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Govt. of West Bengal
Urban Development Department
Office of the Executive Engineer
Bidhannagar Municipal Services Division
Nirman Bhavan (1st Floor)
Salt Lake, Kolkata- 700091

NOTICE INVITING TENDER NO. 03 of 2016-2017 OF EXECUTIVE ENGINEER, B.M.S. DIVISION
[CIRCULATION Memo No. 6-29A-2047, Dated: 23.12.2016]

1. Separate Sealed Tenders in printed form [W.B. Form No. 2911(ii)] are hereby invited by the the **Executive Engineer, Bidhannagar Municipal Services Division**, Urban Development Department, Nirman Bhawan, Salt Lake, Kolkata-700 091, on behalf of the Governor of West Bengal, for the work as per list enclosed herewith from eligible bonafide, reliable and resourceful 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, Nirman Bhavan, Salt Lake** and to be submitted in his office at, 1st Floor, Nirman Bhavan, Salt Lake, Kolkata- 700 091. Details of Works and others are mentioned herewith in details.

Last Date and Time for submission of prayer for issuance of tender papers is **02/01/2017 up to 15-00 hrs.**

Last date of purchase of tender papers is

04/01/2017 up to 14-00 hrs.

Last date of dropping of tender papers is

06/01/2017 up to 14-00 hrs.

in the office of the Executive Engineer, Bidhanagar Municipal Services Division, 1st Floor, Nirman Bhawan, Salt Lake, Kol-700 091.

Date and time of opening of tenders in presence of the participants or his/her/their authorised representatives is on **06/01/2017 after 15-00 hrs.** in the office chamber of the **Executive Engineer, Bidhanagar Municipal Services Division, 1st Floor, Nirman Bhawan, Salt Lake, Kol-700 091.**

2. a) Separate Tender should be submitted for each work, as per list, in sealed cover super scribing the name of the work on the envelope and addressed to the proper authority.
b) Submission of Tender by Post is not allowed.
3. The Tender documents and other relevant particulars (if any) may be seen by the intending tenderers or by their duly authorized representatives during office hours between 11.00 A.M. and 2.00 P.M. on every working day, Till 28/01/2016, in the office of the **Executive Engineer, Bidhanagar Municipal Services Division, 1st Floor, Nirman Bhawan, Salt Lake, Kol-700 91.**
4. a) Intending tenderers should apply for Tender papers in their respective Letter Heads enclosing attested copies following documents, originals of which and other documents like Registered Partnership (for Partnership Firms) etc. are to be of the produced on demand.
b) ST and PT clearance certificate 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. Application for such clearance addressed to the competent authority, subject to production of authenticated receipt, may also be considered.
c) Eligibility Certificate to be obtained from the A.R.C.S. for Engineers' Co-operatives and Labour Cooperatives.
d) A statement to be produced showing number and value of works presently under execution by the tenderer under the Government Department/Organizations.
e) **Declaration by the applicant to the effect that there is no other application for Tender paper for work in the NIT in which he/she/they has/have common interests.**
Failure to produce any of the above documents may be considered good and sufficient reason for non-issuance of tender paper

✓ **Credential:-**

- (i) Intending tenderer should produce credentials of similar nature of work of the minimum value of 40% of the estimate 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 tenderer.

[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.]

