



**OFFICE OF THE SUPERINTENDING ENGINEER
SOUTH CIRCLE
MUNICIPAL ENGINEERING DIRECTORATE
GOVERNMENT OF WEST BENGAL**

Kausallya, Opposite Kausallya T.O.P. Kharagpur, Dist- Paschim Medinipore, phone- 03222-255012, pin-721301

Memo. No. MED/SE(S)/ 101 /W-6/06

Dated: 14.06.2022

NOTICE INVITING e - TENDER
Notice Inviting e-Tender No. WBMAD/ NIT-01/SE(S)/2022-23
of The Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal.

The Superintending Engineer, South Circle, Municipal Engineering Directorate,
Government of West Bengal invites e-tender for the work detailed in the table below.
(Submission of Bid through **online**)

List of Schemes:

S I. N o	Name of the work	Estimated Amount	Earnest Money	Price of Technical & Financial Bid documents and other annexures and W.B. Form No.	Period of Completion	Name of the Concerned Division	Eligibility of Contractor	Defect Liability Period
1	Balance Work of "Construction of Primary Sedimentation Tanks and renovation of Drains in different Wards for preliminary Bio- Remediation of Sewage water within Bankura Municipality".	Rs. 6772896.00	Rs.1,35,458.00 (Details of which has been narrated in "Instruction to bidders")	Rs. 2505.00(Each) (see note below)	06 (Six) months from the date of received of work	Bankura Division, M.E. Dte., Govt. of W.B.	Bona fide Eligible contractor through pre-qualification.	05 (five) year(s).

NB: - (i) Intending Tenderer will not have to pay the cost of tender documents for the purpose of participating in e-tendering, but the successful L1 (Lowest) Bidder will have to pay the cost of tender documents of 5 (five) sets @ price mentioned in the list of scheme of NIT during purchase of tender documents for execution of agreement as per notification no. 199-CRC/2M-10/2012 dated 21/12/2012 of the Secretary, Public Works Department, CRC Branch, Government of West Bengal. In case of any contractor (L1) expressed his / her willingness to have extra copy of the standard contract forms, only one spare copy of standard contract form may on payment of prescribed price be supplied to a contractor or firm of contractors, eligible to tender in a specific work on receipt of written requisition well in advance for the same. In case of the works in the open tenders an earnest money

In the event of e-Filing, intending bidder may download the tender document from the website <https://wbftenders.gov.in> directly with the help of Digital Signature Certificate. EMD has to be deposited by the bidder through the following payment mode as per memorandum of the Finance Department vide No. 3975-F(Y) dated 28th July, 2016 read with Finance Department vide No. 5688-F(Y) dt. 03.11.2016.

1.1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.

1.2. RTGS/NEFT in case of offline payment through bank account in any

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 (i) above.

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.

3.1.2 Annual Turn Over - 40% of amount put to tender in any of the last five Financial Year (i.e.2016-2017, 2017-2018, 2018-2019, 2019-2020 & 2020-2021).

3.1.3 Bank solvency Certificate not less than 40% of amount put to tender.

3.2 Other terms and conditions of the credentials:

3.2.1. Payment certificate will not be treated as credential;

3.2.2. 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 statute, on the executed value of completed / running work will be taken as credential.

No credential will be considered as valid unless it is supported by work order, price schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work (equal to booked expenditure).

N.B. The credential certificate for completed works should contain (a) Name of work (b) Estimated Amount (c) Tendered amount, (d) Value of executed work (e) Date of Completion of project along with telephone number & detail address for communication of client must be indicated in the Credential Certificate.

[Non Statutory Documents]

3.2.3. The prospective bidders will have in their full time engagement experienced technical personnel, the minimum being one Civil Engineering Degree holder, one Civil Engineering Diploma holder.

(Authenticated documents in respect of qualification and engagement for this work will have to be furnished for Technical Evaluation);

[Non Statutory Documents]

- 2.4. PAN Card, Valid Professional Tax Deposit Challan, Valid Trade License, valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act. 2017 with relevant document(s) and any other(s) if applicable to be accompanied with the Technical Bid document.

