



Irrigation and Waterways Department

(Government of West Bengal)

BIDDING DOCUMENT

(Volume - 1)

NATIONAL COMPETITIVE BIDDING

ITEM RATE CONTRACT

(CIVIL WORKS)

Name of Project: Construction of 122 numbers of RCC Bridges over Drainage Channels and Irrigation Canals as a part of Infrastructure GAP Project in the districts of Bankura, Paschim Bardhaman, Jhargram, Purba and Paschim Medinipur in West Bengal.

Group	Package No	Name of Work
Gr-I	Pck-1(122/373)	Construction of 122 numbers of RCC Bridges over Drainage Channels and Irrigation Canals as a part of Infrastructure GAP Project in the districts of Bankura, Paschim Bardhaman, Jhargram, Purba and Paschim Medinipur in West Bengal.

NIT NO.: WBIW/SE/WC-II/eRFP-03e/2018-19

OPEN TO ALL QUALIFIED BIDDERS AS PER BIDDING DOCUMENT

VOLUME-I

Irrigation & Waterways Directorate
(Government of West Bengal)

Office of the Chief Engineer (South West)
Khasjungle, PO: Abas, Paschim Medinipur
Phone: 03222-263968

January - 2019

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**Irrigation & Waterways Department
Government of West Bengal**

NATIONAL COMPETITIVE BIDDING

(CIVIL WORKS)

NAME OF PROJECT: **Construction of 122 numbers of RCC Bridges over Drainage Channels and Irrigation Canals as a part of Infrastructure GAP Project in the districts of Bankura, Paschim Bardhaman, Jhargram, Purba and Paschim Medinipur in West Bengal.**

PLACE OF OPENING OF BIDS: **Office of the Superintending Engineer, Western Circle-II
Irrigation & Waterways Directorate, Station Road, Midnapore, Paschim Medinipur.
Phone No-0322-268495, 236055, 9830346326,
Email: se.westerncir2@gmail.com**

OFFICER INVITING BIDS: **Superintending Engineer (Western Circle-II), Irrigation & Waterways Directorate,
Station Road, Midnapore, Paschim Medinipur.**

SI No	ACTIVITY	DATES
1	PERIOD OF AVAILABILITY OF: BIDDING DOCUMENT ON THE WEBSITE FOR DOWNLOAD	1 st February, 2019 at 10-00 Hours
2	BID SUBMISSION START DATE AND TIME	1 st February, 2019 at 10-00 Hours
3	DATE AND TIME OF PRE-BID CONFERENCE	7 th February, 2019 at 14-30 Hours at I&WD Office, Jal Sampad Bhawan, Salt Lake City, Kolkata-700091
4	LAST DATE OF SUBMISSION OF BID QUERRIES	6 th February, 2019 by 14-00 Hours
5	DATE OF ISSUANCE OF REPLY TO QUERRIES IN PRE-BID	To be notified in website
6	START DATE OF SUBMISSION OF BID	
7	LAST DATE AND TIME OF SUBMISSION OF BID	21 st February, 2019 up to 15-00 Hours at office of the S.E/WC-II
8	DATE AND TIME OF OPENING OF TECHNICAL BID	23 rd February, 2019 at 11-00 Hours at office of the S.E/WC-II
9	DATE AND TIME OF DECLARATION OF NAME OF BIDDERS WHO ARE RESPONSIVE AND TECHNICALLY QUALIFIED	To be notified later
10	DATE AND TIME OF OPENING OF FINANCIAL BID	To be notified later

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INVITATION FOR BID (IFB)

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Preamble

This Bidding Document shall be read in conjunction with the Standard Bidding Document Procurement of Civil Works (*hereinafter referred to as SBD*) published by Government of India, Ministry of Road Transport & Highways [Reprint, First Published on September 2000].

Following portions /sections of the Standard Bidding Document has been either substituted or partially modified including some addition or deletion.

SI No	Sections	Refer to
1	Invitation for Bid (IFB)	Entire IFB of SBD Substituted in Volume - I
2	Section -1 -Instruction to Bidders (ITB)	Entire ITB of SBD Substituted in Volume - I
3	Appendix and Annexure to Section - 1	Entire Appendix and Annexure to Section - I of SBD Substituted in Volume -I
4	Section -2 -Qualification Information	Entire Section - 2 of SBD Substituted in Volume - I
5	Section-3 Conditions of Contract including Special Conditions of Contract	Retained as in SBD except modification as stated in Section 3-A (Conditions of Particular Application) in Volume - I
6	Section -4 Contract Data	Information pertaining to Contract Data of SBD furnished in Volume - I
7	Section -5-Technical Specification	1) Specifications for Road and Bridge Works (5 th Revision) in general; 2) Specifications for Rural Roads (April 2005) wherever stated in BOQ in Vol-II
8	Section 6- Forms of Bid	Entire Form of Bid has been retained as in SBD except to the extent amended, Vol-III
9	Section -7- Bill of Quantities	Refer Volume - III
10	Section 8 -Securities and Other forms	Entire Securities and other Forms have been retained as in SBD except to the extent amended, Vol-III
11	Section -9-Drawings	Refer Volume - IV with Addenda
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INVITATION FOR BID

(IFB)

GOVERNMENT OF WEST BENGAL
INVITATIONS FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING

NITNo. *WBIW/SE/WC-II/eRFP-03e/2018-19*

dated 31.01.2019

Sub: Construction of 122 numbers of bridges over the drainage channels and irrigation canals as part of Infrastructure GAP Project in Bankura, Paschim Bardhaman, Jhargram, Purba and Paschim Medinipur districts of West Bengal.

Dear Sir,

Superintending Engineer (Western Circle-II), on behalf of the Irrigation & Waterways Directorate, Government of West Bengal (hereinafter referred to as I&WD/Authority) has adopted a single stage –Two Packet Bid System (collectively referred to as the "Bidding Process") for selection of the Bidder (the "Selected Bidder") for Award of the Project. The reputed bidders who find themselves complying with the Qualification Criteria of Request for Proposal /Bidding Document (RFP) are requested to submit their Bids for the subject Works with following details.

Brief Details

Group	Package No	Name of Work	Estimated Cost put to tender	Bid Security	Completion Period
Gr-I	Pck-1(122/373)/Gr-I	Construction of 122 numbers of bridges over the drainage channel and irrigation canal as part of Infrastructure GAP Project in Bankura, Paschim Bardhaman, Jhargram, Purba and Paschim Medinipur districts of West Bengal.	Rs 25500 Lakh	Rs 50 lakhs	30 months

2. Details of this e-NIB are available from the website <https://wbtenders.gov.in> or Departmental website <https://www.wbiwd.gov.in>.
3. **Bid documents (Online) may be downloaded from the website <https://wbtenders.gov.in> directly by the help of Digital Signature Certificate.**

N.B.:- Intending Bidders shall not have to pay the cost of tender documents for the purpose of participating in e-tendering but the successful L1 Bidder shall have to pay the cost of tender documents of requisite set during purchase of tender documents for execution of formal agreement as specified by the Authority. **Cost of Bidding Document shall be Rs 100,000/- (Rupees One Lakh only) in the form of Bank Draft, payable in favour of Executive Engineer (West Medinipur Division), I&WD, Govt of West Bengal, payable at Medinipur. Each Bidder shall apply for the entire package and no segregation of the package is envisaged at this stage.**

Technical Bid and Financial Bid both will be submitted in web portal concurrently duly virus scanned and

digitally signed in the Website: <https://wbtenders.gov.in> Tender documents may be downloaded from website & submission of Technical Bid & Financial Bid should be maintained as per Tender time schedule.

The documents submitted by the bidders in web portal should be properly as per prescribed indexed, virus scanned & digitally signed.

4. **Submission of Bid Security:-**

A. Login by bidder:

- a) A bidder desirous of taking part in this tender invited by Irrigation Waterways Department shall login to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD for that tender by selecting following payments modes:
 - i. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii. RTGS/NEFT in case of offline payment through bank account in any Bank.

B. Payment procedure:

- 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 Pooling account of the State Government /PSU/Autonomous Body/local Body/PRI, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
 - v. If the transaction is failure, the bidder will again try for payment by going back to the first step.
- b) **Payment through RTGS/NEFT:**
 - i. On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
 - ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
 - 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.

- 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.
- v. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

C. Refund/Settlement Process:

- 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 status of the 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.
- 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 bid is uploaded to the e-Procurement portal by the tender inviting authority.
- 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 L1 and L2 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 L2 bidder should not be rejected till the LOI process is successful.
- iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 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 L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
- v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal -
 - a) EMD of the L1 bidder for tender 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 L1 bidder.
 - b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective inked bank accounts along with the bank particulars of the L1 bidder. 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.

- vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updating.
- vii. Once the EMD of the L1 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.
- viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

D. Accounting and Monitoring Process:

- i. The ICICI Internet Banking will communicate to the State Government e-Procurement portal all details of transactions on daily basis.
- ii. The Tender Inviting Authority of the Government Offices/PSUs/ Autonomous Bodies/Local Bodies/PRIs, etc will be using their respective e-procurement User ID and Password to view the EMD and Tender Fees deposited by the bidders in the pooling accounts.
- iii. The nodal officer of the Finance Department, Government of West Bengal will be able to view the Department-wise EMD and Tender Fees deposited by the bidders to the pooling accounts and fund transferred downstream at various stages of the tender process to the Government accounts and bidders' accounts, as applicable by using user access as provided by NIC.
- iii. The details of NIC E-Procurement Help Desk and toll free numbers of ICICI Bank are given below.

NIC Help Desk: 03322236236

ICICI Bank Help Desk: 03340267512 / 03340267513

- E.** The three State Government Enterprises, viz. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Ltd. and Britannia Engineering Ltd. may be dealt separately as per Govt. Notification for exemption from depositing of Earnest Money/Bid Security for participating in the instant Bid subject to the condition that they will furnish security deposit(s) as applicable if selected as a successful bidder in the bid.

5. The intending Bidder(s) are required to quote the **item-wise rate online**.
6. One **Pre-Bid meeting** will be held as stated in the IFB to clarify the issues and to answer the questions on any matter that may be raised at the stage as stated in the Bidding documents.
7. Other details can be seen in the Bidding Documents.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

**Superintending Engineer (Western Circle-II),
I&WD**

Address of Communication :

**The Superintending Engineer (Western Circle-II)
Office of the Superintending Engineer/Western Circle-II
Irrigation & Waterways Directorate,
Station Road, Paschim Medinipur.
Phone No-0322-268495, 236055, 9433125822
Web Site <http://www.wbtenders.gov.in>
Email: sewesterncir2@gmail.com**

SECTION 1

INSTRUCTIONS TO BIDDERS

(ITB)

PREAMBLE

Instructions to Bidder (ITB) of STANDARD BIDDING DOCUMENT PROCUREMENT OF CIVIL WORKS – PART-I published by Government of India, Ministry of Surface Transport , Department of Road Transport and Highways (Latest Reprint) has been substituted and replaced as here-in-below

Section 1: Instructions to Bidders

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A. GENERAL

1. Scope of Bid

- 1.1. Chief Engineer (South West), Irrigation & Waterways Department, Government of West Bengal (hereinafter referred to as the "Employer") invites Bids for the works (as defined in these documents and referred to as "the Works/Project") as provided in the table given in IFB.
- 1.2. The successful bidder shall be expected to complete the Works by the intended Completion Date specified in the Contract Data.
- 1.3. Throughout these Bidding Documents, the terms 'Bid' and 'Tender' and their derivatives (bidder/tenderer, bid/tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

2.1 The expenditure on this Project shall be met from the Special Infrastructure Project Fund out of the budget of the Irrigation & Waterways Department, Govt of West Bengal.

3. Eligible Bidders

3.1. **This Invitation for Bids is open to all the Bidders who satisfy the Qualifying Criteria set out in the Qualification Information in Section -2.**

3.2 All bidders shall provide in Section 2- Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works and any of its affiliates shall not be eligible to Bid for the Project.

