounts, as applicable by using user access as provided by NIC.

**7. REJECTION OF TENDER**

The Employer (tender accepting authority) reserves the right to accept or reject any tender and to cancel the tendering processes and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for Employer’s (tender accepting authority) action.

The bidder whose Tender has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance

The Letter of Acceptance will constitute the formation of the Contract.

The Agreement in Printed Tender Form will incorporate all necessary documents e.g. NlET, all addenda-corrigendum, different filled-up forms (Section –B), Price Schedule and the same will be executed between the Tender Accepting Authority and the successful bidder.

**Sd/-**  
**EXECUTIVE ENGINEER,**  
**EAST MIDNAPOR DIVISION, M.E.Dte.**

## GENERAL TERMS AND CONDITIONS OF CONTRACT

### 1. Definitions and Interpretations

The following words and expressions used in this Sections as also in the other Sections of these Bid documents shall, unless there is anything repugnant in the subject of context, have the meaning hereby assigned to them except where the contract otherwise refers.

i) **“Approved”** means approved in writing including subsequent written confirmation of any previous verbal approval and approval means approval in writing including as aforesaid.

ii) **“Contractor”** means the persons or person, firm or companies whose bid has been accepted and who have entered into the contract for the performance of the work.

iii) **“Contractor Equipment”** means all appliances and things of whatsoever nature (other than temporary works) required for execution and completion of works and remedying of any defects, therein. But does not include plant, materials or other things intended to form or forming part of the permanent works.

iv) **“Contract Price”** means the sum as stated in the letter of acceptance as payable to the Contractor for execution and completion of the work and fulfilment of all obligations as specified in the Contract document, subject to such addition thereto or deductions there from as may be made under the provisions of the contract documents.

v) **“Cost”** means all expenditure properly incurred or to be incurred whether on or of the site including overhead and other charges properly allocable there to but does not include any allowance for profit.

vi) **“Days”** are calendar days.

vii) **“Drawings”** means all drawings calculations and other technical information of like provided by the engineer to the contractor under contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of like nature submitted by the contractor and approved by the Engineer.

- viii) **“Employer”** means Municipal Authority / Municipal Engineering Directorate as the case may be.
- ix) **“EIC”** means the Engineer –in- Charge.
- x) **“Engineer in charge (EIC)”** the Executive Engineer, East Midnapore Division, M.E.Dte
- xi) **“Ground Level”** means the level of the referred point of exposed surface of the ground as indicated in the drawing.
- xii) **“Holiday”** means a public holiday for the purpose of section 25 of the Negotiable Instrument Act, 1881 or such other day on which the office remains closed for the day.
- xiii) **“Month”** means English calendar month.
- xiv) **“Site”** means the place provided by the Municipal Authority / MED where the works are executed and any other place as may be specially designated in the contract as forming part of the site.
- xv) **“Specification”** means specifications referred to in the Bid and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer-in-charge.
- xvi) **“Store”** means such storage areas including Godown.
- xvii) **“Temporary Works”** means all temporary works of any kind required in or about the execution, completion or maintenance of the work. Permanent works means the permanent to



be executed, maintained in accordance with the contract.

xviii) **“Quotation”** means the person or persons, firm or company submitting a quotation for the work contemplated either directly or through a duly authorized representative.

xix) **“Tests”** mean such as are prescribed by the specifications or considered necessary by the Engineer-in-Charge.

xx) **“Writing”** means any handwritten, typewritten, printed communication including telex, cable and facsimile transmission.

xxi) **“Supply”** supply at site within Municipal town of Tamluk, West Bengal.

xxii) **“Agency”** means the quotation whose rate shall be accepted and supply order issued.

xxiii) **“Authority”** mean The Chief Engineer /Superintending Engineer ,South Circle of Municipal Engineering Directorate as the case may be.

xxiv) **“Godown”** means delivery place of fittings materials with in Tamluk of West Bengal.

xxvi) **“Supplier/ supplier”** same as Agency

xxvii) **“Contractor”** same as Agency

xxviii) **“Quotationed”** same as Agency

xxix) **“Third party inspection”** means technical inspection through RITES/MECON/EIL/PDIL before supply to ensure the quality of supplied Pipes as per stipulated specification.

Sd/-  
EXECUTIVE ENGINEER,  
EAST MIDNAPORE DIVISION, M.E.Dte.

