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Govt. of West Bengal
Urban Development Department
Office of the Executive Engineer
Bidhannagar Municipal Services Division
Nirman Bhavan (First Floor)
Salt Lake City, Kolkata-700091

**NOTICE INVITING QUOTATION NO. 12 OF 2015-2016 OF EXECUTIVE ENGINEER, BIDHANNAGAR
MUNICIPAL SERVICES DIVISION.**

Separate sealed Quotation are invited for acceptance of the Special Engineer, Salt Lake Reclamation & Development Circle, Urban Development Department for and on behalf of the Governor of West Bengal, for the works mentioned below and as per schedule attached herewith, from eligible bonafide, reliable and resourceful Quotationers having sufficient experience in execution of similar type of works.

1. Name of Work :-

"Supply, installation and commissioning of electrically operated 6'- 0" Ball Fountain with all accessories including its Civil and electro mechanical works complete in front of Nirman Bhavan, Salt Lake City, Kolkata."

Time of completion: - 30 (Thirty Days)

Price of Each Schedule:- Rs.750.00

The following works be Executed for Supply, Installation and Commissioning of electrically operated 6'- 0" ball fountain with all accessories:-

Supply, installation and commissioning of electrically operated 6' -0" ball fountain with all accessories including its Civil, mechanical and electrical work complete in front of Nirman Bhavan, Salt Lake City, Kolkata.

a) CIVIL WORK :-

The peripheral wall of fountain well of requisite 20 ft. external diameter should be made of 600mm height, 250 mm th. Brick work with cement mortar (1:4) and top and external wall should be finished with coloured and decorative ceramic tiles etc. Cement concrete (1:1. 5:3) of 150 mm thick should be laid over single B.F.S below ceramic tiles floor and sump pit. Other foundation work for fixing of lighting arrangement and ancillary works related to installation of such fountain should be made as per required specification complete including connection of such fountain with nearby water sources with 25 mm dia medium quality G. I. pipes of TATA make with all specials and accessories as required complete including the cost of fitting and fixing such specials and accessories (any floor) or for underground work including cutting trenches upto 1.5 metre and refilling the same complete as per direction of the Engineer-in-charge.

b) Electro mechanical works:-

The fountain should contain 0' -6" dia aluminium ball fitted and fixed with sufficient nos. of pentagonal shaped nozzles as required and ½" dia 2' -9" to 3'-0" long perforated aluminium ball sticks of 95 nos. (approx), screen filter with SS wire mesh, 6'-0" long (approx) riser pipe and other external fittings such as G.I pipes, nut bolts, flanges, tees & elbows etc complete. The fountain should be operated with 1 no.10 H.P. submersible type pump of Kirloskar make, the control panel box should be tailor made outdoor type control panel with inside circuit board as required suitable for operating of such water fountain. Control panel box should be fabricated with CRC sheet with water tight door and top cover to protect the box from rain water etc and should be built with locking system complete. The water fountain should be lighted with powder coated finished water tight 8 nos. submersible RGB LED LIGHT with changing 6 of colours. Such LED light should be fitted and fixed in proper position with all fitting, electrical cables and connected to nearby electrical sources as available.

This work should be finished as per direction of E.I.C. The rate should be inclusive of all materials, labour, accessories and allied works including transportation of materials, all incidental charges such as royalty, taxes, vats, cess etc and should be maintained for a period of one year free of cost after successful commissioning of such water fountain complete.

2. Prayer for issue of quotation papers may be addressed to the Executive Engineer, Bidhannagar Municipal Services Division, Urban Development Department and to be submitted in the office of the Executive Engineer, Bidhannagar Municipal Services Division, Urban Development Department, Nirman Bhavan, Salt Lake, Kolkata- 700091.
3. Last Date and Time for submission of prayer with all papers for permission of submitting quotation papers is on 05/04/2016 up to 14-00 hours.
4. Last date and time of issue of quotation papers is 06/04/2016 up to 15-00 hours.
5. Last date of dropping of quotation papers is on 07/04/2016 up to 14-00 hrs. in the office of the Executive Engineer, Bidhannagar Municipal Services Division, Urban Development Department, Nirman Bhavan, Salt Lake, Kolkata- 700091.
6. Date and time of opening of quotation in presence of the participants or his/her/their authorised representatives is on 07/03/2016, at 15-00 hrs. in the office chamber of the the Executive Engineer, Bidhannagar Municipal Services Division, Urban Development Department, Nirman Bhavan, 1st Floor, Salt Lake, Kolkata- 700091.
7. The Quotation documents and other relevant particulars may be seen by the intending Quotationer or by their duly authorized representatives during office hours between **11.00 A.M. and 2.00 P.M. on every working day, till 05/04/2016**, in the office of the **Executive Engineer, Bidhannagar Municipal Services Division, Urban Development Department, Nirman Bhavan, 1st Floor, Salt Lake, Kolkata - 700091.**

2. a) Intending Quotationers should apply for submitting Quotation papers in their respective Letter Heads enclosing self attested copies of the following documents, originals of which and other documents like Registered Partnership (for Partnership Firms) etc. are to be produced on demand.