For the purpose of this clause 3.2 “Affiliate” means, in relation to either Party and/or JV Members, a person who controls, is controlled by, or is under the common control with such Party or JV Member (the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise).

4. Qualification of the Bidder

4.1. All bidders shall provide in Section 2- Qualification Information, a preliminary description of the work methodology and schedule, including drawings and charts as necessary. The proposed methodology should include program of construction backed with equipment planning and deployment and must be duly supported with broad calculations and quality assurance procedures that are proposed to be adopted so as to justify their capability of execution and completion of the Work as per technical specifications within the stipulated period of completion. The methodology shall clearly indicate the bidders planning for setting up of site office and casting yard at suitable location with the identification of the bridges/cluster of bridges, proposed to be executed from the said premises. Multiple numbers of site offices and casting yards would be required for timely completion of the project package.

4.2 A Bidder must be:

- (i) Proprietorship firm (with the proprietor having residence in India),
- (ii) Partnership firm (with the all the partners having residence in India) or
- (iii) Company registered in India under Indian Companies Act 1956.

Joint Venture or Association of Firms (maximum three) is allowed to bid for the project. Each constituent of any Joint Venture must have at least 20% of estimated amount put to tender as their individual average of annual turnovers from business in any three financial years within the zone of last five financial years and also fulfilling other qualification criteria. Foreign firms/entities, duly registered in India and having their offices in any state are also eligible to apply. A bidder must not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process.

All the bidders shall include the following information and documents with the bids in Section 2:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of construction work performed for each of the last five financial years;
- (c) Experience in works of a similar nature and size for each of the last five financial years and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) Major items of construction equipment proposed to carry out the Contract;

-
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) Audited Balance Sheet on the financial standing of the bidder such as Profit and loss statements for the last five financial years;
 - (g) Evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (not more than 3 months old);
 - (h) Undertaking that the bidder will be able to invest a minimum cash upto 25% of the contract value of work during implementation of the work;
 - (i) Authority to seek references from the Bidder's bankers;
 - (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
 - (k) Proposals for sub contracting components of the Works amounting to more than 10% percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
 - (l) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
 - (m) Power of Attorney, PAN and GST Registration Certificate

4.3 Conflict of Interest

A bidder shall be deemed to have a **Conflict of Interest** affecting the Bidding Process, in case of following broad reasons which are indicative and not exhaustive:

- (i) If the bidder or a member/constituent of the bidder has more than 5% share in any other bidder or Member/constituent of any other bidder;
- (ii) If any individual or any proprietorship firm or partnership firm or any company who is not a bidder but has more than 5% share in any two or more bidders or in any member/constituent of any or more bidders, provided that this disqualification shall not apply to any holding of more than 5% share by a bank, insurance company, pension fund and /or public financial institution referred to in Section 4A of Companies Act 1956.
- (iii) if such a bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

4.4 Qualification Criteria

- 4.4.1 Qualification will be based on bidders meeting all the following minimum pass/fail criteria regarding the bidders general and particular experience, personnel and equipment capabilities and financial position as demonstrated by the bidders responses in the forms and format attached in Section - 2. All qualifications and experience to be considered must be as Prime Agency during the last 5 (Five) years prior to the financial year of issue of this RFP, for works of similar nature under the authority of State/Central Government Department, Government Undertakings and Government institutions in the State of West Bengal or in any other States, Union Territories in India. Further provided, that if the contract of the Prime Agency has been terminated or abandoned or rescinded for any reason whatsoever, experience of the bidder as Sub-Contractor of such Prime Agency shall not be considered irrespective of certificate issues by the Employer. Subcontractors' experience and resources shall not be taken into account in determining the bidders compliance with the qualifying criteria.

To qualify, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria stated here below.

4.4.2 Base Year and Escalation

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India. Base Year shall be the year on which Date of Notice Inviting Bid falls. For avoidance of any doubt, financial year shall for the purpose of this application mean the accounting year followed by the applicant in its normal business.

Multiplying factor for updating

Financial Year	Multiplying Factor
2017-18	1.10
2016-17	1.21
2015-16	1.33
2014-15	1.46
2013-14	1.61

Bidder should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors. In case the financial figures and value of completed works are in foreign currency, the above enhanced multiplying factors will not be applied. Instead, current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

4.4.3 (A) **Mandatory Qualification:**

The Applicant shall meet the following minimum criteria:

- (a) Average annual turnover (defined as billing for works in progress and completed in all classes of **Civil Engineering Construction Works** only) over the last five financial years preceding the financial year on which Date of Notice Inviting Bid falls, **shall not be less than Rs.100 crore. In case of Joint Venture/Association of Firms the aforesaid Annual turnover should be Rs. 225 Crore.**
- (b) Experience in successfully completing or substantially completing at **least one contract of bridge works costing not less than Rs 100 crore** within the last five financial years preceding the financial year on which date of Notice Inviting Bid falls. In case of JV/Associate of firms it should be Rs. 200 Crore

In case a project has been executed by a joint venture, weightage toward experience of the project would be given to each joint venture partner in proportion to their participation in the joint venture.

Substantially completed work means those work which are least 90% completed as on the date of bid submission (i.e. gross value of work done up to the date of bid submission is 90% or more of the original contract price) and continuing satisfactorily.

For these, a Certificate from the employer shall be submitted along with the application incorporating clearly the name of the work, Contract value, billing amount, date of commencement of work, satisfactory performance of the Contractor and any other relevant information. If such certificate is submitted for any particular work by both the lead bidder and any member of the joint venture or Association of firms then the credential of the lead bidder will only be considered.

4.4.4 **Personnel Capabilities**

The Applicant must have suitably qualified personnel to fill the following positions. The applicant will supply information on a prime candidate and an alternate for each position, both of whom should meet the experience requirements specified below:

(Suggested lists is given in **Annexure-I**)

4.4.5 **Equipment Capabilities**

The Applicant should own or should have assured ownership to the following key items of equipment, in full working order and must demonstrate that based on known commitments, they will be available for use in the proposed contract.

The applicant must own/hire through lease agreement, the required plant & machinery as per details mentioned in Annexure-II. The required plant & machineries of prescribed specification shall be as shown in format. Conclusively proof of own/hired (Tax invoice, waybill, delivery challan, in corporation in the balance sheet as fixed assets for own and lease agreement in between leaser & lessee for hired) for each plant & machineries in working condition shall have to be submitted. If the same is already engaged in other works, then name of client along with his contact no. should be furnished in the declaration by the intended bidder countersigned by the client with tentative date of release of such plant & machineries where the same are presently engaged. If necessary, authority may inspect plant & machinery physically or called for the original documents as proof of ownership of the same.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

S. No. Equipment type and characteristics Minimum number required

(1)

(2)

(Suggested lists is given in **Annexure-II**)

4.4.6 **Financial Position**

The Applicant should demonstrate that he has access to or has available liquid assets (aggregate of working capital and uncommitted bank guarantees excluding Fixed Deposits pledged with banks for obtaining Bank Guarantee) not less than 10 per cent of the value of the Estimated Project Cost for the Package.

4.4.7 **Audited Balance Sheets**

The audited balance sheets for the last five financial years should be submitted, which must demonstrate the soundness of the Applicant's financial position, showing long-term profitability including an estimated financial projection for the next two years. If necessary, the Employer will make inquiries with the applicant's bankers.

4.4.8 **Litigation History**

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.

4.4.9 **Bid Capacity**

Applicant shall demonstrate to have Bid Capacity equal to the Estimated Cost of the Package put to Bid.
The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = $(A * N * 2 - B)$, where

A = Maximum value of work executed in any one year during the last five years preceding the year on which date of Notice Inviting this Bid falls (updated to the current price level, if applicable) rate of inflation may be taken as 10 per cent per year prior to FY: 2018-19, which will take into account the completed as well as works in progress;

B = Value at current price level of the existing commitments and ongoing works to be completed during the next "N" year (where "N" = **likely period** of completion of work) and

N = Number of years prescribed for completion of the works for which the bids are invited shall be taken as **2.5 for this RFP.**

4.4.10 Disqualification

Even though the Applicants meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the form, statements submitted; and/or
- Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor; consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy.
- has failed to submit Performance Security within stipulated time and /or failed to enter into Agreement for a civil works contract after being issued letter of Acceptance or declared as successful bidder during last one year.

The rescinding of contract of a joint venture on account of reasons other than non-performance, such as most experienced partner of joint venture pulling out, court direction leading to braking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

4.4.11 Right to Waive

The Employer reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capabilities of a bidder to perform the contract. In such case decision of the Employer shall be final and binding on all the Bidders.

4.4.12 Submissions of Forms and Formats in Technical Bid

The Bidders, along with their Bid, shall submit all the Forms and Formats enclosed in Section -2 only.

The Forms shall include:

SI No	Forms and Formats in Section -2
1	<u>Appendix I - Form-I - General Information</u>
2	FORM-II -GENERAL CONSTRUCTION RECORD
3	FORM (III)-Particular Experience Record
4	FORM (IV) -Summary Sheet: Current Contract commitments / works in progress
5	FORM IV-A -Summary Sheet Experience as Prime Contractor on Works of Similar Nature over the Last Five Years
6	FORM IV -Submit Calculation Assessed Bid Capacity
7	FORM V -Personnel Capabilities
8.	FORM V-A-Candidate Summary
9.	FORM –VI Equipment Capabilities
10.	FORM –VII Financial Capacity

11.	FORM- VII-(A) –Financial Capacity of the Applicant
12.	FORM –VIII –Litigation History
13.	FORM VIII-A –INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF TENDERER OR ABONDEONMENT OF WORK BY TENDERER
14.	FORM-IX -Statement of Legal Capacity
15.	Bidder must submit Evidence of access to or availability of credit facility minimum 10% of the Estimated Cost of the Package for which Bid is submitted and certified by the Bankers (Not more than 1(one) months old) as per Format enclosed in Section -2
16	Proposal, if any, for sub-contracting of the Work, if any .
17	Power of Attorney for signing bid documents as per Format enclosed in Section -2
18	Latest Income Tax clearance Certificate from the concerned department. Registration Certificate for Employees' Provident and ESI
19	The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the Work as per technical specifications within the stipulated period of completion as per milestones.
20	<p><u>UNDERTAKINGS AND AFFIDAVITS</u></p> <p>a)Undertaking for deployment of mandatory Personnel as per Format enclosed in Section -2;</p> <p>b) Undertaking for deployment of mandatory Equipment as per Format enclosed in Section -2-with Affidavit confirming that, if awarded,bidder shall mobilise through owning (not more than 7 years old) or purchase new Concrete Batching Plant (with electronic control) and adequate number of Transit Mixers at site of work for exclusive use of project within 90 days of Date of Agreement;</p> <p>c)Undertaking confirming that the Bidder has visited site prior to submission of Bid per Format enclosed in Section -2;</p> <p>d)Undertaking that Bid shall remain valid for the period specified in Clause 15.1 as per Format enclosed in Section -2;</p> <p>e) Affidavit accompanying the Bid as per Format enclosed in Section.</p>

5. One Bid per Bidder

- 5.1. Each Bidder shall submit only one Bid for one package. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases where alternatives that have been permitted or requested) will result in all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for any costs arising as a result thereof.

