

# OFFICE OF THE MUNICIPAL COUNCILLORS MAL MUNICIPALITY

P.O. - MAL, DIST. - JALPAIGURI

**STATE PLAN of  
GoWB**

PIN: 735221, WEST BENGAL

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**Memo No.:- MM/C/914/2018-19**

**Dated: 28.09.2018**

## **NOTICE INVITING e-QUOTATION**

*eNIB NO: - 8 of 2018-2019 (WATER SUPPLY SCHEME)*

The Chairman, Mal Municipality, on and for behalf of the Board of Councillors of Mal Municipality invites sealed competitive Bid on Item rate Basis (Two part System) from reliable and resourceful Companies/Firms/ Contractors having experience and technical acumen in preparation of Design, Analysis along with drawings of Intake-Well, Infiltration gallery, Sub-surface seepage cut off wall (dyke) as noted below the eligibility and depicted hereunder for participating in the e-Bid.

1.	Name of Work:	Investigation of River bed of Neora at proposed location for 6.38 MLD capacity Intake Well at river bed of Neora for Water Supply Scheme within Mal Municipal area in the District Jalpaiguri under State Plan.
2.	Scope of Work	<p>The Geo-Physical Investigation of river Neora for the designing purpose of 6.38MLD capacity Intake well at either on the River bed or adjacent to the embankment of river. The detail survey &amp; analysis shall be done for :-</p> <ol style="list-style-type: none"> <li>a) Reconnaissance survey of river and adjacent area with preparation of area map.</li> <li>b) Sub-Surface Sounding at river bed and embankment by Electrical resistivity survey.</li> <li>c) Conducting pump out test at potential locations to find out yield , permeability &amp; transmissibility.</li> <li>d) Determining the size , nos of proposed Intake well / Tube well , depth, diameter of the well / tube well , spacing of the well / tube well and locations thereof.</li> <li>e) Detail Soil Investigation to determine scouring depth etc.</li> <li>f) Complete hydraulic parameters and radius of influence and hydraulic conductivity.</li> <li>g) Thorough Investigation of river bed to access whether the sufficient quantum of sub-surface water required for this project is available or not.</li> <li>h) Minimum 6 ( six ) sets of Design, Analysis sheet, Maps &amp; drawing alongwith "Recommendation regarding viability of the project must be ascertained" as hard copy and One Soft Copy has to be submitted by the bidder with the verification &amp; authentication from the competent authority of any Central / State Govt. Institution.</li> </ol>
3.	Location of Work:	<b>River bed of Neora Vill &amp; P.O. - Malbazar, P.S:-Mal Kotwali, Dist.:-Jalpaiguri (W.B.)</b>
4.	Eligibility to participate in the Bid	<p>Having experience and technical acumen in preparation of Design along with drawings of Intake-Well, Infiltration gallery, Sub-surface seepage cut off wall (dyke) in a single contract at least 0.50 MGD/ 3.0 MLD during last five financial years in any Government Department/Board/Semi-Govt./Corporation/Statutory Authority/Undertaking etc.</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">Having GST Registration Certificate, valid P.Tax Challan , PAN Card, Trade License and ITR (last FY)</p> <p style="text-align: center;">AND</p> <p>Having sufficient qualified technical personnel (to be employed under the firm for at least 2 consecutive years) with sound knowledge and experience in execution of similar nature of works.</p>

			<b>Note:</b> a) Only works of nature depicted above completed successfully will be treated as credential.
			b) The bidder have no adverse report, on any account, against their organization for any project worked during last 5 (five) years or working at present. This clause will lead for rejection of application, even after fulfilment of other eligibility criteria. However the tender inviting authority reserves the right to relax the eligibility criteria if felt necessary for the interest of fair competition.
5.	Documents to be produced in support of Credential for Bid Part-I (Prequalification Documents)		A successful performance and completion certificate supplemented with Work Order/ BoQ/ Priced Schedule along with payment certificate within last five financial years prior to the date of issue of this Notice issued by the competent authority shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice ( <b>Ref: Sl. No. 4 :Eligibility to participate in the Bid</b> ). Besides this, following documents shall have to be furnished:-
		a.	Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm
		b.	List of machines and equipment's necessary for field as well as laboratory test for all materials. List of technical persons.
		c.	Experience and address, fax & telephone nos. , mobile no., & E-mail ID nos. of the firm.
			<b><u>All documents in original to be produced in due course of time as &amp; when asked by the Bid inviting authority.</u></b>
6.	Earnest Money		2% of the Quoted Bid price in two parts, vise
		a.	The Initial Earnest Money Rs. 10,000.00 (Rupees Ten Thousand only), shall be remitted by the Contractor online through <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> portal payment gateway only in respect of tender ID. Every such Transfer shall be done on or after the date of publish of NIT. Any Tender without such online payment of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as statutory document.
		b.	Balance Earnest Money Deposit @ 2% of the Quoted Bid amount beyond Rs. 10,000.00 (if any) shall have to be deposited after acceptance of Bid Proposal. <b>(Follow the procedure as mentioned in Memo No. 3975- F(Y) Dt. 28/07/2016 of Finance Department which is furnished below).</b> A. A Bidder desirous of taking part in e-tender/quotation invited by <b>The Chairman, Mal Municipality</b> , Mal will login to the e Procurement portal of the Government of West Bengal from the website: <a href="http://etender.wb.nic.in">http://etender.wb.nic.in</a> directly with the help of their Digital Signature Certificate. He will select the tender to bid and initiate payment of pre- defined EMD/Tender fees for that tender by selecting from either of the following payment modes: (i) Net Banking (any of the listed bank in the ICICI Bank payment Gateway) in case of payment through ICICI Bank Payment Gateway (ii) RTGS/NEFT is case of offline payment through bank account in any bank. <b>Payment Procedure:</b>  (a) Payment by Net Banking (any listed bank) through ICICI Bank Payment gateway : (i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction. (ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction. (iii) Bidder will receive a confirmation message regarding success/failure of the transaction. (iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective <b>Pooling account of the State Government Office/PSU/Autonomous Body/Local Body/PRIs</b> , etc. maintained with <b>the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.</b> (v) If the transaction is failure, the bidder will again try for payment by going back to the first step. <b>(b) Payment through RTGS/NEFT</b> (i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details

