

ULUBERIA MUNICIPALITY

O.T. ROAD,BAZARPARA,ULUBERIA
HOWRAH

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Notice Inviting E-Tender

Memo No. ...UM/342.

Dated:..26.02.2015.

Notice Inviting e-Tender No. **WBMAD/Uluberia/NIT- 2e/2014-15** of The Executive Officer,Uluberia Municipality, invites e-tender for the work detailed in the table below.

(Submission of Bid through online)

List of Schemes:-

Sl. No	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Price of Technical & Financial Bid documents and other annexures (Rs.)	Period of Completion	Name of the Concerned Officer	Eligibility of Contractor
(1)	(2)	(3)	(4)	(5)	(6)	(7)	
1.	ESTIMATE FOR CONSTRUCTION OF B/P ROAD FROM BABLU SK.'S HOUSE TO BARIAL GROUND AT BADEEP, IN WARD NO.- 22.	7,73,781.00.	15,476.00	Nil (Ref : Sl. 36 of this NIT)	3 (Three) months from the date of commencement	Assistant Engineer, Uluberia Municipality	Bonafied, resourceful Contractor (Ref : Sl 6 of this NIT)

C.1 In the event of e-filling, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary ~~cost of tender documents (tender fees)~~ and Earnest Money may be remitted through Demand Draft / Pay Order / Bank Guarantee issued from any nationalized bank in favour of the **"THE EXECUTIVE OFFICER,ULUBERIA MUNICIPALITY" payable at KOLKATA** and also to be documented through e-filling. The original Demand Draft / Pay Order / Bank Guarantee against ~~tender fees~~, Earnest Money Deposit (EMD) or documents in support should be submitted physically in the Tender Box kept at the office of Director (Pl. & Dn.), Uluberia Municipality under sealed cover before 24 Hrs. of the date and time of opening of tender.

C.2 Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in> .

C.3 Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 15.

C.4 The Technical Bid/Proposal is submitted in two parts. The two parts of the proposal are :-

(i) Part – 1 : Technical proposal

- Folder 1 : Prequalification documents.
- Folder 2 : Technical submission by bidder.

(ii) Part – 2 : Financial proposal

C.5 Folder 1 of Part-1 of the Technical proposal would be first opened and evaluated by the 'Tender Evaluation Committee' formed by The Executive Officer, Uluberia Municipality and firms meeting the eligibility criteria

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as mentioned under Sl. 4 below would be considered for further evaluation of Folder 2 of Part-1 of the by the 'Tender Evaluation Committee' formed by. Folder 2 of Part-1 of the proposal would be opened and evaluated for the firms who have been qualified in Folder 1 of the Technical proposal. The Financial proposal of only those firms, who score qualifying marks in the Folder 2 of Technical Proposal would be opened and evaluated. ~~The final selection of the firm will be based on the basis of the lowest contract price offered by the firm in Part-2 : Financial Proposal of the tender document.~~ The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

6 . Eligibility criteria for participation in the tender :

6.1 . The prospective bidders shall have satisfactorily completed as a prime agency during the last 5 (five) years from the date of issue of this Notice at least one work of similar nature & single work order under authority of State / Central Government, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government and having a magnitude of 40 % (forty percent) of the amount put to tender.

[Non-statutory documents]

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

6.2 . ~~The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one Civil Engineering Degree holder and one Civil Engineering Diploma holder (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation.)~~

[Non-statutory documents]

6.3 . Income Tax Return Acknowledgement for the latest Assessment year, P.T. Deposit Challan for the year 2013-2014, Pan Card, VAT Registration Certificate are to be accompanied with the Technical Bid Documents.

[Non-statutory documents]

6.4 . ~~The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.)~~

6.5 . The Working Capital shall not be less than 15 % (fifteen percent) of the amount put to tender out of which minimum 10 % shall be of applicant's own resource .

6.6 . ~~In case of Proprietorship, Partnership Firms and Company, Tax Audit Report in 3 CD Form are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant's name in such enclosure will be entertained .~~

[Non-statutory documents]

6.7 . The prospective bidders should own or arrange through lease hold registered agreement, the required plant and machineries . Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted . (Ref. Form- IV , Section - B)

[Non-statutory documents]

6.8. Registered Partnership Deed for Partnership Firm is to be submitted. The company shall furnish the Article of Association and Memorandum .

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

[Non-statutory documents]

6.9. ~~Registered Unemployed Engineers' Co-operative Societies / Labour Co-operative Societies are required to furnish valid Bye Law , Current Audit Report, Minutes of last A.G.M. along with other relevant supporting papers.~~

[Non-statutory documents]

6.10. **Joint Ventures will not be allowed .**

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

7. The prospective tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.

8. Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill is **20 (Twenty) lakh** or 30 % of the tendered amount whichever is less . Provisions in Clause(s) 7 , 8 & 9 contained in W.B . Form No. 2911 (ii) so far as they relate to quantum and frequency of payment are to be treated as superseded .

9. Adjustment of price vide notification no. 23 -CRC /2 M -6 1 /2 0 0 8 dated: 13 /0 3 /2 0 0 9 and no. 38 -CRC /2 M -6 1 /2 0 0 8 dated:20 /0 4 /2 0 0 9 in respect of construction materials shall not be applicable . The bidders shall quote their rate accordingly.

10. **No mobilisation advance and secured advance will be allowed .**

11. **Security Deposit:** Retention money towards performance Security amounting to 10 % (ten percent) of the value of the work shall be deducted from the running account bill of the tenderer as per prevailing order. No interest will be paid on Security Deposit.

12. Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials , labour shed, laboratory etc. at their own cost and responsibility.

13. All materials required for the proposed work including cement and steel shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufactured accordingly and shall be procured and supplied by the agency at their own cost including all taxes. Authenticated evidence for purchase of cement and steel are to be submitted along with challan and test certificate. If required by the Engineer-in-Charge, further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.