7. Site Visit

- 7.1. The Bidders, at their own responsibility and risk shall visit and examine the Site of Work and its surroundings and obtain all the relevant information related to the Site and surroundings which shall include but not be limited to information regarding the availability of material and its sources, climatic conditions, utilities and encumbrances, local conditions, traffic condition on the existing Project road and all other information that may be necessary for preparing the Bid and entering into the Contract for the Work. The costs of visiting the site shall be at the Bidder's own expense. The Bidder shall submit an Undertaking in this regard as per the format provided in Section 2.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1. The set of Bidding Documents comprises of the documents listed below and any addenda issued in accordance with Clause 10 hereof:

Section	Particulars	Volume No.
	Invitation for Bids	
1	Instructions to Bidders & Appendix to ITB	I
2	Qualification Information	
3	Conditions of Contract	
3A	Conditions of Particular Application	
4	Contract Data	
5	Technical Specifications - MoRTH & MoRD (as applicable) - not to be submitted but shall form part of the Agreement	II
6	Form of bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be Furnished by the Bidders	V

- 8.2. Copy of BID documents (volumes I, III and IV etc) is available in Website: <https://wbtenders.gov.in> and at www.wbiwd.gov.in. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume-V in two parts (refer clause 12).
- 8.3. The Bidders are expected to examine carefully all instructions, the Conditions of Contract, the Contract Data, the forms, terms, the Technical Specifications, Bill of Quantities, Annexes and drawings in the Bid Document. Failure on part of a bidder to comply with the requirements of Bid Documents shall be at the sole risk of such Bidder. Bids which are not substantially responsive, pursuant to Clause 26 hereof, to the requirements of the Bid Documents shall be summarily rejected.

9. Clarification on Bidding Documents

9.1. A Bidder requiring any clarification on the Bidding Documents may notify the Employer by e-mail / speed post at the Employer's address that is indicated in the ITB. The Employer shall respond to any request for clarification received till Pre-Bid Meeting. Copies of the Employer's response shall be uploaded on the website of the Employer including a description of the enquiry but without identifying the source of such query.

9.2. **Pre-bid meeting**

9.2.1. A Bidder or its official representative, who choose to attend, are invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in the Appendix to ITB (the "Pre-bid Meeting");

9.2.2. The Pre-bid Meeting shall be held for the purpose of providing clarifications on the relevant issues related to the Bid Documents that may arise at that stage;

9.2.3. The Bidders are requested to submit their queries in writing or by Email/Fax. Queries that reach the Employer after the Pre-bid Meeting shall not be entertained;

9.2.4. Minutes of the meeting, including the text of the queries (without identifying the source of enquiry) and the responses given will be uploaded on the website of the Employer. Any modification of the Bidding Documents listed in Sub-Clause 8.1 which may become necessary as a result of the Pre-bid Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and uploaded on the website of the Employer and not through the minutes of the Pre-bid Meeting.

9.2.5. Non-attendance of a Bidder or its authorized representative at the Pre-bid Meeting shall not be a cause for disqualification of a Bidder.

10. **Amendment of Bidding Documents**

10.1. The Employer may at any time prior to the Bid Due Date modify the bidding documents by issuing an addendum to that effect or by issuing amended Bid Document;

10.2. Any addendum thus issued shall be part of the Bidding Documents and shall be uploaded on the website of the Employer. The Bidders shall keep a track of all relevant updates available on the website of the Employer. The uploading of any Notice /Clarification /Addendum / Corrigenda to the Bidding Document on official website of the Employer shall be adequate discharge of its obligation to notify /intimate/communicate such content and the Employer shall not be in any way liable for any further communication with the Bidders by e-mail/Fax etc. to that effect. The official website of the Employer is <https://www.wbiwd.gov.in>

10.3. To give the Bidders a reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its sole discretion, extend the Bid Due Date, in accordance with Sub-Clause 20.2 herein below.

C. PREPARATION OF BIDS

11. **Language of the Bid**

All documents submitted by a Bidder relating to its bid shall be in English language only.

12. **Documents Comprising the Bid**

12.1 The Bid to be submitted by a Bidder as Volume V of the Bid Document (refer 8.1) shall be in two separate parts:

Part I shall be named "Technical Bid" and shall comprise of the following:

- (i) Bid Security in the form specified in Section 8;
- (ii) The Qualification Information and the supporting documents as specified in Section 2;
- (iii) Certificates, undertakings, affidavits as specified in Section 2;
- (iv) Any other information pursuant to Clause 4.2 hereof;
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1;

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- (vi) Acceptance of the Dispute Review Expert proposed in Clause 36.1.

Part II shall be named "Financial Bid" and shall comprise of the following:

- (i) Form of Bid as specified in Section 6
(ii) Priced Bill of Quantities for items specified in Section 7.

12.2 The bidder shall prepare the bid and submit online only.

12.3. Following documents, which are not submitted with the bid, will be deemed to be part of the bid. Submission of bid shall be deemed as an acknowledgement by the bidder that such bid has been submitted after perusal and acceptance of all the documents stated herein below under this sub-clause 12.3, which are not submitted with the Bid.

Section	Particulars	Volume No.
1	Invitation for Bids(IFB) Instruction to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
9	Drawing	Volume IV

13. Bid Prices

13.1 The Contract shall be for the entire Work as described in Sub-Clause 1.1 herein, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidders shall fill in rates and prices and the line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with the total bid price quoted by the Bidder (both in figures and words). *Items for which no rate or price is entered by a Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities.*

13.3 All duties, taxes, royalties, Cess, including 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996, toll, taxes and other levies payable by the Contractor under the Contract to the State/Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the Bidders.

13.4. **The rates and prices quoted by the Bidders shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.**

14. Currencies of Bid and Payment

14.1. The unit rates and the prices shall be quoted by the Bidder in Indian Rupees only. All payments shall be made in Indian Rupees.

15. Bid Validity

15.1. Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2. In exceptional circumstances, but prior to expiry of the validity of the bid, the Employer may request the bidders to extend the period of validity of their respective bid for a specified additional period. The request and the bidders' responses shall be made in writing or by email/Fax. In case a bidder refuses the said request of the

Employer, its Bid Security shall not be forfeited. A bidder agreeing to the said request shall not be permitted to modify its bid, but shall be required to extend the validity of its Bid Security for the relevant period of the extension and in compliance with Clause 16 in all respects.

- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Employer requests and the bidder agrees to an extension of the validity period, the contract price, if the bidder is selected for award shall be the bid price corrected as follows:

The price shall be increased by the factor of 0.2% for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful Bidder.

- 15.4. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

16. Bid Security

- 16.1. The Bidders shall furnish, as part of their bids, a Bid Security in the amount as mentioned in the table of IFB. The Bid Security shall be in favour of the Employer as named in Appendix and acceptable to the Authority, as per the format provided herein. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Employer as non-responsive.

Bid Security is to be submitted only in online mode.

- 16.2 Deleted.

- 16.3 Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 16.1 above, shall be rejected by the Employer as non-responsive.

- 16.4 Deleted

- 16.5 The Bid Security of the successful bidder shall be returned when the Selected Bidder furnishes the required Performance Security and signs the Contract.

- 16.6 The Bid Security may be forfeited:

- (a) If a Bidder, within the period of Bid Validity withdraw its bid after opening of the bids;
- (b) If a bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
- (c) if the successful bidder fails, within the specified time limit, to:
 - (i) sign the Contract; or
 - (ii) Furnish the required Performance Security.

17. Alternative Proposals by Bidders

- 17.1. Bidders shall submit offers that fully comply with the requirements of the Bidding Documents, including the Conditions of Contract, basic technical design as indicated in the drawings and specifications. Conditional offers or alternative offers shall not be considered and shall be returned as non-responsive.

18. Format and Signing of Bid

- 18.1 Deleted.

- 18.2 Deleted.

- 18.3 The bid is to be digitally signed and submitted online only

D. SUBMISSION OF BIDS

- 19. The bidder shall prepare the bid and submit online only, but shall submit the hard copy of Technical Bid only as submitted online, if required.**

Bidders shall submit the bid namely, Technical Proposal and Financial Proposal through online by the help of Digital Signature Certificate.

Financial Bid: Not to be opened except with the approval of Tender Evaluation Committee. The content of Technical & Financial Bid will be as specified in clause 12.1

19. The Sealing and the Marking of the Bids

19.1. Deleted

A. **Deleted**

B. **Deleted**

19.2. Deleted

19.3. Deleted.

19.4. Deleted.

20. Deadline for Submission of the Bids

20.1. Complete Bids (including Technical and Financial) must be received by the Employer at the address specified in the IFB not later than the Bid Due Date. In the event of the specified date for the submission of bids is declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20.3 Deleted.

21. Late Bids

21.1. Deleted.

22. Modification and Withdrawal of Bids

22.1 Deleted.

22.2. Deleted.

22.3. No Bid shall be modified after the deadline for online submission of Bids.

22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original Bid Validity Period specified in Clause 15.1 above, or as extended pursuant to Clause 15.2 may result in forfeiture of the Bid Security pursuant to Clause 16 hereof.

E BID OPENING AND EVALUATION

23. Bid Opening

23.1. The Bids received, including modifications made pursuant to Clause 22, shall be opened in the presence of the Bidders or their authorized representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids shall be opened at the appointed time and location on the next working day.

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- 23.2. Deleted.
- 23.3. The folder containing the "Technical Bid" shall be opened first. The amount, form and validity of the Bid Security furnished with each Bid shall be announced. If the Bid Security furnished does not conform to the amount as specified in the Invitation for Bid (ref. Column 5 and paragraph 3), Bid shall be declared as non-responsive and the remaining Technical Bid will not be opened.
- 23.4 (i) Deleted
(ii) Deleted.
(iii) Deleted.
(iv) Deleted.
- 23.5. Deleted.
- 23.6. Only the Financial Bids of the technically qualified and the responsive bids shall be opened in presence of such bidders who wish to be present. The responsive bidders' names, the bid prices, the total amount of each bid, and all other details shall be announced by the Employer and recorded. No subsequent issue related to discount shall be taken into consideration.
- 23.7. Deleted.
- 23.8 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

24. Process to be Confidential

- 24.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the Award of the Contract shall not be disclosed to the Bidders or any other persons not officially concerned with such process until the Award to the Successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or Award decisions may result in the rejection of its Bid.

25. Clarification of Financial Bids

- 25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by Email/Fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 25.3. Any effort made by the Bidder to influence the Employer during the Bid Evaluation, Bid comparison or Contract award decisions, may result in the rejection of the Bid of such Bidder.

26. Examination of Bids and Determination of Responsiveness

- 26.1. The Technical and Financial Bids will be evaluated by a High Value Bid Evaluation Committee, to be constituted within the Department. During the detailed evaluation of "Technical Bids", the High Value Bid Evaluation Committee will determine whether each Bid (a) has met the eligibility criteria and Qualification criteria defined in Clause 3 and 4 of ITB; (b) has been properly digitally signed; (c) is accompanied by the required Bid Security and; (d) is substantially responsive to the requirements of the Bidding Documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the Bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without any material deviation or reservation. A material deviation or reservation is

one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, or is inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

- 26.3. If a "Financial Bid" is not substantially responsive, it shall be rejected by the Employer, and shall not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

- 27.1. "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer in the following manner:

- (a) where there is a discrepancy between the rates in figures and in words, the rate in words shall prevail; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail.

- 27.2 The amount stated in the "Financial Bid" will be corrected by the employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the bidder in the following manner:

- (a) If the bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'.

Such adjusted bid price shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the bid will be rejected and the bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

28. Deleted

29. Evaluation and Comparison of Financial Bids

- 29.1. The High Value Bid Evaluation Committee shall evaluate and compare only the bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

- 29.2. The Employer shall determine the evaluated Bid Price for each Bid by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 27.

- 29.3. The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid Evaluation.

- 29.4 No price adjustment will be considered at the time of Bid Evaluation;

- 29.4. Deleted.

- 29.5. Deleted.

- 29.5** If the bid of the Successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of Work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause 34 be increased at the expense of the Successful Bidder to a level as follows:

The Additional Performance Security shall be obtained from the successful bidder, if the accepted bid value is more than 15 (fifteen)% less than Engineers estimate, from the successful bidder having own prime machineries (if applicable) as described in the IFB. If the successful bidder not having ownership of any of the prime machineries, as per IFB, additional performance security shall be obtained from the successful bidder if the accepted bid value is more than 10 (ten)% less than the Engineers estimate.