[Non Statutory Documents]

3.2.5. The prospective bidders or any of their constituent partner(s) should not have abandoned more than one work. Not more than one of their contracts should have been rescinded during the last 3 (*three*) years from the date of publishing of this NIEt. Such abandonment or rescission will be considered as disqualification towards eligibility (a declaration in this respect through Affidavit will have to be furnished by the prospective bidders without which the technical bid will be treated as non-responsive. Neither prospective bidder or any of constituent partner(s) should have been debarred to participate in tender(s) by the any Department, Government of West Bengal during the last 2 (*two*) years prior to the date of this NIEt. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).

3.2.6. The Bidder's Net Worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.

3.2.7. In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CB Form to be furnished along with Balance Sheet and Profit and Loss Account and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited Report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

[Non Statutory Documents]

3.2.8. Requirement of Machineries:

Following criteria regarding machineries and equipment to be used in different types of works should be adhered to:

Plant Machineries and Equipment should be owned or arranged through lease hold agreements by the bidders. For Leased Plant & Machineries, scanned copy of registered / notarized lease agreement is to be submitted.

Conclusive proof of ownership (Tax Invoice, Way Bill, Delivery Challan) for each plant and machinery in working condition shall have to be submitted.

In case of advance payment for purchase of Batch type Mixing Plant, proof of advance payment receipt from the manufacturer should be produced and in that case at least 25 % (*twenty five percent*) payment against the total cost of the plant / machineries have to be made by the bidders.

If the machineries have been engaged in other works, then name of client along with his contact number and email address should be furnished in the declaration by the intended tenderer and the present location (working place) should also be given with tentative date of release of plant & machineries.

In case of Building Works:

Initially for concrete batching and mixing plant, concrete mixer with integral weighing batching facility maximum age of the plants, machineries will be 5 (*five*) years as

on the date of publication of NIEI. It may be extended up to 7 (seven) years after getting fit certificate from the manufacturer and this certificate should be produced at the time of submission of bid. All other machineries and equipment should be in running condition.

All plants, machineries and equipment will be verified by the competent authority before execution of the work.

The prospective bidders should own or arrange through lease hold agreement the required plant and machineries of prescribed specifications as shown and mentioned in format [Section- B]. A statement should be submitted mentioning present location of installation of the said main Plant and machinery, as mentioned, in specified format in Section B, Form-IV. If necessary, authority / Bid Evaluation Committee may inspect Plant and Machineries physically or call for the original documents as proof of Ownership in favour of owner / lessor of the same.

[Non Statutory Documents]

3.2.9. Registered Unemployed Engineers' Co-operative Societies / Unemployed Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Certificate of Registration and Valid Clearance Certificate from A.R. C.S. valid Professional Tax Deposit Challan, PAN Card, Valid 15-digit Goods & Service Tax Payer Identification Number (GSTIN) under GST Act, 2017 with relevant document with up-to-date return along with other relevant supporting papers.

[Non Statutory Documents]

3.2.10. Joint Ventures will not be allowed for works upto 25 Crores. For work more than 25 Crores in case of a joint venture, Lead Member of such joint venture will be required to meet 60% (sixty percent) of required Bid Capacity and each of the Joint Venture Members will be required to meet at least 30% (thirty percent) of requirement of BID Capacity. Bid Capacity of all the members in total should be at least 100% (one hundred percent) of required Bid Capacity.

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

3.2.12. A partnership firm will have to furnish the registered partnership deed and a company will have to furnish the Article of Association and Memorandum.

[Non Statutory Documents]

Where an individual person hold a digital certificate in his / her own name duly issued to him / her against the company or the firm of which he / she 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 / her favour, by the rest of the directors of such company or the partner of such firm, to upload such tender. The power of attorney shall have to be registered in accordance with the provision of the Registration Act.1908 as per G.O. no. 61/SPW/12 dated 08/06/2012.

- 2.13. Partnership Firm, Company Limited Firm, Private Company Limited Firm shall be registered by the respective competent authority from the Registrar of Firms, Society, Non-Trading Corporation, Registrar of Companies etc. & copy of Registration Certificate (with allotment of Registration No.) will have to be submitted, otherwise the Technical Bid will not be considered for qualification & Financial Bid shall not be opened.