14. Constructional Labour Welfare CESS @ 1 % (one percent) of cost of construction will be deducted from every Bill of the selected agency .
15. **There shall be no provision of Arbitration . The Clause No . 25 of 2911 (ii) is omitted vide Notification No . 558 /SPW Dated : 13 th December, 2011 of the Secretary, P .W . Department .**
16. Bids shall remain valid for a period not less than 1 2 0 (one hundred twenty) days from the last date of submission of Financial Bid . If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
17. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	27/02/2015 at 06:00 A .M .
2	Documents download / sale start date (online)	27/02/2015 at 10:00 A .M .
3	Bid submission start date (online)	27/02/2015 at 10 :30 A .M .
4	Bid Submission closing date (online)	07/03/2015 at 7:00P.M .
5	Last date & time of submission of Demand Draft / Pay Order against Earnest Money Deposit to The Office of The Executive Officer, Uluberia Municipality Uluberia, Howrah. (offline)	09/03/2015 upto 05:00 P .M.
6	Bid opening date for Technical Proposals - Folder 1 : Prequalification Documents (online)	10/03/2015 at 11:00 A .M.
7	Date of uploading list for Qualified Bidder in Folder-1: Prequalification Documents (online)	After evaluation of Prequalification Documents
8	Bid opening date for Technical Proposals - Folder 2 : Technical submission by bidder (online)	To be notified latter on .
9	Date of uploading list for Technically Qualified Bidder in Folder 2 : Technical submission by bidder (online)	After evaluation of Technical Submission by bidder
10	Date for opening of Financial Proposal (online)	To be notified latter on .

18. **Clause No . 17 of CONDITIONS OF CONTRACT of the printed W .B . Form No . 2 9 1 1 (ii) shall be substituted by the following :**

Clause 17 : If the contractor or his workmen or servants or authorized representatives shall break , deface, injure, or destroy any part of 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 damage shall

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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 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 this contract or otherwise, that may be then, or at any time thereafter 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 conclusive 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 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 issuance of the certificate, 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 45 (forty five) days with effect from the date of submission thereof by the contractor, the amount payable to the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor within the said period of 45 (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 hereunder:-

- (i) **30 % (thirty percent)** of the security deposit shall be refunded to the contractor on expiry of **1 (one) year** after the issuance of certificate of completion of work;
- (ii) Further **30 % (thirty percent)** of the security deposit shall be refunded to the contractor on expiry of **2 (two) years**.
- (iii) The balance **40 % (forty percent)** of the security deposit shall be refunded to the contractor on expiry of **3 (three) years**.

Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. The work may be of original or special repair in nature or a combination thereof, or of original or special repair in nature in combination with the work(s) of repair and/or maintenance in nature;

Provided that in respect of the work of repair or maintenance in nature or a combination thereof, the words **3 (three) years** wherever appearing in this Clause shall be deemed to be **1 (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 **1 (one) year** after the issuance of certificate of completion of work by the Engineer-in-Charge.

19. The following paragraph shall be added to the Interpretation Clause of CONDITIONS OF CONTRACT of the printed W.B. Form No. 2911 (ii) :-

“The word ‘Government’ means the Government of the State of West Bengal in Public Works Department.”

20. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
21. Earnest Money : The amount of Earnest Money @ 2 % (two percent) of the Estimated Amount put to tender in the shape of Bank Draft / Pay Order of any nationalised / scheduled bank drawn in favour of the “The Executive Officer, Uluberia Municipality” payable at Kolkata against the work ~~or Fixed Security Deposit of Rs. 12,50,000 / (Rupees twelve lakhs fifty thousand) only~~. This clause is also applicable for all categories of applicants except those are exempted as per prevailing Government Order.
22. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense .
23. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids , cost of Bidding shall not be reimbursed by the Department. Uluberia Municipality reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
24. **Refund of EMD : The Earnest Money of all the unsuccessful tenderers deposited in favour of the concerned Executive Engineer will be refunded by the said Executive Engineer on receipt of application from tenderers on the basis of P.W.D. Accounts Branch’s Notification No. 451 - A /PW /O /10 C -3 5 /1 0 dated: 2 6 /0 7 /2 0 1 1 .**
25. **Conditional / Incomplete tender will not be accepted under any circumstances.**
26. **The intending tenderers are required to quote the rate online in the space marked for quoting rate in the B.O.Q.**
27. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act.1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time .
28. Guiding Schedule of Rates: Rates have been taken from P.W.D. (W.B.) Schedule of Rates for

“Road & Bridge Works ” effective from 14th November, 2008, and also for “Building Works ” and “Sanitary & Plumbing Works” effective from 1st August 2010 along with upto date corrigenda & addenda and approved rates of the Superintending Engineer, Bidhannagar Circle, Public Works Directorate, Government of West Bengal.

- 29 . During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 30 . ~~HRBC reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.~~
- 31 . Before issuance of the WORK ORDER , the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.
- 32 . If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:
- (a) West Bengal Form No . 2911 (ii),
 - (b) N .I.T .,
 - (c) Special Terms & Conditions,
 - (d) Technical Bid and
 - (e) Financial Bid

33 . Qualification Criteria :

The tender inviting and Accepting Authority through a “Tender Evaluation Committee” will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

- (a) Financial Capacity
- (b) Technical Capability comprising of personnel & equipment capability
- (c) Experience / Credential

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

- 34 . **No price preference and other concession as per order no .1110 F dated :10 / 0 2 / 2 0 0 6 will be allowed .**

- 35 . This N.I.T . shall form a part of the contract document. The successful bidder on acceptance of his bid by the Accepting Authority , shall have to sign the contract consisting of N.I.T ., all tender documents forming part of the bid as uploaded at the time of invitation of bid, the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto and standard W .B . Form No. 2911(ii) (Ref. Sl. No. A .9 . Section - A) .
- 36 . **Cost of Tender Documents:** The intending Tenderers shall not have to pay the cost of tender documents for the purpose of participating in e-tendering vide Notification No . 199 -CRC /2 M -10 /2 0 1 2 dated 21/1 2 /2 0 1 2 of the Secretary , Public Works Department, Government of West Bengal. However, the successful bidder shall have to pay the cost of contract documents @ **Rs. 300.00 (Three hundred) only** at the time of formal agreement.

