



# BIDHANNAGAR MUNICIPAL CORPORATION

Poura Bhawan, FD-415A, Sector-III  
Salt Lake City, Kolkata-700 106

## NOTICE INVITING e-TENDER

**Memo No.: 458/PHE(E&M)/BMC**

**Dated:- 04-03-2025**

**e-Tender Notice No:**

e-Tender ID 2025\_MAD\_823491\_1 to 3

On behalf of Commissioner, The Chief Engineer Bidhannagar Municipal Corporation 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	Amount Put to tender (Rs.)	Earnest Money(Rs.)	Period of Completion	Eligibility of Contractor
1	2	3	4	5	6
1	Installation of 90 Watt LED Street Light With 9.0 Mtr. Steel Tubular Pole at Different Roads and Places within Bidhannagar Municipal Corporation Area. (Under Green City Mission) [405nos.]	1,64,61,518.00	3,29,230.00	60 (Sixty) Days	<b>Eligibility of Contractor</b>  i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,  ii) Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,  iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value as stated vide(i) above.  In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned
2	Supply, Fitting and Fixing of LED Street Light (45Watt & 60watt) in Poles at Different Roads and Places within Bidhannagar Municipal Corporation Area. (Under GreeCity Mission) [4060nos.]	2,07,64,891.00	4,15,298.00	75 (Seventy Five) Days	
3	Supply, Erection, fitting and fixing of 7 Mtr Octagonal Poles with 120Watt LED Street Lights from Dum Dum Park to Narayantala - VIP Road within Bidhannagar Municipal Corporation Area under Green City Mission [50 nos. of LED & 41nos. Of Pole]	18,18,822.00	36,376.00	45 (Forty Five) Days	

					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 and also should possess valid PAN Card, GST, Updated P.Tax, Challan, Updated Trade License, Income Tax Return, Electrical Contractory, Licence, Electrical Supervisory Licence, Audited Profit & Loss Account & Balance Sheet.
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1. In the event of e-filling, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender documents (if any) **and Earnest Money is to be deposited through online E tender Portal.**
2. Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>
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.-6.
4. **Eligibility Criteria for participation in the tender –**
  - i) **As per NIT detail table (Colm. - 7) Above**
  - ii) Income Tax Return for Assessment year 21-22/22-23/23-24, up to date P.Tax Deposit Challan, Pan Card, GST Registration Certificate, PF & ESI, Updated Trade Licence, Electrical Contractor Licence & Supervisory Licence are to be accompanied with the Technical Bid Documents. *[Non- statutory documents]*
  - iii) In case of Proprietorship, Partnership Firms and Company, Audited Balance Sheet and Profit & Loss Account in favour of applicant are to be furnished. No other name along with applicant's name in such enclosure will be entertained. *[Non-statutory documents]*
  - iv) Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted. The company shall furnish the Article of Association and Memorandum. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act 1908. *[Non-statutory documents]*
  - v) **Joint Ventures will not be allowed.]**  
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.
  - vi) Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
  - vii) The prospective bidders shall have in their full time engagement experienced technical personnel, (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation).
  - viii) The prospective bidders should own the required plant and machineries. Conclusive proof of ownership in favour of owner of plant and machineries in working condition shall have to be submitted along with the application.
  - ix) The prospective bidders should or any of their constituent should not be debarred to participate any tender or blacklisted by any Tender Inviting Authority during the last 5 (Five) years. A declaration in this respect through affidavit should have to be submitted by the prospective bidders in Non Judicial Stamp.

- x) The intending bidder shall have to follow the instruction mention here under-“Where an individual person holds a digital signature of 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.
- xi) **Conditional Bid or Bid with clause of price variation will be rejected.**
- xii) **No mobilization /secured advance** will be allowed.
- xiii) Constructional Labour Welfare Cess @ 1(One) % of cost of construction will be deducted from every bill of selected agency.
- xiv) Rates should be quoted inclusive of all taxes, duties and Cess etc. including GST /
- xv) Pole specification: -  
A/F Top (mm) 70  
A/F Bottom (mm) 175  
Sheet Thickness (mm) 3  
Base Plate size (mm) 320X320  
Base plate thickness (mm) 16  
Bolts Details 4-M24  
Bolts Length (mm) 750  
Bolt PCD (mm) 300
- xvi) **Pre-bid meeting** for the technical discussion of the products & site visit for the bidders. Attentendence to the prebid meeting for Discussion regarding LED OEM.
- xvii) **A declaration of warrantee** of Luminaries for five (5) years from an OEM shall have to be submitted by the bidder through an AFFIDAVIT on Govt. Stamp paper.
- xviii) **Bidder(s) must be certified by the OEM of LED** manufacturer of reputed Brand. The NIT no and date must be mentioned in the certificate. OEM authorization certificate has to be signed by Regional Manager or any officer of its upper position.
- xix) Minimum 1 Tender Specified OEM Authorization Require.
- xx) OEM authorization / warranty to be signed by Regional Manager. To avoid any duplicity or forge documents in authorisation by OEM, it is hereby instructed to the bidder that the OEM should also send a separate digital communication (email) to this Office mail ( ) in between ,2025 at ,2025 at Hrs regarding authorization to the contractor/agency in their valid letterhead. Authorization mail should come from person designated as Regional Manager or above and should be from their official email id only. This will be treated as a confirmation documents.
- xxi) The prospective bidder shall establish field testing laboratory equipped with requisite instruments in confirmatory to relevant code of practice and technical staff according to the requirements of works to be executed.
- xxii) Bank Solvency as per format from Bank Financial Statement.
- xxiii) L1 bidder has to submit the detail specification of major items as per OEM printed technical data sheet match with the job.