4 The successful bidder will have to establish field testing laboratory equipped with requisite instruments in conformity with relevant code of practice and technical staff according to the requirements of works to be executed. The executing agency will have to produce satisfactory test report of all the materials of the work as well as on samples collection jointly by him and concerned authority of the Engineer-in-Charge from all completed / ongoing items of works as per relevant codes of practice at his own cost from any Govt. approved / Govt. testing laboratory during execution of works. The successful bidder will have to bring all requisite plants and mechanical equipment and / or technical personnel and / or laboratory and field testing machineries and equipment for all the items of work as per BOQ and / or as per relevant IS / IRC Codes of practice and / or as per direction of the Engineer-in-Charge and / or as per relevant PWD Schedule of Rates at the time of execution of work at site even if upon technical evaluation he is declared as "qualified" without having all the requisite plants and mechanical equipment and / or technical personnel and / or laboratory and field testing machineries and equipment at the time of submission of tender.

- 5 The executing agency (successful bidder) may not get a running payment unless the gross amount of running bill is 25 (twenty five) lakh or 30% (thirty percent) of the tendered amount whichever is less. Provisions in Clause(s) 7, 8, & 9 contained in West Bengal Form No. 2911(ii) so far as they relate to quantum and frequencies of payment are to be treated as superseded.

The payment will be made as and when fund is available from the concerned source. No claim whatsoever for delay in payment, if any, will be entertained. Retention money towards performance security/Security Deposit amount @ 1% of the value of work shall be deducted from the running account bill in terms of Memorandum No. 796-F(Y), dated 25.02.2022 of Finance Department, Audit Branch, Group-T, Government of West Bengal and in total security money will be 3% including 2% earnest money. No interest will be paid on security deposit.

All bills should be raised to the concerned Treasury or Pay & Accounts Officers within a fortnight of receipt in the Divisional Office(s) and the Sub-Divisional Office(s) should be required to submit bill(s) to the Divisional Office(s) with 15 (fifteen) days of receipt from Section Office(s) if they are reserved for check measurement and within 7 (seven) days say if not so reserved. The Section Office(s) should be required to submit bills to the Sub-Divisional Office(s) within 7 (seven) days after submission / claim of the bills by the Contractor / Agency.

- 6 Constructional Labour Welfare CESS @ 1% (one percent) of cost of construction will be deducted from the bill(s) of the contractor(s) on all contracts awarded on or after 01/11/2006 in pursuance with G.O. no. 599A/4M-28/06 dated 27/09/2006. GST, Royalty & all other Statutory levy / CESS will have to be borne by the contractor & the schedule of rates are inclusive of all the taxes & CESS stated above as per rule.

Successful Tenderers will be required to obtain valid Registration Certificate & Labor License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses U/S 7 of West Bengal Building & other Construction Works' Act, 1996 and U/S 12 of Contract Labour Act.

Successful tenderers will be required to observe the following conditions strictly:

6.1. Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.

Minimum wages to the workers shall be paid according to the rates notified and / or revised by the State Government from time-to-time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.

6.3. Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.

6.4. All liabilities arising out of engagement of workers are duly met before submission of bills for payment.

If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.