## GENERAL RULES AND DIRECTION FOR GUIDANCE OF TENDERERS/SUPPLIERS

### **1. Responsibility and Power of Engineer-in-charge and his representative**

2. The Engineer-in-Charge or his/her representative shall monitor the supply position. He/she shall have authority to stop the work whenever such stoppage may be necessary to ensure proper execution of the contract. He/she shall have authority to reject any materials supplied which do not conform to the contract documents. The Engineer-in-Charge or his/her representative shall have the power of inspection of all the materials supplied under this contract. In order that inspection services may be provided the contractor shall keep the Engineer-in-Charge or his/her representative posted regarding inspection & dispatch schedules. All supplied items in pursuance of the contract shall at all times be open to the inspection of Municipal Engineering Directorate and its representatives. The contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the contractor either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose.

**3. Disruption of Progress** The contractor shall give written notice to the Engineer-in-Charge, as the case may be regarding the delay in supply of items or unless any further approval or order including a direction, instruction or approval is issued by the Engineer-in-Charge, as the case may be within a reasonable time. The notice shall include details of the items that are to be supplied or order required and of why and by whom it is required.

**4. Contractors General Obligations and Responsibility** The contractor shall, subject to the provision of the contract, and with due care and diligence maintain the supply and provide all labour, including the supervision thereof, materials, and all other things, whether of a temporary

or permanent nature, required in and for such maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.

**5. Contractors to arrange all Labour : Materials : Tools & Plants**

Unless otherwise specifically provided for in the schedule of materials attached to the bid, all materials supplied shall be approved type and as per specifications and shall be procured, brought at site and stored by the contracting firm at his cost and risk. The rates quoted for the items shall be inclusive of all costs of materials, labour transportation, and storage. The rates shall also cover GST that are payable by the firm under the law of the land.

**6. Loss and Damage** Neither the authority nor the Engineer-in-Charge or his representative shall be answerable and accountable in any manner for any loss or damage that may happen to the supplied materials or other things used in the performing the supply work, or for injury to any person, either a workman or any member of the public, or for damage to any property for any cause which might have been provoked by the contractor. The contractor shall properly guard against all these injuries or damages to persons or property resulting from his operations under this contract at any time before issuance of the certificate of completion of supply. He shall indemnify and save harmless the authority from all suits or actions of every description brought for, on account of, any injury or damage received or sustained by any person or persons by reason of the material supply work, negligence in guarding the same, the use of improper materials or of any act of omission or deviation from the contract.

**7. Employer's right to terminate contract** If the contractor should be insolvent or bankrupt, (or in case the contractor is a company, it goes into voluntary or judicial liquidation) or he should make a general assignment for the benefit of his creditors or a receiver should be appointed on account of his insolvency, or he should persistently or repeatedly refuse or should fail, except in

cases for which extra of time is provided, to supply enough proper materials, in order to maintain progress according to the progress of supply work, or he should fail to make prompt payment to labour contractors if any, or for materials or labour, or he should positively by laws, ordinance or the instruction of the Engineer-in-Charge or otherwise be guilty, of a substantial violation of any provision of the contract after giving the contractor seven days written notice terminate the employment of the contractor.

**8. Supplementary Specification** Whenever reference is made in these documents to certain special specifications, the reference shall be construed to include all subsequent amendments, changes or additions that are published and in effect at the date of signing of this contract. The authority reserves the right to issue additional conditions, specification etc. if necessary which will be incorporated with bid documents already sold to bidders for the purpose of the work.

**9. Employer's right to split package**

The authority reserves the right to split the package and accept or reject any part of the offer from the scope of supply work without assigning any reason.

### **10. Payments and Certificates**

11. Payment for the supplies by the contractor will be based on measurements recorded at the site. The contractor or his/her /their authorized agent or representative shall be present at the time of recording of each set of measurements and sign the measurement book. If for any reason the contractor or his/her /their authorized agent is not available, and the work is suspended by the engineer-in-Charge to avoid recording of measurements during the absence of the contractor or his/her /their authorized representative, the authority shall not entertain any claim from the contractor for any loss incurred by him/her/them on this account. If the contractor or his his/her /their authorized agent or representative does not remain present at the time of such measurements after the contractor has been given a three day notice in writing, such measurements may be taken and shall be deemed to be accepted by the contractor.

### **12. Insurance of Works, etc.**

Without limiting his obligations and responsibilities, the contractor shall insure in the name of the Authority and the contractor against any loss or damage from whatever cause arising for which he is responsible under the terms of the contract and in such manner that the Authority and contractor are covered for the period of supply as well as during the period of maintenance for loss or damage arising from a cause, and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations as follows: The works for the time being executed to the estimated current contract value thereof together with the cost of materials supplied by the Authority free of cost. Such insurance as mentioned above shall be affected with an insurer and in terms approved by the Authority. The contractor shall bear the cost of all such insurance and whenever required, produce to the Engineer-in-Charge or his representative the policy or policies of insurance and the receipts for payment of the current premiums.