The Additional Performance Security shall be equal to 10% of the Bid Price for both the above cases.

The Additional Performance Security shall be submitted through Bank Guarantee from any scheduled bank approved by Reserve Bank of India, payable at Kolkata or in West Bengal, as per specimen format stated in Section 8.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LOA, his Bid Security will be forfeited.

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

- 29.6. A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non- responsive

30. Deleted.

F. AWARD OF CONTRACT

31. Award Criteria

- 31.1. Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined
- (i) to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price; and
 - (ii) Deleted.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. In such cases the tender is to be cancelled and invited afresh.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

- 32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any bid and to cancel the Bidding Process 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 grounds for the Employer's action.

33. Notification of Award and Signing of Contract

- 33.1. The bidder whose bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity Period by email or facsimile confirmed by a registered letter (hereinafter referred as the "Letter of Acceptance"). This letter shall state the sum that the Employer shall pay to the Contractor in consideration of the

execution, completion and maintenance of the Works for the defects liability period by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 33.2. The notification of Award through the Letter of Acceptance shall constitute the formation of the Contract, subject only to the furnishing of the Performance Security in accordance with the provisions of Clause 34.
- 33.3. The Contract shall incorporate all agreements between the Employer and the Successful Bidder. It shall be signed by the Employer and the Successful Bidder, within 07 (Seven) days of submission of Performance Security subject to Clause 34 , following the notification of Award along with the Letter of Acceptance. The Employer shall issue notice to the Contractor to proceed with the works (**Notice to Proceed**) within a period of seven working days thereafter. Date of commencement of the project /contract shall be deemed to take effect on the next day of date of issuance of Notice to Proceed.
- 33.4. Upon issuance of the Notice to Proceed, the Employer shall, as soon as possible, notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

- 34.1. Within **21 (twenty one)** days of receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract Price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract:

- unconditional bank guarantee in the form given in Section 8; or
- Bank Draft as indicated in Appendix.

Such Performance Security shall have to be for the full amount as stipulated in this Clause.

- 34.2. In case the Performance Security is provided by the Successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a Nationalized/ Scheduled Indian bank, payable at Kolkata or in West Bengal.
- Bank Guarantee from Co-operative Banks shall not be accepted.

- 34.3. Failure of the Successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the Letter of Acceptance and forfeiture of the Bid Security.

35 Advance Payment and Security

- 35.1. The Employer shall provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36. Dispute Review Expert

- 36.1. Deleted

36. Dispute Redressal Committee

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the executions or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him/her to be outside the requirements of the contract or disputes any drawings, record or decision given in writing by the Engineer or Employer or any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Dispute Redressal Committee, in writing for written instruction or

decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the Contractors letter.

The Dispute Redressal Committee shall be with the following officials as members:

Sl No	Member	Designation
1	Secretary/Irrigation & Waterways Department	Chairman
2	Chief Engineer (Design & Research), Irrigation & Waterways Directorate	Member
3	Chief Engineer (South-West), Irrigation & Waterways Directorate	Member Secretary and Convenor
4	Financial Advisor, Irrigation & Waterways Department	Member

37. Corrupt or Fraudulent Practices

- 37.1. The Employer shall reject a proposal for Award if it determines that the Bidder recommended for Award has engaged in corrupt or fraudulent practices in competing for the Contract in question and shall declare such Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 37.2. Furthermore, bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

Appendix to ITB

Clause Reference
With respect to
Section-I

1. The pre-bid meeting will take place at **Jal Sampad Bhawan Kolkata -700091** [Cl. 9.2.1].
2. Address of the Employer –**The Chief Engineer (South West), Irrigation & Waterways Directorate, Govt of West Bengal, Khasjungle, PO : Abas, Paschim Medinipur** [Cl. 19.2(a)].
3. Identification [Cl. 19.2(b)]: **NIT No : WBIW/SE/WC-II/eRFP-03e/2018-19**

Group	Package No	Name of Work
Gr-I	Pck-1(122/373)	Construction of 122 numbers of bridges over the drainage channels and irrigation canals as part of Infrastructure GAP Project, in Bankura, Paschim Bardhaman, Jhargram, Purba and Paschim Medinipur districts of West Bengal.

Do not open before 15.30 Hrs, 21st February, 2019

4. **The Bids shall be submitted latest by 15.00 Hrs, 21st February, 2019**[Cl.20.1].
5. The Bids shall be opened at **the office of the Superintending Engineer (Western Circle-II), Irrigation & Waterways Directorate, Govt of West Bengal, Station Road, Paschim Medinipur** [Cl. 23.1].
6. The Performance Security and Additional Performance Security, if any shall be in favour of **The Executive Engineer (West Medinipur Division), Irrigation & Waterways Directorate, Govt of West Bengal, Midnapore** [Cl. 34.1].

Annexure-I

Minimum Key personnel for the project

(Reference Cl.4.4.4 of ITB)

Applicant must have suitably qualified personnel to fill following positions. The Table below is the minimum requirement of mandatory personnel. Applicant must provide additional technical personnel, as required and supporting personnel.

Sl. No.	Personnel	Qualification	Nos required
1	Project Manager	B.E. Civil + 15 Years Exp.	1 No.
2	Bridge Engineer	B.E. Civil +12 Years Exp	3 Nos
3	Site Engineer	B.E. Civil + 3 Years Exp.	12 Nos.
4	Plant Engineer(Mechanical and Electrical)	B.E. Mech + 5 Years Exp. or Dip Mech + 10 Years Exp.	1 No.
5	Quantity Surveyor	B.E. Civil + 3 Years Exp.	6 Nos.
6	Quality Control Engineer	B.E. Civil + 5 Years Exp.	3 Nos.
7	Surveyor	LCE or equivalent qualification in field of Survey Engineering with 7	2 Nos

		years Exp	
--	--	-----------	--

Annexure-II

Minimum Nos of equipment required for the project (Clause 4.4.5 OF ITB)

Sl. No.	Type of Equipment	Maximum Age	Nos required
1	Tipper Trucks	5-7	15
2	Motor Grader	5	1
3	Dozer	5	3
4	Front end Loader	5	3
6	Computerized Batch Type Hot Mix Plant with Pollution Control Unit (Minimum 160 TPH Capacity) Drum type HMP shall not be allowed	5	1
7	Water Tanker	5	11
8	Concrete Mixers with Integral weigh Batching facility	5	11
9	Concrete Batching and Mixing plant with automatic control (Minimum 30 cum/hour)	5	3
10	Concrete pump	5	3
11	Excavator	5	3
12	Pneumatic Compressor	5	3
13	Three stage crusher with VSI (Jaw+Cone+VSI)	5	1

Documentary evidence of ownership with date of purchase prior to last date of submission of Bid must be produced with declaration about its current place of deployment;

Documentary evidence of Lease prior to last date of submission of Bid and date of purchase of the equipment must be produced with declaration about its current place of deployment.

SECTION 2

QUALIFICATION INFORMATION

Appendix I

Form-I

General Information

All individual firms are requested to complete the information in this form and attach supporting Documents. Nationality information is to be provided for all owners or bidders who are partnerships or individually owned firms.

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact
4.	Fax	E-mail
5.	Place of incorporation/registration	Year of incorporation / registration

Nationality of Owners (*)		
	Name	Nationality

1.		
2.		
3.		

(*) To be completed by all owners of partnerships or individually owned firms.

Structure and Organization

1. The Applicant is
 - a) a proprietary firm _____
 - b) a firm in partnership _____
 - c) a Company registered under Indian Companies Act 1956
(If yes, give complete information in respect of each partner with copy of document supporting legal status of applicant)
- 1.a Place of Registration _____
- 1.b Principal place of Business _____
2. Attach the Organization Chart showing the Structure of the organization including the name of the Directors and position of Directors.
3. No. of years experience:
 - a) as a Prime Contractor (contractor shouldering major responsibility) _____
 - b) in a Joint Venture _____
4. For how many years has your organization been in business of similar works under its present name? What was your field when _____

your organization was established? Whether any new fields were added in your organization? And if so, when?

5. Where you ever required suspending construction for a period of more than six months continuously after you started? If so, give name of project and reasons thereof. _____
6. Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing the work.) _____
7. In which fields of civil engineering construction, do you claim specialization and interest? _____
8. Give details of your soil and materials testing laboratory, if any (include full range of equipments available; 'make' year and functional conditions indicating their availability for the contractor (s) being applied for) _____
9. Give details of your experience in construction of major bridges/flyovers/ grade separators/ROBs (include name of the authority under whom executed) _____
10. Give details of your experience in fabrication & construction of steel girder/truss bridge (including the methodology of execution adopted) _____
11. Give details of your experience in construction of road works (include your method statement for this item) _____
12. Give details of your experience in construction of bridge works with Reinforced Cement Concrete or Pre-stressed Concrete (include your method statement for this item) _____
13. Give details of your experience in construction of ROB. _____

Form-II

General Construction Record

All individual firms are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant in terms of the amounts billed to clients for each year for work in progress or completed.

Financial Year (Last Five Years - preceding this FY)	Payment received as Prime Contractor from construction	Payment received as member of Joint Venture from construction	Total Payment received
Year -I			
Year-II			
Year-III			
Year-IV			
Year-V			
TOTAL			

Sl No	Year	Annual Turnover in INR for civil construction work only	Annual Turnover in INR for civil construction work only updated with multiplication factor
1	Year -I		
2	Year-II		
3	Year-III		
4	Year-IV		
5	Year-V		
	Average of Five years		

Attach a Table enumerating the Projects year-wise and Payment Received as Prime /Sole Contractor and Member of Joint Venture. In case JV only the payment received as Member of JV shall be taken and not the total payment received as JV. This Form with supporting enclosure must be certified by the Statutory Auditor. Above details of payment received and Annual Turnover must be certified by Statutory Auditor.

Form (III)

Particular Experience Record

Name of Bidder:

All individual firms are requested to complete the information in this form with regard to the management of Works contracts generally. A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, employer and other relevant details.

The Bidders shall be required to pass the specified requirements applicable to this form, as set out in the "Instructions to Applicants Bidders"

On a separate page, using the format of Form (III), the Bidders are requested to list contract (s) for a similar nature, complexity, and requiring similar construction technology to the contract or contract (s) for which the Applicant wishes to qualify and which the Applicant has undertaken during the last Five years. The contract value should be based on the payment currencies of the contracts converted into Indian Rupees, at the date of substantial completion, so for current contracts at the time of award. The information is to be summarized, using Form (III), for each contract completed or under execution by the applicant.

Details of Eligible Project of Similar Nature and Complexity in last five financial years to fulfill requirement under Clause 4.4.3(A) (b) of ITB.

Use separate sheet (s) for each Contract as per following format. (Not Applicable for Financial Partner)

1.	Number of Contract	
	Name of Contract	
	Country	
2.	Name of Employer	
3.	Employer's address (Give telephone and fax no.)	
4.	Nature of works and special features relevant to the Contract for which the Bidder wishes to qualify	
5.	Contract role (tick one) Prime contractor <input type="checkbox"/> Partner in a Joint Venture <input type="checkbox"/>	
6.	Value of the total contract /partner share* (in specified currencies at completion or at date of award for current contracts)	
	<input type="text"/> Currency	<input type="text"/> Currency
		<input type="text"/> Currency
7.	Equivalent Contract value (Indian Rupees)	
8.	Date of award	

9.	Date of Completion
10.	Contract duration (years and months) ----- years -----months
11.	Specified requirements
	<ul style="list-style-type: none"> a) Name of bridge/flyover/grade separator/ROB b) Length of the main span and number of spans c) Type of structure - whether RCC, PSC or Steel d) Type and depth of foundation e) Give details of annual production record in respect of structural concrete for bridges, reinforcement binding, fabrication of steel structures etc.
12.	Name and professional qualifications of Applicant's Engineer – in-charge of the work :
13.	Were there any penalties/fines/stop notice/compensation/liquidated damage imposed? (Yes or No) If yes, give amount and explanation:
14	Amount of Payment received upto the Date of Notice Inviting this RFQ (In Rupees) (Attach Certificate from Employer certifying contract value and total payment received).

