

Government of West Bengal
Urban Development Department
Office of the Executive Engineer
Salt Lake Reclamation Division
Second Floor, Nirman Bhawan, Salt Lake, Kolkata – 700091

NOTICE INVITING TENDER

N.I.T No -WBUD/SE/SLRD/NIT-01(e) / 2016-17 of EE, SLRD.

Tenders are invited for the following work for the acceptance of the *Special Engineer, Salt Lake Reclamation & Development Circle*, on behalf of the Governor of West Bengal for the works as mentioned below, through electronic tendering (e-Tendering) from eligible and resourceful contractors having sufficient credential and financial capability for execution of works of similar nature.

Intending bidders who desires to participate in the tender are requested to log on to the departmental website www.wburbandev.gov.in & Govt. Tender website <https://wbtenders.gov.in> for information about the tender.

Bidders willing to take part in the process of e-Tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Government of India (viz. NIC, nCode Solution, Safecrypt, e Mudhra, TCS, MTNL, IDRBT). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below under "General terms and conditions and information".

Name of Work: Construction of Adibasi Bhavan (G+VIII) in plot no. 2221, Action Area – IIIA, Rajarhat Newtown, Kolkata.

Amount put to Tender: Rs. 6,70,08,050.00 (Rupees Six Crore Seventy Lacs Eight Thousand Fifty Only)

Earnest money: Rs.13,40,200.00 (Rupees Thirteen Lacs Forty Thousand Two Hundred) Only.

Last date & time of submission of bids online is: 01/08/2016 at 17:00 Hrs

Time of completion : 18 (eighteen) Months.

The intending bidder must read the terms and conditions of the NIT carefully. He should particularly go through the eligibility criteria required and satisfy himself of the requirements for eligibility. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

Largest Money, as noted above, in the form other than those mentioned below, will not be accepted.

- + Crossed Bank Draft/ Pay Order of any scheduled Bank in the locality in favour of the Executive Engineer, Salt Lake Reclamation Division.
- + 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.

All information posted on the website consisting of NIT and related documents, Form 2911(ii), BOQ Corrigendum etc. and Drawings, if any, shall form part of the tender document.

General Terms & Conditions and Information

1. Pre Qualification for participation

Contractors, bonafide, Registered Engineers Co-operative Societies, Consortiums and Partnership Firms registered with the State Government and contractors of equivalent Grade/Class registered with Central Government / MES / Railways for execution of similar civil works are eligible to participate, depending on the criteria as detailed below and must have credential of a similar nature of completed 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 the tender notice. **Joint venture firms are not eligible to participate.**

Note: *In case of consortiums, maximum number of constituents shall be restricted to 5 (five) and each constituent must have at least some credential and also at least 10% turnover in contracting business. Individual constituent of a consortium cannot be a part of another consortium.*

2. Participation Criteria

Any contractor can submit tenders published in the NIT, depending on his credential and financial capability, details of which are given below:

3. Submission of Tenders

3.1. General process of submission

Tenders are to be submitted online through the website stated above. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for the work, one is Technical Bid and the other is Financial Bid. The tenderer shall carefully go through the documents and prepare the required documents, and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items / percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded must be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum and corrigendum related to the tender and upload the latest documents as part of the tender.

3.2. Technical Bid

The Technical Bid should contain scanned copies and / or declarations in the following standardized formats in two covers (folders).

A. **Technical File (Statutory Cover) containing**

- i. **Application for Tender (Vide Form – 1) (to be submitted in "Forms" folder).**
- ii. **Tender Form No. 2911 (ii) (to be submitted in "2911" folder).**
- iii. **Notice Inviting Tender (NIT) to be submitted in "NIT" folder).**

Earnest Money Deposit (EMD)

Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) towards EMD as prescribed in the NIT, in favour of the Executive Engineer, Salt Lake Reclamation Division, Nirman Bhawan payable at Kolkata (to be submitted in "Drafts" folder)

- iv. **Credential Certificate (to be submitted in "Forms" folder)**
- v. **Declaration of not having common interest between the participating tenderers (vide Form-2) (to be Submitted in "Forms" folder).**

Note: Tenders will be summarily rejected if any item in the Statutory Cover is missing.