<b>Table-3:- Eligibility criteria to participate in the Bid :-</b>	<p>Intending tenderers should produce Credentials of similar nature of works (Supply and fixing of LED street light / Street light with pole / Mini mast / High mast) in single tender of the minimum value of 40% of the estimated amount put to tender duringlast5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking / Autonomous Bodies / Statutory Bodies and Local Bodies; OR</p> <p>Intending tenderers should produce credentials of similar nature of work (Supply and fixing of LED street light/Street light with pole/Mini mast/High mast) in 2 nos</p>
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	<p>tenders, each of the minimum value of 30% of the estimated amount put to tender during last 5(five) years prior to the date of issue of the tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies; OR</p> <p>Intending tenderers should produce credentials of one single running work of similar nature of works ( Supply and fixing of LED street light/Street light with pole / Mini mast / High mast) which has been completed to the extent of 80% or more and value of which is not less than the desired value at sl. (i) above. In case of running works in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies, only those tenderers who will submit the certificate of satisfactory running work from the concerned executive Engineer, or equivalent competent authority with required credentials 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.</p> <p>B. Intending tenderers should have average audited annual turnover (in3CBformat) of at least Rs. (40% of estimated amount put to tender rounded to lakh Rs in lower side) lakh or above in preceding three Financial years from the publication of these - NIT.</p> <p>C. Intending tenderers should have valid Bank solvency of minimum Rs. (10%of estimated amount put to tender rounded to lakh Rs in lower side) lakh (from any Indian schedule / nationalized bank) issued not before 6months from date of NIT and shall be valid at the time of submission of tender.</p> <p>N.B. -No joint venture, consortium etc will be accepted. Work completed as sub-contractor will also not be accepted as credential.</p>
<b>Table-4:- Instructions of Bidders</b>	<ul style="list-style-type: none"> <li>• In the event of e-filling, intending bidder may download the tender documents from the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a> directly with the help of Digital Signature Certificate. Necessary Earnest Money may be remitted through online also to be documented through e-filling.</li> <li>• Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>.</li> <li>• Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done.</li> <li>• The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL BID of the bidder is found qualified by the 'Board of Councilors' Bidhannagar Municipal Corporation. The decision of the 'Board of Councillors' Bidhannagar Municipal Corporation will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the office notice board.</li> </ul>
<b>Table-5:- Documents to be Produced in support Of credential &amp; Bid Part-I Prequalification documents</b>	<p>Credential Certificate issued by an officer not below the rank of Executive Engineer/ Divisional Engineer / District Engineer / Project Manager / Chairman of ULB / Executive Officer of the other State / Central Government Departments / Organizations / Local bodies along with Work Order and Payment Certificate to be submitted in 'Credential' folder. The scanned copy of the Certificate should be uploaded with the non-statutory cover. However, Credential Certificate issued to sub-contractor by Central or State Govt. undertaking. A successful performance and completion certificate have to be furnished and may be supplemented with work order along with payment certificate issued by the competent authority in support of credibility in terms with eligibility criteria</p>

	<p>Intending tenders should have valid GST Registration with up to date GST return, Scan copy of EMD Receipt, P. Tax Clearance Certificates and receipts (current), PAN Card with last three years Income tax return, Electrical Contractor's and Supervisory license (PartNo.1, 2, 6a, 7a &amp; 11 for the Supervisory license is compulsory), Particulars of owner ship / partnership or Board of Directors pertaining to the Organization / Company / Firm, Having up to date Trade Permission.</p> <p>Having last three years PL &amp; Balance Sheet duly Audited by a Chartered Accountant, Bank solvency Certificate not less than <b>10%</b> of the value of amount put to tender. Having E.P.F. and E.S.I. Certificate.</p> <p>(Copies of all above mentioned documents shall have to be furnished)</p> <p><b>All documents in original to be produced in due course of time as &amp; when asked by the TIA.</b></p>
<b>Table 6:- Earnest Money</b>	<ul style="list-style-type: none"> <li>• 2% of the estimated amount put to Tender.</li> <li>• Initial Earnest Money Deposit (as mentioned in Sl.No. a) shall accompany with Bid Proposal, in favour of the "Bidhannagar Municipal Corporation," (Shall be paid by online internet bank transfer or NEFT or RTGS (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Depts., Govt. Of West Bengal).</li> <li>• If the Quoted/tendered amount is more than the Estimated amount put to tender, then additional earnest money (@2% on the difference of tendered amount &amp; estimated amount put to tender) beyond the initially submitted earnest money have to be deposited by the L1 bidder before issuance of L.O.A. If the bid value is 80% or less of the estimated amount put to tender, the L1 bidder will have to submit additional performance security @10% of tendered amount before issuance of Work Order (as per GO No.4608f(y)Dt.18.07.2018), failing which EMD will be forfeited and the tender will be terminated.</li> </ul>
<b>Table-7:- Tender documents</b>	<p>A full set off Tender documents consists of 2 Parts. These are-</p> <p><b>PARTI:</b> -Containing all documents in relation to the name of the Companies / Firms / Contractors applied for and credentials possessed along with all documents as specified in above Eligibility Criteria and its all corrigenda's.</p> <p><b>PARTII:</b> -Containing the Tender Price/Price Schedule.(BOQ in MS-excel format).</p>
<b>Table-8:- Validity of Bid</b>	<p>A Bid submitted shall remain valid for a period of 360 calendar days from the date set for opening of Bids. Any extension of this validity period if required will be subject to concurrence of the Bidders.</p>
<b>Table-9:- Withdrawal of Bid</b>	<p>A Bid once submitted shall not be withdrawn within the validity period. If any Bidder / Bidders withdraw is / their Bid (s) within the validity period then Earnest Money as deposited by him/them will be forfeited.</p>
<b>Table-10:- Acceptance of Bid</b>	<p>The "Chief Engineer, Bidhannagar Municipal Corporation" will accept the Bid. He does not Bind to accept the lowest tender and reserves to himself the right to reject any or all The tenders received without assigning any reason thereof. The make of luminaries to be used for work against thistender will be sole discretion of the choice of the authority. Not with standing anything stated in this e-NIT, the bidder will not be considered further.</p>
<b>Table-11:- Intimation</b>	<p>The successful Bidder will be notified in writing of the acceptance of his Bid. The Bidder then becomes the "Contractor" and he shall forth with take steps to execute formal Contract Agreement in W.B. form-2911 ( as per order no.5696 F(Y), Dated: 01/10/2019 of Finance Dept. Go W.B.) with the "Chief Engineer, Bidhannagar Municipal Corporation" and fulfill all his obligations as required by the Contract.</p>
<b>Table-12:- Brand of LED light &amp; Declaration Certificate</b>	<p>As per the order from UDMA Department via Memo No: 314(3)-UDMA-13013(11)/1/2020- ESTT-TCP SEC-Dept. of UDMA, Dated: 14.09.2023, we can use only generic names with the specifications instead of brand name. So, we can't</p>