* In case of contracts in foreign currency, the value of the contract in that currency should be stated.

Note: LOA and Original/attested Copy of certificate of completion/substantial completion with certificate of receipt of payment with values of such payment from the employer must be enclosed.

Form (IV)

Summary Sheet:

Current Contract commitments / works in progress

Name of Bidder

Applicants should provide information on their current commitments on all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion, but for which an unqualified, full completion certificate is yet to be issued

S.N	Name of the contract, Location and Nature of the work	Contract No. & Date	Percentage of participation of firm in the project	Name and Address of Client (including Tel./Fax no.)	Contract value (Indian Rupees)	Stipulated date of completion	Value of outstanding work	Estimated completion date stating reasons of delay, if any
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6 etc								

In accordance with Instruction to Bidders, the bidder shall provide evidence to substantiate the adequacy of the sources of finance to meet the bidders cash flow requirements on the above contracts.

Form IV-A

Summary Sheet

Experience as Prime Contractor on works of similar nature over the last five financial years

Name of Bidder

(Not applicable for Financial Partner)

Project Name	Name of the Employer	Description of Work	Contract No. and date	Value of Contract	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay in work completion, if any

Attach certificate (s) from the Engineer(s)-in-Charge or a notarized self certificate

Application Form - IVB

Submit Calculation of Bid Capacity

Please refer Clause 4.4.9

Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of the Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

**Attach certificate(s) from the Engineers)-in-Charge*

(B) Works for which bids already submitted:

Description of works	Place & Slate	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	6	6	7

(C) Experience as Prime Contractor on Works of Similar Nature over the Last Five Years

Project Name	Name of the Employer	Description of Work	Contract No. and date	Value of Contract	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay in work completion, if any

**Attach certificate(s) from the Engineer(s) – in - Charge or a notarised self-certificate*

Show Calculation of Bid Capacity on the basis of data furnished in above Forms and attach an Affidavit certifying the Bid Capacity.

Application Form - V

Personnel Capabilities

For specific positions essential to contract management and implementation, bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied in separate sheets using one Form (V A) for each candidate.

1.	Title of Position
	Name of Candidate
2.	Title of Position
	Name of Candidate
3.	Title of Position
	Name of Candidate
4 and onwards	Title of Position
	Name of Candidate

Form V-A

Candidate Summary

Name of Bidder

Position	Candidate	
	<input type="text"/> Prime	<input type="text"/> Alternate
Candidate Information	1. Name of Candidate	2. Date of Birth
	3. Professional qualifications	
Present employment	4. Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title of candidate	Years with present employer

Summarize professional experience over the last 15 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project

From	To	Company / Project / Position / Relevant technical and managerial experience

Note: The above information should be filled separately for different contracts. For each of such Personnel, provide Copy of TDS Certificate for Salary issued by the firm for the relevant period to such Personnel.

Form –VI
Equipment Capabilities

Name of Bidder

Not applicable for Financial Partner

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment listed in the Instructions to Applicants. A separate Form (VI) shall be prepared for each item of equipment listed in para 4.4.5 of the Instructions to Bidder, or for alternative equipments proposed by the Applicant.

Item of equipment					
Equipment Information	<table border="1"> <tr> <td>1. Name of manufacturer</td> <td>2. Model and power rating</td> </tr> <tr> <td>3. Capacity</td> <td>4. Year of manufacture</td> </tr> </table>	1. Name of manufacturer	2. Model and power rating	3. Capacity	4. Year of manufacture
1. Name of manufacturer	2. Model and power rating				
3. Capacity	4. Year of manufacture				
Current Status	5. Current location				
Status	6. Details of current commitments				
Source	7. Indicate source of the equipment Owned Rented Leased Specially manufactured				

Omit the following information for equipment owned by the Bidder

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	E-mail

Agreements	Details of rental / lease / manufacture agreements specific to the Project.

Form –VII

Financial Capacity

Name of Bidder

Bidders should provide financial information to demonstrate that they meet the requirements stated in the Instructions to bidders. Each bidder shall complete this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Autonomous construction subdivisions of parent conglomerate business shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of Banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	E-mail

Summarize actual assets and liabilities in Indian Rupees (INR) equivalent (at the rates of exchange current at the end of each year) for the previous five years. Based upon known commitments, summarize projected assets and liabilities in INR equivalent for the next two years.

Financial information in Indian rupees	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
1. Non Current Asset							
2. Current assets							
3. Current Liabilities							
4. Non-Current Liabilities							
5. Working Capital							
6. Liquid Asset							
7. Profits before taxes							
8. Profits after taxes							

Specify proposed sources of financing such as liquid assets, unencumbered real estates, lines of credit and other financial means, net of current commitments, available to meet the total construction cash flow demands

of the subject contract as indicated in Instructions to Bidders.

Source of Financing	Amount in INR
1.	
2.	
3.	
4.	

Attach audited financial statements for the last five years for the bidder.

Form- VII-(A)

Financial Capacity of the Applicant

(in crore rupees)

Applicant Type	NET CASH ACCRUALS					Net Worth
	FY-1	FY-2	FY-3	FY-4	FY-5	FY-1
Sole Applicant						
TOTAL						

Instructions:

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the application due date.
The financial statements shall:
(a) reflect the financial situation of the bidder;
(b) be audited by a statutory auditor;
(c) be complete, including all notes to the financial statements; and
(d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit after Tax + Depreciation.
3. Net Worth is usually calculated to mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the FY of this NIB. Year2 shall be the year immediately preceding Year 1 and so on but subject to Clause 4.4.2 of ITB
5. The Bidder shall also provide the name and address of the Bankers to the Employer.
6. The Bidder shall provide an Auditor's/Statutory Auditor's Certificate(as applicable) specifying the net worth and also specifying the methodology adopted for calculating such net worth in accordance with RFP document. Calculation adopted to arrive at Net Worth must be shown.

Form -VIII

Litigation History

Name of Bidder

Form VIII-A

Information regarding current litigation/expelling of the bidder or its JV partner or abandonment of work by the bidder

- | | | | |
|---|----|--|--------|
| 1 | a) | Does the bidder or its constituent partners have consistent history of litigation awarded against them | Yes/No |
| | b) | If yes, give details | |
| 2 | a) | Has the bidder or any of its constituent partners been terminated in any contract works in India during the last 5 years as on the date of application except on account of reasons other than non-performance, such as rescinding of joint venture due to most experienced partner pulling out, court directions leading to breaking up of a joint venture before start of work | Yes/No |
| | b) | If yes, give details | |
| 3 | a) | Has the Applicant or any of its constituent partners abandoned any contract work in India during the last 5 years | Yes/No |
| | b) | If yes, give details | |
| 4 | a) | Has the Applicant or any of its constituent partners been declared bankrupt during the last 5 years | Yes/No |
| | b) | If yes, give details | |
| 5 | | Has the Applicant or any of its constituent partners been debarred by I&WD for participating in any work as on date of application | Yes/No |
-

Note : If any information in this schedule is found to be incorrect or concealed, the application will be summarily rejected.

Form-IX
Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref:

Date:

To,

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFQ document.

We have agreed that (insert individual's name) will act as the representative on our behalf and has been duly authorized to submit the RFQ. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorized signatory)
For and on behalf of.....
**Please strike out whichever is not applicable.*

Format for evidence of access to or availability of Credit facilities

(Clause 4.4.6 of ITB)

BANK CERTIFICATE

This is to certify that M/s. _____ (the "Company") is a reputed company with a good financial standing.

If _____ (**Name of Work /Package**) (the "Project") is awarded to the above firm, we shall provide overdraft/credit facilities to the extent of Rs _____ to meet the working capital requirements of the Company for executing the Project during the Contract Period as mentioned in the Contract.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

Format for Power of Attorney for signing of Bid

(Clause 4.4.12 of ITB)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our technical and financial bid for undertaking _____ (**Name of Work /Package**) (the "Project") including but not limited to signing and submission of all applications, other documents and writings, participate in Bid and other conferences and providing information/ responses to the **Chief Engineer (South West), I&WD or his authorized representative** (the "Employer"), representing us in all matters before the Employer, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the Project and/ or upon award thereof to us and/or till the entering into the Contract with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED

PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

DAY OF 2.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

-
- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
 - ii. *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Powers of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Undertaking of deployment of Minimum Key Personnel

(Clause 4.4.12) OF ITB)

I, the undersigned do hereby undertake and confirm that if the Contract for the work of undertaking _____ **(Name of Work /Package)** (the “Project”) is awarded to me/us. I/we shall deploy the Minimum Key Personnel as provided in Annexure-I of the IT B.

I also hereby agree that any failure on my/our part to comply with this undertaking any any time during the validity of the Contract shall make the Contract liable for termination and/or forfeiture of my/our Performance Security at the sole discretion of the Employer.

(Signed by an Authorized Signatory of the Firm/Joint Venture)

Title of Officer

Name of Firm

Date

Undertaking of deployment of mandatory equipment

(Clause 4.4.12 OF IT B)

I, the undersigned do hereby undertake and confirm that if the Contract for the work of undertaking _____(**Name of Work /Package**) (the “Project”) is awarded to me/us, I/we shall deploy the minimum number of equipment required for the Project as provided in Annexure-II of the ITB and shall commence deployment of major machineries immediately after date of commencement of the Contract .

I also hereby agree that any failure on my/our part to comply with this undertaking any time during the validity of the Contract shall make the Contract liable for termination and/or forfeiture of my/our Performance Security at the sole discretion of the Employer.

(Signed by an Authorized signatory of the Firm/Joint Venture)

Title of Officer

Name of Firm

Date

AFFIDAVIT

Undertaking of deployment of 3 nos Concrete Batching Plant (Capacity: 30 cum per hour)

(Clause 4.4.12 OF ITB)

I/We, the undersigned do here by declare and certify that; **If the work _____(Name of Work /Package)under this NIT No _____ dated _____ is awarded to us ,** we shall mobilize minimum 3 (three) numbers of Concrete Batching Plant (Capacity: 30 Cum per hour) with age less than five years on date of mobilization at the project site which is either owned by us or we shall procure through new purchase from reputed manufacturer and mobilize the Plant at site of work for exclusive use of project within 180 days of Date of Agreement .

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

UNDERTAKING FOR SITE VISIT
(Clause 4.4.12 OF ITB)

I, the undersigned do hereby confirm that I/we have visited the Site of the Works of undertaking _____(Name of Work /Package) (the “Project”) and its surroundings and obtained all information about the Site and surroundings which shall include but not be limited to the Site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and all other information that may be necessary for preparing my/our Bid and entering into the Contract for undertaking the Project.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

UNDERTAKING FOR BID VALIDITY

(Clause 4.4.12 OF ITB)

I, the undersigned do here by undertake that my/our Bid for the work undertaking _____(Name of Work /Package) shall remain valid for a period of not less than 120 (one hundred and twenty) days after the Bid Due Date.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

AFFIDAVIT
For Submission of Bid
(Clause 4.4.12 OF ITB)

-
1. I/we, having examined the Bid Documents and understood its contents, hereby submit my/our Bid for award for the work of undertaking _____ (Name of Work /Package)(the "Project"). The Bid is unconditional and unqualified.
 2. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
 3. I, the undersigned also hereby certify that neither the Bidder {nor any of the members of the Joint Venture} have abandoned any work of I&WD or State PWDs in India nor any contract awarded to us/Joint Venture for such works have been rescinded, during last five years prior to the date of this Bid.
 4. I, the undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Employer to verify this statement or regarding my (our) competence and general reputation.
 5. I shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate my/our Bid.
 6. I, the undersigned understand that the Employer or its authorised representatives may make visits to the site of the Project and the undersigned hereby undertakes to provide access to and extend all clarifications, data, information related to progress, equipment, material, finance and performance including reference to the Employer or its authorised representatives.
 7. I acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
 8. I/ We understand that the Employer may cancel the Bidding Process at any time and that the Employer is neither bound to accept any Bid that it may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the Bidding Document.
 9. I declare that we/any Member of the Joint Venture, or our/ its Associates are not a Member of a/any other Joint Venture submitting a Bid for the Project.
 10. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.
 11. In the event of my/ our being awarded the Project, I/we agree to enter into the Contract in accordance with the draft that has been provided to me/us along with the Bid Documents. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 12. I, the undersigned understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or relating to the Bidding Process including the award of the Project.
 13. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
 14. The undersigned binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the project.
 15. Undersigned understands and agrees that mobilization must be made in due earnest immediately after issuance of Letter of Acceptance and actual execution of work on ground must start from the Start Date.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

AFFIDAVIT

Information on Bid Capacity to calculate Bid Capacity in accordance with Clause 4.7 of ITB

(Clause 4.4.12 OF ITB)

I/We, the undersigned do here by declare and certify that the Bid Capacity on date of submission of the Bid for the _____ (Name of Work/Package) under NIT No _____ Dated _____ is Rupees _____ (In Figures and word) .