B. **My Document (Non-Statutory Cover) containing**

i. **Certificates**

1. Professional Tax (PT) submission of Challan and PAN Card details. Application for such addressed to the competent authority may also be considered.
2. VAT Registration Certificate (Non production of the document will result in VAT deduction as per prevailing rules)

ii. **Company Details**

1. Registered Deed for Partnership Firm / Consortiums from Registrar of Assurances having office at Todi Mansion, Kolkata. Mere application for registration will not be considered. However, in cases where the applicant is yet to receive registration certificate from Todi Mansion, the applicant is to submit an affidavit in Non Judicial Stamp Paper along with the application pledging that *"the registration certificate of the Consortium / Partnership Firm" would be submitted to the Tender Inviting Authority before making agreement with the Tender Accepting Authority in case he is found lowest.* In case of inordinate delay in submitting the document, his bid is liable to be rejected and his EMD deposited will stand forfeited to Government. Any change in the constituents of the *Consortium / Partnership Firm* should also be registered from the Office at Todi Mansion, Kolkata, prior to the date of application of tender otherwise his application will be rejected.

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

2. Trade License for Proprietorship Firms.
3. Memorandum of Articles for Limited Companies.
4. Society Registration and Bye-Laws for Cooperative Societies.

iii. **Credential**

Clearly stated in the **"Eligibility Criteria"**.

iv. **Addenda / Corrigenda:** If published.

Note : *Contractors are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum / Corrigendum will be treated as informal and liable to be rejected.*

v. **Others:** Any other documents found necessary.

Note: *Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection.*

3.3. **Financial Bid**

The Financial Bid should contain the following document in one cover (Folder)

i. **Bill of Quantities (BoQ)**

The contractor is to quote the rate (percentage above or below) 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 and digitally signed by the contractor).*

3.4. **Submission of original copies of documents of Earnest Money Deposit**

i. **Mode of Payment :**

Cost towards EMD must be submitted in the form of Bank Draft (BD) and Bankers Cheque (BC) of any scheduled Bank of India.

Payment in any other form, e.g. NSC, KVP etc. will not be accepted.

ii. **Place & Time of submission:**

The original copies of the DD / BC, towards cost of tender documents and Earnest Money Deposit should be submitted in a **sealed envelope** in the office of the Executive Engineer, Salt Lake Reclamation Division in the Specified date and time. If the Bidders fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected.

4. Eligibility Criteria:

- i) Intending tenderers should produce credential of a similar nature of completed 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 the tender notice;
or,
- ii) Intending tenderers should produce credentials of 2(two) similar nature of completed 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 tenderers 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

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.

General Note:

01. Payment certificate will not be treated as credential;
02. All Completion Certificates should be supported by BOQ of the work.
03. Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central / State status, on the executed value of completed / running work will be taken as credential.
04. If the issuing authority feels that major item contained in a particular work does not come within the purview of the above given types, he may issue a Completion Certificate stating the value of work corresponding to the new type of major item upon approval of his immediate superior authority.

Financial proposal of any contractor will come under the purview of consideration only if the criterias 5(i), 5(ii)& 6 mentioned below are fulfilled.

- a. All Completion Certificates should be supported by BoQ of the work. If Net notional amount calculated of at least one of the major items contained in the Completion Certificate (CC) issued in favour of the Agency / Firm / Consortium should be at least 25% of the corresponding amount in the same matching major item contained in the BOQ. However, for Consortiums where CC of individual entities of the Consortiums are to be considered, the sum of the values of the major items contained in the CC of individual entities should be at least 50% of the corresponding amount in the same matching major item contained in the BOQ.

5.1 Completion Certificate

- i. Completion Certificate of work executed in Irrigation & Waterways Department will be considered. Completion Certificate of Works executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Public Health Engineering Department, Sundarban Affairs Department and various other State Government Departments, Zilla Parishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Hooghly River Bridge Commissioner (HRBC), Engineering Departments of Central Government and Organizations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KPT), and companies owned or managed by the State Government , i.e. Mackintosh Burn Ltd., Westinghouse

Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organizations. Such *Completion Certificates of 100% completed works* are further to be countersigned by immediate superior authority of the Issuing authority for all cases other than direct State / Central Government Departments and Railways.