Executive Officer
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SECTION - A

INSTRUCTION TO BIDDERS

A . General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

A .1 . Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System , through logging on to <https://etender.wb.nic.in> (the web portal of) . The contractor is to click on the link for e -Tendering site as given on the web portal.

A .2 . Digital Signature certificate (DSC):

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A .1 . above. DSC is given as a USB e-Token.

A .3 . The contractor can search and download N.I.T ., Tender Document(s) and Addenda & Corrigenda (if any) electronically from computer once he logs on to the website mentioned in Clause A .1 . using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

A .4 . Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm . If found to have applied severally in a single job all his applications will be rejected for that job.

A prospective bidder (including his participation in partnership) shall be allowed to participate in single road / building work as mentioned in the list of schemes.

A .5 . Submission of Tenders:

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

A .5 .1 . Technical Proposal:

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

A .5 .1 .1 . Statutory Cover Containing the following documents:

- (i) Prequalification Application (Ref: Sec-B , Form - I, Page 17 of this N .I.T .)
- (ii) Demand Draft / Bankers Cheque or Bank Guarantee towards Earnest Money (EMD) as prescribed in the N .I.eT . against the work in favour of The Executive officer, Uluberia Municipality, payable at Kolkata.
- (iii) Tender Form No . 2911 (ii) & N.I.T . (download properly and upload the same Digitally Signed). The rate will be quoted in the B .O .Q . Quoted rate will be encrypted in the B .O .Q . under Financial Bid. In case quoting any rate in Tender West Bengal Form No .2911(ii), the tender is liable to be summarily rejected .
- (vi) Special terms & conditions and specification of works.

A .5 .1 .2 . Non -statutory Cover Containing the following documents :

- (i) Professional Tax(PT)deposit receipt challan for the financial year 2013-14 ,Pan Card, ITR Acknowledgement for the Assessment year 2013-14, VAT Registration Certificate.
- (ii) Registration Certificate under Company Act. / Trade Licence as the case may be.
- (iii) Registered Deed of partnership Firm / Article of Association & Memorandum .
- (iv) Power of Attorney (For Partnership Firm / Private Limited Company) .
- (v) Valid bye laws , current Audit Report, Minutes of last AGM are to be submitted by the Registered Labour Co-Operative Society / Engineers' Co-Operative Society.
- (vi) List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill [Ref.:- Sl. No. 6 .8 of this N .I.T . and (Section -B , Form IV)]
- (vii) List of laboratory Instrument along with authenticated Invoice & Challan . (Ref.:- Sl. No . 7 of this NIT).
- (viii) List of Technical staffs along with structure & organization (Section - B , Form -III).
- (ix) Credential for completion of at least one similar nature of work under the authority of State / Central Government, statutory bodies constituted under the statute of the State / Central Government / Central Government undertaking having a magnitude of 40 % (forty percent) of the Estimated amount put to tender during the last 5 (five) years prior to the date of issue of this N .I.T . is to be furnished. [Ref.:- Sl. No. 6 .1 . of this NIT and (Section -B , Form - V)]. Scanned copy of Original Credential Certificate as stated in Sl. No. 6 .1 . of N .I.T .
- (xi) Financial Statement (Ref.:- Section - B , Form - II).
- (xii) Affidavits (Ref.:- format shown in "X ", Section - B & format for general affidavit shown in "Y ", Section - B)
- (xiii) Certificate of revolving line of credit by the Bank (if required) (Ref.:- Section - B , Form - VI).
- (xiv) Format for Bank Guarantee for EMD
- (xv) Technical submission by bidder consisting of
 - a) General approach and methodology proposed for carrying out different services like survey, planning, design, preparation of work drawings, as built drawings, target - achievement report of works, different field work items as per BOQ and scope of works etc. including all other related information as deemed relevant.

- b) A detail work programme and bar chart indicating quantity, timing and duration of all major items of works.
- c) Quality Assurance Plan : The plan shall contain information elaborating the proposed method of achieving generally MOSRTH specified quality standards for each work items including materials & work specifications, provisions of field quality testing laboratory as well as central quality testing laboratory, frequency of quality testing as also quality control staff, management etc.
- d) Adequate proposal ensuring any adverse environmental impact is minimized during construction.

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

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

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

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ol style="list-style-type: none"> 1. VAT & Service Tax Registration Certificate & Acknowledgement. 2. PAN. 3. P Tax (Challan) (2012-13). 4. Latest IT Receipt. 5. IT-Saral for Assessment year 2011-12.
B.	Company Detail(s)	Company Detail -1	<ol style="list-style-type: none"> 1. Proprietorship Firm (<i>Trade License</i>) Section –B Form-II [Structure & Org.] 2. Partnership Firm (<i>Partnership Deed, Trade License</i>) 3. Ltd. Company (<i>Incorporation Certificate, Trade License</i>) 4. Society (<i>Society Registration Copy, Trade License</i>) 5. Power of Attorney, Memorandum of Association and Articles of Association of the Company.
C.	Credential	Credential -1 Credential -2	<ol style="list-style-type: none"> 1. Similar nature of work done & completion certificate which is applicable for eligibility in this tender as per Form –IV Section –B.
D	Equipment	Machineries	<ol style="list-style-type: none"> 1. Authenticated copy of Invoice Challan & Waybill as per Form – III, Section-B (machinery) 2. Authenticated copy of Invoice, Challan as per Form – III, Section-B (laboratory)
E.	Financial Information	Work in hand	<ol style="list-style-type: none"> 1. Financial Statement (Section - ‘B ’, Form - II) duly filled up with bid capacity . 2. Affidavits - X and Affidavits - Y . 3. Certificate of revolving line of credit by the Bank .
		Profit & Loss A /c. and Balance Sheet for the financial year 2012 - 2013 .	Profit & Loss A /c. and Balance Sheet (with Annexure and 3 CD form in case of Tax Audit)
		Profit & Loss A /c. and Balance Sheet for the financial year 2011 - 2012 .	Profit & Loss A /c. and Balance Sheet (with Annexure and 3 CD form in case of Tax Audit)
		Profit & Loss A /c. and Balance Sheet for the financial year 2010 - 2011 .	Profit & Loss A /c. and Balance Sheet (with Annexure and 3 CD form in case of Tax Audit)