**13. Notification of Insurer** It shall be the duty of the contractor to notify the insurers under any of the insurances referred any matter or count which by the terms of such insurances are required to be notified and the contractor shall indemnify and keep indemnified the Authority against all losses, claims, demands, proceedings, costs charges and expenses whatsoever arising out of or resulting from any default by the contractor in complying with the requirements of this sub-clause whether as a result of the avoidance of such insurance or otherwise.

**14. All insurance at contractor's cost:** The insurances referred to in this bid document shall be entirely at the cost and expenses of the contractor.

**15. Remedy on contractor's failure to insure**

If the contractor shall fail to effect and keep in force the insurance referred to clauses hereto, or any other insurance which he may be required to effect under the terms of the contract, then and in any such case may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time and deduct double the amount so paid by the Municipal Authority as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

16. **Idle Labour** No claim for idle labour would be entertained under any circumstances.

17. **Inspection Facilities** The contractor shall provide necessary facilities for inspection of the supplied items for quality control by the Engineer and for the purpose of carrying his instructions as may be recorded in writing in site Order Book.

18. **Labour Act** The contractor should obtain the license under the provision of the contract labour (Regulation and Abolition) Act 1970 and contract labour (regulation and Abolition) general rules, 1971 including the provisions of amendments made there under of the same to the office of the Executive Engineer within seven days after formal agreement.

19. **Language for Correspondences** The bid and all correspondence and documents related to the bid exchanged by the bidder and Authority shall be written in English language. Supporting documents and printing literature furnished by bidder may be another language provided they are accompanied by an accurate translation of the relevant passages in English. For the interpretation of the bid, the English translation shall prevail.

20. **Contractor's Local Address** The contractor shall furnish the postal address of his site office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent or representative of site or sent by registered letter to the site office or to the address.

21. **Precedence of Contract Documents** If any stipulation indicated in any component of contract

documents be at variance in any respect with those in the other, the decision of the Executive Engineer will stand final and binding.

22. **Time of Completion** The entire work as per schedule and specification shall be completed within stipulated time from the date of issue of work order. Extension of time will not be granted except in very exceptional circumstances beyond the control. This clause of extension of time will have precedence over any other similar clauses if they are at variance with penalty for non-completion of the supply work in time as indicated elsewhere.

23. **Action for non-completion** Failure to comply with above conditions and specifications will result in the Authority taking action at the risk and cost of the contractor. Submission of the bid binds the contractor for complying with requirements of the above conditions and specifications without any extra payment on any account.

**24. There will be no provision of Arbitration.**

Clause 25 of West Bengal Form No. 2911 is modified vide notification no. 8182-F(Y) dated 26/09/2012 of Finance Department, Govt. of West Bengal, as follows:

“Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter; If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 (fifteen) days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. There upon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor’s letter

The Dispute Redressal Committee in each of the works Departments shall be constituted with the following officials as members:

1. Additional Chief Secretary / Principal Secretary / Secretary of the Department concerned.....Chairman
2. Engineer-in-Chief / Chief Engineer or any officer of equivalent rank of the Department..... Member
3. One Designated Chief Engineer / Engineer of the Department to be nominated by the Department concerned..... Member Secretary and Convenor
4. One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Adviser in case of the works Department where FA system has been introduced..... Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

## 25. Terms of Payment

Payment will be made subject to depends upon the availability of fund and no financial claim in case of any delay in payment will be entertained. Whereas after receiving the pipe materials as per stipulated terms and condition laid down in the agreement. Deduction will be made as per Govt. norms issued from the Finance Department, Govt. of West Bengal.

### a) Earnest Money, Security Deposit and other retention money

Description	Amount	State where amount payable/pledged to the Authority	Refund/Release
Earnest money	2% of estimated amount	As per N.I.(e)T	To the unsuccessful Bidder after award of contract (to the successful Bidder) without any interest. Earnest Money of the successful Bidder shall be converted into Security Deposit.
Security Deposit	8%	To be deducted from the Running Account Bills	30% of SD (total 10%) after 2 years of DLP and balance 70% after 3 years of DLP (without interest)
Cess for labor Welfare	1 % of Construction cost	To be deducted from the Running Account Bills	Deducted and send to Govt. of West Bengal, Labor Welfare Department.

b) All payments to the Contractor shall be subject to deduction of GST Income Tax and any other Tax as may



be prevalent at the time of payment. For each such deduction the Contractor will be furnished a Certificate to enable him to make requisite adjustment in his returns related to Income Tax/Sale Tax/Works Contract Tax or any other Tax as may be deducted. Contractors, while quoting, are to take into account all taxes, duties etc. as applicable and prevalent on the date of opening. If any other taxes or duties of statutory nature are imposed during the post-Bidding period, the said amount shall be reimbursed on production of documentary proof of payment. Similarly for reduction or withdrawal, a corresponding deduction shall be made. In both cases, the decision of the Employer shall be final as to the extent thereof.

