

# Office of the Burdwan Municipality

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Memo No. 107/E/XII-4/AMRUT

Dated:24/08/2020

<b>NOTICE INVITING ELECTRONIC TENDER No. 1</b> <b>Tender Ref: No. WBMAD/BM/AMRUT/1/20-21</b>
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The Executive Officer, Burdwan Municipality, on and for behalf of the Administrator/Chairperson Burdwan Municipality invites sealed competitive Bid on Percentage Rate Basis for the works detailed in the table below:-

List of Schemes:-

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Group.No.	Name of the work	Estimated Amount	Earnest Money	Price of agreement papers for L1 bidder	Period of Completion	Defect Liability Period
Group-I	Construction Deep Tube well (DTW), Pump house including interconnection work & supply, installation & commissioning of submersible pump in i) zone – I at Khagragarh ii) Zone – VIII at Godda iii) Zone – IX at Panjabagan including all civil & E/M works within Burdwan Municipality under AMRUT Programme	Rs.5953338.00	Rs.1,19,067.00	Rs.2505.00  (see note below)	Three (03) months from the date of issue of work order.	05 (five) year(s).
Group-II	Construction Deep Tube well (DTW), Pump house including interconnection work & supply, installation & commissioning of submersible pump in i) zone – II at Tinkonia ii) Zone –III at Khalasipara iii) Zone – X at Jalkal including all civil & E/M works within Burdwan Municipality under AMRUT Programme	Rs.5954676.00	Rs.1,19,094.00	Rs.2505.00 (see note below)	Three (03) months from the date of issue of work order	
Group-III	Construction Deep Tube well (DTW), Pump house including interconnection work & supply, installation & commissioning of submersible pump in i) zone – IV at Becharhat ii) Zone –V at Kanai-natshal iii) Zone – VI at Municipal Store iv) Zone – VII Gagraghat including all civil & E/M works within Burdwan Municipality under AMRUT Programme	Rs. 79,36756.00	Rs.1,58,735.00	Rs.2505.00  (see note below)	Three (03) months from the date of issue of work order .	

The cost of tender documents for the purpose of participating in e-tendering, but the successful L1 (Lowest) Bidder will have to pay the cost of tender documents of 3 (*three*) sets @ price mentioned in the list of scheme of NIEt during purchase of tender documents for execution of agreement as per notification no. 452 – A / PW / O / 10 C – 35 / 10 dated 26.07.2011 of the Secretary, to the Govt. Of West Bengal & subsequent no.199-CRC/2M-10/2012 dated 21/12/2012 of the Secretary, Public Works Department, CRC Branch, and Government of West Bengal. In case of any contractor (L1) expressed his / her willingness to have extra copy of the standard contract forms, only one spare copy of standard contract form may on payment of prescribed price be supplied to a contractor or firm of contractors, eligible to tender in a specific work on receipt of written requisition well in advance for the same. In case of the works in the open tenders an earnest money amounting to 2% (*two percent*) of the estimated value of work for which tender has been called for, shall have to be deposited by all intending tenderers. In any case Fixed Permanent Security Deposit will not be entertained as an earnest money. Bidder intending to participate in more than one work shall have to pay earnest money and have to pay price of agreement papers separately while making agreement, for each and individual tender.

- (ii) Enlistment of Contractors has been abolished as per Govt. order no. 1177-F(Y) dated 28/02/2014.
- (iii) Intending tenderer shall have to apply separately for each work of this NIT. **Bidders are requested to upload the files of relevant work(s) for which he intend to participate.**
- (iv) Payment to the contractor for the work shall be made by the Administrator/Chairman, Burdwan Municipality as per pay order (passed for payment) recommended and submitted by the Executive Engineer, Burdwan Division, M.E.Dte., who will be the EIC of the work.
- (v) 1. In the event of e-Filling, intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. EMD has to be deposited by the bidder through the following payment mode as per memorandum of the Finance Department vide No. 3975-F(Y) dated 28<sup>th</sup> July, 2016 read with Finance Department vide No. 5688-F(Y) dt.03.11.2016.

- 1.1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
- 1.2. RTGS/NEFT in case of offline payment through bank account in any bank. (*Details of which has been narrated in "Instruction to Bidders"*).

Modalities regarding receiving performance Bank Guarantee will be as detailed in Finance Department memorandum No. 2691-E(Y) dt.02.05.2017.