7. Adjustment of Price (increase or decrease) Vide Notification No.23-CRC/2M-61/2008 dated 13/03/2009 & Notification No. 38-CRC/2M-61/2008 dated 20/04/2009 shall not be applicable. Since BOQ for the works under this NIE T is based upon the schedule of rates of Public Works Directorate, Government of West Bengal with Addendum & Corrigendum as mentioned hereinafter, the bidders shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and / or price adjustment will be allowed by the Department there to under any circumstances.
8. **No Mobilisation Advance and Secured Advance will be allowed.** Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work, storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site. The agencies will have to install the above machineries on the site within 45 (forty five) days from this end positively with application of Tender.
9. Bids shall remain valid for a period not less than 120 (*one hundred twenty*) days from the last date of submission of Financial Bid / Sealed Bid. In case of inadvertent typographical mistake found in the specified schedule of rates / BOQ, the same will be treated to be so corrected as to conform with the relevant schedule of rates prevailing at the time of floating of tender and / or technically sanctioned estimate. No claim whatsoever for such inadvertent typographical mistake will be entertained.
10. All materials required for the proposed scheme as mentioned including bitumen (*all grade*), bitumen emulsion, cement & steel (which ever applicable) will have to be of specified grade & approved brand in conformity with relevant code of practice (*latest revision*) & manufactured accordingly & will have to be procured & supplied by the agency at his / their own cost including all taxes. Authenticated evidence for purchase of bitumen, bitumen emulsion, cement and steel are to be submitted along with challan and test certificate. In the event of further testing opted by the Engineer-in-Charge, such testing from any Government approved / Government Testing Laboratory will have to be conducted by the agency at his/their own cost. VG 30 / VG 40 grade paving bitumen, as the case may be, of I.O.C.L/ B.P.C.L/ H.P.C.L will be permitted as Straight run Bitumen. All steel materials to be used for the work should be JSW/JSPL/SHYAM/SRMB/BMASL/SSL/ELECTROSTEEL.

No.	Particulars	Date and Time
1	Date of publishing NIET Documents.(online) (Publishing Date)	14.06.2022 at 5:30 P.M
2	Tender Document download start date and time. (online)	14.06.2022 From 6:00 P.M onwards.
3	Pre Bid Meeting with the intending Bidders. (Optional for the bidders)	23.06.2022 at 2:30 P.M At office of The Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal, Kaushallya, Kharagpur, Paschim Medinipur.
4	Start Date of Bid Submission. (Technical and Financial) (online)	15.06.2022 at 12:00 Noon onwards.
5	Closing date and time of download of Tender Document (online).	06.07.2022 upto 05:00 P.M
6	Closing date and time of Bid submission (Technical and Financial) (online).	06.07.2022 upto 05:00 P.M
7	Date and time of opening of Technical Proposals (online).	11.07.2022 at 12:00 Noon
8	Date and time of uploading of list of Technically qualified bidders.(online)	Will be notified later on.
9	Date of uploading of final list of technically qualified bidders after disposal of appeals, if any.	Will be notified later on.
10	Date and time of opening of Financial Proposal (online).	Will be notified later on.

12. There will be no provision of Arbitration.

Clause 25 of West Bengal Form No. 2911(ii) is modified vide notification no. 8182 -F(Y) dated 26/09/2012 of Finance Department, Govt. of West Bengal, as follows:

"Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of 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 requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 (fifteen) days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

The Dispute Redressal Committee in each of the works Departments shall be constituted with the following officials as members:

1. Additional Chief Secretary / Principal Secretary / Secretary of the Department concerned.	Chairman
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Engineer-in-Chief / Chief Engineer or any officer of equivalent rank of the Department.	Member
One Designated Chief Engineer / Engineer of the Department to be nominated by the Department concerned.	Member Secretary and Convenor
One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Adviser in case of the works Department where FA system has been introduced.	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate

13. The Bidder, at the Bidder's 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, the cost of visiting the site shall be at the Bidder's own expense. Issuance of letter of acceptance / Work Order may be delayed and / or work may be financially restricted upto the limit of existing administrative approval until receipt of administrative approval / revised administrative approval from the competent authority (*in applicable cases*). Also issuance of letter of acceptance / work Order may be delayed and / or work may be restricted in some stretches till necessary land for the same is made available and / or encroachments are removed (*in applicable cases*). No claim, whatsoever, for such delay in issuance of Letter of Acceptance / Work Order and / or restriction of work will be entertained. Intending bidders may keep these criteria in mind while participating in tender and / or while quoting their rates.

Guiding Schedule of Rates: Rates have been taken from P.W.D. (W.B.) Schedule of Rates for "Road & Bridge Works", "Building Works", "Sanitary & Plumbing Works" and Electrical works effective from 1st November 2017 along with upto date corrigenda & addenda and approved rates of the Superintending Engineer, Respective Circle, Municipal Engineering Directorate, Government of West Bengal.

14 Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.