		<p>to process RTGS/NEFT transaction.</p> <p>(ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.</p> <p>(iii) Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.</p> <p>(iv) If verification is successful, the fund will get credited to the respective Pooling account of the State Government/PSU/Autonomous Body/Local Body/PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.</p> <p>(v) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.</p> <p>(vi) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.</p> <p><b>Refund / settlement process of EMD</b> [ as per order no- 3975-F(Y) Dated-28/07/2016 of Finance Dept , Govt of W.B.]</p> <p>i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-procurement portal of the State Government, the tender inviting authority will declare the portal of bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-procurement portal through web services.</p> <p>ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bids is uploaded to the e-procurement portal by the tender inviting authority.</p> <p>iii. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the L<sub>1</sub> and L<sub>2</sub> bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-procurement portal by the tender inviting authority. However, the L<sub>2</sub> bidder should not be rejected till the LOI process successful.</p> <p>iv. If the L<sub>1</sub> bidder accepts the LOI and the same is processed electronically in the e-procurement portal, EMD of the L<sub>2</sub> bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L<sub>1</sub> bidder is uploaded to the e-procurement portal by the tender inviting authority.</p> <p>v. As soon as the L<sub>1</sub> bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal-</p> <p>a) EMD of the L<sub>1</sub> bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L<sub>1</sub> bidder.</p> <p>b) EMD of the L<sub>1</sub> bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L<sub>1</sub></p>
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		<p>bidder.</p> <p>In both the above cases, such transfer will take place within T+1 Bank working Days where T will mean the date on which the Award of Contract (AOC) is issued.</p> <p>vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.</p> <p>vii. Once the EMD of the L<sub>1</sub> bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head “0070-60-800-013-27” through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.</p> <p>All refunds will be made mandatorily to the Bank A/c from which the payment of EMD &amp; Tender Fees (if any) were initiated</p>																																	
7.	Cost price of Bid documents	Nil																																	
8.	<b>Date and Time Schedule :-</b>	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Particulars</th> <th>Date and Time</th> </tr> </thead> <tbody> <tr> <td>a)</td> <td>Date of uploading of NIEB. and Bid Documents online) (Publishing Date)</td> <td>29/09/2018</td> </tr> <tr> <td>b)</td> <td>Documents download/sell start date (Online)</td> <td>29/09/2018 at 17:00 Hrs.</td> </tr> <tr> <td>c)</td> <td>Date of Pre Bid Meeting with the intending bidders In the office of the Superintending Engineer, North Circle, and Municipal Engineering Directorate. 116 Ashutosh Mukharjee Road (2<sup>nd</sup> floor),college para . Shiliguri-734001. Phone-0353-2433954 Email id- supernc.med@gmail.com</td> <td>11/10/2018 at 3:30 Hrs.</td> </tr> <tr> <td>d)</td> <td>Bid submission start date (On line)</td> <td>15/10/2018 from 11:00 Hrs.</td> </tr> <tr> <td>e)</td> <td>Bid Submission closing (On line)</td> <td>29/10/2018 upto 17:00 Hrs.</td> </tr> <tr> <td>f)</td> <td>Bid opening date for Technical Proposals (Online)</td> <td>01/11/2018 at 11:00 Hrs.</td> </tr> <tr> <td>g)</td> <td>Date of uploading list for Technically Qualified Bidders (online)</td> <td>To be notified later</td> </tr> <tr> <td>h)</td> <td>Date and Place for opening of Financial Proposal (Online)</td> <td>To be notified during uploading of Technical Evaluation Sheet of Bidders</td> </tr> <tr> <td>i)</td> <td>Date of uploading of list of qualified bidders along with the offer rates through (on line),</td> <td>To be notified later.</td> </tr> <tr> <td>j)</td> <td>Also if necessary for further negotiation Through offline for final rate.</td> <td>To be notified later.</td> </tr> </tbody> </table>	Sl. No.	Particulars	Date and Time	a)	Date of uploading of NIEB. and Bid Documents online) (Publishing Date)	29/09/2018	b)	Documents download/sell start date (Online)	29/09/2018 at 17:00 Hrs.	c)	Date of Pre Bid Meeting with the intending bidders In the office of the Superintending Engineer, North Circle, and Municipal Engineering Directorate. 116 Ashutosh Mukharjee Road (2 <sup>nd</sup> floor),college para . Shiliguri-734001. Phone-0353-2433954 Email id- supernc.med@gmail.com	11/10/2018 at 3:30 Hrs.	d)	Bid submission start date (On line)	15/10/2018 from 11:00 Hrs.	e)	Bid Submission closing (On line)	29/10/2018 upto 17:00 Hrs.	f)	Bid opening date for Technical Proposals (Online)	01/11/2018 at 11:00 Hrs.	g)	Date of uploading list for Technically Qualified Bidders (online)	To be notified later	h)	Date and Place for opening of Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Bidders	i)	Date of uploading of list of qualified bidders along with the offer rates through (on line),	To be notified later.	j)	Also if necessary for further negotiation Through offline for final rate.	To be notified later.
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9.	Time of completion	<b>Time of completion of the Contract is 90(Ninety) calendar days from the date of issue of Work Order.</b>																																	