The intending Quotationer will have to submit self attested photo copy of the following documents, a) Permanent Account Number(PAN) of Income Tax Department, b) VAT Registration Certificate C) Professional tax registration certificate.

b) Eligibility Certificate issued by the A.R.C.S. (for Engineers' Co-operatives and Labour Cooperatives);

c) **Failure to produce any of the above documents may be considered good and sufficient reason for non-issuance of quotation paper**

8. **Credential** :-

- i) Intending tenderer should produce credentials of similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,
- ii) Intending tenderer should produce credentials of 2(two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- iii) Intending tenderer should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above
- iv) In case of running works, only those tenderes 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 quotationers.

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

a) Tender paper can be had by the shortlisted intending quotationers or by their duly authorised representatives, on cash payment of requisite amount (non-refundable) from the office of the Executive Engineer, Bidhannagar Municipal Services Division as shown in the broad sheet published by the tender issuing authority against the name of each intending quotationers , within the specified date and time.

b) No tender paper will be supplied by Post.

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

Before submitting any tender, the intending quotationers should make themselves acquainted, thoroughly, with the local conditions prevailing, by actual inspection of the site and take into considerations all aspects including transportation of materials, communicating facilities, climate conditions, nature of soil, availability of local labourers and market rate prevailing in the locality etc. as no claim whatsoever will be entertained on these accounts, afterwards.

9. **Earnest Money, 2% (Two percent) of the quoted amount, in the form other than those mentioned below, will not be accepted.**

a. Receipted Challan of Reserve Bank of India or Treasury showing the deposit to be credited under the Head 'P.W. Deposit' in favour of the Executive Engineer, Bidhannagar Municipal Services Division.

b. Government Security duly pledged to the Executive Engineer, Bidhannagar Municipal Services Division.

c. Crossed bank Draft/Deposit at call Receipt, Banker's Cheque of any Bank in the locality in favour of the **Executive Engineer, Bidhannagar Municipal Services Division.**

d. **No adjustment of any sort of above mentioned Earnest Money previously deposited for other works will be considered. Tender without the specified earnest money will be treated as informal.**

10. **Earnest Money for works, 2% (Two percent) of the quoted amount, will have to be deposited by the contractors, Unemployed Engineers' Cooperatives & Labour Cooperatives with the tender. Anybody desirous of exemption from depositing Earnest Money, is to furnish along with his Tender with self attested copy of document exempting him from depositing Earnest Money for the tender.**

11. The Quotationers should quote the rate both in figures and in words on the basis of percentage above/below or At Par on the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form.