	<p>mention any brand name. The details specification of the LED lights is described in the next table. Any brand of LED lights may be used for this project, if the particular brand having all the necessary documents, specification &amp; authorized certification.</p> <ul style="list-style-type: none"> <li>• The OEM authorization letter of tender specified OEM at least of a brand should be included with a technical bid &amp; OEM should have serviced by the bidder.</li> <li>• Minimum of 1 (One) no of tender specified OEM authorization require (Order from UDMA Department via Memo No: 2001-UDMA-13013(99)/3/2020-ESTT-TCP SEC- Dept. of UDMA, Dated: 14.10.2022).</li> <li>• OEM authorization/warranty to be signed by Constituent authority/ POA holder. To avoid any duplicity or forge documents in authorization by OEM, it is hereby instructed to the bidder that the OEM should also send a separate digital communication (e-mail) to this mail ID- ( ) in between the tendering process regarding authorization to the contactor/agency in their valid letterhead. Authorization mail should come from person designated as Regional Manager or above and should be from their official email id only. This will be treated as a confirmation documents.</li> <li>• OEM must have approved by WBPWD. Approval letter must be submitted along with the technical bid as mandatory.</li> <li>• OEM have their own manufacturing unit for both Luminaries &amp; Drivers, necessary documents as mandatory to be submitted along with the technical bid.</li> <li>• A declaration of warrantee of Street Light for five (5) years from an OEM shall have to be submitted by the bidder through hand AFFIDAVIT on Govt. Stamp Papers mandatory.</li> </ul>
<b>Table-13:- Mechanical Specification for LED Street light</b>	<p><b>Housing/Construction</b></p> <ul style="list-style-type: none"> <li>• LED Street light luminaries should be powder coated and house dina single piece pressure Die cast non-corrosive Aluminum alloy enclosure with optimal fins for heat Sink Mechanism.</li> <li>• Luminaries should have UV stabilized; injection molded heat resistant PC lens cum cover.</li> <li>• Luminaries must have Thermally Isolated Driver of same make and optical compartments for Efficient heat management and to ensure sustainable operation.</li> <li>• The fixtures hall have In gress Protection of IP66 Rating for both for optical &amp; electrical Compartments.</li> <li>• IP Test report for the same need to be furnished from any Govt. Approved or NABL Accredited laboratory.</li> <li>• Wind age area should not exceed 0.125Sq.Mtr per fixture till 150W.</li> <li>• Luminaries should be rated with impact resistance of minimum IK07.</li> </ul> <p><b>Maintenance</b></p> <ul style="list-style-type: none"> <li>• Luminaries should have side pole mounting option with outer pole Diameter 50mm.</li> <li>• Driver compartment should have bottom maintenance in installed condition with ip 66 level of protection</li> <li>• Driver should be replace able in the field condition in case of any malfunction.</li> </ul>