10.	Site inspection & general information	Intending Bidders are required to inspect the site of the Project with particular reference to location and infrastructure facilities. They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices. They are also acquainted with relevant IS specifications with latest amendments of CPHEEO manuals, Clauses & Sub Clauses of the Bid documents and to have fully acquainted with all details of work front, communications, underground utility services, seasonal weather and its variation, labours, water supply, existing & proposed site levels, position and diversion of transportation and barricading , if required, electricity and any other general information including topological condition & existing level and level pertaining to and needed for the work to be completed in time properly.
11.	Bid documents	A full set of Bid documents consists of 2 Parts. These are  <b>PART I</b> :-Containing all documents in relation to the name of the firm applied for and credential possessed along with all documents as depicted in Sl. No. 4 along with this NIEB and its all corrigenda's.  <b>And</b> <b>Section A:</b> Description of the Project. <b>Section B:</b> Conditions & requirements for Bidding. <b>Section C:</b> General conditions of the Contract. <b>PART II</b> :-Containing the Following Document.  Bid Price / Price Schedule.(.xls format)
12.	Validity of Bid	A Bid submitted shall remain valid for a period of 180 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.
13.	Withdrawal of Bid	A Bid once submitted shall not be withdrawn within the validity period. If any Bidder/Bidders withdraw his/their Bid(s) within the validity period then Earnest Money as deposited by him/them will be forfeited.
14.	Acceptance of Bid	The "Chairman, Mal Municipality" will accept the Bid. He /She does not bind himself/herself to accept otherwise the lowest Bid and reserves to himself/herself the right to reject any or all of the Bids received without assigning any reason thereof.
15.	Intimation	The successful Bidder will be notified in writing of the acceptance of his Bid. The Bidder then becomes the "Contractor" and he shall forthwith take steps to execute Formal Contract Agreement in appropriate "MUNICIPAL 'K' FORM " with the "The Chairman, Mal Municipality "and fulfil all his obligations as required by the Contract.
16.	Escalation of Cost	There will be no escalation in cost for materials or labour and the contract price mentioned in the contract stands valid till completion of the contract, and other obligation, if any.
17.	Name & address of Engineer-In-Charge (EIC) of the Work	Executive Engineer, Jalpaiguri Division ,Municipal Engineering Directorate, Department Of Municipal Affairs Vivekananda Market , Dist :- Jalpaiguri, WEST BENGAL, PIN- 735101 . E-mail ID – <a href="mailto:ee.med.jpg@gmail.com">ee.med.jpg@gmail.com</a> (03561-230578)
18.	Execution of Work	The Contractor is liable to execute the whole work as per direction and instruction of the Executive Engineer, Jalpaiguri Division of Municipal Engineering Directorate who is the "Engineer in Charge" of the work under the control of "Superintending Engineer, North Circle, M.E. Directorate. Siliguri"
19.	Payment	Payment will be made to the successful Bidder by the "Chairman, Mal Municipality" periodically only on receipt of written recommendation from the Executive Engineer, Jalpaiguri Division of Municipal Engineering Directorate, Govt. of West Bengal.
20.	Influence	Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render his Bid liable to rejection.
<b><u>Following clauses are to be adhering to by the concerned Bidder during the process of Bidding.</u></b>		
21.	In case office faces sudden closure owing to reason beyond the scope and control of "The Chairman, Mal Municipality", any of last date/dates as schedule in Sl. No 8 may be extended up-to/to next and following working day without issuing further and separate notice should the "The Chairman, Mal Municipality", feels it to be necessary and exigent.	
22.	Persons having authenticated and having registered Power of Attorney may be considered lawfully becoming to be acting on and for behalf of the Bidder.	
23.	Sufficient care has been taken to avoid variance in between the contents of the listed Documents in the Bid document. However, if there is any variance between the contents of different documents, the	