- c) All payments to the Contractor shall be subject to all accounting and auditing provisions, procedures, rules, regulation, decrees, law etc. legislated, enacted or in force in India and as applicable to the State of West Bengal during the period of the Contract.

#### **26. Typographical Error**

Typographical errors deducted or pointed out are subject to corrections by the Quotation Inviting Authority. No benefit can be derived by any party on account of such error.

#### **27. Completion Certificate**

Engineer-in-Charge will issue certificate of completion of after the completion of work

Sd/-  
EXECUTIVE ENGINEER,  
EAST MIDNAPOR DIVISION, M.E.Dte.

**SECTION – B**  
**FORM –I**  
**PRE-QUALIFICATION APPLICATION**

To  
**The Executive Engineer**  
**East Midnapore Division , M.E.Dte**

Ref: -

Tender  
for \_\_\_\_\_

\_\_\_\_\_ (Name of work) \_\_\_\_\_

**N.I.eT.No.: WBMAD/EE(EM)/NleT-12/23-24**

Dear Sir,

Having examined the Statutory, Non statutory and NleT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of \_\_\_\_\_ In \_\_\_\_\_ the \_\_\_\_\_ capacity \_\_\_\_\_ duly authorized to submit

the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in tendering for the work(s) given in Enclosure to this letter.

We understand that:

(a) Tender Inviting and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract tender under this project.

(b) Tender Inviting and Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

**Encl:- e-Filling:-**

1. Statutory Documents
2. Non Statutory Documents

Date: -

**Signature of applicant including title**  
and capacity in which application is made.

**SECTION – B**  
**AFFIDAVIT – “X”**

(To be furnished in Non-Judicial Stamp Paper of appropriate value duly notarized)

1. I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted is proved to be false or concealed, the application may be rejected and no objection / claim will be raised by the undersigned.
2. The undersigned also hereby certifies that neither our firm.....nor any of its constituent partners have failed to executed more than one works contract under any directorate of Govt. of West Bengal and that neither our firm..... nor any of its constituent partners was terminated by any sub-rule under Clause 3 of Tender Form No. 2911 and that neither our firm ..... nor any of its constituent partners was terminated under any clause of Standard Bidding Documents by the Engineer-in-Charge / Employer during last 3 (three) years.
3. The undersigned would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department. Certified that I have applied in the tender vide **N.I.eT.No.: WBMAD/EE(EM)/NIEt-12 /23-24**, Executive Engineer, East Midnapore Division, Municipal Engineering Directorate, Government of West Bengal in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job and also not applied more than two works anywhere per set of required machineries.
5. The undersigned also hereby certifies that the Bid shall remain valid for a period not less than 120 (one hundred twenty) days, after the dead line date for Bid submission.
6. I / we do hereby certify that I shall bring all requisite technical personnel and /or plants/ testing machineries / equipment for all the items of works as per relevant IS / IRC codes of practice and as per BOQ and as per direction of the Engineer-in-Charge at the time of execution of work at site even if upon technical evaluation I am declared as “qualified” without having all the requisite technical personnel and /or plants/ testing machineries / equipment at the time of submission of tender.

Date:

Signature, name and designation of Authorised Signatory.

For and on behalf of

(Name of the Applicant)

**SECTION – B**

**AFFIDAVIT “Y”**

**Declaration of the Bidder**

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Appropriate Value And Duly Notarized)

I, ....., son of

.....

....., aged about ..... years by

occupation ..... do hereby solemnly affirm and confirm as follow:

1. That, I am the ..... Of  
..... have duly authorized by and competent to affirm this affidavit  
on behalf of the said bidder.