Tender document may be download from website & submission of Technical Bid / Financial Bid as per Tender time schedule stated in "Date & Time Schedule".

The documents submitted by the bidders should be indexed and also should be according to his / their Firm name.

- 1.1. A bidder desirous of taking part in a tender shall login to the e-Procurement Portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and Password and thereafter may download the tender document consisting of this N.I.T., Instruction to Bidders (Section – A), different Forms & Affidavits (Section - B), Special Terms & Conditions (Section-C), Specification of Work (Section – D), Additional Terms & Conditions and specification for Electrical works (Section -E)& Schedule of Works (BOQ in form of PDF), W.B. Form No. 2911(ii) and Addenda & Corrigenda (*if any*) from the website directly with the help of Digital Signature Certificate.

- 1.2 **Earnest Money:** An earnest money amounting to 2%( two percent) of the estimated value of work for which tender has been called for, shall have to be deposited by all intending tenderers. In any case Fixed Permanent Security Deposit will not be entertained as an earnest money.

As per G.O. No. 3975-F(Y) dated 28.07.2016 of the Secretary, Audit Branch, Finance Department a bidder should initiate payment of pre-defined EMD for the tender by selecting from either of the following payments modes :

- 1.3 The amount of pre-defined Earnest Money is to be submitted online in the following payments modes:
  - 1.3.1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
  - 1.3.2. RTGS/NEFT in case of offline payment through bank account in any bank. (*Details of which has been narrated in "Instruction to Bidders"*).

## 2. **Scope of Work:**

- 2.1 Boring of a tube well (250 mm x 200 mm dia) by boring pipes other than the pipes finally to be lowered for the tube well jet system through different types of soil strata and taking them out after boring operation.
- 2.2 Supplying and lowering new and final pipes of medium duty TATA make including approved strainers (heavy duty, blank pipes etc. as per the Bill of quantity. There should be a minimum gap of 50mm in between the outside of the tube well pipes and the bore.
- 2.3 Special attention is to be given for maintaining verticality of the tube well.
- 2.4 Supplying and fitting / fixing special Submersible pump of approved make including all necessary accessories.
- 2.5 Supplying & packing the annular space between the outside of the tube well pipes, strainers and the bore with approved pea-size gravels as per Specifications and the direction of the Engineer- in-Charge.
- 2.6 Testing of the quality of water :Water samples will be collected for bacteriological and chemical test at any depth during execution of the work. The test to be carried out at any Government Laboratory or any other Laboratories approved by the Engineer-in-Charge.

- 2.7 Boring record and bore chart: Contractor shall arrange for collecting at least one representative soil sample for the length of each boring pipe of length 6 m. (approx.) or at the level where soil strata changes whichever is earlier and preserve in small closed plastic container duly labelled. Contractor shall also submit daily bore log in prescribed form duly signed with mention of type of soil encountered in different layers as ascertained by Visual inspection.
- 2.8 Supplying & fixing pipeline including fittings/fixtures from the tube well upto the location as directed.
- 2.9 Construction of Pump House including interconnection work as directed by EIC.
- 2.10 Washing and developing tube well with air compressor pump and engine and directed by Engineer-in-Charge. (for at least three days @ 8 hours a day or more till pumped out water is cleared and odourless)
- 2.11 All allied electromechanical works as per Specifications and the direction of the Engineer-in-Charge.
- 2.12 Miscellaneous brick masonry and allied works. Any other appurtenant works and/or as directed by the Engineer-in-Charge for Successful completion of the work.

**3. Eligibility criteria for participation in tender:**

**3.1. Requirement of Credentials:**

3.1.1 For 1st call of NIT:

- 3.1.1.1. Intending tenderers should produce credentials of a similar nature of Completed at least one work of the minimum value of 40% (forty percent) of the estimated amount during 5 (five) years prior to the date of issue of the tender notice  
or
- 3.1.1.2. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% (eighty percent) or more and value of which is not less than the desired value at (3.1.1.1.) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer. As per Go no.03-A/PW/O/10C-02/14 Dated: 12.03.2015.

3.1.2 Annual Turn Over – will be as per below table

	For applying single group	For applying multiple group
Annual turn over	40% of amount put to Tender (for any particular group)	Cumulative sum of 40% of amount put to Tender (for respective nos.of group)

(I.e. FY2014-2015, 2015-2016, 2016-2017 , 2017-2018 & 2018-2019).