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Executive Officer
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F.	Man Power	Technical Personnel	List of Technical Staffs with Qualifications & Experience along with Structures & Organization.
G.	Technical submission by bidder	Technical Data	<ol style="list-style-type: none"> 1. General approach and methodology 2. Work programme and bar chart 3. Q. A. Plan 4. Proposal to minimize adverse environmental impact.

A .5 .2 . Tender Evaluation Committee (TEC)

A .5 .2 .1 .Evaluation Committee constituted as per Order of the Executive officer,Uluberia Municipality will function as Evaluation Committee for selection of technically qualified contractors.

A .5 .2 .2 . Opening & evaluation of tender:

If any contractor is exempted from payment of EMD , copy of relevant Government Order needs to be furnished.

A .5 .2 .3 . Opening of Technical Proposal:

Technical proposals will be opened by the authorized representative electronically from the website using their Digital Signature Certificate (DSC) .

A .5 .2 .4 .Intending tenderers may remain present if they so desire.

A .5 .2 .5 .Cover (folder) for Statutory Documents (Ref. Sl. No . A .5 .1 .1 .) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. A.5 .1 .2 .) will be opened .

A .5 .2 .6 .Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

A .5 .2 .7 . Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals .

A .5 .2 .8 . During evaluation the committee may summon of the tenderers & seek clarification / information or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame , their proposals will be liable for rejection.

A .5 .3 . Financial Proposal

A .5 .3 .1 . The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ) . The contractor is to quote the rate (Presenting Above / Below / At per) online through computer in the space marked for quoting rate in the BOQ .

A .5 .3 .2 . Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

A.6. Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.T. to be derived from the information furnished in **FORM - II** (Section - B) i.e., Financial Statement. If an applicant feels that his / their Working Capital beyond own resource may be insufficient, he / they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting / Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Engineer-in-Charge / Employer.

The audited Balance sheet for the last 3 (three) years, net worth, bid capacity, etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing long term profitability including an estimated financial projection of the next two years.

A.7. 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, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

A.8. Rejection of Bid:

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

A.9. Award of Contract

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.

The notification of award will constitute the formation of the Contract.

The Agreement in West Bengal Form No. 2911(ii) will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost (Ref: Sl. 36 of this N.I.T.) through Demand Draft / Pay Order issued from any nationalised / scheduled bank in favour of the Executive Engineer of the concerned work within time limit to be set in the letter of acceptance.

Executive Officer
Uluberia Municipality

SECTION - B
FORM - I
PRE-QUALIFICATION APPLICATION

To
The Executive Officer,
Uluberia Municipality,
Uluberia, Howrah.

Ref : Tender for
(Name of work)
.....
NIeT No. WB/ 14-15 (Sl. No.)
of the Executive Officer, Uluberia Municipality, Uluberia Howrah..

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.T. documents, I/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of
in the capacity
duly authorized to submit the order.

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

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

We understand that:

- (a) Tender Inviting & Accepting Authority / Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority / Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclosure (s) : e -Filling :-

- 1 . Statutory Documents.
- 2 . Non Statutory Documents.

Date:

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

SECTION - B
FORM - II
FINANCIAL STATEMENT

- B. 1 Name of Applicant :
- B. 2 Summary of assets and liabilities on the basis of the audited financial statement of the last three financial years.
(Attach copies of the audited financial statement of the last three financial years)

	Year 2010-2011 (Rs. In lakh)	Year 2011-2012 (Rs. In lakh)	Year 2012-2013 (Rs. In lakh)
(a) Current Assets: (It should not include investment in any other firm)			
(b) Current liabilities: (It should include bank over draft)			
(c) Working Capital: (a) – (b)			
(d) Net worth: (Proprietors Capital or Partners Capital or Paid up Capital + Resource & Surplus)			
(e) Bank Loan / Guarantee :			

B. 3 Annual value of construction works undertaken:

Work in hand i.e. Work Order issued	As on 31/03/2013	As on 31/03/2012	As on 31/03/2011

.....
Signed by an authorized officer of the firm

.....
Title of the officer

.....
Name of the Firm with Seal

Date :

Seal and Signature of the Tenderer

Executive Officer
Uluberia Municipality

SECTION - B

AFFIDAVIT - "X"

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

Work in progress				Work Order issued but work not started		
Sl. No.	Name of the work with Tender No.	Estimated Amount	% of work executed	Sl. No.	Name of the work with Tender No.	Tendered Amount

.....
Signed by an authorized officer of the firm

.....
Title of the officer

.....
Name of the Firm with Seal

Date :

SECTION - B

AFFIDAVIT - "Y"

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

- 1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm nor any of constituent partner had been debarred to participate in tender by the P.W. & P.W. (Roads) Department during the last 5 (five) years prior to the date of this N.I.T.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
5. Certify that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.
6. Certify that the rates have been offered for carrying out and completing the work to the satisfaction of the Department by taking due consideration of all factors after inspection of the work site and going through the detailed Notice Inviting e-Tender and schedule of probable items of work with approximate quantities and other documents.

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date :

SECTION - B

FORM - III

STRUCTURE AND ORGANISATION

A . 1 Name of Applicant :

A . 2 Office Address :
.....
.....
.....
.....

Telephone No . :

Fax No. :

A . 3 Name and Address of Bankers:
.....
.....
.....