5.2. Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited Balance Sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Tender Evaluation Committee upon suggesting suitable penalty measures will bring the matter to the notice of the concerned competent authority immediately and the tenderer may be suspended from participating in the tenders on e-Tender platform of Urban Development Department (Salt Lake Project) as per approval of the competent authority for a maximum period 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to Government. The concerned competent authority will issue the necessary orders under intimation to the e-Tendering Cell and also the Department. Copy of such Order should also invariably be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

5.3. Taxes & duties to be borne by the Contractor

Income Tax, VAT, Sales Tax, Royalty, Construction Workers' Welfare Cess and similar other statutory levy/cess will have to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges. Service Tax, if applicable would be reimbursed subsequently. .

5.4. Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenders may contact the office of the Executive Engineer, concerned with the work between 11:30 hours to 16:30 hours on any working day prior to date of submission of tenders. .

5.5. Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection. .

6. Opening and evaluation of tender

6.1. Opening of Technical Bid

- i. Technical Bids will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Technical Bids for those tenders whose original copies of DD / BC towards tender cost and EMD have been received will only be opened. Proposals corresponding to which original copy of DD/ BC towards tender cost and EMD has not been received will not be opened and will stand rejected.
- iii. Intending tenderers may remain present if they so desire.
- iv. Cover (Folder) for Statutory Documents (vide Clause 3.2A) will be opened first and if found in order, Cover (Folder) for Non-Statutory Documents (vide Clause 3.2B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- v. Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee.

6.2. Tender Evaluation Committee (TEC)

Committees already constituted for issuance of tender papers for high value tenders, the decision of the Tender committee will be treated as *Final* in all sphere.

6.3. Opening and evaluation of Financial Proposal

- i. Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors present at that time.
- iii. After opening of the financial proposal the preliminary summary result containing inter-alia, name of contractors and the rates quoted by them will be uploaded.
- iv. If the Tender Accepting Authority is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he may after having the comparative statement test checked by the Divisional Accountant / Divisional Accounts Officer attached to the office of the concerned Executive Engineer, instruct the Tender Inviting Authority to upload the final summary result containing the name of contractors and the rates quoted by them against each work after acceptance of the rate.
- v. However, if there is any scope for lowering down of rates in the opinion of the Tender Accepting Authority, all the tenderers will be notified through the website to attend sealed bids to be followed by open bids to be held at the office of the Tender Accepting Authority in his presence at prescribed date and time, which will be done offline, i.e. as manually, as per present procedure.
- vi. After holding such bids, final result after acceptance of the rate by the Tender Accepting Authority will be uploaded in the web portal.
- vii. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

7. Bid validity

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

8. Acceptance of Tender

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserve the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

8.1. Tender Accepting Authority

As per prevalent orders of Govt. of West Bengal, Tender Accepting Authority for different tenders is as follows:

- a. For tenders above up to Rs.2.00 crore : *The Special Engineer, Salt Lake Reclamation and Development Circle*
- b. For tenders above 2.00 crore : *The Chief Engineering Advisor, Salt Lake Projects, Urban Development Department.*
- c. For tenders up to 45 Lakhs: *The Executive Engineer, Salt Lake Reclamation Division.*
- d. Others are as per existing Govt. Rules.

8.2. Execution of Formal tender after acceptance of tender

The tenderers, whose tender is approved for acceptance, shall within 7(Seven) days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in quadruplicate copies of W.B.F. No. 2911 (ii) which may be purchased on cash payment from the office of the Executive Engineer concerned with the work.

9. Return of Earnest Money of the unsuccessful tenderer(s)

For return of the Earnest Money of the unsuccessful tenderer(s), he/ she/ they is/ are to apply for the same to the Executive Engineer concerned with the work, giving the reference to the work, NIT 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 comparative statement or immediately after expiry of seven days from the date of final bid, whichever is earlier.