<b>Table-14:- Electrical Specification for LED Street light</b>	<p><b>Driver</b></p> <ul style="list-style-type: none"> <li>Luminaries should consist of Universal Voltage driver to handle wide operating voltage range from 140-300VAC &amp; frequency range of 50+-3% with isolated type operation in constant current topology.</li> <li>Driver housing should be made of extruded Aluminum case &amp; silicon/tar potted to ensure safety against shock risk. Potted driver for luminaries below 45W may be ignored. But if any OEM can the driver potted with Silicon/Tar for the below 45W also, that will be very best for us.</li> <li>Luminaries &amp; Drivers must be of same own make, and the manufacturing unit of luminaries &amp; drivers has to be BIS registered with separate "R" number. Supporting documents along with BIS test report of luminaries &amp; drivers from third party NABL accredited lab to be submitted along with technical bid as mandatory.</li> <li>The driver should be rated for IP66 or More against dust &amp; moisture for a longer life.</li> <li>THD of the luminaries shall be &lt;5%.</li> </ul> <p><b>Light Engine</b></p> <ul style="list-style-type: none"> <li>The junction temperature of LED shall be &lt;85 degree Celsius. Thermal test report from NABL approved/accredited lab will be submitted to support the same.</li> <li>Rated Operating temperature should be 0 degree to +55 degree C with a relative humidity of 10-95% RH.</li> </ul>
<b>Table-15:- Optical Specification for LED Street light</b>	<ul style="list-style-type: none"> <li>Approved make for LED shall be Nichia/Cree/Orsam/Lumineds make LED chip.</li> <li>The LED shall be of Surface Mounted Design (SMD).</li> <li>Life of LED shall be rated at 50,000hrs or above @ L70.</li> <li>System efficacy at luminaries level shall be minimum 120 lumens/watt for 90 watt and above for luminaries below 90 watt above System efficacy at luminaries level shall be minimum 115 lumens/watt whereas LED chip level efficacy shall be minimum 160 Lumens/watt.</li> <li>CRI (Color Rendering Index) shall be &gt;70 or above.</li> <li>The light engine should have a suitable secondary optics to deliver desired light distribution to meet the luminance criteria.</li> <li>Corrected Color temperature shall be nominal 5700K (with variation limits of +-355K) per ANSI C78, 377A CCT standard.</li> </ul>
<b>Table-16:- Test Report/Warranty</b>	<ul style="list-style-type: none"> <li>Bidder shall provide LM80 report from LED chip manufacturer and will carry water mark.</li> <li>IK07 Test report, thermal test report shall be submitted from NABL accredited Lab.</li> <li>The manufacturer of the luminaries must have its own R&amp;D wing within house testing facility accredited by NABL.</li> <li>OEM have their own manufacturing unit both for luminaries and drivers necessary documents must submit along with technical bid.</li> <li>Drivers &amp; Luminaries should have mandatorily BIS certified. Luminaries and drivers are of same make.</li> <li>BIS test report of luminaries and driver must be submitted from the 3<sup>rd</sup> party</li> </ul>

	<p>NABL accredited lab.</p> <ul style="list-style-type: none"> <li>Luminaries LM79 report of in house NABLA credited lab must be submitted along with the technical bid.</li> <li>ROHS certificate from ISO 9001 certified lab. Must be submitted along with technical bid.</li> <li>OEM must have their own in house “NABL Accredited Photometry Lab” with provision of Gonio photometry test. Valid Accreditation certificate must be uploaded along with the technical bid as mandatory document.</li> <li>OEM must have their own ISO 9001-2015, ISO 14001-2015 and ISO 45000-2018 certified manufacturing unit. Certificate must have in the name of OEM. Related documents to be submitted along with the technical bid as mandatory.</li> </ul> <p><b>Important Note:</b></p> <ul style="list-style-type: none"> <li>The manufacturer name &amp; logo should be graved/embossed on the housing/body to allow traceability till the life of the fixture. No sticker will be accepted.</li> <li>Lighting supplier shall have his own manufacturing, power coating &amp; assembly facility.</li> <li>The project shall be awarded only after witnessing the production and assembly of the luminaire in the supplier’s manufacturing facility. Necessary declaration to be submitted along with the technical bid stating the particular bidder arrange for inspection at their own cost, otherwise their bid will not be consider further. When the bidder submitted the OEM authorization, he must be submitted the factory visit consent letter along with OEM authorization as mandatory.</li> </ul>
<p><b>Table-17:-</b>  <b>Security Deposit &amp; other taxes :-</b>(G.O.No-5784-PW/L&amp;A/2M-175/2017 date. 12.09.17)</p>	<p>All usual deductions for taxes as applicable i.e. GST, IT, and Labour welfare cess etc. and Security Deposit as applicable as per prevailing Govt. Order will be made from the bills time to time. The amount of such Security Deposit will be refunded without any interest only as mentioned below.</p> <p>Defect Liability Period:-</p> <p>a) For work with <b>three months</b> Defect Liability Period:</p> <p>i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.</p> <p>b) For work with <b>one year</b> Defect Liability Period:</p> <p>i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.</p> <p>c) For work with <b>three years</b> Defect Liability Period:</p> <p>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;</p> <p>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;</p> <p>d) For work with five years Defect Liability Period: <b>(Applicable for thise-tender)</b></p> <p>i) No security deposit shall be refunded to the contractor for 1<sup>st</sup> 3 years from the actual date of completion of the work;</p> <p>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;</p> <p>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.</p>



**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. 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/ Mechanical Desilting, 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/ **Electrical work** 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 (**Applicable for this e-tender**),

**Additional Performance Security** @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

Necessary provisions regarding deduction of Security Deposit from the progressive bill of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

**Additional provisions 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

	<p>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:</p> <ol style="list-style-type: none"> <li>i) The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the "Bidhannagar Municipal Corporation" on behalf of the contractor.</li> <li>ii) 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).</li> <li>iii) The Bank Guarantee will be submitted as per approved Format. The Chief Engineer, should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.</li> <li>iv) 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: <p style="margin-left: 40px;">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:</p> <ol style="list-style-type: none"> <li>1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in</li> <li>2. favour Of the Tender Inviting Authority of the concern work, on behalf of the contractor.</li> <li>3. 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).</li> <li>4. The Bank Guarantee will be submitted as per approved Format. The Chief Engineer should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.</li> <li>5. 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: <ol style="list-style-type: none"> <li>5.1. For work with 3 (three) months Defect Liability Period:</li> <li>5.2. 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.</li> <li>5.3. For work with 3(three) years Defect Liability Period:</li> <li>5.4. 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;</li> <li>5.5. 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.</li> <li>5.6. For work with 5(five) years Defect Liability Period:</li> <li>5.7. No amount shall be refunded to the contractor for first 3(three) years From the actual date of completion of the work;</li> <li>5.8. 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;</li> </ol> </li> </ol> </li> </ol>
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	<p>5.9. 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.</p> <p>The cost of Tender documents as specified in ANNEXURE shall be paid by the successful Contractor only at the time of formal agreement after acceptance of tender</p>
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#### 5) Date and Time Schedule:

Sl. No.	Particulars	Date & Time
01	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	06-03-2025 at 18:00 Hrs
02	Documents download/sell start date (Online)	06-03-2025 at 18:00 Hrs
03	Pre-bid meeting to be held at the Office of	12-03-2025 at 14:00 Hrs
04	Bid submission start date (On line)	08-03-2025 at 18:00 Hrs
05	Bid Submission closing (On line)	09-04-2025 at 15:00 Hrs
06	Bid opening date for Technical Proposals (Online)	11-04-2025 at 15:30 Hrs
07	Date of uploading list for Technically Qualified Bidder(online)	To be notified later
08	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any.	To be notified later
09	Date for opening of Financial Proposal (Online)	To be notified later

6) The Prospective Bidder shall have to execute the work in such a manner so that appropriate service level of the work is maintained during progress of work and a **period of 3 (Three) years** from the date of successful completion of the work to the entire satisfaction of the Authority. If any defect / damage is found during the period as mentioned above, the contractor shall make the same good at his own cost to the specification at par with instant project work. On failure to do so, penal action against the contractor will be imposed by the Department as deemed fit. The contractor may quote his rate considering the above aspect. Refund of Security Deposit (Total 10%, 2% earnest money will be treated as security deposit and 8% will be deducted from every bill) will only be made as per **clause 17 of order no. 5784-PW/L&A/2M-175/2017, Dt.-12.9.2017 of the Principal Secretary, PWD;** after successful maintaining of appropriate service level of the work as mentioned above from the date of completion of the work.

7) Additional performance security @ 10% will be applicable if bid rate is 80% or less of the estimated value put to tender vide memo no- 4608-F(Y) date- 18/07/2018.

9) Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.

10) Earnest Money is to be deposited through online E Tender Portal vide Memorandum No: 3975-F(Y),dated 28.07.2016 issued by the Secretary, Finance Department.

11)The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works/sample of the goods to be supplied and obtain all information's 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.

12) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The tender accepting authority of reserves the right to accept or reject any or all offers without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any tenderer up to the stage of bidding.

13) Prospective applicants are advised to note carefully the **minimum qualification criteria** as mentioned in '**Instructions to Bidders**' stated in Section – 'A' before tendering the bids.

14) Conditional / Incomplete tender will not be accepted under any circumstances.

- 15) The intending tenderers are required to quote the rate online.
- 16) 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.
- 17) **Guiding Schedule of Rates:** - Rates have been taken from P.W.D. (W.B.)
- 18) 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.
- 19) The Chief Engineer, Bidhannagar Municipal Corporation reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 20) If there be any objection regarding prequalifying the Agency that should be lodged on line to the Chairman of Tender Evaluation Committee within 2 (two) working days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.
- 21) Before issuance of the WORK ORDER, the tender inviting authority may verify the credential and other documents of the lowest tenderer (L1) 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.
- 22) 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: 1) Form No. 2911(Municipal Tender Form)2) N.I.T. 3) Special Terms & Conditions 4)Technical Bid5)Financial Bid.
- 23) **Qualification Criteria:**  
The tender inviting and Accepting Authority through a will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:  
1) Financial Capacity  
2) Technical Capability comprising of personnel & equipment capability  
3) 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 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.
- 24) **Adjustment of price (increase or decrease)** vide Notification No. 23-CRC/2M-61/2008 dated 13.03.2009 and Notification No. 38-CRC/2M-61/2008 dated 20.04.2009 shall not be applicable. Since B.O.Q for the works under this NIT is based upon the schedule of rates of Public Works & Public Works (Roads) Directorate with up-to-date Addenda & Corrigendum, 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 thereto under any circumstances.
- 25) The contractors who have been delisted or debarred by Department Committee, PWD as Per Memo no.547-W(C)/1M-387/15 Dated 16.11.2015 shall not eligible in any way.
- 26) Running payment for the 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 will be 25 (Twenty Five) 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 is to be treated as superseded.
- 27) All materials such as brick, C.A.F.A. electrical goods etc. which are required for the proposed scheme, are of approved quality by the E-I.C. Cement, 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 certificates. In the event of further testing opted by the E-I-C then such testing from any Govt. approved testing laboratory shall have to be conducted by the agency at their own cost. (Specific permission is to be required from the tender inviting authority.
- 28) Steel materials procure & supply by the contractor shall be of TOR steel rod / HYSD / TMT Bar of Fe415. Fe500, Fe550/550D grade (conforms to IS1786). The grade to be decided by the E-I-C or as per instruction reflect on the approved drawing of the competent authority or as stipulated in the PWD schedule of rates.
- 29) Cement procure and supply by the contractor shall be of PSC (conforms to IS 455) of approved brand by the E-I-C or as per instruction reflect on the approved drawing of the competent authority or as stipulated in the PWD schedule of rates.
- 30) The Contractors shall also abide by the provision of the child labour (Prohibition and regulation Act.1986). No labour below the specified age (as per G.O.) shall be employed on the work.
- 31) In connection with the work, **Arbitration** will not be allowed. **The Clause No. 25 of 2911(ii) is to be considered as deleted clause vide gazette notification no 558/SPW dated 13th December, 2011 of the Secretary, P.W. Department.**

32) **Bids shall remain valid** for a period not less than 120 (One hundred twenty) days after the dead line date for Financial Bid Submission. 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.