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

SECTION 3

CONDITIONS OF CONTRACT

For **Conditions of Contract** and **Special Conditions of Contract**, please refer to Standard Bidding Document - Procurement of Civil Works - Part -1 (pages 38 to 60) published by the Government of India, Ministry of Surface Transport, Department of Road Transport and Highways (Latest Reprint).

SECTION 3A

CONDITIONS OF PARTICULAR APPLICATION (COPA)

Section 3A

Conditions of Particular Application (CoPA)

CONDITIONS OF PARTICULAR APPLICATION (COPA)

The Conditions of Contract - Conditions of Particular Application (Section 3-A) are amendments and additions to the Conditions of Contract (Section 3). Clause numbers in this section correspond to those in the Conditions of Contract (Section 3), except for clauses with numbers higher than 62. Clauses, having numbers higher than 62, are additional clauses to the Conditions of Contract.

The following clauses in Section 3- Conditions of Contract have been amended and the amendments are given in Section 3-A Conditions of Particular Application.

1.1, 2.3, 5.1, 21.1, 42.1, 42.2, 43.1, 43.2, 44.1, 44.2, 50.1, 51.1, 51.4 and 61.1.

The following are additional clauses to the Section 3- Conditions of Contract and are given in Section 3-A Conditions of Particular Application.

63, 64 & 65.

Whenever there is a conflict or inconsistency between the Section 3A (Conditions of Particular Application) and the Section 3 (Conditions of Contract), the provisions stipulated in the Section 3-A(Conditions of Particular Application) shall prevail over and supersede those appearing in the Section 3 (Conditions of Contract)

Following clauses of Conditions of Contract stands modified and applies to rule over the corresponding clause of Conditions of Contract

Interpretation

Clause no 1.1

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings, Capital initials are used to identify defined terms.

The **Dispute Redressal Committee** are the persons appointed by the concerned Department of Govt. of West Bengal to resolved disputes in the first instance, as provided for in Clauses 24 and 25. The constituent members of the Dispute Redressal Committee are defined;

High Power Bid Evaluation Committee to be constituted by the I&WD, Govt of West Bengal to evaluate the Bid;

Suspension Committee to be constituted by the I&WD, Govt of West Bengal to suspend the bidder from procurement process;

Debarment Committee to be constituted by the I&WD, Govt of West Bengal to suspend the bidder to participate in any procurement process;

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid;

Compensation Events are those defined in Clause 44 hereunder;

The **Completion Date** is the date of completion of work as certified by the Engineer in accordance with Clause 55.1;

The **Contract** is the Agreement between the Employer and the Bidder to execute, complete and maintain the works till the completion of Defect Liability periods. It consists of the document listed in Cl.2.3;

The **Contract Data** defines the documents and other information which comprise the Contract. The Contractor is a person or Corporate Body whose Bid to carry out the works has been accepted by the Employer;

The **Contractor's Bid** is the complete bidding document submitted by the Contractor to the Employer and includes Technical & Financial Bids;

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract;

Days are calendar days; **months** are calendar months;

A **Defect** is any part of the works not completed in accordance with the Contract;

The **Defects Liability Period** is the period named in the Contract Data and calculated from the completion date;

The **Employer** is the party who will employ the Contractor to carry out the works;

The **Engineer** is the Executive Engineer of the I&WD, Govt of West Bengal, who is responsible for supervising the Contractor, administering the Contract, certifying payments to the Contractor, issuing and valuing the Contract, recommending for extension of time and valuing the compensation event. Since the instant work is spread out in different parts of different districts there will be more than one Engineer for this project and the names and jurisdiction assignments against each of them have been detailed at Contract data;

Project Management Consultant (PMC) is the Consultancy Organization (**RITES Ltd**) engaged by the Department to carry out the detailed design, estimate preparation, bid preparation, drawing preparation, day to day supervision of works, taking measurement of executed works in Measurement Books (MBs) and Level Books (LBs), suggesting to the Engineer any addition & alteration in drawings, suggesting to the Engineers any excess of items, ensuring day to day quality control etc. The name and role of the PMC are detailed at Contract data.

The **Drawing and Disbursing Officer** is an Executive Engineer of Irrigation & waterways Directorate, Government of West Bengal, as mentioned in the **Contract Data**, will make all payments to the contractor centrally after obtaining certified bill copies from the Engineers;

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works;

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance;

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time;

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Sub-contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and handover to the Employer, as defined in the Contract Data.

Clause no. 2.3

Substitute clause no.2.3 of Conditions of Contract by the following;

The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Contract
- (2) Letter of Acceptance, notice to proceed with the Works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Special Conditions of Contract and Conditions of Particular Applications (COPA)
- (6) Conditions of Contract
- (7) Specifications
- (8) Drawings

-
- (9) Bill of quantities and
 - (10) Any other document listed in the Contract Data as forming part of the Contract.

Delegation

Clause no. 5.1

Substitute clause no.5.1 of Conditions of Contract by the following:

The Engineer may delegate any of his duties and responsibilities to other people except to the members of Dispute Redressal Committee, with written concurrence of the Employer and after notifying the Employer and the Contractor and may cancel any delegation after notifying the Employer and the Contractor except the following for which Engineer needs to obtain specific approval of the Employer beforehand:

- (a) Approving subcontracting of any parts of the Works;
- (b) Certifying additional cost;
- (c) Determining an extension of time;
- (d) Issuing a variation order;
- (e) Fixing rates or prices.

Possession of the site

Delete clause no. 21.1 of Conditions of Contract and substitute with the following:

The Site of Work consists of existing bridges (mostly wooden bridges) over drainage channels and irrigation canals. Most of these bridges are of single lane (3.5m) or 4.25m wide and used by local inhabitants for ferrying their daily wares by bicycle or motor bikes. Four wheelers or other public utility vehicles generally do not use these bridges except in case of emergency. There is no land acquisition required or envisaged at this stage. The contractor has to dismantle the existing bridges at many of the locations and provide temporary diversion so as not to obstruct the flow of water in irrigation channels during the peak harvesting season. The temporary diversion shall be decided in consultation with the Engineer. Employer shall provide access to the entire site on Start Date. Possession of site shall be provided on Start Date but some of the bridge sites may contain some encumbrances, which may include but may not limited to Electric Poles, Telephone Poles, Trees, water pipelines, gas pipelines, encroachment etc. for which Employer shall assist the executing agency for removal of such encumbrances. Employer shall remove the encumbrances so as to make the Site of Work encumbrance free to the extent such site is required for execution of work and such removal shall be carried out by Employer progressively in the manner stated in Contract Data. Contractor shall have to fulfill its obligation as per Specification of Works related to Public Utilities. Contractor shall take into account in its Work Program, such progressive removal of encumbrances from Site of Works as stated in Contract Data.

Identifying Defects

Delete clause no. 32.1 of Conditions of Contract and substitute with the following:

The Project Management Consultant will ensure carryout the day to day quality control of ongoing works at the site laboratories of the contractor and shall check the contractor's work and notify the contractor of any defects that are found. Such checking shall not affect the Contractors responsibilities. On being informed by the PMC, the Engineer may instruct the Contractor to search for a defect and to uncover and test any work that the Engineer considers may have a defect.

Tests

Delete clause no. 33.1 of Conditions of Contract and substitute with the following:

If the PMC instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

Bill of Quantities

Add clause no. 36.3 and 36.4 to Conditions of Contract which shall read as:

- 36.3 The PMC will record the measurements of completed works for which MBs (Measurement Books), LBS (Level Books) etc are to be issued to them by the Engineer. The Engineer and its subordinate officers will exercise percentage checking on the measurements during taking such measurements or at later date.
- 36.4(a) The Junior Engineer of Irrigation & waterways Directorate, sub-ordinate to any Engineer, will exercise at least 40% check on the measurements recorded by the PMC in MBs and LBs issued by the Engineer to the PMC;
- 36.4(b) The Assistant Engineer of Irrigation & waterways Directorate, sub-ordinate to any Engineer, will exercise at least 15% check on the measurements recorded by the PMC in MBs and LBs issued by the Engineer to the PMC.

Changes in the Quantities

Delete clause no. 37.1 and 37.2 of Conditions of Contract and substitute with the following:

- 37.1 No price adjustment will be allowed even if the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25% provided the total expenditure stays within the initial Contract Price.
- 37.2 The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded.

Payment Certificate

Delete Clause 42.1 and 42.4 and substitute with the following:

- 42.1 The Contractor shall submit to the PMC, monthly statements of the estimated value of the work completed less the cumulative amount certified previously. The PMC after examining the contractor's monthly statement of estimated value, will forward the same to the Engineer for making payment within 7 days from the receipt of such monthly statement of estimated value from the contractor.
- 42.2 The concerned Engineer shall check the contractor's monthly statement within 7 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in Sub-clause 51(3) of the Conditions of Contract.

Add Clause 42.7 which shall read as:

- 42.7 Each Engineer will forward the respective monthly statement of estimated value of work for respective jurisdictions to the DDO for making payment to the Contractor centrally.

Compensation event

Clause no. 44.1

Substitute clause no.44.1 of Conditions of Contract by the following:

The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to the Site by the Site Possession Date stated in the Contract Data;

-
- (b) The Engineer orders a delay;
 - (c) Engineer does not issue approval of drawings, specifications, instructions required for execution of Works or do not issue the same within 14 days of submission of necessary site data by Contractor to the Engineer as may be required for issuance of such drawing/instruction;
 - (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon Work which is then found to have no defects;
 - (e) The Engineer does not approve or disapprove of a subcontract to be let, within 28 days;
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site as stated in Contract Data;
 - (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional Work required for safety or other reasons;
 - (h) Other contractors, public authorities' utilities or the Employer does not work within the dates and other constraints stated in the Contract and they cause delay or extra cost to the Contractor;
 - (i) The effect on the Contractor of any of the Employer's Risks;
 - (j) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

Clause no. 44.2

Substitute clause no.44.2 of Conditions of Contract by the following:

If the Contractor suffers delay and/or incurs costs due to a Compensation Event in accordance with the terms of Sub-Clause 44.1, the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) Any extension of time to which the Contractor is entitled, and
- (b) The amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

Price Adjustment

Clause 47.1 and 47.2

Deleted

Bonus

Clause no. 50.1

Deleted

Advance Payment

Substitute clause no.51.1 of Conditions of Contract by the following:

51.1 The Employer shall make Mobilization Advance as per the rate and conditions laid down in the Contract Data, to the contractor. The Mobilization Advance would be interest bearing advance at a simple interest, as stated in the Contract Data. Interest on advance payment will be charged at SBI PLR as effective on 28 days prior to last day of submission of Bid and the rate of interest shall remain unchanged till recovery of the Advance in full.