10. **Payment**

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

11. **Withdrawal of Tender**

If any tenderer found lowest after opening of the financial bids withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for such withdrawal, he shall be disqualified for making any tender to the department for a minimum period of one year. All cases in which the Tender Accepting Authority has reason to doubt the bonafide of such withdrawal should be reported to the Competent Authority in all details for issuance of such disqualification orders by the competent authority under intimation to the e-Tendering Cell and also this Department. Copy of such Order should invariably be communicated to the *Nodal Officer*, e Tender of this Department with a request to upload the same in the Departmental website.

12. **Schedule of Dates for e-Tendering :**

Sl. No.	Activity	Date & Time
1	Publishing Date	08/07/2016 at 17:30 Hrs
2	Document Download start date	22/07/2016 at 17:00 Hrs
3	Bid submission start date	22/07/2016 at 17:00 Hrs
4	Pre bid Meeting Date	27/07/2016 at 12:00 hrs
5	Document Download end date	01/08/2016 at 17:00 Hrs.
6	Bid submission end date	01/08/2016 at 17:00 Hrs.
7	Last date of physical submission of documents including EMD	02/08/2016 upto 14:00 Hrs.
8	Technical Bid opening date	03/08/2016 at 12:00 Hrs. onwards
9	Financial Bid opening date	To be Notified.

Additional Terms & Conditions

- 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.
- The acceptance of the tender including the right to distribute the work between two or amongst more than two bidders will rest with the Tender Accepting Authority without assigning reason thereof. The accepting authority reserves right to reject any or all the tenders without assigning any reason thereof.
- 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.
- Department will not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
- The Government will not be held responsible for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.

6. Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / commencement and completion of the work) is to be borne by the bidder. Original Challans of those materials, which are procured by the bidder, may be asked to be submitted for Verification.
7. Cess @1% of the cost of construction works shall be deducted from the Gross Value of the Bill in terms of Finance Department Order No. 853-F dated 01/02/2006. Also it is instructed to register his Establishment under the act, under the competent registering authority, i.e. Assistant Labour Commissioner / Deputy Labour Commissioner of the region concerned.
8. No mobilization / secured advance will be allowed unless specified otherwise.
9. VAT / Sales Tax, Cess, Royalty of sand, stone chips, stone metal gravel, boulders, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Local Taxes, if any, are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
10. All working tools and plants, scaffolding, props, construction of vats and platforms will have to be arranged by the contractor at his own cost.
11. The contractor shall supply mazdoors, bamboos, ropes, pegs. Flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
12. The contractor should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements and security etc. Work may be interrupted due to a number of unforeseen reasons, e.g. sudden rise in water level, inundation during flood, inaccessibility of working site for carriage of materials. The Engineer-in-Charge may order the contractor to suspend any work that may be subject to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment due to change of topography, and other local needs etc. between the preparation and execution of the scheme for which the tendered rate and contract will not be invalidated. The contractor will not be entitled to any claim or extra rate on any of these accounts.
13. A machine page number Site Order Book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-charge before commencement of the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.
14. 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.
15. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc will be entertained.
16. 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.
17. 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.
18. The contractor will have to accept the work programme and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and / or vulnerable items be completed before the date needed by the Department due to impending monsoon or rise of water level or for other reasons.
19. 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 Special Engineer would be required depending on whoever be the Tender Accepting Authority, before making payment.

20. Departmental materials such as cement, steel etc. will not be issued to the agency. The Agency should submit the Authenticated Challan of the materials with the Invoices from the Distributors/ Dealers approved by the Principle Manufacturers and Test Certificate from the organization as approved by the E.I.C
21. Any materials brought to site by contractor must be subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hours of issue of the order to that effect. The rates of the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo Jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-charge is final and binding.
22. **Participants/Agencies whose performance is unsatisfactory during last five years in connection with any work executed under Salt Lake Projects shall not be considered for Technical Evaluation.**

**Executive Engineer
Salt Lake Reclamation Division**

FORM - 1

APPLICATION FOR TENDER

To
The Special Engineer
Salt Lake Reclamation & Development, Circle
Urban Development Department