15. Defect Liability Period:- As per Notification No. 5784-PW/L&A/2M-175/2017 dt. 12.09.2017 of Principal Secretary, PWD the following partial modification in the West Bengal Form No: 2911/2911 (i)/ 2911 (ii) (herein after referred to as printed Tender Form), in cancellation of earlier Notification No.177-CRC/2M-57/2008, Dt.12.07.2012 are made:-

Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following as per G.O. no. 5784-PW/L&A/2M-175/2017 dated 12/09/2017:

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 happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued 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 and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, 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 imperfection 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.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to

the contractor within the said period of thirty days. The certificate of the 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 work held with the Government under the provision of clause 14 hereof shall be

refundable to the contractor in the manner provided here under:-

(a) For work with three months Defect Liability Period:

- (i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.

(b) For work with one year Defect Liability Period:

- (i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.

(c) For work with three years Defect Liability Period:

- (i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
- (ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;

(d) For work with five years Defect Liability Period:

- (i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
- (ii) 30 % of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
- (iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,

tion:
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. For

- (i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.
- (ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- (iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course,
the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- (iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

"The word 'Government' means the Government of the State of West Bengal in Municipal Engineering Directorate, UD&MA Department."

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014 and G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.

In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer-in-Charge of the concern work, MED, Government of West Bengal on behalf of the contractor.
2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
3. The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.

The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:

For work with 3 (*three*) months Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 3 (*three*) months from the actual date of completion of the work.

2. For work with 1 (*one*) year Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 1 (*one*) year from the actual date of completion of the work.

3. For work with 3 (*three*) years Defect Liability Period:

1. 30 % (*thirty percent*) of the same shall be refunded to the contractor on expiry of 2 (*two*) years from the actual date of completion of the work;

4.3.2. The balance 70% (*seventy percent*) of the same shall be refunded to the contractor on expiry of 3 (*three*) years from the actual date of completion of the work.

4. For work with 5 (*five*) years Defect Liability Period:

For this work defect liability period is 5 years from the date of completion of the work as per completion certificate issued by the concerned Executive Engineer, MED. However, completion certificate should be issued after completion of all items of works as per schedule as required including supplementary items (if any) in all respect but except the items of maintenance of trees etc.

4.4.1. No amount shall be refunded to the contractor for first 3 (*three*) years from the actual date of completion of the work;

2. 30 % (*thirty percent*) of the same shall be refunded to the contractor on expiry of 4 (*four*) years from the actual date of completion of the work;

3. The balance 70 % (*seventy percent*) of the same shall be refunded to the contractor on expiry of 5 (*five*) years from the actual date of completion of the work.

16. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by the Government.

17. All intending bidders are requested to be present in the Office of office of the Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal, during opening of the Tender as per the dates mentioned in the notice to observe the tender opening procedure.

18. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.

19. Requirement of Principal Machineries which must be possessed by own/ Lease Hold agreement (as the case may be) are as shown and mentioned in Section - B.

Original documents in support of own / lease possession of the aforesaid machineries are to be furnished if required by the Tender Inviting Authority.

20. In the event of acceptance of lowest tendered rate, no multiple minimum rate will be considered by the Department.

21. In case of item rate tender, the technically qualified bidder, whose total offered price considering sum of offered prices of all the items of works taken together, stands lowest, will be considered for acceptance. In no case lowest bidder of individual items of works will be considered for acceptance for the corresponding items of works.

Tender Inviting Authority reserves the right to cancel the NIE T due to unavoidable circumstances and no claim in this respect will be entertained.

During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder are incorrect / manufactured / fabricated, that tender will be out rightly rejected and further penal action may be taken against him as per rule.

In case there is any objection regarding prequalifying an agency, that should be lodged to the Chairperson & Convener of the Bid Evaluation Committee, i.e., the Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal within 48 (forty eight) hours (including holidays) from the date and time of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Bid Evaluation Committee. The objection may also be submitted to the E-mail ID se_southmed@rediffmail.com of the Superintending Engineer, South Circle MED within the said time frame.