A . 4 Attach an organization chart showing the structure of the company with names of Key : personnel and technical staff with Bio-data.

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

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

SECTION - B

FORM - IV

Contractor's Equipment

Name of the Applicant:

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment which the Contractor must own or arrange through lease hold registered agreement. The contractor must furnish the documents in support of ownership or lease hold registered agreement.

Sl. No.	TYPE OF EQUIPMENT	CAPACITY	SUPPORTING DOCUMENTS
1	Concrete Mixer Diesel or Electric operated with a minimum size of 200 litres automatic water measuring system and integral weigher (Hydraulic / Pneumatic type)		
2	Batching Plant / Mixing Plant		
3	Equipment of Transporting and placing concrete		
4	Transit Mixer for transportation for ready mix concrete		
5	Tilting Drum Mixer (Output 100 litres)		
6	Sand Blast Machine		
7	Floor grinding and polishing machine		
8	Slump Cone		
9	I.S . Sieves		
10	Bar bending machine		
11	Cube testing machine		
12	Weight machine		
13	Glass measuring cylinder		
14			
15			
16			
17			
18			

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

SECTION - B

FORM - V

Experience Profile

Name of the Firm :

List of projects completed that are similar in nature to the works having more than 40 % (forty percent) of the project cost executed during the last 5 (five) years.

Name of Employer	Name, Location & Nature of work	Name of Consulting Engineer responsible for supervision	Contract Price in Indian Rs.	Percentage of Participation of company	Original date of start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion of work	Reasons for delay in completion (if any)

Note:

- (a) Certificate from the Employers to be attached
- (b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

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

SECTION - B

FORM - VI

Bank Solvency Certificate

This is to certify that(name of firm) is a reputed company with a good financial standing .

If the contract for the work, namely “.....” against Notice Inviting e-Tender No. of the Executive Officer, Uluberia Municipality, Uluberia, Howrah is awarded to the above firm , we shall be able to provide overdraft / credit facilities to the extent of Rs. (Rupees) only to meet their working capital requirements for executing the above contract during the contract period.

.....
Signed by an authorized officer of the firm

.....
Title of the officer

.....
Name of the Firm with Seal

Date :

SECTION - B
FORM - VII

(To be given only by the Bidders who has submitted EMD in the shape of Bank Draft / Pay order in the 1st Call against Notice Inviting e-Tender No. WB/..... of the Executive Officer, Uluberia Municipality, Uluberia, Howrah.

UNDERTAKING

The undersigned do hereby undertake that the earnest money which was submitted in the shape of Bank Draft / Pay Order vide no. "....." dated "....." drawn in favour of the "Executive Officer, Uluberia Municipality" payable at Kolkata in the 1st Call against Notice Inviting e-Tender No. of the Executive Officer, Uluberia Municipality, Uluberia, Howrah, for the work "....." has not been withdrawn by our/my firm " " from Office of the Notice Inviting Authority and am willing to use the same Bank Draft / Pay Order in respect of earnest money deposit for this 2nd Call of the said work vide Notice Inviting e-Tender No. of the Executive Officer, Uluberia Municipality, Uluberia, Howrah.

.....
Signed by an authorized officer of the firm

.....
Title of the officer

.....
Name of the Firm with Seal

Date :

SECTION - C

Special Terms and Conditions

C.1 General:

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned either in -

Public Works Department Schedule of Rates for Building Works and Sanitary & Plumbing Works in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concerned Circle at the time of submission of tender, or in

Public Works (Roads) Department Schedule of Rates for Road Works, Bridge & Culvert Works and Carriage, etc. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any, issued by the Superintending Engineer, Bridge Planning Circle, or in

Latest edition of the book of 'Specification for Road and Bridge Works' of the M.O.R.T. & H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works and relevant I.S. Code.

C.2 Definitions and Commencement of work:

- 2.1 The terms "Contractor" shall mean and include the person or persons, firm or company whose tender for the captioned work has been accepted by THE EXECUTIVE OFFICER on its behalf as specified and in the case of natural persons, him/her, his/her heirs, executors and administrators and in the case of a partnership firm, the partner or partners for the time being of the firm.
- 2.2 The term "Work" shall mean the activities as stated in the contract.
- 2.3 The term "Letter of Intent" shall mean and include the terms and conditions of contract, Letter of acceptance, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the Bidder by the Commissioners and any other document forming part of the contract.
- 2.4 The term "Contract Price" shall mean the aggregate value of PART A : BOQ after application of Contractual percentage and PART B : BOQ as per rates quoted by the bidder with application of discount (if there be any) on the aggregate value excluding Provisional Sums as worked out in the Summary Sheet of Bill of Quantities.
- 2.5 The "Authorized representative" shall mean any officer authorized by the Uluberia Municipality to act on behalf of the Uluberia Municipality.
- 2.6 The term "Government" shall mean the Government of West Bengal and shall include the Governor of West Bengal.
- 2.7 The term "Governor of West Bengal" shall mean and include his successors and assigns.
- 2.8 The term "Commissioner" shall mean The Executive Officer, Uluberia Municipality.
- 2.9 The term "Employer" shall mean the Executive Officer, Uluberia Municipality and include his successor and assign.
- 2.10 The term "Site" means the location provided by the Uluberia Municipality where the stipulated work as per the scope of contract is to be carried out.
- 2.11 The term "Engineer" means the Assistant Engineer, Uluberia Municipality appointed by the Employer to act as Engineer for the purposes of the Contract.
- 2.12 The term "Engineer's Representative/Assistant" means a person appointed from time to time by the Engineer who will be responsible to the engineer and shall carry out such duties and exercise such authority as may be delegated to him by the engineer.
- 2.13 The term "Resident Engineer" means a person appointed by Uluberia Municipality on contract or through agency and deemed to be delegated by the Engineer as Engineer's Representative.
- 2.14 The term "Field Engineer" means a person appointed by Uluberia Municipality through agency and deemed to be delegated by the Engineer as Engineer's Representative.