Note :Bidder intending to participate in more than one work shall have to furnish Annual turnover in cumulative manner and it should be Cumulative sum of 40% of amount put to Tender for the respective groups .Annual turnover should be any Financial Year among the last five financial years.

3.1.3 Bank solvency Certificate will be as per below table

	For applying single group	For applying multiple group
Bank solvency	40% of amount put to tender (for any particular group)	Cumulative sum of 40% of amount put to Tender (for respective nos of group)

3.1.4 Bank solvency should be issued during 1 (one) year prior to the date of issue of the tender notice.

Note :Bank solvency is desirable but not mandatory.

**3.2. Other terms and conditions of the credentials:**

- 3.2.1. Payment certificate will not be treated as credential;
- 3.2.2. Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central / State statute, on the executed value of completed / running work will be taken as credential.

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

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

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

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

*[Non Statutory Documents]*

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

*[Non Statutory Documents]*

- 3.2.5. The prospective bidders or any of their constituent partner(s) should not have abandoned any work during the last 3 (*three*) years from the date of publishing of this NIEt. Such abandonment or rescission will be considered as disqualification towards eligibility (a declaration in this respect through Affidavit will have to be furnished by the prospective bidders without which the

technical bid will be treated as non-responsive. Neither prospective bidder nor any of constituent partner(s) should have been debarred to participate in tender(s) by the any Department, Government of West Bengal during the last 2 (*two*) years prior to the date of this NIEt. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).

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

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

*[Non Statutory Documents]*

- 3.2.8. The prospective bidders should own or arrange through lease hold agreement the required plant and machineries of prescribed specifications as shown and mentioned in format [Section- B].

*[Non Statutory Documents]*

- 3.2.9. Registered Unemployed Engineers' Co-operative Societies / Unemployed Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Certificate of Registration and Valid Clearance Certificate from A.R.C.S. for the year 2016/2017 Professional Tax Deposit Challan for the Financial Year 2019-2020, PAN Card, Valid 15-digit Goods & Service Tax Payer Identification Number (GSTIN) under GST Act, 2017 with relevant document with up-to-date return along with other relevant supporting papers.

*[Non Statutory Documents]*

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

- 3.2.11. As per memorandum no. 311-W(c)/1M-132/15 dated.28.03.2018 of PWD, for building works worth value less than Rs. 25 Crore & which are predominantly Civil work in nature with electrical components less than 25% of the estimated amount put to tender, the Civil contractor is allowed to submit an agreement in non-judicial stamp paper of requisite value with an electrical contractor for execution of the electrical components of the work. In that case the electrical contractor will have to qualify for all requirements set forth in the e-NIT for electrical works including credential, electrical supervisor's certificate of competency (SCC) part no 1,,4,7A 7 11 etc. The Civil contractor will have to qualify for all requirements set forth in the e-NIT including requisite credential for Civil component of such works but excluding credential and SCC requirements for electrical works. However the onus and full responsibility of execution of the total work (Civil & Electrical) will be on the civil contractor who will execute the agreement with the Department. Payment will also be made to the civil contractor only.

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

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

[Non Statutory Documents]

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

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

3.2.15. **Bidders may apply for more than one group.** However during scrutiny by the Authority, he may not be eligible for all the groups. It may so happen that he has sufficient credential in all group but lacking adequate Turnover/ Bank solvency etc as per cumulative option. Under the circumstances, the Authority may face problems in deciding as to which groups he would be eliminated. In order to resolve the issue bidders intending to apply in more than one group should fix up priority covering all the groups he has applied. The bidder must enclose the priority list in the application for each and every group failing which the Authority may apply its discretionary power to disqualify him in case he is found not eligible in one or more group as the case may be.

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

5. The payment will be made as and when fund is available from the concerned source. No claim whatsoever for delay in payment, if any, will be entertained. Retention money towards performance Security amount to 10% (*ten percent*) of the value of the work will be deducted from the running account bill of the tender as per prevailing order. No interest will be paid on security deposit.

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

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

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

- 6.1. Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
- 6.2. Minimum wages to the workers shall be paid according to the rates notified and / or revised by the State Government from time-to-time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
- 6.3. Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.