25. Before issuance of Letter of Acceptance / Work Order, the tender inviting authority may verify the credentials & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, in that case Letter of Acceptance / Work Order will not be issued in favour of that tenderer under any circumstances and further penal action may be taken against him as per rule.
26. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
 - (i) West Bengal Form No. 2911(ii)
 - (ii) NIE T
 - (iii) Special terms & Conditions
 - (iv) Technical bid
 - (v) Financial bid

In case of inadvertent typographical mistake in the BOQ / Schedule of Works/ Price Schedule/rates /elsewhere, the same may be treated to be so corrected as to conform with the relevant schedule of rates and / or technically sanctioned estimate.

27. Bid Evaluation Committee (BEC):

A Bid Evaluation Committee (BEC) has been constituted under the Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal, who is the tender inviting authority for all works beyond the tender accepting power of the Executive Engineers.

The members of Bid Evaluation Committee would be:-

1.	Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal	- Chairman & Convener
2.	Executive Engineer, South Circle, MED, Govt. of WB.	- Member
3.	Executive Engineer, Bankura Division, MED, Govt. of WB.	- Member
4.	Divisional Accounts Officer / Divisional Accountant, Bankura Division , MED.	- Member

Or, as per consecutive orders from competent authority.

The Bid Evaluation Committee will do the technical and financial evaluations of the bidders for different types of works and make recommendation to the tender accepting authority. The bidders will have to meet all the minimum criteria regarding:-

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

Eligibility of a bidder will be ascertained on the basis of his digitally signed documents in support of the minimum criteria as mentioned in (a), (b), (c) above with the help of his C 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 case the eligibility of the bidder/ tenderer will be outrightly rejected at any stage without any prejudice and further penal action may be taken against him as per rule.

28. The Bid Evaluation Committee reserves the right to ignore minor deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee will be entertained. In case of re tender, the Bid Evaluation Committee reserves the right to ignore some deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained. In case of third and subsequent calls, the Bid Evaluation Committee reserves the right to ignore some more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

29. Bidders should upload their documents from original copies. Uploading Photocopy & illegible copies will not be accepted.

30. Each work will be awarded against specific set of machineries as indicated in SI. No. 20 of this NIE& Section - B (Form-IV).

31. Quality Monitoring and Supervision Consultant:

31.1. Reputed engineering firm may be engaged to act as Supervision Consultant as per direction of the Engineer-in-Charge. The Supervision Consultant will assist the Engineer-in-Charge to monitor the project, checking the quality and quantity of works etc. Supervision Consultant or any person authorized by the Engineer-in-Charge shall at all reasonable time have access to the site, all plant and all places where materials are being manufactured and tested. The contractor will have to afford every facility for and every assistance in obtaining the right to such access.

31.2. Third Party quality audit may also be conducted for quality monitoring as per sole discretion of the Engineer-in-Charge.

32. This NIE& 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 NIE&, 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 West Bengal Form No. 2911(ii).

33. As per memorandum no. 4608-F(Y) dated 18.07.2018 of Finance Department Govt. of West Bengal, the successful bidder will have to submit Additional Performance Security @10% of the tendered amount, if the accepted bid value is 80% or less of the Estimated amount put to tender.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

34. **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-C RC/2M-10/2012 dated 21/12/2012 of the Secretary, Public Works Department, Government of West Bengal

However, the successful bidder shall have to pay the cost of contract documents @ **Rs. 2,505.00 (Rupees Two thousand five hundred five**

ly per set at the time of formal agreement vide No. 452-A/PW/01/10C-35/10 Dt. 26/
011.

Superintending Engineer
South Circle,
Municipal Engineering Directorate,
Government of West Bengal.

Memo. No. MED/SE(S)/ 101 /W-6/06

Dated: 14.06.2022

Copy forwarded for information and for forwarded wide circulation through his Office Notice Board to:-

1. The Chairman, Bankura Municipality
2. The Special Commissioner UD&MA, Govt of West Bengal
3. The Secretary, MED, Bikash Bhavan, Salt Lake Kolkata
4. The Chief Engineer, MED, Bikash Bhavan, Salt Lake Kolkata
5. The Additional Chief Engineer, South, MED
6. The District Magistrate, Bankura District
7. The Executive Engineer, Bankura Division, MED

Superintending Engineer
South Circle,
Municipal Engineering Directorate,
Government of West Bengal.