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Urban Development Department
Office of the Executive Engineer
Bidhannagar Municipal Services Division
Sech Bhavan (1st Floor)
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NOTICE INVITING TENDER NO.07 of 2013-2014 OF EXECUTIVE ENGINEER , Bidhannagar Municipal Services Division

1. Separate Sealed Tenders in printed form [W.B. Form No. 2911(ii)] are hereby invited **for acceptance of the Executive Engineer, Bidhannagar Municipal Services Division** , Urban Development Department, Sech Bhawan, Salt Lake, Kolkata-91, on behalf of the Governor of West Bengal, for the work as per list enclosed here with from eligible bonafide, reliable and resourceful contractors having sufficient experience in execution of similar type of works, detailed herein under. **Prayer for issue of tender papers may be addressed to the Executive Engineer, Bidhannagar Municipal Services Division , Urban Development Department** and to be submitted in his office at, 1st Floor, Sech Bhavan, Salt Lake, Kolkata- 700 091. Details of Works and others are mentioned herewith in details.

Sl. No.	Name of Work	Estimated Amount Put to Tender:	Time of Completion:	Cost of 'Tender Documents'	Earnest Money to be Deposited
01	Maintenance and Repair of Pump Houses and Digesters and its Ancillary Works including Painting at B.S.T. Plant.	Rs. 7,00,000.00	60(Sixty) days.	Rs.1005.00	Rs.14,000.00

02.	Last Date and Time for submission of prayer/ application for issuance of tender papers.	23.12.2013 up to 15-00 hrs.	At the office of the Executive Engineer, Bidhannagar Municipal Services Division.
03.	Last date of purchase of tender papers is on :	26.12.2013 up to 15-00 hrs.	At the office of the Executive Engineer, Bidhannagar Municipal Services Division..
04.	Last Date of dropping of tender papers :	30.12.2013 up to 15-00 hrs.	At the office of the Executive Engineer, Bidhannagar Municipal Services Division.
05.	Date and time of opening of tenders :	Immediately after 15-00 hrs on <u>30/12/2013</u>	At the office of the Executive Engineer, Bidhannagar Municipal Services Division.

2. a) Intending Tenderers should apply for Tender papers in their respective Letter Heads enclosing attested copies of the following documents, duly attested by Group-A Officer/Gazetted Officer, Originals of which and other documents like Registered Partnership (for Partnership Firms) etc. are to be produced on demand. Original Documents should be neat and clean without any tampering by scraping/whitening in VAT Registration , Registration as “Works Contractor/Civil Contractor” should be clearly mentioned.
- b) VAT Registration, ST and PT clearance certificate and IT PAN valid at least up to the date of opening of the Tenders. Application for such clearance addressed to the competent authority, subject to production of authenticated receipt, may also be considered.
- c) Completion Certificate/Payment Certificate(s) for one single similar work worth at least 50% of the value of the work for which Tender Papers is desired, executed within last 5 (five) years (to be determined from the actual year of completion, considering current financial year as Year-1).
- d) Government Order indicating Fixed Security Deposit (if any).
- f) Eligibility Certificate issued by the A.R.C.S. (for Engineers’ Co-operatives and Labour Cooperatives);
- g) A statement showing number and value of works presently under execution by the Tenderer under the Government Department/Organizations as stated hereunder;
- h) Declaration by the applicant to the effect that there is no other applications for Tender paper for work in the NIT in which he/she/they has/have common interests.

Failure to produce any of the above documents may be considered good and sufficient reason for non-issuance of tender paper.