33) Security Deposit & other taxes:-All usual deductions for taxes as applicable i.e. GST, IT and Labour welfare cess etc. as applicable will be made from the bills time to time. The amount of Security Deposit will be refunded without any interest only as mentioned below:

- a) No amount shall be refunded to the contractor for first 3 years from the actual date of completion of the work.
- b) 30% of the same shall be refunded to the contractor on expiry of four years from the actual date of completion of the work.
- c) The balance 70 % of the same shall be refunded to the contractor on expiry of five years from the actual date of completion of the work.

34) Refund of EMD: - The Earnest Money of all the unsuccessful tenderers, shall be refunded through online E-Tender Portal.

Chief Engineer  
Bidhannagar Municipal Corporation

## SECTION - A INSTRUCTION TO BIDDERS

### **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.

#### **i. 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://wbtenders.gov.in> (the web portal of **Bidhannagar Municipal Corporation**. the contractor is to click on the link for e-Tendering site as given on the web portal).

#### **ii. 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 (i) above. DSC is given as a USB e-Token.

iii The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause (i) using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

#### **iv. 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.

#### **v. Submission of Tenders:**

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

#### **Technical Proposal:**

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

**5(a). Statutory Cover containing the following documents:**

- i) N.I.T.
- ii) Form-I to IV (On company's letter head, given in Sec.-B)
- iii) EMD
- iv) Affidavits (Ref: Format for general affidavit shown in "Y" Part "B")

(NIT and Tender Document downloaded 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.

**5( b). Non-Statutory Document:**

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)	GST Registration Certificate or Acknowledgement. PAN Updated P Tax (Challan) Income Tax Return for Assessment year 21-22/22-23/23-24 Updated Trade License
B.	Company Detail(s)	Company Detail	Proprietorship Firm ( <i>Trade License, Running Factory License</i> ) -Structure & Org. Partnership Firm ( <i>Partnership Deed, Trade License, Running Factory License</i> ) Ltd. Company ( <i>Incorporation Certificate, Trade License, Running Factory License</i> ) Society ( <i>Society Registration Copy, Trade License, Running Factory License</i> ) Power of Attorney, Memorandum of Association and Articles of Association of the Company, Labour welfare registration. Electrical Contractory & Supervisory Licence.
C.	Credenti al	Credential	Similar nature of work done, completion certificate, certificate of satisfactory running work; which is applicable for eligibility in this tender as stated in eligibility criteria.
D.	Financial Informati on		Audited Profit & Loss Account & Balance Sheet for F.Y 2019-20/2020-21/2021-22. Valid Net Worth Certificate from C.A. Financial Statement
E.	Man Power	Technical Personnel	List of Technical Staffs with Qualifications & Experience.

N.B.: Failure of submission of any of the above mentioned documents will render the tenderer liable to be rejected for both statutory & non statutory cover.

**Financial Proposal:-**

**5(c). The rate will be quoted in the B.O.Q.** Quoted rate will be encrypted in the B.O.Q. under Financial Bid. Downloaded properly and upload digitally signed.

**Opening & evaluation of tender:**

**Opening of Technical Proposal:**

Technical proposals will be opened by the Concerned Tender Inviting Authority or his authorized representative Electronically from the website using their Digital Signature Certificate (DSC).Intending Tenderers may remain present if they so desire. Cover (folder) for Statutory Documents [Ref. Section A. (5.a)] will be opened first and if found in order, cover (folder) for Non-Statutory Documents [Ref. Section A.(5.b)] will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee. Summary list of technically qualified tenderers will be uploaded online. 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. During evaluation the committee may summon of the tenderers & seek clarification / information or additional documents 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.

### 1. Financial Proposal

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 online through computer in the space marked for quoting rate in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor. Financial capacity of a bidder will be judged on the basis of information furnished in Section - B.

Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and 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 taken by the Debarment Committee, PWD as per Memo no.547-W(C)/1M-387/15, Dated 16.11.2015 of the Principal Secretary, P.W.D.

Bank Solvency.

This is to state that M/s. (Name of Tenderer) a customer of our Bank and is Solvent up to sum of Rs. (In Words) against e-Nit No.\_\_\_\_\_ from any Bank.

Rejection of Bid:

**Chief Engineer, Bidhannagar Municipal Corporation.** 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 **Chief Engineer, Bidhannagar Municipal Corporation.**

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 Form No. nil(Municipal Tender Form) 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 downloading from the website stated in Sl. No. 1 of N.I.T. along with requisite cost through Demand Draft / Bankers Cheque issued from any nationalised bank in favour of the **Chief Engineer, Bidhannagar Municipal Corporation.** within time limit to be set in the letter of acceptance.

Seal and Signature of the Tenderer

Chief Engineer  
Bidhannagar Municipal Corporation

**SECTION – B**  
**FORM – I**  
**PRE-QUALIFICATION APPLICATION**

**To**  
**The Chief Engineer,**  
Bidhannagar Municipal Corporation.

Ref.: Tender for \_\_\_\_\_

(Name of work) \_\_\_\_\_

\_\_\_\_\_

**N.I.T. No. :**

**Dated:**

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:

- 1) Tender Inviting & Accepting Authority can amend the scope & value of the contract bid under this project.
- 2) Tender Inviting & Accepting Authority reserve the right to accept full or part of the tender or reject any/or all



tender(s) and/or negotiate by way of revised and/or improved offer from all the tenderers for the concerned job. Also the Authority of ..... reserves the right to withdraw full or part of the tender without assigning any reason Whats ever.