2. That, I have inspected the site of work covered under

**N.I.eT.No.: WBMAD/EE(EM)/NIeT-12/23-24** circulated through Office memo bearing No -----  
dated ----- and have made myself fully acquainted with the site conditions existing level/proposed level  
and local conditions in and around the site of work. I have also carefully and meticulously gone through  
the Quotation documents. Tender of the above named bidder is offered and submitted upon due  
consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid bidder, being  
lawfully and duly authorized, promise to tender by all the covenants, conditions and stipulations of the  
Contractual documents and to carry out, complete the works to the satisfaction of the Tender accepting  
Authority of the Work and tender by all instructions as may given by the Engineer in Charge of the work  
time to time. I also hereby undertake to tender by the provisions of Law including the provisions of  
Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, GST Act,  
Income Tax Act as would be applicable to the Contractor upon entering into formal Contract / agreement  
with the Quotation Inviting/Accepting authority.

3. That I declare that, no relevant information as required to be furnished by the tender has been  
suppressed in the tender documents.

4. That the statement above made by me is true to my knowledge.

Deponent

Solemnly affirmed by the said

.....

before me.

.....

(1st class Judicial Magistrate / Notary Public)

**SECTION - B**  
**FORM- III**  
**STRUCTURE AND ORGANISATION**

**A.1** Name of applicant :

**A.2** Office Address :

Telephone No. and Cell Phone No. :

Fax No. :

E mail :

**A.3** Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :

**Note:** Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

**Signature of applicant including title**  
and capacity in which application is made.

**SECTION -1**  
**CONDITIONS & REQUIREMENTS FOR BIDDING**

1. Submission of e-Bid document will not be allowed beyond the schedule time indicated in the e-Bidding.
2. Each Bidder shall upload his offer in envelopes (statutory and non-statutory)& .xls sheet after digitally signed super scribing the name of the work, name & address of the bidder, NIB No and date of submission of the e-Bid.
3. Each page of the e-Bid documents, drawing etc. has to be digitally signed / initiated by the authorized signatory.
4. No e-Bid proposal will be entertained without the earnest money being submitted as indicated in the NIB. No interest will be allowed for the said earnest money and the Bid issuing authority will hold the same till finalization of the e-Bid.
5. Any conditional e-Bid will be liable for rejection.
6. The Bid inviting Authority reserves the right to reserve or amend the e-Bid documents prior to the date notified for submission of the e-Bid or also to extend the time mentioned in the NIB under intimation to the Bidders.
7. e-Bid once offered cannot be withdrawn within a period of 120 calendar days from the date set for opening of e-Bids. Any extension of this validity period if required will be subject to concurrence of the Bidders.
8. Bidders would be at liberty to point out any ambiguities, contradictions, omissions, etc. seeking clarifications thereof or interpretation of any of the conditions of the e-Bid documents before the Bid Inviting Authority by uploading his/her doubt within a period of Forty eight hours before the date of Pre bid meeting as per schedule.
9. Written clarification or amendments etc. as may be issued by the Bid Inviting Authority in pursuance to the representation made by the intending Bidders under Clause 10 above shall be final and binding on the

Bidders and shall form a part of the e-Bid documents. Bid Inviting Authority however, reserves the right to have pre Bid conference with the intending Bidders if deemed necessary. Any point or irregularities or questions could not be raised after expiry of pre bid meeting.

10. Intending Bidders are required to inspect the site of the Project with particular reference to location and infrastructure facilities. They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices.

11. If expenses incurred for site inspection and all activities in the preparation and uploading of the e-Bid shall be borne by the Bidders.

12. Extra claim or any concession on the ground of insufficient data or information and absence of knowledge of conditions prevailing at the site or situation arising during the execution of the work shall not be entertained.

13. e-Bid, which have been considered valid on the result of general examination (Prequalification stage) at the time of opening, shall be subjected to subsequent detail scrutiny. Notwithstanding the general examination carried out earlier, the Bid Inviting authority reserves the right of rejection of any e-Bid, which may be found to be defective during the detail scrutiny.

14. Bidders before uploading the e-Bid documents shall have to ensure that “Declaration by the e-Bidder” in the pro-forma set out in the e-Bid documents is to be filed separately with the e-Bid documents in the form of Affidavit to be affirmed by the same person signing the Bid documents.

15. The Bid inviting authority reserves the right to accept or reject any or all of the e-Bid received or to split up the work in groups or to relax any clause without assigning any reason thereof.

16. This set of Bid documents consists of:

- a. Detail Notice inviting Bid.
- b. Declaration by the e-Bidder.
- c. Main Bid Documents consists of PART I & PART II (Technical) & financial(.xls format)
- d. Form no 2911.

**Sd/-**  
**EXECUTIVE ENGINEER,**  
**EAST MIDNAPOR DIVISION, M.E.Dte.**