12. The rate should be quoted in one single handwriting and preferably with the same ink. Rates quoted in different hand writing shall be treated as informal.
13. Any quotations containing over writing is liable to be rejected.
14. All corrections are to be self attested under the dated signature of the Quotationers without which tender may be informal.
15. When a Quotationer signs his Tender in an Indian Language, the total amount tendered should also be written in the same language. In the case of illiterate Quotationers r, the rates tendered should be attested by a witness.
16. The quotationers who will sign on behalf of a Company or Firm, must produce the registered documents (within 3 days from the date of opening the tender) in support of his competency to enter into an Agreement on behalf of the Company or the Firm under the Indian Partnership Act, failing which the Tender will not be considered and the deposited Earnest Money will be forfeited.
17. **Any letter or other instrument submitted, separately, in modification of the sealed tender may not be entertained.**
18. Conditional Tender, which does not fulfil any of the above conditions, and is incomplete in any respect, is liable to be summarily rejected.
19. ST and PT clearance certificate, trade license and IT return of the last financial year (ITR-V) & PAN should remain valid at least up to the date of opening of the Tenders. **VAT online receipt of last quarter should be submitted.**
20. **The Quotation Accepting Authority does not bind himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason whatsoever to the intending quotationers and also reserves the right to distribute the work amongst more than one Quotationer.**
21. **The Quotationer will have to, if so desired by the Quotation Accepting Authority, submit his/her/their analysis to justify the rate quoted by him.**
22. The quotationers will be opened, as specified in the list of works, in presence of the participating quotationers s or their duly authorised representatives, who may be present at the time of opening and who may also put their signatures in the Tender Opening Register.
23. **The successful quotationer will have to execute the duplicate copies of his tender which will have to be obtained by additional cash payment in the office of the Executive Engineer, Bidhannagar Municipal Services Division, within 7(seven) days from the date of receipt of the intimation of acceptance of his quotation, failing which the Earnest Money shall forthwith stand forfeited in favour of the Government and the communication of acceptance of the tender shall automatically stand cancelled.**
If any quotationers withdraws his tender before its acceptance or refuses/fails to convert it into a contract within a reasonable time, without giving any satisfactory explanation for such withdrawal/refusal/failure, he/she/they shall be disqualified for submitting any tender in this Division/Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
24. The successful quotationer will have to abide by the provisions of the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972 and such other Acts as may be applicable, as will be in force from time to time.
25. Materials such as Cement, Steel materials, etc., if available in stock, will be issued by the Department to the Contractor for the work as per Issue Rate fixed by the Engineer-in-Charge. Site of issue of materials as mentioned in the list of materials to be supplied departmentally to the contractor is furnished with the tender documents for the work. Any other materials not listed therein, if supplied by the Department, the Issue Rate for such material will be fixed by the Engineer-in-Charge, value of which shall be recovered by the department.
26. Hire charges for Tools & Plants Machinery, if issued departmentally, will be recovered from the contractor at such rates as will be fixed by the Engineer-in-Charge. The period of hire charges of all Tools & Plants Machinery issued from the Government go-down will be counted from the date of their issuance from the go-down and up to the date of return into the same go-down and the hire charges will be recovered from the contractor, accordingly. All Tools & Plants, Machinery issued to the contractor must be returned in good condition. In the case of any damage, the cost of repair to such damage or replacement will be recovered from the contractor.
27. **In the following cases a tender may be declared informal and unacceptable.**
 - a. **Correction, alterations, additions, etc. if not attested by the tenderer.**
 - b. **Earnest Money in the form of Government Security etc. not held by the tenderer and not properly pledged, Earnest Money in the form of T. R. Challan, D.C.R/Demand Draft, etc. which are deposited short and/or not deposited in favour of the Executive Engineer, Bidhannagar Municipal Services Division.**
 - c. **If the Tender Form is not properly filled in respect of the general description of the work, Estimated Cost, Rate of deduction of Security Deposit, etc. in page-2 and other pages of Tender Form as are required to be filled in.**
 - d. **If the specified pages of the Tender Document are not signed by the tenderer.**
 - e. **If the tender is not submitted in a Cover properly sealed and the name of the work is not indicated on the cover.**
28. For the return of the Earnest Money of the unsuccessful quotationers, he/they is/are to apply for the same to the Executive Engineer, Bidhannagar Municipal Services Division giving the reference to the work, N.I.Q. No., date of tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of all quotationers other than the lowest quotationers in each case, may be refunded, after acceptance of the rate in the comparative statement, as early as possible.
29. To verify the competency, capacity and financial stability of the intending quotationer(s), the Tender Paper Issuing Authority may demand production of any necessary document(s) as it may deem necessary.
30. The payment of R/A as well as Final Bill for any work will be made according to the availability of fund and no claim due to delay in payment will be entertained.

31. Normally, quotation Papers for not more than one work in any one NIT will be issued to an applicant, who may indicate the Sl. Nos. of the work in the order of priority. However, depending on response to various serials in the NIT, Tender Paper Issuing Authority may issue Tender Paper for any serial even though it may not be preferred by the applicant.
32. As per Finance Departments, Audit Branch Memo No. 8182-F(Y), dated 26.09.12 clause -25 of 'arbitration' will be treated as deleted for these works.
33. Recent modification of Clause -17 of contract as per P.W.D., CRC Branch Order No. 177-CRC/2M-57/2008, dated 12.07.12 may be applicable for these work and will be as per decision of Engineer-in-Charge.
34. If in any reason any date as mentioned herewith and related with this quotation falls or declares as holiday then the next day will be treated as the working day for this purpose.
35. For Detail NIQ, Corrigendum and Addendum, if any, Office Notice Board and Departmental Website of Urban Development Department (and may also by login through www.wburbandev.gov.in) Govt. of West Bengal may be followed.
36. Modifications of Clause No-17 and Clause No-25 of West Bengal Form No.2911/2911(i)/2911(ii) will be the part of agreement of the contract. (As per concurrence of Group-T of Finance (Audit) Department vide their U.O.No.614 Dated 06.07.2012.
37. For Corrigendum, if any, Office Notice Board may please be followed which will be the part of the agreement of the contract.
38. Item rates should be quoted both in figures and words inclusive of all applicable taxes.
39. Completion Certificate for similar works shall include appurtenant working schedule duly signed by the certifying authority.
40. The agency should possess a valid 'Electrical Supervisor certificate of competency' and a valid electrical license to execute the work.