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, Bidhannagar Municipal Services Division 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, Bidhannagar Municipal Services Division.
 - b. Government Security duly pledged to the Executive Engineer, Bidhannagar Municipal Services Division.
 - c. Crossed bank Draft/Deposit at call Receipt, Banker's Cheque of any scheduled Nationalized Bank in the locality in favour of the Executive Engineer, Bidhannagar Municipal Services Division.
 - d. **No adjustment of any sort of above mentioned Earnest Money previously deposited for other works will be considered. Tender without the specified earnest money will be treated as informal.**
 8. **Earnest Money for works, as noted in the list of work, will have to be deposited by the contractors, Unemployed Engineers' 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.**
 9. The tenderer should quote the rate both in figures and in words on the basis of percentage above/below or At Par on the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form. **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.**
 10. Any tender containing over writing is liable to be rejected.
 11. All corrections are to be self attested under the dated signature of the tenderer without which tender may be informal.
 12. When a Tenderer signs his Tender in an Indian Language, the total amount tendered should also be written in the same language. In the case of illiterate tenderer, the rates tendered should be attested by a witness
 13. The tenderer who will sign on behalf of a Company or Firm, must produce the registered documents (within 3 days from the date of opening the tender) in support of his competency to enter into an Agreement on behalf of the Company or the Firm under the Indian Partnership Act, failing which the Tender will not be considered and the deposited Earnest Money will be forfeited
 14. **Any letter or other instrument submitted, separately, in modification of the sealed tender may not be entertained.**
 15. Conditional Tender, which does not fulfil any of the above conditions, and is incomplete in any respect, is liable to be (he/she will have to produce necessary documentary evidence of his having done so at the time of receiving any payment for the summarily rejected.
 16. VAT, Sales Tax, Royalty, Building Working Cess and all other statutory Levy/Cess etc. will have to be borne by the Contractor work).
 17. The Tender Accepting Authority does not bind himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason whatsoever to the intending tenderers and also reserves the right to distribute the work amongst more than one tenderers.
 18. The tenderer will have to, if so desired by the Tender Accepting Authority, submit his/her/their analysis to justify the rate quoted by him.
 19. 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.
 20. **The successful Tenderer will have to execute the duplicate copies of his tender which will have to be obtained by additional cash payment in the office of the 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.**
- If any Tenderer withdraws his tender before its acceptance or refuses/fails to convert it into a contract within a reasonable time, without giving any satisfactory explanation for such withdrawal/refusal/failure, he/she/they shall be disqualified for submitting any tender in this Division/Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.**
21. The successful Tenderer will have to abide by the provisions of the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972 and such other Acts as may be applicable, as will be in force from time to time.
 22. Materials such as Cement, Steel materials, etc., if available in stock, will be issued by the Department to the Contractor for the work as per Issue Rate fixed by the Engineer-in-Charge. Site of issue of materials as mentioned in the list of materials to be supplied departmentally to the contractor is furnished with the tender documents for the work. Any

- other materials not listed therein, if supplied by the Department, the Issue Rate for such material will be fixed by the Engineer-in-Charge, value of which shall be recovered by the department.
23. Hire charges for Tools & Plants Machinery, if issued departmentally, will be recovered from the contractor at such rates as will be fixed by the Engineer-in-Charge. The period of hire charges of all Tools & Plants Machinery issued from the Government go-down will be counted from the date of their issuance from the go-down and up to the date of return into the same go-down and the hire charges will be recovered from the contractor, accordingly. All Tools & Plants, Machinery issued to the contractor must be returned in good condition. In the case of any damage, the cost of repair to such damage or replacement will be recovered from the contractor.
24. **In the following cases a tender may be declared informal and unacceptable.**
- a. **Correction, alterations, additions, etc. if not attested by the tenderer.**
 - b. **Earnest Money in the form of Government Security etc. not held by the tenderer and not properly pledged, Earnest Money in the form of T. R. Challan, D.C.R/Demand Draft, etc. which are deposited short and/or not deposited in favour of the Executive Engineer, Bidhannagar Municipal Services Division.**
 - c. **If the Tender Form is not properly filled in respect of the general description of the work, Estimated Cost, Rate of deduction of Security Deposit, etc. in page-2 and other pages of Tender Form as are required to be filled in.**
 - d. **If the specified pages of the Tender Document are not signed by the tenderer.**
 - e. **If the tender is not submitted in a Cover properly sealed and the name of the work is not indicated on the cover.**
 - f. For the return of the *Earnest Money of the unsuccessful tenderer(s)*, he/they is/are to apply for the same to the *Executive Engineer, Bidhannagar Municipal Services Division giving the reference to the work, N.I.T. No., date of tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of all tenderers other than the lowest tenderer in each case, may be refunded, after acceptance of the rate in the comparative statement, as early as possible.*
 - g. **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.**
 - h. Normally, Tender Paper for not more than one work in any one NIT will be issued to an applicant, who may indicate the Sl. Nos. of the work in the order of priority. However, depending on response to various serials in the NIT, Tender Paper Issuing Authority may issue Tender Paper for any serial even though it may not be preferred by the applicant.
 - I 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.
 - J If in any reason any date as mentioned herewith and related with this tender falls or declares as holiday then the next day will be treated as the working day for this purpose.
 - K For Detail NIT, 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
 - m. 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.
 - n. **For Corrigendum, if any, Office Notice Board may please be followed which will be the part of the agreement of the contract.**