Any communication given by the engineer's representative/assistant to the contractor shall have the same effect as though it had been given by the engineer. If the contractor questions any communication of the engineer's representative/assistant he may refer the matter to the engineer who shall confirm, reverse or vary the contents of such communications.

- 2.15 "Contract" means this conditions, the specification the drawings, the bill of quantities, the tender, the letter of intent, the letter of acceptance, the contract agreement and such further documents as may be expressly incorporated in the letter of intent, letter of acceptance or contract agreement.
- 2.16 "Specifications" means the Technical specification of the works included in the contract and any modifications thereof or additions thereto submitted by the contractor and approved by the engineer.
- 2.17 "Bill of quantities" means the priced and completed bill of quantities forming part of the tender.
- 2.18 Interpretation: Words importing persons or parties shall include firms, companies and corporations and any other organization having legal capacity.
- 2.19 Singular and Plural: Words importing the singular only also include the plural and vice versa where the context so requires.
- 2.20 Notices, Consents, Approvals, Certificates and Decisions: Where ever in the contract provision is made for the giving or issue of any notice, consent or approval or certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify" or "Decide" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

Notices of any other action to be taken on behalf of the Uluberia Municipality may be given/taken by the engineer/authorized representative duly authorized for the purpose on its behalf.

The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

C.3 Engineer's Authority to Delegate:

- 3.1 The Engineer may from time to time delegate to the Engineer's Representative / Assistant any of the duties and authorities vested in the Engineers and he may at any time revoke such delegation.
- 3.2 Any failure of the Engineer's Representative / Assistant to disapprove any work, materials or Plant shall not prejudice the authority of the Engineers to disapprove such work, materials or plant and to give instructions for the rectification thereof.
- 3.3 If the Contractor questions any communication of the Engineer's Representative / Assistant he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communications.

C.4 Terms & Conditions in extended period:

As per Clause 5 of W.B.F. No. 2911 (ii) if an extension of time for completion of the work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated upto the extended period.

C.5 Co-operative with other agencies, damages and safety of road users:

All works are to be carried out in close co-operation with the Department and other contractor(s) that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality, etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge, are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

C.6 Transportation arrangement:

The contractor shall arrange for all means of transport required for carriage and supply of materials and also the materials required for the construction work. The contractor must consider this aspect while quoting rate.

C.7 Contractor's Site Office:

The contractor shall have an office adjacent to the work as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's authorised agent or representative. For such intimation to the contractor's site office, it shall be deemed to be sufficient enough to be served upon the contractor.

C.8 Incidental and other charges:

The cost of all materials, hire charges to tools and plants, labour, Corporation / Municipal fees for water supply, royalty for materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, toll charges, loading and unloading charges, handling charges, overhead charges and other charges like Sales Tax (Central and/or State), Income Tax, Octroi Duty / Terminal Tax, Turnover Tax, VAT, etc. will be deemed to have been covered by the rates quoted by the contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-Charge of the work. No extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

C.9 Authorised Representative of Contractor:

The contractor shall not assign the agreement or sublet any portion of the work. The contractor may however, appoint an authorised representative in respect of one or more of the following purpose only.

- C.1 General day to day management of work.
- C.2 To give requisition for departmental materials, Tools & Plants, etc. and to receive the same and sign hand receipts thereof.
- C.3 To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

The selection of the authorised representative shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative whom he wants to appoint and the specific purposes as specified here-in-above, for which the representative will be authorised. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall not be bound to assign any reason for his revised directions. Any notice, correspondences, etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor.

C.10 Power of Attorney:

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department shall not be bound to take cognizance of such power of attorney.

C.11 Extension of time:

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, enhanced cost of materials and labour and hire charges of tools & plants, etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of 2911.

C.12 Contractor's Godown:

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised floor is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Cement, which is found at the time of use to have been damaged, shall be rejected and must immediately be removed from the site by the contractor as per direction of the Engineer-in-Charge.

C.13 Arrangement of Land:

The contractor will arrange land for installation of his Plants and Machineries, his godown, storeyard, 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 Competent Authority.

C.14 Use of Government Land:

Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-Charge will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority. The contractor shall make his own arrangements for storage of tools, plant, equipments, materials, etc. of adequate capacity and shall clear and remove on completion of work, the shed, huts, etc. which he might have erected in Government land. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

C.15 Work Order Book:

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order Book to Sub-Divisional Officer / Assistant Engineer Concerned, who is authorised to receive and keep in custody the Work Order Book on behalf of the Engineer-in-Charge. The Work Order Book shall be kept at the site of work under the custody of Sub-Divisional Officer / Assistant Engineer or his authorised representative. The Work Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorised representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorised representative may take away the triplicate page of the Work Order Book for his own record and guidance.

Cases of supplementary items or any claims may not be entertained unless supported by entries in the Work Order Book or any written order from the Tender Accepting Authority.

The first page of the Work Order Book shall contain the following particulars:

- C.1 Name of the Work.
- C.2 Reference to contract number.
- C.3 Contractual rate in percentage.
- C.4 Date of opening of the Work Order Book.
- C.5 Name and address of the Contractor.
- C.6 Signature of the Contractor.
- C.7 Name & address of the Authorized representative (*if any*).
- C.8 Specific purpose(s) for which the contractor's representative is authorized to act on behalf of the Contractor.
- C.9 Signature of the authorized representative duly attested by the Contractor.
- C.10 Signature of the Sub-Divisional Officer / Assistant Engineer concerned.
- C.11 Date of actual completion of work.
- C.12 Date of recording final measurement.

Entries in (xi) & (xii) above shall be filled in on completion of the work and before the Work Order Book is recorded in the Office of The Sub-Divisional Officer / Assistant Engineer.