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

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

7. Adjustment of Price (increase or decrease) Vide Notification No.23-CRC/2M-61/2008 dated 13/03/2009 & Notification No. 38-CRC/2M-61/2008 dated 20/04/2009 shall not be applicable. Since BOQ for the works under this NIeT is based upon the schedule of rates of Public Works Directorate, Government of West Bengal with Addendum & Corrigendum as mentioned hereinafter, the bidders shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and / or price adjustment will be allowed by the Department thereto under any circumstances.
8. **No Mobilization Advance and Secured Advance will be allowed.** Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work, storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site. The agencies will have to install the above machineries on the site within 45 (*forty five*) days from this end positively with application of Tender.
9. **Additional Performance Security @10% of the tendered amount shall be obtained from successful bidder if the accepted bid value is 80% or less of the estimate put to tender vide go no. 4608-F(Y) dt.18.07.2018.**

The successful Bidder will remain liable for following with West Bengal Contract Labour (Regulation & Abolition) Act 1970 and necessary certificates from appropriate authority to be submitted within 07 (seven) days from the date of issue of work order, otherwise the work order may be cancelled.

Security Deposit @ 8% (eight percent) will be deducted from each and every running bill. The Security Deposit excluding operation and maintenance will be refunded as per PWD order No. 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017, wherein, Construction of new building / new bridge / new culvert, the Defect Liability Period of the work shall be five years from the actual date of completion of the work;

10. Bids shall remain valid for a period not less than **120 (one hundred twenty)** days from the last date of submission of Financial Bid / Sealed Bid. In case of inadvertent typographical mistake found in the specified schedule of rates / BOQ, the same will be treated to be so corrected as to conform to the relevant schedule of rates prevailing at the time of floating of tender and / or technically sanctioned estimate. No claim whatsoever for such inadvertent typographical mistake will be entertained.
11. All materials required for the proposed scheme as mentioned including bitumen (*all grade*), bitumen emulsion, cement & steel (which ever applicable) will have to be of specified grade & approved brand in conformity with relevant code of practice (*latest revision*) & manufactured accordingly & will have to be procured & supplied by the agency at his / their own cost including all taxes. Authenticated evidence for purchase of bitumen, bitumen emulsion, cement and steel are to be submitted along with challan and test certificate. In the event of further testing opted by the Engineer-in-Charge, such testing from any Government approved / Government Testing Laboratory will have to be conducted by the agency at his/their own cost. All steel materials to be used for the work should be SAIL / TATA / RINL unless otherwise mentioned specifically in the BOQ.
12. Date & Time Schedule:

Sl. No.	Particulars	Date and Time
1	Date of publishing NIeT Documents.(online) ( <i>Publishing Date</i> )	05.09.2020 From 10:00 A.M. onwards.
2	Tender Document download start date and time. (online)	05.09.2020 From 11:00 A.M. onwards.
3	Pre Bid Meeting with the intending Bidders. ( <i>Optional for the bidders</i> )	10.09.2020 at 01:00 P.M. At office of The Superintending Engineer, West Circle, Municipal Engineering Directorate, Government of West Bengal, Patalbazar, Burdwan. The bidder who are willing to participate the Prebid meeting has to intimate to the office via mail atleast 3 days back along with the questionnaire and also to intimate the name of the person who will attend the prebid meeting
4	Start Date of Bid Submission. ( <i>Technical and Financial</i> ) (online)	05.09.2020 From 1:00 P.M. onwards.

5	Closing date and time of Bid submission (Technical and Financial) (online).	22.09.2020 upto 12:00 Noon
6	Date and time of opening of Technical Proposals (online).	25.09.2020 after 12:00 Noon
7	Date and time of uploading of list of Technically qualified bidders.(online)	Will be notified later on.
8	Date of uploading of final list of technically qualified bidders after disposal of appeals, if any.	Will be notified later on.
9	Date and time of opening of Financial Proposal (online).	Will be notified later on.

## 12. There will be no provision of Arbitration.

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

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

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 (*fifteen*) days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

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

13. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense. Issuance of letter of acceptance / Work Order may be delayed and / or work may be financially restricted up to the limit of existing administrative approval until receipt of administrative approval / revised administrative approval from the competent authority (*in applicable cases*). Also issuance of letter of acceptance / work Order may be delayed and / or work may be restricted in some stretches till necessary land for the same is made available and / or encroachments are removed (*in applicable cases*). No claim, whatsoever, for such delay in issuance of Letter of Acceptance / Work Order and / or restriction of work will be entertained. Intending bidders may keep these criteria in mind while participating in tender and / or while quoting their rates.