**Enclosure(s): e-Filling -**

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

**Date:** \_\_\_\_\_

**Seal and Signature of the Tenderer**

**SECTION – B**  
**Form-II**  
**[To be furnished on Company's Letter Head]**

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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 M/S \_\_\_\_\_ nor any of constituent partner had been debarred to participate in any tender by any Govt. Organization / Undertaking 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) Certified 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.

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**

**SECTION – B  
FORM – III  
STRUCTURE AND ORGANISATION**

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1) Name of Applicant: \_\_\_\_\_

2) Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Fax No./email ID : \_\_\_\_\_

3) Name and Address of Bankers : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**  
**Experience Profile**

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Name of the Firm: \_\_\_\_\_

List of projects completed that are similar in nature to the works having more than 30% (Thirty 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 :

- 1) Certificate from the Employers to be attached
  - 2) 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

**AFFIDAVIT –Y**

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

1. I, the under-singed 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 M/S -----

-----  
Nor any of constituent partner had been debarred to participate in tender by the P.W. Department during the last 5 (five) years prior to the date of this e-NIT No. : \_\_\_\_\_.

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. Certified that I have applied in the tender in the capacity of individual/as a partner of a firm & I have not applied severally for the same job.

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer Name

\_\_\_\_\_  
of Firm with Seal Date

### **DECLARATION BY THE TENDERER**

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I/We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein along with the drawing attached.

I/We have also carefully gone through the 'Priced Schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factor regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed work. I/We promise to abide by all the stipulations of the contract documents & carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools & plants, at my /our cost required for the work.

**Signature of Tenderer**

**Postal Address of the tenderer**

**TENDER FOUND TO HAVE SUBMITTED UNDER FALSE NAME:**

When a Contractor, whose tender has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled his Security Deposit will be forfeited.

## **SECTION – 3**

### **Special terms and conditions**

#### **GENERAL:**

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications in the “Department Schedule” which means the Public Works Department, Schedule of Rates for works in West Bengal for the working area including up to date addenda and corrigenda, if any, published by the Superintending Engineer, North Bengal Electrical Circle PWD.

#### **TERMS & CONDITIONS IN ORDER TO PRECEDENCE:**

If the stipulations of the various components of the contract documents be at variance in any respect, one will over-ride the other (only in so far as those are at variance) in the order of precedence as given below:

- (a) Special terms and conditions
- (b) Special specifications
- (c) General specifications
- (d) Notice Inviting Tender
- (e) Schedule of probable items with approximate quantities
- (f) Printed Tender Form, i.e. W.B.F. 2911 (ii)

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

#### **ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:**

The word Engineer-In-Charge means the Executive Engineer, P.W. Directorate of the concerned Division. The word “Department” appearing anywhere in the tender documents means P.W. Department, Government of West Bengal, who have jurisdiction, administrative or executive over part of whole of the works forming the subject matter of the tender or contract. The word “approved” appearing anywhere in the documents means approved by the Engineer-In-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-In-Charge. The work shall have to be taken up within seven days of the receipt of the work order. Failure to do so will constitute a violation of the contractor will thereby liable to pay compensation or other penal action as per stipulation of the printed tender form.

#### **CONDITION IN EXTENDED PERIOD:**

As Clause 4 of W.B.F. 2908 or Clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is authorized by the Engineer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

#### **CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:**

All works are to be carried out in close co-operation with the Department and other contract or contracts 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/building users and occupants, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against changes of injury or accidents to workers, road users, occupants 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.

**CONTRACTOR'S SITE OFFICE:**

The contractor shall have an office adjacent to 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 and same when left at or sent by post to such office or delivered to the Contractor's authorized agent or representative shall be deemed to be sufficiently served upon the contractor.

**INCIDENTAL AND OTHER CHARGES:**

The cost of all materials, hire charges to Tools and plants Labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), Electricity and other unloading charges of Municipalities or statutory Bodies, Ferry charges, Loading and unloading charges, Handling charges overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of Sales Tax (Central and/or State), Income Tax, Octroi Duty/ Terminal Tax, Turnover Tax etc including all other charges for the execution of the complete or finished work or in case of supply of materials and carriage to the entire satisfaction of the Engineer-In-Charge of the work. No claim whatsoever in this respect will be entertained.

Current Bank Solvency Certificate (applicable for tender amount above 10 (Ten Lakh)

**AUTHORISED REPRESENTATIVE OF CONTRACTOR:**

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

- a) General day to day management of work.
- b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
- c) 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 authorized representatives subject to the prior approval of the Executive Engineer giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified in Clause 9 (a), (b) and (c) which the representative will be authorized for even after first approval, the Executive Engineer may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Executive Engineer shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor himself.

**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 of attorney.

**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, cost of materials 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 W.B.F. No. 2911 (ii)

**CONTRACTOR'S GO-DOWN:**

The contractor must provide suitable go-downs for materials at the site of work. No separate payment will be made for these go-down or for the store yard. Any 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 or deposited as directed by the Engineer-In-Charge.