C.16 Clearing of Materials:

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structure or obstruction including pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

C.17 Sundry Materials:

The contractor must erect temporary pillars, master pillars, etc. as may be required in suitable places as directed by the Engineer-in-Charge at his own cost before starting and during the work by which the departmental staff will check levels, layout of different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodalite etc. and other sundry material like, pegs, strings, nails, flakes, instruments, etc. and also skilled labour required for setting out the levels, laying out different structures, etc. shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost.

C.18 Supplementary / Additional items of Works:

18.1 The Engineer shall have power to make any alteration in, omissions from, additions to or substitutions for, the original specifications, drawings, design and instruction, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same condition in all respects on which they agreed to do the main work and at the same rates, if any, may be specified in the tender for the main work with application of contractual percentage rate and discount, if there be any specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Specifications for PWD (WB) schedule of rates for Building and S&P Works(effective from 01.08.2010) with the latest corrigendum (4th Corrigendum dated 10.12.12). For any kind of road works like internal campus roads, pathways, culverts etc. P.W.(Roads) Dept. Schedule of Rates effective from 14.11.2008 with latest Corrigendum (7th Corrigendum, dated 30.04.2012) shall be followed for analysis of rates of supplementary items instead of PWD Schedule. When such rates are determined on analysis from Schedule of Rates of PWD and or PW (Roads) Dept stated above, contractual percentage rate and discount, if there be any specified in the tender for the main work shall be applicable. Rates which are not available in the PWD schedule of rates, or P.W.(Roads), schedule of rates analysis of rate for the item has to be worked out from current market rate of materials and labour. Final rate based on current market rate of materials should be arrived with application of 10% overhead plus 10% profit on value of materials and labour (if applicable) procured from market.

In support of market rates at least three quotations from bonafied concerns have to be furnished. In the event of disagreement by the contractor the rate fixed by the Engineer in the consultation with the Employer shall be final and binding.

The value of supplementary or substituted items, analysis of which would be fixed based on current market rates of materials, labour etc., shall not be subjected to application of Price Adjustment clause no 52 of the General Condition of Contract and the rates so analysed will not be subjected to application of contractual percentage rate and discount, if there be any, in the tender for main work.

18.2 The authority of the Engineer to order and determine the rate of supplementary work is limited to 5 (five) % of the contract price. If the variation or supplementary amount of work exceeds the above aforesaid limit, prior approval of employer has to be taken by the Engineer for ordering and fixing rates of such works.

C.19 PROVISIONAL SUMS:

In the Summary Sheet of Bill of Quantities under Part C, the item designated as Supplementary Works is provided as Provisional Sums for payment of execution of any part of works or for supply of goods/materials/any kind of services etc. as supplementary works as per C.18 of Section C, Special Terms and Conditions which sum may be used on the instruction of the Engineer.

C.20 MEASUREMENT

- 20.1 The quantities set out in the bill of quantities are the estimated quantities for the work and these are not to be taken as the actual and correct quantities of the works to be executed by the Contractor to fulfill his obligation under the contract.
- 20.2 The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of work in accordance with the contract. For the purpose, the Contractor shall send request for inspection to the Engineer or his delegated representatives to inspect and take measurements of works completed. The request for inspection should be sent well in advance in consultation with the Engineer. Before covering any item of work the contractor shall be responsible to get the measurements of the items to be covered to be jointly measured and recorded for subsequent incorporation in the bills for payment. For the purpose of measuring such permanent works as are to be measured by records and drawings the contractor shall prepare records and drawings jointly with the Engineers or his delegated representatives as the work proceeds and shall be signed jointly by both of them for incorporation in the payment bills.

All measurements for permanent works for the purpose of payment shall be recorded in printed measurement sheets to be signed jointly by the contractor's authorized representative and the Resident Engineer or Field Engineer appointed by HRBC on contract or through agency to work as delegated representatives of the Engineer. Resident Engineer shall check measurements of works valued at least 20% of work bill amount and certify compliance accordingly before forwarding the bill to the Engineer.

C.21 Covered up works:

When one item of work is to be covered up by another item of work the latter item shall not be done before the former item has been measured up and has been inspected by the Engineer-in-Charge or the Assistant Engineer, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. If this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Assistant Engineer, may do this inspection in respect of minor works and issue order regarding the latter item.

C.22 Approval of Sample:

Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-Charge and checking the quality of such materials shall have to be done by the concerned Department or as directed by Engineer-in-Charge prior to utilization in the work.

C.23 Water and Energy:

The contractor shall have to arrange at his own cost the energy required for operation of equipments and machineries, pumping set, illuminating work site, office, etc. that may be necessary in different 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. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

C.24 Amenities for contractors:

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for staff & crews, medical aids, etc. are to be arranged by the contractor at his own cost. The cost of transport of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

C.25 Drawings:

All works shall be carried out in conformity with the drawings supplied by the Department. The Contractor shall have to carry out all the works according to the departmental General Arrangement Drawing and Detail Working Drawings to be supplied by the Department from time to time.

C.26 Serviceable Materials:

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to the Engineer-in-Charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.

C.27 Unserviceable Materials:

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.

C.28 Contractor's risk for loss or damage:

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.

C.29 Idle labour & additional cost:

Whatever may be the reason for claim on idle labour, enhancement of labour rate, additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight, etc. would not be entertained under any circumstances.

C.30 Charges and fees payable by contractor:

- C.1 The contractor shall received all notices and pay all fees required to be given or payable to by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the Department free against all penalties and liabilities of every kind for breach of such statute regulation or law.
- C.2 The Contractor shall indemnify the department from and against all claims, demands, suit and proceedings for or on account of infringement of any patent rights, design, trade mark of name or other protected right in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

C.31 Issue of Departmental Tools and Plants:

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost; all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

C.32 Realization of Departmental claims:

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

C.33 Compliance of different Acts:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge of the work may at his discretion, take necessary measure over the contract.

The Contractor shall also make himself liable for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall be bound to furnish the Engineer-in-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures over the contract.