Guiding Schedule of Rates: Rates have been taken from P.W.D. (W.B.) Schedule of Rates for "Road & Bridge Works", "Building Works", "Sanitary & Plumbing Works" and Electrical works effective from 1<sup>st</sup> November 2017, PHE Schedule 2019 along with upto date corrigenda & addenda and approved rates of the Superintending Engineer, Respective Circle, PWD, Government of West Bengal.

14. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.
15. Defect Liability Period:- As par Notification No. 5784-PW/L&A/2M-175/2017 dt. 12.09.2017 of Principal Secretary, PWD the following partial modification in the West Bengal Form No: 2911/2911 (i)/ 2911 (ii) (herein after referred to as printed Tender Form), in cancellation of earlier Notification No.177-CRC/2M-57/2008, Dt.12.07.2012 are made:-

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

Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge

may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of clause 1 hereof shall be

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

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

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

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

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

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

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

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

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

#### Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

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



been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

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

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

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

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Burdwan Municipality on behalf of the contractor.
2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
3. The Bank Guarantee will be submitted as per approved Format. The employer should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:

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

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

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

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

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

4.3.1. 30% (*thirty percent*) of the same shall be refunded to the contractor on expiry of 2 (*two*) years from the actual date of completion of the work;

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

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

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

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

4.4.2. 30% (*thirty percent*) of the same shall be refunded to the contractor on expiry of 4 (*four*) years from the actual date of completion of the work;

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

16. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by the Government.
17. All intending bidders are requested to be present in the Office of office of the Administrator/Chairman, BURdwan Municipality, during opening of the Tender as per the dates mentioned in the notice to observe the tender opening procedure.
18. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.
19. **Requirement of Principal Machineries which must be possessed by own/ Lease Hold agreement (as the case may be) are as shown and mentioned in Section – B.**  
Original documents in support of own / lease possession of the aforesaid machineries are to be furnished if required by the Tender Inviting Authority.
20. In the event of acceptance of lowest tendered rate, no multiple minimum rate will be considered by the Department.
21. **In case of item rate tender, the technically qualified bidder, whose total offered price considering sum of offered prices of all the items of works taken together, stands lowest, will be considered for acceptance. In no case lowest bidder of individual items of works will be considered for acceptance for the corresponding items of works.**
22. The Tender Inviting Authority reserves the right to cancel the NIeT due to unavoidable circumstances and no claim in this respect will be entertained.

23. During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder are incorrect / manufactured / fabricated, that tender will be out rightly rejected and further penal action may be taken against him as per rule.
24. In case there is any objection regarding prequalifying an agency, that should be lodged to the tender inviting authority, i.e., the Administrator/Chairman, Burdwan Municipality within 48 (*forty eighty*) hours (*including holidays*) from the date and time of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Bid Evaluation Committee.
25. Before issuance of Letter of Acceptance / Work Order, the tender inviting authority may verify the credentials & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, in that case Letter of Acceptance / Work Order will not be issued in favour of that tenderer under any circumstances and further penal action may be taken against him as per rule.
26. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
- (i) West Bengal Form No. 2911(ii)
  - (ii) NIeT
  - (iii) Special terms & Conditions
  - (iv) Technical bid
  - (v) Financial bid

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

27. The Superintending Engineer (West Circle), MED will do the technical and financial evaluations of the bidders for different types of works and make recommendation to the tender accepting authority. The bidders will have to meet all the minimum criteria regarding:-
- (a) Financial Capacity
  - (b) Technical Capability comprising of personnel & plant & equipment capability
  - (c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of his digitally signed documents in support of the minimum criteria as mentioned in (a), (b), (c) above with the help of his DSC and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such case the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice and further penal action may be taken against him as per rule.

28. Bidders should upload their documents from original copies. Uploading Photocopy & illegible copies will not be accepted.
29. Each work will be awarded against specific set of machineries as indicated in Sl. No. 20 of this NIeT & Section - B (Form-IV).
30. **Cost of Tender Documents:** The intending Tenderers shall not have to pay the cost of tender documents for the purpose of participating in e-tendering vide Notification No. 199-CRC/2M-10/2012 dated 21/12/2012 of the Secretary, Public Works Department, Government of West Bengal

However, the successful bidder shall have to pay the cost of contract documents @ **Rs. 2505.00 (Rupees Two Thousand Five hundred & Five)** only per set at the time of formal agreement.