3. Credentials of work executed under Irrigation & Waterways Department will be accepted. Credentials of work executed under Public Works Department/Public Works (Roads) Department, P.W.(C.B), P.W.D.(Housing), Public Health Engineering Department, P & RD, K.M.D.A. , H.R.B.C. , K.M.C. , Different Municipalities/Corporation in West Bengal, Zilla Parishads, WBHIDCO, Central Government Department, Mackintosh Burn Ltd., Westinghouse Saxby Farmer Ltd, may also be considered. **Completion certificates, containing name of work, tender number, actual year of completion (as per MB) and gross final value of works, are to be issued by competent authority as per prevailing norms. Such certificates are to be countersigned by the Executive Engineers(or, Payment Authority e.g. Executive Officer etc.) of the State Government Departments, if those are issued by some other authority.**
4. Intending tenderer not satisfied with the decision of the Tender Paper Issuing Authority may prefer an appeal to the next Superior Officer. It should be brought to the notice of such Authority within two working days after the date of issue of tender paper, a copy of such communication should also be submitted to the Tender Paper Issuing Authority within the same period, failing which no such appeal will be entertained.
5. a) Tender paper can be had by the shortlisted intending tenderers or by their duly authorised representatives, on cash payment of requisite amount (non-refundable) from the office of the Executive Engineer as shown in the broad sheet published by the tender issuing authority against the name of each intending tenderer, within the specified date and time.
- b) No tender paper will be supplied by Post.
- c) No tender paper will be issued on the date of opening of tenders and after expiry of date and time mentioned in the Notice.
6. Before submitting any tender, the intending tenderers should make themselves acquainted, thoroughly, with the local conditions prevailing, by actual inspection of the site and take into considerations all aspects including transportation of materials, communicating facilities, climate conditions, nature of soil, availability of local labourers and market rate prevailing in the locality etc As no claim whatsoever will be entertained on these accounts, afterwards
7. Earnest Money, as noted in the list of works, in the form other than those mentioned below, will not be accepted.
- a) Receipted Challan of Reserve Bank of India or Treasury showing the deposit to be credited under the Head ‘P.W. Deposit’ in favour of the Executive Engineer, B.M.S. Division.
- b) Government Security duly pledged to the Executive Engineer, B.M.S. Division.
- c) **Crossed bank Draft/Deposit at call Receipt, Banker’s Cheque of any Scheduled Nationalised Bank in the locality in favour of the Executive Engineer, B.M.S. Division.**
- d) **No adjustment of any sort of above mentioned Earnest Money previously deposited for other works will be considered. Tender without the specified earnest money will be treated as informal.**

8. **Earnest Money for works, as noted in the list of work, will have to be deposited by the contractors, Unemployed Engineers' Cooperatives & Labour Cooperatives with the tender. Anybody desirous of exemption from depositing Earnest Money, is to furnish along with his Tender, self attested copy of document exempting him from depositing Earnest Money for the tender.**

Earnest money deposited by the agency will be converted into security deposit for the lowest tenderer. Additional security money totalling 05(five) percent of the tendered amount, including earnest money deposit, shall have to be deposited by the executing agency at the time of executing duplicate/triplicate copies of his/her/their tender without which no work order will be issued. Moreover, remaining amount of security deposit shall be deducted from the running account bill of the agency to cover up 10%(Ten percent) of the total value of the work executed.

- 12) **The tenderer should quote the rate both in figures and in words** on the basis of percentage above/below or At Par on the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form. **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 tender containing over writing is liable to be rejected.
- 14) **All corrections are to be attested under the dated signature of the Tenderer without which tender may be informal.**
- 15) When a Tenderer signs his Tender in an Indian Language, the total amount tendered should also be written in the same language. In the case of illiterate Tenderer, the rates tendered should be attested by a witness.
- 16) The tenderer who will sign on behalf of a Company or Firm, must produce the registered documents (within 3 days from the date of opening the tender) in support of his competency to enter into an Agreement on behalf of the Company or the Firm under the Indian Partnership Act, failing which the Tender will not be considered and the deposited Earnest Money will be forfeited.
- 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) VAT Sales Tax, Royalty, Building Working Cess and all other statutory Levy/Cess etc. will have to be borne by the Contractor (he/she will have to produce necessary documentary evidence of his having done so at the time of receiving the final payment for the work).
- 20) **The Tender Accepting Authority does not bind himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason whatsoever to the intending Tenderers and also reserves the right to distribute the work amongst more than one Tenderers.**
- 21) The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his/her/their analysis to justify the rate quoted by him.
- 22) The Tenders will be opened, as specified in the list of works, in presence of the participating tenderers or their duly authorised representatives, who may be present at the time of opening and who may also put their signatures in the Tender Opening Register.
- 23) The successful tenderer will have to execute the duplicate/triplicate/quadruplicate 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 tender, failing which the Earnest Money shall forthwith stand forfeited in favour of the Government and the communication of acceptance of the tender shall automatically stand cancelled.
- 24) If any tenderer withdraws his tender before its acceptance or refuses/fails to convert it into a contract within a reasonable time, without giving any satisfactory explanation for such withdrawal /refusal /failure, he/she/they shall be disqualified for submitting any tender in this Division/Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
- 25) The successful tenderer will have to abide by the provisions of the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972 and such other Acts as may be applicable, as will be in force from time to time.

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

(This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No-614; Dated 06.07.2012)
This is in connection with NIT NO- 07 of 2013-14 of EE, B.M.S. Division, circulated vide memo no-6-29A/1913 dt. 10.12.2013

1) 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.

2) "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.

- 3) 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.

SI 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