	provision of documents appearing earlier in the list shall prevail over the same provided in the contents coming later.
24.	Imposition of any duty/tax/rule etc. owing to change /application in legislations/enactment shall be considered as a part of the contract and to be adhering to by the Bidder/Contractor strictly.
25.	Bid Acceptance Authority is the " <b>The Chairman, Mal Municipality</b> ".
26.	In case of any dispute arising from any clauses of similar nature between bid documents and municipal Form "K", the decision of the Superintending Engineer, North Circle, M.E. Directorate, Siliguri will be final and binding.
27.	<b>All usual deductions for taxes as applicable i.e. GST, IT, and Labour welfare cess etc.</b> as applicable will be made from the bills from time to time (please refer cl.57 of section C).
28.	No conditional Bid shall be entertained.
29.	In the event of e-Filing intending bidder may download the Bid document from the website <a href="http://wb.tender.gov.in">http://wb.tender.gov.in</a> directly by the help of Digital Signature Certificate & necessary cost of Bid document (if any) may be remitted through demand draft/ pay order issued from any nationalized bank in favour of "The Chairman, Mal Municipality", payable at Jalpaiguri & same may be documented along with earnest money Deposit through e-Filing, (scanned copy to be submitted)(Details of which has been narrated in "Instruction to Bidders"). Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed in the Website <a href="http://etender.wb.nic.in">http://etender.wb.nic.in</a> . Bid document may be downloaded from website & submission of Technical Bid/Financial Bid as per Bid Schedule.
30.	The Earnest Money, as specified in this NIEB shall be paid by ONLINE Only. Any Bid without EMD through online (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled.
31.	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 Bid, the cost of visiting the site shall be at the Bidder's own expense. Traffic management and execution shall be the responsibility of the Agency at his/her/their risk and cost.
32.	Prospective applicants are advised to note carefully the minimum qualification criteria as Mentioned in 'Instructions to Bidders' before bidding.
33.	During scrutiny, if it is come to the notice to Bid inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that Bidder will not be allowed to participate in the Bid and that application will be out rightly rejected without any prejudice.
34.	Before issuance of the work order, the Bid inviting authority may verify the Credential & other documents with the original of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is either manufacture or false, in that case, L.O.A./ work order will not be issued in favour of the bidder under any circumstances.
35.	If any discrepancy arises between two similar clauses on different notifications, the decision of "Superintending Engineer, North Circle, M.E.Dte." is final & binding.
36.	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.
37.	Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any Bid 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 Bid. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act,1908.
38.	Any legal matter will be settled within the jurisdiction of Hon'ble District Judges Court at Jalpaiguri, Dist.-Jalpaiguri, West Bengal.
39.	Bidder would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the conditions of the Bid documents before the Bid Inviting Authority in writing 48 hours prior to Pre Bid Meeting, beyond such period no representation in that behalf will be entertained by the Bid Inviting Authority.
40.	The successful Bidder will remain liable for following with West Bengal Contract Labour (Regulation & Abolition) Act 1970 and necessary certificates from appropriate authority to be submitted within 07 (seven) days from the date of issue of work order, otherwise the work order will be cancelled.
41.	The participating bidder has to upload the drawing of all zone showing diameter and location of Sluice valve (Sluice valve may be located at junction point and at the point where diameter of the pipe changes as per standard norms) and its chamber, end cap etc. as mandatory document under technical bid. If not uploaded the bidder will be not allowed to participate in financial bid.
42.	The successful bidder has to provide detailed estimate along with rate analysis (if any) and drawing of each zone along with sectional drawing for each diameter of pipe(in reference of drawing uploaded under technical document of this bid) for all works against each item as per the clause 4.0 of Section A & Items in BOQ(.xls format) with all necessary break up elaborately for justification of rates if asked by the concerned authority before acceptance of bid which will be treated as part of contract and the working drawing will also be prepare on the basis of this document later and will be sent for approval to competent authority. The total estimated cost against total quantity of pipe will be represented by unit rate for each item of work. For preparation of estimate the agency may consult PWD Schedule, PHE Schedule and approved market rate.
43.	Successful Bidder will have to submit requirement of all materials, work programme and Working drawing for laying and sectional drawing as per IS Specification for each dia. of pipe(on the basis of clause 41 of this section) after awarding work order by competent authority.
44.	The Approximate quantity of Pipes to be laid may be deviate by (+/-) 10 % of the total quantity as given in sl no. 2 considering the actual site condition and scope of work.
45.	Payment ( Running Account Bill ) will be made periodically against each item (Dia)of work as per clause 57 Of Section C of

the bid document as per progress and satisfaction of Engineer-In Charge. Additional Security Deposit @ 8% (eight percent) will be deducted from each and every running bill. The entire amount of such 10% (ten percent) of Security Deposit (Initial 2% + additional 8%) will be refunded without any interest only after successful completion of the whole work in all respect as per clause 57 of section C after full satisfaction of E.I.C.
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**Chairman**  
**Mal Municipality**

INSTRUCTION TO BIDDERS/BIDDERS  
SECTION – A-I

**1. General guidance for e-Bidding**

Instructions/ Guidelines for bidders for electronic submission of the Bids have been annexed for assisting them to participate in e-Bidding.

**2. Registration of Bidder**

Any Bidder willing to take part in the process of e-Bidding will have to be enrolled and registered with the Government e-procurement system, through logging on to <https://wb.tender.gov.in> The Bidder is to click on the link for e-Bidding site as given on the web portal.

**3. Digital Signature certificate (DSC)**

Each Bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of Bids, from the service provider of the National Information's Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Web Site stated in Clause 2 of Guideline to Bidder. DSC is given as a USB e-Token.

**4. The contractor can search and download NIEB and Bid Documents**

Electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.

**5. Submission of Bids.**

General process of submission, Bids are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal and the other is Financial Proposal before the prescribed date and 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).

**A. Technical proposal**

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

**A-1. Statutory Cover Containing**

**1. Prequalification Document**

- i. As per Sl. No. 4
- ii. Prequalification Application (Sec-B, Form – I)
- iii. Scanned Copy of earnest money (EMD) as prescribed in the NIEB.

**2. NIEB(download and upload the same Digitally Signed)**

**3. Technical Document (To be filled, scanned & digitally signed)**

- i. Financial Statement (Section – B, Form – II).
- ii. Affidavits (Ref:-Declaration Of The Bidder )
- iii. Bank Solvency Certificate.
- iv. Form III & IV Of Section B.
- v. Declaration by the Bidder.
- vi. Prepared Drawing in .pdf format(A0 scale)

(The autocad drawing may be obtained from concerned divisional office after publishing of the bid document for showing locations of different items if required and sluice valve chambers and to be uploaded.)

**A-2. Non statutory Cover Containing/My Documents**

- i. Registration Certificate under Company Act. (if any).
- ii. Registered Deed of partnership Firm/ Article of Association and Memorandum
- iii. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- iv. Tax Audit Report along with Balance Sheet and Profit and Loss A/c for the last five years(year just preceding the current Financial Year will be considered as year – I)
- v. Clearance Certificate for the Current Year issued by the Assistant Registrar of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers’ Co.-Opt.(S)
- vi. List of machineries possessed by own/arranged through lease deed along with authenticated documents of lease / sub-lease / hire basis etc.
- vii. List of laboratory Instrument.
- viii. List of technical staff along with structure and organization (Section – B, Form – III).