**USE OF GOVERNMENT LAND:**

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 and shed, huts etc. which he might have erected in Government Land. Before using any space in Government Land for any purpose whatsoever, approval of the Engineer-In-Charge should be needed.

**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 the Assistant Engineer Concerned, who is authorized to receive and keep in custody the Work Order Book behalf of the Engineer-In-Charge. The Work Order Book shall be kept at the site of work under the custody of Assistant Engineer or his authorized representative. The Work Order Book shall have machine numbered pages in duplicate directions or instruction form departmental officers to be issued to the contractor will be entered (in duplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorized 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 authorized representative may take away the duplicate page of the work order book for his own record and guidance.

In case of supplementary items or of 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:

- a) Name of the Work
  - b) Reference to contract number
  - c) Contractual rate of percentage
- Date of opening of the Work Order Book
- d) Name and address of the Contractor
  - e) Signature of the Contractor
  - f) Name & address of the authorized representative (if any of the contractor authorized by him)
  - g) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor.
  - h) Signature of the authorized representative duly attested by the Contractor
  - i) Signature of the Sub-Divisional Officer concerned
  - j) Date of actual completion of work
  - k) Date of recording final measurement.

Entries in (k) & (l) 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.

**CLEARING MATERIALS:**

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 rates of various items of works quoted by the contractor in the schedule of probable items of works.

**SUPPLEMENTARY/ADDITIONAL ITEM OF WORKS:**

Notwithstanding the provisions made in the related printed tender Form (if any) any item of the work which can be legitimately be considered as not stipulated in the specific schedule of probable items of work but has become necessary as a responsible contingent item during actual execution of work will have to be done by the contractor if so, directed by the Engineer-In-Charge and the rates will be fixed with manner as started below :-



(a) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied item of work appearing in the P.W. (Electrical) Department schedule of rates of probable items of work forming part of tender document.

(b) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed.

(c) Black-market rates shall never be allowed.

Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a) & (b) stated above only.

It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the work order Book or any written order from the tender.

#### **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 or proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so, authorized by the assistant engineer may do this inspection in respect of minor works and issue order regarding the latter item.

#### **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 prior to utilization in work.

#### **WATER AND ENERGY:**

The contractor shall have to arrange for their own source of energy for operation of equipments and machineries, driving of 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 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.

All materials and Tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food stuff, medical aid etc. are to be arranged for by the contractor. The cost of transport of labour, materials and all items as aforesaid shall also have to be borne by the Contractor.

#### **DRAWINGS:**

All works shall be carried out in conformity with the drawings Approved by this Department. The Contractor shall have to carry out all works according to the approved general arrangement drawing and detail working drawings to be supplied by the contractor from time to time at no extra cost.

#### **SERVICEABLE MATERIALS:**

The responsibility for stacking the serviceable materials obtained during dismantling of existing structure/road (to be decided by the Engineer-In-Charge) 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 recovered from the Contractor's bill at rates as will be assessed by the Engineer-in-charge.

#### **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.

**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 will have to be borne by the contractor.

**IDLE LABOUR:**

Whatever the reasons may be no claim or 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 be entertained under any circumstances.

**CHARGES AND FEES PAYABLE BY CONTRACTOR:**

(a) The contractor shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liability of every kinds for breach of such statute regulation or law.

(b) The contractor shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other protected write 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.

**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.

**REALISATION OF DEPARTMENTAL CLAIMS:**

Any some 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 these contract or under any other contract made by the contractor with the Government.

**COMPLIANCE OF DIFFERENT ACTS:**

The contractor shall comply with the previsions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and order issues hereunder from time to time. If he fails to do so, the Engineer-In-Charge may at his discretions, take necessary measure for compliance of statutory act by the contractor. The contractor shall have to take all 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 Office under the contract labour (Regulation & Abolition) Act, 1970. The contractor shall be bound to furnish the Engineer-in-charge all the returns particulars 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 issue. Overall the agency has to abide by the law of the land.

**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.

**PROGRAMME OF WORK:**

Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the materials men and equipments. 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 therefore as provided in the said clause shall be deemed to have been sufficiently complied with if the actual progress of work 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.

#### **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 work, 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 or their responsibility for correctness thereof.

#### **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 Executive Engineer of the Division concerned will be recovered from the contractor.

#### **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 whatever, in this respect will be made to the contractor.

#### **TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:**

All material and workmanship shall be in accordance with the specifications laid down in the contract and 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 test from outside Laboratory as per instruction of Engineer-In-Charge. The cost of all such tests would be borne by the agency.

#### **TIMELY COMPLETION OF WORK:**

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 work order. Time for completion as specified in the tender shall be deemed to be essence of the contract.

#### **PROCUREMENT OF MATERIALS:**

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

#### **REJECTION 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 claim for any loss or damage of that account.

#### **FORCE CLOSURE:**

In case of force closure or abandonment of the work by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.

**TENDER'S 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 item of work as shown in the priced schedule of probable item of work 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.

**DELAY DUE TO MODIFICATION DRAWING AND DESIGN:**

The contractor shall not be entitled for any compensation for any loss suffered by him due to delays arising out of modification of the work due to non-delivery of the possession of site.

**DOCUMENTS & CERTIFICATES:**

The department may ask for any valid document like manufacturer s test certificate, document for purchase of the material etc. as deemed fit by the engineer-in-charge to ascertain genuinely of material supplied by/ used in the work by the contractor. The contractor SHALL remain bound to submit all such documents to the department.

**Signature and address of the Tenderer**

Chief Engineer  
Bidhannagar Municipal Corporation  
**Signature of Tender Accepting Authority**