ADDITIONAL CONDITIONS

- 1) The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. The instruction given by the Sub-Divisional Officer and the Sub-Assistant Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Engineer-in-Charge shall be final and binding.
- 2) The Government shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike, etc. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
- 3) The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & Abolition) Rules, 1970, and (b) Minimum Wages Act, 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
- 4) No mobilization / secured advance will be allowed unless specified otherwise
- 5) All working tools and plants, scaffolding, construction of vats and platforms will have to be arranged by the contractor at his own cost. The contractor shall also supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.

- 6) The work will have to be completed within the time mentioned in the tender notice. A suitable work programme is to be submitted by the contractor within 7 (Seven) days from the date of receipt of Work Order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (Seven) days from the date of receipt of Work Order who will receive instruction of the work, sign measurement book, bills and other Government papers, etc. However the contractor will have to accept the work programme and priority of work fixed by the Engineer-in-charge
- 7) All possible precautions should be taken for the safety of the people and workforce deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs while operating a public thoroughfare.
- 8) The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Departmental Rules & Orders circulated from time to time.
- 9) The quantities of different items of work mentioned in the tender schedule or in Work Order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority, before making payment.
- 10) All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorized and approved source and the material brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect.
- 11) For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances.
- 12) When one item of work is to be covered up by another item of work the latter item shall not be done before the formal Item has been measure up and has been inspected by the Engineer-in-Charge or the Sub-Divisional office/Assistant Engineer, as the authorized representatives of the Engineer-in- Charge and order given by him for proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.
- 13) In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.
- 14) The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work.
- 15) The contractor will arrange land for installation of his Plants and Machineries, his go-down, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Engineer-in-charge. Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-charge will be required.

LIST OF WORK:-

SL No	Name of the work	Amount Put to Tender	Class of Contractor Entitled to submit the Tender.	Earnest Money to be deposited.	Price of tender schedule	Time of Completion	Accepting Authority.
1	<i>Miscellaneous civil works in connection with "Construction of Technical conference Room with all modern tools, furniture and electrical works for Food Processing Industries And Horticulture Department.</i>	Rs.3,90,040.00	<i>Bonafide & Resourceful Contractor</i>	Rs.7574.00	Rs. 5.00 <u>Rs.750.00</u> Total: <u>Rs.755.00</u>	30 (Thirty) Days	Executive Engineer, Bidhannagar Municipal Services Division.

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)

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.

"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.

2) **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

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EXECUTIVE ENGINEER
BIDHANNAGAR MUNICIPAL SERVICES DIVISION

NOTICE INVITING TENDER NO- 03 of 2016-2017 OF EXECUTIVE ENGINEER, B.M.S. DIVISION

Memo No: - 6-29A- 2047(09)

Dated: 23/12/2016

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 in Departmental website www.wburbandev.gov.in for wide circulation.*
8. Accounts Branch/BMS Division
9. Notice Board of this Office.


23/12/16
EXECUTIVE ENGINEER
BIDHANNAGAR MUNICIPAL SERVICES DIVISION
23/12/16