Note: - Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the Bid liable to be summarily rejected for both statutory and non-statutory cover.

**Intending Bidders should upload Non-Statutory documents as per following folders in My Document:**

<b>E-Bidding system of Government of West Bengal</b>			
<b>Bidder Document Sub Category Master</b>			
<b>Sl. No.</b>	<b>Category Name</b>	<b>Sub Category Name</b>	<b>Sub Category Description</b>
A	CERTIFICATES	A1. CERTIFICATES	1.GST Registration Certificate 2.PAN Card, 3. P.Tax Challan, 4.Trade License 5. Income Tax Receipt (Last Financial Year)
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	1. Proprietorship Firm (Trade License). 2. Registered Deed of partnership Firm 3. Registration Certificate under Company Act. (if any). Ltd. Company (Incorporation Certificate , Trade License) 4. Power of Attorney (For Partnership Firm/ Private Limited Company, if any) 5. Society (Society Registration copy, Trade License)



C	CREDENTIAL	C1. CREDENTIAL1	Similar nature Work & Completion Certificates along with work order , Priced schedule and payment certificate issued by competent authority (as per Sl No. 4 of NIEB)
D	EQUIPMENT	D1.LABOURTARY	1. List of Machineries and equipment necessary for field as well as laboratory test of all materials as per NIEB
		D2. CIVIL MACHINERIES	
		D2. ELECTRICAL MACHINERIES	
		D2. MECHNANICAL MACHINERIES	
		D2. MISCELLENEOUS MACHINERIES	
E	FINANCIAL INFO	E1. P/L & BALANCE SHEET 2011-2012	
		E2. PAYMENT CERTIFICATE 1	Payment Certificate in support of valid credential only to be submitted(as per NIEB)
		E3 PAYMENT CERTIFICATE 2	
F	MANPOWER	F1. TECHNICAL PERSONNEL	1. List of sufficiently qualified technical person (as per Sl No 4 of NIEB)
		F2. TECHNICAL PERSONNEL ON CONTRACT	1. List of technical personnel employed under the organisation (or on contract basis ) in details with name, qualification, experience and, address with contact number.
G	DECLARATION	DECLARATION 1	

**Note:- Failure of submission of any of the above mentioned documents (as stated in A1 & A2) will render the Bid liable to summarily rejected for both statutory & non statutory cover. All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the contractor in the Declaration Folder of My Documents.**

**B. Bid Evaluation**

- i. Opening and evaluation of Bid :- If any Bidder is exempted from payment of EMD, copy of relevant Government order needs to be furnished (applicable in case of Registered Labour Co-Operative Society).
- ii. Opening of Technical proposal :- Technical proposals will be opened by the Bid Inviting Authority electronically from the website using his/ her Digital Signature Certificate.
- iii. Cover (folder) of statutory documents (vide Cl. No. 5.A-1) should be opened first and if found in order, cover (Folder) for non-statutory documents (vide Cl. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents the Bid will summarily be rejected.
- iv. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded and handed over to the Bid Evolution Committee. Scrutiny of technical proposal and recommendation thereafter and processing of comparative statement for acceptance etc. will be made by the Municipal Engineering Directorate, under the Deptt. of Municipal Affairs, Govt. of West Bengal. Comparative Statement may be forwarded to appropriate authority depending on the value of the work as applicable as per existing norms and guidelines Govt. Of West Bengal.
- v. Uploading of summary list of technically qualified bidders.

vi. Pursuant to scrutiny and decision of the screening committee the summary list of eligible Bidder and for which their proposal will be considered and uploaded in the web portals.

vii. While evaluation, the committee may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

**C. Financial proposal**

**As per Sl. 11 , Bid Price / Price Schedule. To be uploaded digitally signed by the Bidder.**

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

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

**7. Penalty for suppression / distortion of facts**

Submission of false document by Bidder is strictly prohibited and in case of such act by the Bidder the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

**8. REJECTION OF BID**

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

The Bidder whose Bid has been accepted will be notified by the Bid Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract.

The Agreement in Printed Bid Form will incorporate all necessary documents e.g. NIEB., all addenda-corrigendum, different filled-up forms (Section –B), Price Schedule and the same will be executed between the Bid Accepting Authority and the successful Bidder.



**Chairman  
Mal Municipality**

SECTION – B

FORM –I

**PRE-QUALIFICATION APPLICATION**

**To  
The Chairman,  
Mal Municipality,  
Dist:-Jalpaiguri,  
West Bengal,**

Ref: - Bid for \_\_\_\_\_

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

\_\_\_\_\_ **NieB No.:**

Dear Sir,

Having examined the Statutory, Non statutory and NieB documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of \_\_\_\_\_ In the capacity \_\_\_\_\_ duly authorized to submit the order.

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

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

We understand that:

(a) Bid Inviting and Accepting Authority can amend the scope and value of the contract bid under this project.

(b) Bid Inviting and Accepting Authority reserves the right to reject any application without assigning any reason.

**Encl :- e-Filing:-**

1. Statutory Documents
2. Non Statutory Documents

Date: -

**Signature of applicant including title**

and capacity in which application is made.

**SECTION – B**

**Form - II**

**FINANCIAL STATEMENT**

**B.1** Name of Applicant :

**B.2** Summary of assets and liabilities on the basis of the audited financial statement of the last five financial years.