Delete Clause no.51.4 of Conditions of Contract.

Taking Over

Add the following Clause 56.2, 56.3 and 56.4 which shall read as:

- 56.2. In case of Stage Construction or Milestone as laid in Contract Data completion of the Stage / Milestone will be judged by the Engineer as per the details specified in Contract Data.
- 56.3. Contractor may request the Engineer to issue certificate for substantial completion of the work and the Engineer, if satisfied with the functional requirement of the work can make a snag list of items of works which are very minor in works and will not affect the functional requirement of the work. Engineer will make the time required for the individual items in snag list in consultation with the Contractor with a declaration to complete the whole work in reasonable time.
- 56.4. Observing the above formalities Engineer if satisfied may issue substantial completion certificate with the approval of the Employer, but in no case Certificate will be issued if the work is completed less than 90% of the whole work.

Property

Clause no. 61.1

Substitute clause no.61.1 of Conditions of Contract by the following:

In case the Contract is terminated as a result of a Contractor's default, the Contractor shall immediately arrange to pay any amount due to the Employer and demobilize all his materials on Site, Plant, Equipment, Temporary Works etc.

Additional Clauses of Contract

Submission of Working Drawings

Clause no 63

All design calculations and fabrication and /or erection drawings and drawings for temporary works including false work (such as formwork, staging, centering, scaffolding, specialised constructional, handling and launching equipment and temporary diversion etc.) as well as bar bending and cutting schedules for reinforcement, material lists for structural fabrication as well as detailed drawings for templates and anchorage and temporary support details for pre-stressing cables etc. shall be prepared by the Contractor at his own cost and forwarded in triplicate to the Engineer at least three weeks in advance of actual constructional requirements. The Engineer shall check and return one copy of the same for the Contractor's use with amendments, if any, noted in red ink within two weeks of submission. Such approval shall not relieve the Contractor of any of his responsibilities in connection with temporary works. The Contractor will supply four copies of the approved drawings for the Engineer's use. The cost of preparing all such items of work shall be deemed to have been included in the respective rates/prices quoted by the Contractor in the Bill of Quantities.

Cost of such preparation and submission of design /drawing including revisions as required shall be deemed to be incidental to the Contract Price.

Contractor's Design Consultant

Clause 64

Within 21 (Twenty-one) days of the date of signing of the Agreement, the Contractor shall:

- A) Appoint a **“Contractor's Design Consultant”** for the conducting survey including fixing of TBM , Traverse survey, centerline fixing, taking OGL etc, generating road cross section and updating it regularly for billing as per standard commercially available software, preparing Work Program in MS-Project /Primavera or equivalent , working drawings of major/minor bridges, culverts and as-Built Drawings who

shall be responsible, on behalf of the Contractor, for surveys, investigations, collection of data and preparation all working Drawings including design and preparation of staging drawing /design and all design works related to the construction of the project. Contractor's Design Consultant shall prepare Working Drawings and design calculation required, if applicable, shall be developed in conformity with the Specifications. The Contractor's Design Consultant shall be a reputed Consultant Firm (which shall be Proprietorship Firm/Partnership Firm /Company registered under Companies Act 1956) and is in business of providing consultancy services for preparation of design and drawings for ROBs and major bridges for last 10 (Ten Years). Contractor shall propose to the Employer a panel of **three names of qualified and experienced firms** from whom the Employer/Engineer may approve one to be the Design Consultant. Provided, however, that if the panel is not acceptable to the Employer /Engineer and the reasons for the same are furnished to the Contractor, the Contractor shall propose to the Employer a revised panel of three names from the firms empanelled as consultants by the [Ministry of Road Transport and Highways] for obtaining the consent of the Employer. The Contractor shall also obtain the consent of the Employer for **the key personnel** of such selected Design Consultant (one Structural Engineer with at least 10 years experience of design of Bridges/Culverts and one Highway Engineer with 10 years experience in design/construction of highways conversant with highway design software, AutoCAD etc. Provided such Design Consultant must have office in Kolkata and the approved key personnel and support personnel are generally stationed in Kolkata and available on as required basis. Any replacement of the key personnel or the Contractor's Design Firm shall require written prior approval of the Employer and shall only be considered for reasons acceptable to the Employer. Contractor shall provide a copy of Agreement with the Design Consultant to the Engineer of the Project and Employer for reference.

Provided further such Contractor's design Consultant shall be neither the firm (nor its parent company /associate) neither engaged as Supervision Consultant for the project/contract or be the DPR Consultant, who prepared the project for the Employer.

B) The Contractor's Design Consultant shall, on behalf of the Contractor,

- (i) Prepare working drawings of all bridges (major/minor)/culverts /structure etc with any calculation, if necessary.
- (ii) Prepare/Check and confirm survey data, cross section on behalf of the Contractor;
- (iii) Prepare and submit 'As-Build Drawings' of all Bridges, Culvert and structures as executed.

C) The Contractor shall prepare and submit all the working drawings, data, detail calculation, incorporation of comments of Engineer as applicable, with reasonable promptness and in such sequence as is consistent with its work program for timely Project Completion. By submitting the working drawings for review to the Engineer, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws;

During Defect Liability Period, Contractor, in addition to rectification of defective works, shall take all necessary actions as may be required or as per direction of the Engineer:

- (a) Undertake repairs to structures as may be required for safe movement of traffic as directed by the Engineer;
- (b) repair the approach roads to the bridges including making the rain cuts on the embankments.

Cost of such repair during Defect Liability Period to ensure safety of traffic shall be deemed to be included in the Contract Price.

Procedure for Suspension and Debarment

Clause 65

The procedure as laid down below shall govern the suspension/debarment of Suppliers / Contractors/ Consultants (Contractors for brevity) involved in Government procurement for offences or violations committed during competitive bidding and contract implementation, for the works under Different Department, Government of West Bengal.

Grounds for Suspension and Debarment:-

- 1) Submission of eligibility requirements containing false information or falsified documents;
- 2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process;
- 3) Unauthorized use of one's name/digital signature certificate for purpose of bidding process;
- 4) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Joint Venture/Consortium/Corporation participating in the procurement process and/ or a person/ Contractor/Agency/ Joint Venture/Consortium/Corporation having an agreement / contract for any procurement with the department shall be referred as Bidder) unduly influence the outcome of the bidding in his favour;
- 5) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government;
- 6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc;
- 7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity;
- 8) Whenever adverse reports related to adverse performance, misbehavior, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department , are received from more than one Officer or at more than one occasion from individual Officer;
- 9) Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause;
- 10) Failure in deployment of Technical Personnel, Engineers and / or Work Supervisor having requisite license/ supervisor certificate of competency as specified in the contract;
- 11) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause;
- 12) Failure of the Contractor, due to solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc;
- 13) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (The Officer authorized by the Administrative Department , Government of West Bengal, for procurement) or its representative(s) pursuant to the implementation of the Contract;
- 14) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract;
- 15) Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting to substantial breach thereof without lawful and/or just cause.

Retention

- 1). The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works. Total retention amount shall not exceed 10% (Ten percent) of the actual value of work executed including Performance Security. Apart from 5% Performance security in the form of Bank guarantee the remaining amount [resulting 10% of the actual

value of work executed (i.e. more or less 5%)] is to be deducted from each progressive bill.

2) On completion of whole of the works retention money will be released in the following manner provided the retention money is not forfeited under conditions of contract:-

(i) The Performance Security (5% of Contract Value) will be released after physical and financial completion of the work but before expiry of the Defect Liability Period against receipt of equivalent amount of bank Guarantee of approved bank of Reserve Bank of India which will remain valid till the expiry of the Defect Liability Period.

(ii) The Balance Retention money after release of Performance Security will be released within 28 days from the date of expiry of Defect Liability Period.

SPECIAL CONDITIONS OF CONTRACT

1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2 COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be

passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3 **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) **Workmen Compensation Act 1923:-** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:-** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be;
 - (ii) Deposit linked insurance on the death in harness of the worker;
 - (iii) Payment of PR accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:-** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition") Act 1970:-** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer, The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- f) **Minimum Wages Act 1948:-** The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) **Payment of Wages Act 1936:-** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:-** The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:-** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/-per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per

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- month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) **Industrial Disputes Act 1947:-** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
 - k) **Industrial Employment (Standing Orders) Act 1946:-** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
 - l) **Trade Unions Act 1926:-** The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
 - m) **Child Labour (Prohibition & Regulation) Act 1986:-** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
 - n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service Act 1979:-** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
 - o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
 - p) **Factories Act 1948 :-** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

SECTION 4
CONTRACT DATA

CONTRACT DATA

Clause Reference
with respect
to Section 3

Items marked “N/A” do not apply in this Contract.

1. The Employer is [Cl.1.1]

Name: **The Chief Engineer (South West), I&WD, Govt of West Bengal.**
Address: Office of **The Chief Engineer (South West)**
I&WD, Govt of West Bengal
Khas Jungle,
Web Site <https://www.wbtenders.gov.in>.
Email: I&WD@gmail.com

Name of authorized Representative (Will be intimated later)

2. List of Engineer and their jurisdiction are given below:

<i>Div. Of Executive Engineer</i>	<i>Dist.</i>	<i>No. of Bridges</i>
EE-WMD	Paschim Midnapur	(16 Nos.)
EE-EMD	Purba Midnapur	(20 Nos)
EE-KCD-II	Bankura	(13 Nos.)
EE-BID	Bankura	(5Nos)
EE-KCD-III	Bankura	(13 nos)
EE-KCD - I	Paschim Midnapur	(12 nos)

EE-KCD -IV	Paschim Midnapur	(6 Nos)
EE-KCD -V	Jhargran	(17 nos)
EE-DHW	Paschim Bardhwan	(9 nos.)
EE-RBI	Bankura	(11 nos.)

3. The name of the PMC: RITES Ltd, Highway Division, Kolkata

Name of Authorized Representative: To be named

4. The Defects Liability Period is **3 YEARS (1095 DAYS)** from the date of completion. [Cl.1.1&35]

During Defect Liability Period, Contractor, in addition to rectification of defective works, shall take all necessary action for safe, smooth and uninterrupted flow of traffic as per direction of the Engineer:

Cost of such repair during Defect Liability Period to ensure safety of traffic shall be shall be deemed to be included in the Contract Price.

5. The Start Date shall be **the next day** of date of issue of the Notice to Proceed with the Work. [Cl 1.1]

6. The Intended Completion Date for the whole of the Works is **30 months** after start of work with the following milestones:
[Cl.1.1, 17&28]

Milestone dates: [Cl.2.2 & 49.1]

<u>Physical works to be completed</u>	<u>Period from the start date</u>
---------------------------------------	-----------------------------------

Milestone 1	Completion of foundation work of all bridges	12 months
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Milestone 2	Completion up to pier cap level of all bridges	18 months
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Milestone 3	Completion of Superstructure of all bridges including wearing course	30 months
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7. The site of the bridges are located as given in the drawing [Cl 1.1]

8. The name and identification number of the Contract **NIT No.** **DATED** [Cl. 1.1]

-
9. The Works consists of Construction of 122 numbers of RCC Bridges over drainage channels and irrigation canals in connection with Infrastructure GAP Project, in Birbhum, Bankura, Bardhamann and Purba Medinipur districts of West Bengal. The work shall, inter-alia, include the following as specified or directed:

(A) Bridge Works

Site clearance including dismantling of existing structures and providing temporary diversion structures wherever directed; setting out, provision of foundations, piers abutments and bearings; **structural steel**/pre-stressed/reinforced cement concrete superstructure including fabrication, transportation, erection and launching of girders of minor and major bridges; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/down take pipes, arrangements for fixing light posts if required, water mains, utilities etc; provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc wherever directed; all aspects of quality assurance; clearing the Site and handing over the Works on completion; rectification of the defects during the Defects Liability Period and submission of "As-built" drawings and other related documents; other items of work as may be required to be carried out for completing the Works in accordance with the drawings and the provisions of the Contract and to ensure safety.