Sd/-  
**The Executive Officer**  
**Burdwan Municipality**

**Memo. No.**

**Dated**

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

1. The Mission Director, AMRUT, West Bengal.
2. The Secretary, MED, Bikash Bhavan, Salt Lake Kolkata
3. The Chief Engineer, MED, Bikash Bhavan, Salt Lake Kolkata
4. The Additional Chief Engineer,( South), MED, BikashBhavan, Salt Lake Kolkata.
5. The Superintending Engineer, West Circle, M.E.Dte., Burdwan.
6. The Executive Engineer,MED, Burdwan Division
7. CA to The District Magistrate, PurbaBardhaman for his kind appraisal to authority.
8. The Sub-Divisional Officer, Sadar (North),PurbaBardhaman for his kind appraisal to authority

**The Executive Officer**  
**Burdwan Municipality**

## SECTION - A

### INSTRUCTION TO BIDDERS

#### **General guidance for e-Tendering:**

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

#### **Registration of Contractor:**

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

#### **Digital Signature Certificate (DSC):**

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

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

#### **Participation in more than one work:**

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

A prospective bidder (including his participation in partnership) shall be allowed to participate in 2 (two) works anywhere for each set of prescribed machinery and equipment owned / lease hold agreement by the bidder. In no case a bidder will be allowed to participate in bid for more than 2 (two) works anywhere per set of required machineries.

Provided that in a particular NIeT, having multiple work, a bidder can participate in more than one work, provided the bid capacity permits and the bidder is capable to arrange and deploy separate set of required machineries for multiple works and complete the work in specified time.

#### **Submission of Tenders:**

General process of submission:

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

#### **Technical proposal:**

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

#### **Statutory Cover Containing:**

A.0.1. Prequalification Application  
(Section - B, Form - I)

A.0.2. Earnest Money has to be deposited by the bidder through the following payment mode as per memorandum of the Finance Department vide No. 3975-F(Y) dated 28<sup>th</sup> July, 2016.

- (a) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
- (b) RTGS/NEFT in case of offline payment through bank account in any bank.

A.0.3. Financial Statement  
(Section - B, Form - II)

A.0.4. Affidavit  
(Ref:- format for affidavit shown in "X" and Declaration "Y"  
in Section - B)

A.0.5. West Bengal Form No. 2911(ii) & NIeT with all agenda & corrigendum (*download& upload the same digitally signed, quoting rate will only encrypted in the BOQ under Financial Bid. In case quoting any rate in West Bengal Tender Form No. 2911(ii) the tender liable to summarily rejected*)

A.0.6.Special Terms, conditions & specification of works.

**Non statutory Cover Containing:**

A.1.1. Professional Tax (PT) deposit receipt challan for the financial year 20172018, PAN Card, valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act. 2017 with relevant document(s) and any other(s) if applicable.

A.1.2.Registration Certificate under Company Act. (*if any*).

A.1.3.Registered Deed of partnership Firm / Article of Association & Memorandum.

A.1.4. Registered Power of Attorney  
(*For Partnership Firm/ Private Limited Company, if any*).

A.1.5. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last five years  
(*year just preceding the current Financial Year will be considered as year – I*).

A.1.6.Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op (S) (ARCS).

A.1.7. Bye laws are to be submitted by the Registered labour Co-Op (S) & Engineers' Co.-Opt.(S).

A.1.8. List of machineries possessed by own/ lease along with authenticated copy of tax invoice, delivery challan& waybill Ref.:- Cl. No. 3.2.9.& 20 and Section –B, Form - IV of this NIeT and a statement should be submitted with mentioning the present status and location of installation of main plant and machineries.

A.1.9. List of laboratory Instrument along with authenticated Invoice &Challan.

A.1.10.List of Technical staffs along with structure & organization  
(*Section – B, Form – III*).

A.1.11. Requisite Credential as per Cl. No. 3(i) and Section – B, Form – V of this NIeT. Scanned copy of Original Credential Certificate as stated in Cl. No. 3(i) of NIeT is to be submitted.

Note: Failure of submission of any of the above mentioned documents (as stated in A. 1.& A. 2.) will render the tender liable to be summarily rejected for both statutory & non statutory cover.

**Opening & evaluation of tender:**

Earnest money amounting to 2% (*two percent*) of the estimated value of work for which tender has been called for, will have to be submitted online by all intending Tenderers.

**Opening of Technical proposal:**

Technical proposals will be opened by the Administrator/Chairman, Burdwan Municipality

Intending tenderers may remain present if they so desire.

Cover (folder) statutory documents (vide Cl. No. –A.0) will be opened first & if found in order, cover (Folder) for non-statutory documents (vide Cl. No. –A.1) will be opened. If there is any deficiency in the statutory documents, the tender will summarily be rejected.

Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evaluation committee.

Pursuant to scrutiny & decision of the Bid Evaluation Committee, the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

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

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

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

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

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ol style="list-style-type: none"> <li>1. Valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act. 2017 with relevant document(s) and any other(s) if applicable.</li> <li>2. PAN Card.</li> <li>3. Valid P. Tax Deposit Challan.</li> <li>4. Valid Trade License.</li> </ol>
B.	Company Detail(s)	Company Detail - 1	<p>Proprietorship Firm (<i>Trade License</i>)</p> <p>Partnership Firm (<i>Partnership Deed, Trade License</i>)</p> <p>Ltd. Company (<i>Incorporation Certificate, Trade License</i>)</p> <p>Co-Operative Society (<i>Society Registration Certificate Copy, Trade License</i>)</p> <p>Registered Power of Attorney.</p>
C.	Credential	Credential – 1 Credential – 2	Similar nature of work done and completion certificate with Price Schedule or BOQ which is applicable for eligibility in this NIEt.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
E.	Financial Information	Work in hand	1. Financial Statement (Section –B, Form – II) duly filled up. 2. Affidavits – X and Declaration – Y. 3. Certificate of revolving line of credit by the Bank.
		Payment Certificate 1 Payment Certificate 2	Only Payment Certificate not the TDS Certificate. ( <i>Issued by an Officer not below the rank of Executive Engineer</i> ).
		Profit & Loss A/c. and Balance Sheet for the financial year 2018-2019.	Profit & Loss A/c. and Balance Sheet ( <i>with Annexure and 3CD form in case of Tax Audit</i> )
		Profit & Loss A/c. and Balance Sheet for the financial year 2017-2018.	Profit & Loss A/c. and Balance Sheet ( <i>with Annexure and 3CD form in case of Tax Audit</i> )
		Profit & Loss A/c. and Balance Sheet for the financial year 2016-2017.	Profit & Loss A/c. and Balance Sheet ( <i>with Annexure and 3CD form in case of Tax Audit</i> )
		Profit & Loss A/c. and Balance Sheet for the financial year 2015-2016.	Profit & Loss A/c. and Balance Sheet ( <i>with Annexure and 3CD form in case of Tax Audit</i> )
		Profit & Loss A/c. and Balance Sheet for the financial year 2014-2015.	Profit & Loss A/c. and Balance Sheet ( <i>with Annexure and 3CD form in case of Tax Audit</i> )
L.	Man Power	Technical Personnel	List of Technical Staffs ( <i>as per NIeT.</i> )
		Technical Personnel on Contract	List of Technical Staffs ( <i>as per NIeT.</i> )

**Opening of Technical Proposal:**

Technical proposals will be opened by the Administrator/Chairman, Burdwan Municipality or his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

**Financial proposal**

The financial proposal should contain the following documents in one cover (folder) i.e., Bill of Quantities (BOQ). The contractor is to quote the rate (*percentage Excess / Less / At par*) online through computer in the space marked for quoting rate in the BOQ.

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

Financial capacity of a bidder will be judged on the basis of net worth and available bid capacity as mentioned in the NIeT to be obtained from the information furnished in Form – II (Section–B), i.e., Financial Statement.

The Audited Balance Sheet for the last 5 (*five*) years, Net Worth, Bid Capacity etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing long term profitability including an estimated financial projection for the next 2 (two) years.

**Penalty for suppression / distortion of facts:**

Submission of false document, by tenderer is strictly prohibited & if found the matter may be referred to the appropriate authority for prosecution as per relevant IT Act / other relevant Acts and further penal action may be taken against him as per rule.

## **REJECTION OF BID**

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

## **AWARD OF CONTRACT**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Letter of Acceptance. Refusal to accept an award after issuance of "Letter of Acceptance" or refusal to enter into contract with the Government without justifiable cause will lead to forfeiture of EMD of the said bidder in favour of the Government and appropriate penal action as per rule / as stated elsewhere in this NIeT will be taken against him.

All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost (Ref: of this N.I.T.) issued from the Administrator/Chairperson, Burdwan Municipality within time limit to be set in the letter of acceptance.

The Letter of Acceptance will constitute the formation of the Contract. Issuance of Letter of Acceptance / Work Order may be delayed due to non-receipt of clear site for the work and no claim, whatsoever, for delay in issuance of Letter of Acceptance / Work Order will be entertained.