(Attach copies of the audited financial statement of the last five financial years)

	1st Year (Rs. In lakh)	2nd Year (Rs. In lakh)	3rd Year (Rs. In lakh)	4th Year (Rs. In lakh)	5th Year (Rs. In lakh)
a) Current Assets :  (It should not include investment in any other firm)					
b) Current liabilities :  (It should include bank over draft)					
c) Working capital :  (a) – (b)					
d) Net worth :  (Proprietors Capital or Partners Capital or Paid up Capital + Reserve and surplus )					
e) Bank loan/ Guarantee :  (As per clause G.2. with all sub clauses)					

<b>B.3</b> Annual value of construction works undertaken :						
Work in hand i.e. Work order issued	As on 31.03.2016	As on 31.03.2015	As on 31.03.2014	As on 31.03.2013	As on 31.3.20112	As on 31.03.2011

Signed by an authorized officer of the firm

\_\_\_\_\_

Title of the officer

\_\_\_\_\_

Name of the Firm with Seal

Date \_\_\_\_\_

**Declaration of the Bidder**

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Rs. 10/- and enclosed with the Bid documents which is required to be submitted in time duly)

I, ....., son of .....  
....., aged about ..... years by occupation  
..... do hereby solemnly affirm and confirm as follow:

1. That, I am the ..... Of ..... have duly authorized by and competent to affirm this affidavit on behalf of the said Bidder.

2. That, I have inspected the site of work covered under NIEB (NIEB No ) circulated through Office memo bearing No ----- dated ----- and have made myself fully acquainted with the site conditions existing level/proposed level and local conditions in and around the site of work. I have also carefully and meticulously gone through the Bid documents. Bid of the above named Bidder is offered and submitted upon due consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid Bidder, being lawfully and duly authorized, promise to abide by all the covenants, conditions and stipulations of the Contractual documents and to carry out, complete the works to the satisfaction of the Bid accepting Authority of the Work and abide by all instructions as may given by the Engineer in Charge of the work time to time. I also hereby undertake to abide by the provisions of Law including the provisions of Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, VAT Act, Income Tax Act as would be applicable to the Contractor upon entering into formal Contract / agreement with the Bid Inviting/Accepting authority.

3. That I declare that, no relevant information as required to be furnished by the Bidder has been suppressed in the Bid documents.

4. That the statement above made by me is true to my knowledge.

Deponent  
Solemnly affirmed by the said  
.....

before me.  
.....  
(1st class Judicial Magistrate / Notary Public)

**SECTION - B**

**FORM- III**

**STRUCTURE AND ORGANISATION**

**A.1** Name of applicant :

**A.2** Office Address :

Telephone No. and Cell Phone No. :

Fax No. :

E mail :

**A.3** 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**

**C. DEPLOYMENT OF MACHINERIES (in favour of owner / lessee):-**

(Original document of own possession arranged through lease deed to be annexed)

(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of Machineries.)

Name of Machine / Instrument	Make	Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Date of release If Engaged
						Idle	Engaged	

For each item of equipment the application should attach copies of (i) Document showing proof of full payment, (ii) Receipt of Delivery, (iii) Road Challan from Factory to delivery spot, is to be furnished.

**Signature of applicant including title**

and capacity in which application is made.

**Memo. No.**

**Dated:**

Copy Forwarded for information and for favour of wide circulation to:

1. The Principal Secretary / Secretary, UD & MA Department, Poura Prasashan Bhavan, DD- I, Sector- I , Salt lake, Kolkata – 700064.
2. The Director, SUDA, ILGUS Bhawan, H.C. Block, Sector-III, salt lake City, Kolkata-106.
3. The Secretary, M.E. Directorate, Bikash Bhawan, Salt Lake City, Kolkata- 91
4. The Chief Engineer, M.E. Directorate, Bikash Bhawan, Salt Lake City, Kolkata- 91
5. The District Magistrate, Jalpaiguri
6. The Additional Chief Engineer, North, M.E.Dte., Siliguri.
7. The Superintending Engineer, North Circle, M.E.Dte., Ashutosh Mukherjee Road,Collegepara, Siliguri.
8. The Executive Engineer, Jalpaiguri Division, M.E.Dte. Jalpaiguri.
9. The Media Officer, Department of Information and Cultural Affairs, Writers Buildings, Kolkata- 700001.
10. The Executive Officer, Mal Municipality.
11. Notice Board.
12. SAE-concern
13. File.

  
**Chairman**  
**Mal Municipality**



**SECTION – A**  
**DESCRIPTION OF THE PROJECT**

**1.0 GENERAL**

Investigation of River bed of Neora at proposed location for Intake Well of 6.38 MLD at river bed of Neora for Water Supply Scheme within Mal Municipal area in the District Jalpaiguri under State Plan.

The Geo-Physical Investigation of river Neora for the designing purpose of 6.38MLD capacity Intake well at either on the River bed or adjacent to the embankment of river. The detail survey & analysis shall be done for :-

- a) Reconnaissance survey of river and adjacent area with preparation of area map.
- b) Sub-Surface Sounding at river bed and embankment by Electrical resistivity survey.
- c) Conducting pump out test at potential locations to find out yield , permeability , transmissibility.
- d) Determining the size , nos of proposed Intake well / Tube well , depth, diameter of the well / tube well , spacing of the well / tube well and locations thereof.
- e) Detail Soil Investigation to determine scouring depth etc.
- f) Complete hydraulic parameters and radius of influence and hydraulic conductivity.
- g) Thorough Investigation of river bed to access whether the sufficient quantum of water required for this project is available or not.