❖ **ADDITIONAL TERMS AND CONDITIONS INCLUDING MODIFICATIONS OF CLAUSE NO-17 AND CLAUSE NO-17 AND CLAUSE NO-25 OF WEST BENGAL FORM NO-2911/2911(i)/2911(ii)**

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

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

"Clause 17- If the Contractor or his own workmen or servants or authorised representatives shall break, deface, injure or destroy any part of the building, in which they may be working, or any building road, road kerbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within a period of three(3) years after issuance of a certificate of its completion by the Engineer-in Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums, whether under the contract or otherwise, that may be then, or at any time therefore become due to contractor by the Government or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-charge (Which opinion shall be final and exclusive against the contractor), of making such damage or imperfections good shall exceed the amount of such security deposit and or such sums, it shall be lawful for the Government to recover the excess cost from the Contractor in accordance of the procedure prescribed by any law for the time being in force. **The Security deposit of the Contractor shall not be refunded before the expiry of Three (3) years after the issuance of the certificates, final or otherwise, of completion of work by the Engineer-in-charge.**

Provided that the work shall not be deemed to have been completed unless the 'Final Bill' in respect thereof shall have been passed and certified for payment by the Engineer-in-charge.

Provided further that the Engineer-in-charge shall pass the 'Final Bill' and certify thereon, within a period of Forty Five (45) days. The certificate of Engineer-in-charge whether in respect of amount payable to the contractor against the final bill or in respect of completion of work shall be final and conclusive against the contractor. However, the security Deposit of the contractor held with the Government under the provision of Clause-1 thereof shall be refundable to the contractor in the manner provided hereunder:

i) 30% of the Security deposit shall be refundable to the contractor on expiry of one year after the issuance of certificate of completion of work.

ii) Further 30% of the Security deposit shall be refundable to the contractor on expiry of Two years.

iii) The balance 40% of the Security Deposit shall be refundable to the Contractor on expiry of Three (3) years.

Provided that in respect of **repair or maintenance in nature or a combination thereof**, the words 'three years' wherever appearing in this clause shall be deemed to be 'One Year' and in which case the security deposit of the Contractor held with the Government under the provision of Clause-1 hereof shall be refundable to the Contractor on expiry of 'One Year' after issuance of certificate of completion of work by the Engineer-in-Charge.

❖ **"Modification of Clause Relating to Settlement of Disputes under Condition of Contracts" :**

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

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


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

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

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

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

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


 Executive Engineer
 Bidhannagar Municipal Services Division

Memo No:-6-29B-539(09)

Dated: 28.03.2016

Copy forwarded for information to the:-

1. Chief Engineering Advisor, Salt Lake Project, Nirman Bhawan, Salt Lake, Kolkata-91.
2. Special Engineer, Salt Lake Reclamation and Development Circle, Nirman Bhawan, Salt Lake, Kolkata-91.
3. Executive Engineer, Salt Lake Construction Division,, Nirman Bhawan, Salt Lake, Kolkata-91.
4. Executive Engineer, Central Mechanical Division, Nirman Bhawan, Salt Lake, Kolkata-91.
5. Executive Engineer, Salt Lake Reclamation Division, Nirman Bhawan, Salt Lake, Kolkata-91.
6. Sub-Divisional Officer, Salt Lake Roads Sub-Division., Nirman Bhawan, Salt Lake, Kolkata-91.
7. *The Computer Cell, Urban Development Department, Govt. of West Bengal, Nagarayan, Salt Lake, Kolkata-64 with a request to upload the 'Notice Inviting Quotation' in Departmental website www.wburbandev.gov.in for wide circulation.*
8. Accounts Branch/BMS Division
9. Notice Board of this Office.


 Executive Engineer
 Bidhannagar Municipal Services Division
 28/3/16