C.34 Safety, Security and Protection of the Environment:

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- C.3 Have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),

- C.4 Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,
- C.5 Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,
- C.6 Ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

C.36 Commencement of work:

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

C.37 Programme of work:

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-in-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-in-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

C.38 Setting out of the work:

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work. If any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor of his responsibility for correctness and rectification thereof.

C.39 Precautions during works:

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.

C.40 Testing of qualities of materials & workmanship:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the Engineer-in-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

C.41 Timely completion of work:

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All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

C.42 Procurement of materials:

All materials required to complete the execution of the work shall be supplied by the contractor after procurement from authorised and approved source.

C.43 Rejection of materials:

All materials 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. In case of non-compliance of such order, the Engineer-in-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to any claim for any loss or damage on that account.

C.44 Implied elements of work in items:

Except such items as are included in the Specific Priced Schedule of probable items and approximate quantities, no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items of works are to be deemed as inclusive of the same.

C.45 Damaged cement:

Any cement lying at contractor's custody which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by Engineer-in-Charge at the costs and expenses of the contractor.

C.46 Issue of Departmental Materials:

Departmental materials will not be issued under any circumstances.

C.47 Force Closure:

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 thereof by him but not for any losses.

C.48 Tender Rate:

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender clause. **No conditional rate will be allowed in any case.**

C.49 Delay due to modification of drawing and design:

The contractor shall not be entitled for any compensation to any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.

C.50 Insurance

50.1 Requirements

Before commencing execution of works, it shall be obligatory for the Contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a. Contractor's All Risk and Third Party Cover.
- b. Liability under the Workmen's Compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- c. Accidents to staff, Engineers, Supervisors and others who are not governed by workmen's Compensation Act.
- d. Damage to material, machinery and works due to fire, theft etc.
- e. Any other risk to be covered by insurance as may be specified by the Employer in the Special Conditions of Contract.

50.2 Policy in joint names of Contractor and Employer

The policy referred to under sub-clause 19.1(a) above shall be obtained in the joint names of the Contractor and the Employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of the Contract :

- Loss of life or injury involving public, employee of the Contractor, or that of Employer and Engineer, labour etc.
- Injury, loss or damage to the Works or property belonging to public, Government bodies, local authorities, utility organizations, contractors, Employer or others.

C.51 Indemnity

51.1 Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property (other than the Works),

which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause 73.2.

51.2 Exceptions

The "exceptions" referred to in Clause 73.1 are:

- (a) the permanent use or occupation of land by the Works, or any part thereof,
- (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land,
- (c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract,
- (d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the injury or damage.

51.3 Indemnity by Employer

The Employer shall Indemnity the contractor against all claims, proceedings, damages, costs, charges and expenses-in respect of the matters referred to in the exceptions defined in Sub-Clause 73.2.

51.4 Accident or injury to workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep

indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

C.52 Security Deposit

- a) The tenderer shall have to deposit initially the earnest money as specified in NIT in the manner as stated in Clause 3 (three).
- b) (i) In respect of the successful tenderer the earnest money on acceptance of the tender shall be converted as a part of security deposit. The successful tenderer who has deposited earnest money @ 2% of estimated amount shall deposit an additional sum, within 7(seven) days of the receipt of intimation sent to him to the effect that his/their tender has been accepted, which together with earnest money already deposited, will amount to 2(two) percent of the cost as per tender rate of the work for which tender has been accepted. Failing to deposit the additional sum within the period specified above, the earnest money shall forthwith stand forfeited to Uluberia Municipality and the letter of acceptance of the tender will be automatically cancelled.
- (ii) Further security deposit shall be recovered from the progressive bills at a rate of 8% (eight percent) of the bill value.
- (iii) The amount of recovery of the final bill shall be adjusted in such a way as to make the total amount of security equivalent to 10% (ten percent) of the total value of work so executed.

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The Security Deposit shall be refunded to the Contractor as per clause no. 17 of Condition of Contract as given in the Tender Form.

C.53 Additional Conditions:

A few additional conditions under special terms and conditions:

- C.7 Rate quoted shall be inclusive of clearing site as per direction of the Engineer-in-Charge.
- C.8 Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, Octroi and all other duties, if any.
- C.9 Display board (Informatory) of size 150 cm X 90 cm is to be provided at the work-site with aluminum plate hoisted on steel tubular pipe / angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering, etc. complete as per direction of Engineer-in-Charge.
- C.10 The Contractor is to display caution board at his own cost as per direction of Engineer-in-Charge.
- C.11 Deep excavation of trenches and left out for days shall be avoided.
- C.12 Labour welfare CESS will be deducted @ 1% (*one percent*) of gross bill value as per rule.
- C.13 The whole work will have to be executed as per departmental drawings available in this connection at the tender rate.
- C.14 Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
- C.15 In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

C.54 Royalty:

The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, Moorum, gravel, etc. to the Engineer-in-Charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorised

quarry holder or commercial establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Engineer-in-Charge failing which necessary deduction from the dues of the contractor may be made as fixed by the Engineer-in-Charge.

C.55 Night Work:

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons, the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatsoever in this respect will be made to the contractor.

SECTION – D

Specification of Works

**TECHNICAL SPECIFICATION BOOK
AS PREPARED BY ULUBERIA MUNICIPALITY
WILL BE ADDED**

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SECTION – E

Tender Drawings

**TENDER DRAWINGS
AS PREPARED BY ULUBERIA MUNICIPALITY
WILL BE ADDED**

Seal and Signature of the Tenderer

Executive Officer
Uluberia Municipality

**WEST BENGAL FORM NO. 2911/
2911(i)/2911 (ii)
TO BE ADDED**

**PDF COPY OF WEST BENGAL FORM NO. 2911/2911(i)/2911(ii)
MAY BE SENT TO DIRECTOR (PL. & DN.) THROUGH E-MAIL.**

Seal and Signature of the Tenderer

Executive Officer
Uluberia Municipality