Notice Inviting Tender No. : _____
Amount put to tender: Rs. _____

Dear Sir

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

Dated this _____ day of _____ 2016

Full name of applicant: _____

Signature: _____

In the capacity of : _____

Duly authorized to sign bids for
and on behalf of (Name of Firm) : _____

(In BLOCK CAPITALS or typed)

Office Address : _____

Telephone No(s) (Office) : _____

Mobile No. _____

Fax No. _____

E-mail ID _____

FORM – 2 (to given in letter head)

Declaration against Common Interest

I / We Sri / Smt. _____, the authorized signatory on behalf of _____ do hereby affirm that I / We / any of the member of _____

Bidding against NIT No. _____ Sl. No. _____ do not have any common interest either as a partner or any Partnership Firm / Consortium as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

Date _____

Signature of the bidder

Additional Terms & 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)

1) Clause – 17 of Contract of the Printed Tender Form shall be substituted by the following:

Clause 17. – If the contractor or his workmen or servants of authorized representatives shall break, deface, injure or destroy any part of the building in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damaged shall happen to the work from any cause whatsoever or any imperfections become apparent in it any time whether during its execution or within a period of three years after issuance of a certificate of its completion issued by the Engineer –In-Charge shall mend good the same 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 this contract or otherwise, that may be then, or at any time thereafter became 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 conclusive against the contractor), or 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 with 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 years after the issuance of the certificate, final or otherwise of completion of the 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 days with effect from the date of submission there of by the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor with the said period of **forty five days**. The certificate of Engineer-In- Charge whether in respect of the 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** hereof shall be refundable to the contractor in the manner provided here under.

- (i) 30% of the security deposit shall be refunded to the contractor on expiry of **one year** after the issuance certificate of completion of work.
- (ii) Further 30% of the security deposit shall be refunded to the contractor on expiry of **two years**.
- (iii) The balance 40% of the security deposit shall be refunded to the contractor on expiry of **three years**.

N.B- Provided that in respect of the work 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 the 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 question and disputes relating to the meaning of specifications, design, 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 "Disput Redressal Committee" shall give it written instruction or decision 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 – Charge / 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 Convener
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.

Sl No.	As mentioned in Presently supplied W.B. Form No. 2911, 2911(i), 2911(ii)	Actually to be read as
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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

Memo No. 8-390/15/860(20)

Dated : 08/07/2016

Copy forwarded for information & necessary action to:

- 1) The A.C.S., Urban Development Department, Govt. of West Bengal, Nagarayan, Salt Lake, Kolkata.
- 2) The Chief Engineering Advisor, Urban Development Department (Salt Lake Project), Nirman Bhavan, Salt Lake, Kolkata.
- 3) The Administrator, Bidhannagar, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- ✓ 4) "Computer cell", Nagarayan, Urban Development Department, DF-8, Sector – I of Salt Lake City with request to upload the Notice in the Departmental Website www.wburbandev.gov.in
- 5) The Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 6) The Executive Engineer, Salt Lake Construction Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 7) The Executive Engineer, Bidhannagar Municipal Services Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 8) The Executive Engineer, Central Mechanical Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 9) The Executive Engineer, Metropolitan Drainage Division-I, Jalasampad Bhavan, Salt Lake, Kolkata- 700 091.
- 10) The Executive Engineer, Mograhat Drainage Division, Jalasampad Bhavan, Salt Lake, Kolkata- 700 091.
- 11-18) The SDO/ Salt Lake Roads Sub-Division/ Salt Lake Drainage Sub-Division/ Salt Lake Reclamation Sub-Division-I & II/ Salt Lake Survey Sub-Division/ Salt Lake Water Supply Sub-Division/ Salt Lake Sewerage Sub-Division/ Salt Lake Electrical Sub-Division/ Salt Lake Mechanical Sub-Division.
- 19-20) Accounts branch / Office Notice Board.

M. Mahapatra
EXECUTIVE ENGINEER

SALT LAKE RECLAMATION DIVISION

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27/16