(B) Road Works

Site clearance; setting-out and layout of the approach road; widening of existing carriageway and strengthening including camber corrections, as directed; construction of new road/ parallel service road as required; supplying and placing of drainage channels, flumes, guard posts and guard other related items; construction /extension of cross drainage works, bridges, approaches and other related stones; protective works for roads/bridges; rectification of the defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required for completing the Works in accordance with the drawings and provisions of the Contract to ensure safety.

(C) Other Items

Any other items as required to fulfil all contractual obligations as per the Bid documents.
[Cl. 1.1]

10. The following documents also form part of the Contract: [Cl. 2.3(9)]
- (1) Contract Agreement;
 - (2) Letter of Acceptance, Notice to Proceed with the Works;
 - (3) Contractor's Bid;
 - (4) Contract Data;
 - (5) Special Conditions of Contract and Conditions of Particular Application;
 - (6) Conditions of Contract;
 - (7) Specifications;
 - (8) Drawings;
 - (9) Bill of quantities; and
 - (10) Correspondences and Minutes of Meeting between the Employer and the Contractor /Bidder after Opening of Bid and prior to issuance of Letter of Acceptance.
11. The law which applies to the Contract is the law of Union of India [Cl. 3.1]
12. The language of the Contract documents is English [Cl. 3.1]

-
13. Limit of **subcontracting 25% of** the Initial Contract Price [Cl. 7.1]
14. The Schedule of Other Contractors [Cl. 8]
15. The Schedule of Key Personnel - As per Annex-I to Section I [Cl. 9]
16. The minimum insurance cover for physical property, injury and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, the Contractor shall pay additional premium necessary to make insurance valid for four occurrences always.
[Cl. 13]
17. Site investigation report [Cl. 14]
18. The Site Possession Dates - All the bridge sites are generally free from encumbrances. For relocation of the bridge site, there could some encumbrances for reconstruction of the approach road which shall be jointly recorded by the Contractor, Engineer and the concerned representative of the Employer within 15 (fifteen days) from Start Date. These shall be removed by the Contractor during execution so as to provide encumbrance free Site to the Selected Bidder in following manner. [Cl. 21]
19. Fees and types of reimbursable expenses to be paid to the Dispute Review Expert and the amount of Fees shall be decided after signing of the Contract on mutual consent. [Cl. 25]
- 19a. Place of Arbitration is Kolkata. [Cl. 25.3]
20. Appointing Authority for the Dispute Review Expert - Unless agreed by and between the Employer and the Contractor, Chairman of the DRE shall be appointed by the Council, Indian Roads Congress, New Delhi. [Cl. 26]
21. The period for submission of the program for approval of Engineer shall be 14 days from the issue of Letter of Acceptance. [Cl. 27.1]
22. The period between program updates shall be 120 days. [Cl. 27.3]
23. The amount to be withheld for late submission of an updated program shall be Rs. 10 lakhs. [Cl. 27.3]
24. The following events shall also be Compensation Events: [Cl. 44 (1)]
- Substantially adverse ground conditions encountered during the course of execution of Work not provided for in the Bidding Documents.
- (i) Removal of underground utilities detected subsequently within the toe lines;
- (ii) Significant change in soil classification requiring additional mobilization by the contractor;
- (iii) Removal of unsuitable material like marsh, debris dumps etc which could not be foreseen earlier;
- (iv) Artesian Condition at location of the bridge foundation;
- (ii) River training requiring protection of permanent work;
- (iii) Presence of historical, archaeological or religious structures, monuments interfering with the Work;
- (iv) Restriction of access to ground imposed by civil, judicial, or military authority.
25. The currency of the Contract is Indian Rupees. [Cl. 46]
26. The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final Contract Price. [Cl 48]
27. Amount of liquidated damages for delay in completion of Works For whole of Work (1/2000)th of the Initial Contract Price, rounded off to the nearest thousand, per day. [Cl.49]

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

35. The Schedule of Operating and Maintenance Manuals_____N/A [CI. 58]
36. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is: within 28 days of issue of certificate of completion of whole or section of the Work, as the case may be.
[CI 58.1]
37. The amount to be withheld for failing to supply "as built" drawings by the date required is Rs.50 Lakhs.
[CI 58.2]
38. The following events shall also be fundamental breach of contract: [CI. 59.2]
"The Contractor has contravened Sub-clause 7.1 and Clause 9 of CoC."
39. The percentage to apply to the value of the Work not completed representing the Employer's additional cost for completing the Work shall be 20 per cent. [3, CI. 60.1]

SECTION - 8
(SECURITIES AND FORMS)
AMENDED

FORMATS HERE-IN SHALL PREVAIL OVER THE FORMATS OF SECTION 8 of STANDARD BIDDING DOCUMENT OF MORT&H, GOI

Format for Bid Security (Bank Guarantee)

BID SECURITY (BANK GUARANTEE)

(Clause 16.1 OF ITB)

Deleted

1.

In consideration of you, **Chief Engineer (South West), I&WD, Govt of West Bengal having its office at Khasjungle, PO: Abas, Paschim Medinipur** (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of(Name of the Bidder) and having its registered office at (and acting on behalf of the Bidder/Joint Venture) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the work of _____ (hereinafter referred to as “the Project”) pursuant to the Bidding Document dated issued in respect of the Project and other related documents including without limitation the form of Contract (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office atand one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause16 of the ITB and the IFB document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. _____ () (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2.

Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final.

conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. The default of the Bidder requiring forfeiture of this Guarantee shall include but not be limited to the following:
 - (a) Failure or refusal of the Bidder to execute the Form of Agreement in accordance with the Instructions to Bidders (ITB), if required; or
 - (b) Failure or refusal of the Bidder to furnish the Performance Security, in accordance with the ITB; or
 - (c) Non-acceptance by the Bidder of the correction of the Bid Price pursuant to Clause 27 of the ITB.Any such demand made on the Bank shall be conclusive as regard to amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____
4. This Guarantee shall be irrevocable and remain in full force for a period of 28 days plus 120 days (Bid validity period from Bid Due Date) or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 28 days plus 120 days (Bid Validity) after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its..... and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Performance Security

Bank Guarantee Format

(Clause 34 OF I B and 52 of CoC)

The Chief Engineer (South West)
I&WD, Government of West Bengal
Khasjungle, PO: Abas, Paschim Medinipur
Web Site <http://www.I&WD.gov.in>.
Email: I&WD@gmail.com
Telephone: 03222-263968

WHEREAS:

- (A) (the “**Contractor**”) and the _____, Chief Engineer (South West), I&WD, Govt of West Bengal (the “**Employer**”) have entered into a Contract dated (the “**Contract**”) whereby the Employer has agreed to the Contractor undertaking the work of _____, subject to and in accordance with the provisions of the Contract.
- (B) The Contract requires the Contractor to furnish a Performance Security to the Employer for a sum of Rs. _____ cr. (rupees _____ crore)* (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Contract, during the validity of the Contract.
- (C) We, through our Branch at (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations under and in accordance with the Contract, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest and without any reference to the Contractor, such sum or sums upto an aggregate sum of the Guarantee Amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Employer, under the hand of an Officer not below the rank of _____ in the I&WD, Govt of West Bengal, that the Contractor has committed a default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations under the Contract and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Employer and the Contractor, or any

dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until 28 (twenty eight) days from the date of expiry of the Defects Liability Period and unless a demand or claim in writing is made by the Employer on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Employer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
7. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
8. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.
9. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 28 (twenty eight) days from the date of expiry of the Defects Liability Period or until it is released earlier by the Employer pursuant to the provisions of the Contract.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

-
- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch
- * An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees
- (ii) **Please note that Validity of the BG for Performance Security shall be 36 months (completion period of construction) plus 36 months (Defect Liability Period) Plus 28 days. In addition there must be a Claim Period of six months for the BG.**

Bank Guarantee For Advance Payment

(Clause 51.1 OF CoC)

(To be stamped in accordance with Stamp Act and Applicable Laws)

Ref: _____

Date: _____

Bank Guarantee:

Dear Sir,

In consideration of the **Chief Engineer (South West), I&WD, Govt of West Bengal** (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), the Contract _____, dated _____ (hereinafter called the "Contract") and in accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with the Employer, a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]* _____ [in words].

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Contractor to the extent of _____ at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in the Employer or of any right which the Employer might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor any other course or remedy or security available to the Employer. The Bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that no change or addition to or other modification of the terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between the Employer and the Contractor, shall in any way release the Bank from any of its liability under this Guarantee, and the Bank hereby waives notice of any such change, addition or modification.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

The Bank also undertakes not to revoke this Guarantee during its currency except with the prior written consent of the Employer.

Notwithstanding anything contained herein above, our liability under this Guarantee is limited to _____ and it shall remain in force and in full effect from the date of the advance payment under the Contract until the Employer receives full repayment of the same amount from the Contractor and shall be extended from time to time for such period (not exceeding one year), as may be desired by the Contractor.

Yours truly,

Signature and Seal: _____

Name of Bank / Financial Institution: _____

Address: _____

Date: _____

*An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Format for Agreement (Contract)

(Cl 33.3 of ITB)

AGREEMENT

This Agreement made the -----day of-----, 2019 between **the Chief Engineer (South West), I&WD, Govt of West Bengal** (hereafter called “the Employer”) and -----(hereafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute _____ (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs.----- (**Rupees -----only**).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy and defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - A) Contract Agreement Volume –I containing**
 - i) Contract Agreement;
 - ii) The Letter of Acceptance;
 - iii) Notice to proceed with the works;
 - iv) Contractor's Bid (containing Technical and Financial Bid as per Form of Bid as per Section - 6 with Priced Bill of Quantities as per Section 7 of the Bidding Document)
 - v) Authorization for signing of this Agreement, correspondences and Minutes of Meetings between the Employer and the Contractor prior issuance of LOA;
 - vi) Securities and other Forms submitted by the Contractor under Section - 8 of the Bidding Document)
 - vii) Any other documents listed in Contract Data and/or furnished by the Bidder as per Section 10 of the Bidding Document.
 - B) Contract Volume –II containing**
 - i) Bidding Document Volume -1 containing Invitation for Bid (IFB), Section –I with Annexure and Appendices to Section –1, Qualification information under Section -2 , Conditions of Contract (General and Special) under Section-3, Conditions of Particular Application under Section 3A, Contract Data under Section 4:
 - ii) Amendments, Corrigenda, Addenda to the Bidding Documents issued prior to last date of submission of Bid.
 - C) Contract Volume –III containing**
Technical Specifications under Section -5 and
 - D) Contract Volume –IV containing**
Drawings under Section 9:

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written,

The common Seal of ___ was hereunto affixed in the presence of:

_____ or _____

Signed, sealed, and delivered by the said _____

in the presence of: _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

Memo No: 135 (09)

Date: 30.01.2019

Copy forwarded for information and wide circulation through the office Notice Board to the:

1. **Chief Engineer- South- West, I & W Dte., Govt. of West Bengal, Abash, Khasjungle, Midnapore, Paschim Medinipur. (in duplicate)**
2. **Savahipati, Paschim Medinipur Zilla Parishad, Paschim Medinipur.**
3. **Savahipati, Jhargram Zilla Parishad, Jhargram.**
4. **District Magistrate, Paschim Medinipur.**
5. **District Magistrate, Jhargram.**
6. **Executive Engineer, West Midnapore Division/ KKBP Division/ Jhargram Flood Management & Planning Division.**
7. **Notice Board, Western Circle -II.**

[Sd/- Pradip Bhattacharya]
Superintending Engineer
Western Circle II
Midnapore, I&W Dte