**Recommendation regarding viability of the project must be ascertained.**

**2.0 LOCATION**

RIVER NEORA AT MAL BAZAAR, UNDER MAL MUNICIPALITY, DIST : JALPAIGURI

**SECTION - B**  
**CONDITIONS & REQUIREMENTS FOR BIDDING**

1. Submission of eBid document will not be allowed beyond the schedule time indicated in the eBidding.
2. Each Bidder shall upload his offer in envelopes (statutory and non-statutory)& .xls sheet after digitally signed super scribing the name of the work, name & address of the bidder, NIB No and date of submission of the eBid.
3. Each page of the eBid documents, drawing etc. has to be digitally signed / initiated by the authorized signatory.
4. No eBid proposal will be entertained without the earnest money being submitted as indicated in the NIB. No interest will be allowed for the said earnest money and the Bid issuing authority will hold the same till finalization of the eBid.
5. Any conditional eBid will be liable for rejection.
6. The Bid inviting Authority reserves the right to reserve or amend the eBid documents prior to the date notified for submission of the eBid or also to extend the time mentioned in the NIB under intimation to the Bidders.
7. eBid once offered cannot be withdrawn within a period of 90 calendar days from the date set for opening of eBids. Any extension of this validity period if required will be subject to concurrence of the Bidders.
8. Bidders would be at liberty to point out any ambiguities, contradictions, omissions, etc. seeking clarifications thereof or interpretation of any of the conditions of the eBid documents before the Bid Inviting Authority by uploading his/her doubt within a period of Forty eight hours before the date of Pre bid meeting as per schedule.
9. Written clarification or amendments etc. as may be issued by the Bid Inviting Authority in pursuance to the representation made by the intending Bidders under Clause 10 above shall be final and binding on the Bidders and shall form a part of the eBid documents. Bid Inviting Authority however, reserves the right to have pre Bid

conference with the intending Bidders if deemed necessary. Any point or irregularities or questions could not be raised after expiry of pre bid meeting.

10. Intending Bidders are required to inspect the site of the Project with particular reference to location and infrastructure facilities. They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices. The Bidders must be acquainted with existing ground level(EGL), Highest flood level(HFL), Finished ground level(FGL)/Proposed ground level(PGL), and other required levels.
11. If expenses incurred for site inspection and all activities in the preparation and uploading of the eBid shall be borne by the Bidders.
12. Extra claim or any concession on the ground of insufficient data or information and absence of knowledge of conditions prevailing at the site or situation arising during the execution of the work shall not be entertained.
13. eBid, which have been considered valid on the result of general examination (Prequalification stage) at the time of opening, shall be subjected to subsequent detail scrutiny. Notwithstanding the general examination carried out earlier, the Bid Inviting authority reserves the right of rejection of any eBid, which may be found to be defective during the detail scrutiny.
14. Bidders before uploading the eBid documents shall have to ensure that "Declaration by the eBidder" in the pro-forma set out in the eBid documents is to be filed separately with the eBid documents in the form of Affidavit to be affirmed by the same person signing the Bid documents.
15. The Bid inviting authority reserves the right to accept or reject any or all of the eBid received or to split up the work in groups or to relax any clause without assigning any reason thereof.
16. This set of Bid documents consists of:
  - a. Detail Notice inviting Bid.
  - b. Declaration by the eBidder.
  - c. Main Bid Documents consists of PART I & PART II (Technical) & financial(.xls format)
  - d. Municipal Tender Form.



**Chairman  
Mal Municipality**

### SECTION - C

## GENERAL CONDITIONS OF CONTRACT

## 1.0 DEFINITIONS AND INTERPRETATION

(1) In the Contract, as hereinafter defined, the following words and expressions shall have to be meanings hereby assigned to them, except where the context otherwise requires:

(a) "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid. "However in spite of approval from Competent Authority contractor is solely responsible for design-cum-execution of the whole project as it is turnkey job"

(b) Authority means the "The Chairman, Jalpaiguri Municipality" or his Authorized representative.

(c) "Bank" means the "State Bank of India" or any other Nationalized Bank.

(d) "Calendar day" means a period of twenty four hours extending from midnight to midnight.

(e) "Cash" includes cheque, bank drafts and any other payment voucher authorizing payment from any bank or treasury.

(f) "Contractor" means the person or persons, firm or Corporation who have entered into the contract for the performance of the work.

(g) "Contract price" means the sum as stated in the Bid submitted by the contractor subject to such additions there to or deductions therefore as may be made under the provisions of the contract documents and accepted by the Employer.

(h) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution or maintenance of the works but do not include materials or other things intended to form or forming part of the permanent works.

(i) "District" or Jalpaiguri Municipal Area means the area described as such in Schedule-I of The Act;

(j) "Drawings" means the drawings referred to in the Bid documents and any modification of such drawings approved in writing by the "Superintending Engineer, North Circle, M.E.Dte." or his representatives of Municipal Engineering Directorate from time to time.

(k) "Employer" means "The Chairman, Jalpaiguri Municipality"

(l) "Engineer in Charge" means the Executive Engineer, Jalpaiguri Division of Municipal Engineering Directorate.

(m) "Engineer's Representatives" means any Assistant Engineer or Sub-Assistant Engineer or any Technical Personnel of works appointed from time to time by the Employer or the Engineer to perform the duties set forth in Clause 2 hereof, whose authority shall be notified in writing to the Contractor by the Engineer-in Charge.

(n) "Existing Ground Level (EGL)" means the level of the referred point of the exposed surface of the ground, road or pavement free from extraneous materials and High Flood Level (HFL) means the maximum water level during flood for last consecutive years as decided by competent govt. Department and Finished Ground Level (FGL) is the referred top most point at which land development has to be done by good earth with proper compaction and consolidation.

(o) "Holidays" means a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 or such other day on which the office of the Authority remains closed for the day.

(p) "Local Authority" not only means a Municipal Corporation or Municipality (ULB) or other authority legally entitled to the control or manage local funds but also includes the West Bengal State Electricity Distribution Company Ltd.

(q) "Month" means English calendar month.

(r) "Permanent Work" means the permanent works including equipment to be supplied, executed, erected and maintained in accordance with the Contract.

- (s) "Road" shall include a street, avenue, lane, by-lane or any other access routes over which a person authorized by a Local Authority has a right of way.
- (t) "Rupees" (or Rs. in abbreviation) shall mean Rupees in Indian Currency.
- (u) "Site" means the land and other placed on, under in or through which the Permanent. Works or Temporary Works are to be executed and any other lands and places provided or arranged by the employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.
- (v) "Specification" means the specification referred to in the Bid and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the "Superintendent Engineer, North Circle Municipal Engineering Directorate. Further specification laid down in the P.W.D Schedule of Govt. Of West Bengal & all relevant & latest IS codes with latest amendments will be implied after due approval from S.E (North Circle). In case of any ambiguity or completion of different schedule the decision of S.E (NC), will be final and bindings.
- (w) "Store" means such storage areas including depot, go down, stockyard, dumping yard etc. maintained by the Authority) or where supply of any material for the construction or any work has been undertaken by any authorized agent, by such agent within the District.
- (x) "Temporary Works" means all temporary works of every kind required in or about the execution or maintenance of the Permanent Works.
- (y) "Bid Date" means the date fixed for receipt of Bids as per Notice Inviting Bids or as extended by subsequent notification(s).
- (z) "Bidder" means the person, or persons, Firm, Company or Corporation submitting a Bid for the work contemplated either directly or through a duly authorized representative;
- (aa)"The Act" West Bengal Municipal Act, 1975.
- (bb)"Time" expressed by hours of the clock shall be according to the Indian Standard Time.
- (cc)"Water main" means any pipe or conduit of cast iron, steel or of any other material intended to convey or distribute water;
- (dd)"Works" shall include both Permanent Works and Temporary Works.
- (ee)"Work" means all of the work of the project called for or shown in the Bid documents including preparation, construction improvement and cleans up.
- (2) Singular and Plural: Works importing the singular only also include the plural and vice versa where the context demands.
- (3) Headings or Notes: The headings and marginal notes in these Conditions of Contract shall be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
- (4) Cost: The work "cost" shall be deemed to include overhead costs whether on or off the Site.
- (5) Period of completion: The period of completion shall be 600 (Six hundred calendar days) after issuing the work order.

## **2.0. ENGINEER IN CHARGE AND HIS REPRESENTATIVES**

- (1) Duties and Powers of Engineer in Charge and his Representative - The Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract. Fixation and acceptance of rates for altered or substituted items of work or for additional items of work or their deletion shall however always rest with the same authority (by designation) as had accepted the original Bid.

(2) Representative(s) shall be responsible to the EIC and his/their duties are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, not, accept as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the Works.

(a) Failure of the Engineer's Representative to disapprove any work of materials shall not prejudice the power of the Superintendent Engineer, North Circle Municipal Engineering Directorate , thereafter to disapprove such work or materials and to order the pulling down, removal of breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Superintendent Engineer, North Circle Municipal Engineering Directorate, , who shall thereupon confirm, reverse or vary such decision

### 3.0 ASSIGNMENT

The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or there under, otherwise than a change in the Contractor's bankers of any money due or to become due under this contract, without the prior written consent of the EIC.

### 4.0 SUBLETTING

The Contractor shall not sublet the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not sublet any part of the Works without the prior written consent of the Superintendent Engineer, North Circle, Municipal Engineering Directorate, which shall not be unreasonably withhold and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of the said sub-contractor including his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen, provided always that the provision' of labours on a piece-work basis shall not be deemed to be a subletting under this clause.

### 5.0 CONTRACT DOCUMENTS

(1a) Language: The Contract documents shall be drawn up in the English language. All correspondence, orders, notices etc. shall also be in English.

(1b) Law: The law of India and of the State of West Bengal shall apply to the Contract and the Contract is to be construed accordingly.

(2) Documents Mutually Explanatory: The several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Superintendent Engineer, North Circle Municipal Engineering Directorate, in terms of the provisions in Clause B-2.3 of the Conditions and Requirements for Bidding (omitted portion) who shall thereafter issue to the Contractor instructions thereon. Provided always that if, in the opinion of the Engineer, compliance with any such instructions shall involve the Contractor in any cost, which by reason of such ambiguity or discrepancy could not reasonably have been foreseen by the Contractor, the Engineer shall certify and shall pay such additional sum as may be reasonable to cover such costs with recommendation of the Superintendent Engineer, North Circle, Municipal Engineering Directorate,.

### 6.0 DRAWINGS

Minimum 6 ( six ) sets of Design, Analysis sheet, Maps & drawing alongwith **“Recommendation regarding viability of the project must be ascertained”** as hard copy and One Soft Copy has to be submitted by the bidder with the verification & authentication from the competent authority of any Central / State Govt. Institution

The contractors should submit required design calculations along with drawing at the Office of the Superintending Engineer, North Circle , Municipal Engineering Directorate, in latest version of civil, Mechanical, & Electrical software's with their hard copies and soft copies (in CD). Besides this the soft copies of all Drawing may also be submitted in AutoCAD format as & when required.



**Chairman  
Mal Municipality**