The Agreement in West Bengal Form No. 2911(ii) will incorporate all necessary documents e.g. NIeT, all addenda & corrigendum, special terms & conditions (Section - C), different filled-up forms (Section -B), BOQ, prevailing P.W. Directorate Schedule of Rates at the time of floating of NIeT, and the same will be constituted between the Tender Accepting Authority and the successful Bidder.

## **Online receipt and refund of EMD of e-procurement through State Government-procurement portal.**

### **Login by bidder:**

A bidder desirous of taking part in a tender invited by a State Government Office / PSU / Autonomous Body / Local Body / PRIs, etc. shall login to the e-procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.

He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by select from either of the following payments modes:

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

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

### **Payment procedure:**

#### **Payment by Net Banking** (any listed bank) through ICICI Bank Payment Gateway:

A. 1.1.1. 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.

A. 1.1.2. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

A. 1.1.3. Bidder will receive a confirmation message regarding success/failure of the transaction.

A. 1.1.4. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of SUDA.

A. 1.1.5. If transaction is failure, the bidder will again try for payment by going back to the first step.

### **Payment through RTGS/NEFT:**

- A. 1.2.1. 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.
- A. 1.2.2. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- A. 1.2.3. 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.
- A. 1.2.4. If verification is successful, the Fund will get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of SUDA.
- A. 1.2.5. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
- A. 1.2..6. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

### **Refund/Settlement Process:**

- A.1.3.1. 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.
- A.1.3.2. 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.
- A.1.3.3. 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 refund, 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.
- A.1.3.4. 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.
- A.1.3.5. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal.



EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.

In 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.

A.1.3.6. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the e-Procurement portal for updation.

A. 1.3.7. 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.

A.1.3.8. All refunds will be made mandatorily to the Bank A/c. from which the payment of EMD & Tender Fees (*if any*) were initiated.

**Refund/Settlement Process:**

A.1.4.1. The ICICI Internet Banking will communicate to the State Government e-Procurement portal all details of the transactions on daily basis.

A.1.4.2. The Tender inviting Authority of the Government Offices 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.

A. 1.4.3. 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.

**The Executive Officer  
Burdwan Municipality**

SECTION – B

FORM –I

PRE-QUALIFICATION APPLICATION

**To  
The Administrator / Chairman  
Burdwan Municipality**

Ref : Tender for .....(name of  
work).....  
NIET No..... Sl. No..... of The Administrator,BurdwanMunicipality.

Dear Sir,

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

The application is made by me / us on behalf of.....

in the capacity..... duly authorized to submit the order.

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

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

We understand that:

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

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

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

Date.....

Signature, Name and designation of authorized signatory

For and on behalf of .....

(name of the applicant)

**AFFIDAVIT – "X"**

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

1. I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted is proved to be false or concealed, the application may be rejected and no objection / claim will be raised by the undersigned.
  
2. The undersigned also hereby certifies that neither our firm.....nor any of its constituent partners have failed to executed more than one works contract under any directorate of Govt of West Bengal and that neither our firm..... nor any of its constituent partners was terminated by any sub-rule under Clause 3 of Tender Form No. 2911 and that neither our firm ..... nor any of its constituent partners was terminated under any clause of Standard Bidding Documents by the Engineer-in-Charge / Employer during last 3 (three) years.
  
3. The undersigned would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
  
4. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
  
5. Certified that I have applied in the tender vide **NIeT bearing No. WB.....** of the Administrator/Chairman, Burdwan Municipality in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job and also not applied more than two works anywhere per set of required machineries.
  
6. The undersigned also hereby certifies that the Bid shall remain valid for a period not less than 120 (one hundred twenty) days, after the dead line date for Bid submission.
  
7. I / we do hereby certify that I shall bring all requisite technical personnel and /or plants/ testing machineries / equipment for all the items of works as per relevant IS / IRC codes of practice and as per BOQ and as per direction of the Engineer-in-Charge at the time of execution of work at site even if upon technical evaluation I am declared as "qualified" without having all the requisite technical personnel and /or plants/ testing machineries / equipment at the time of submission of tender.

Date:

Signature, name and designation of  
Authorised Signatory.

For and on behalf of  
(Name of the Applicant)

**DECLARATION "Y"**

(To be submitted in non-judicial stamp paper of appropriate value, duly notarised)

- I, the undersigned, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.
- Certified that required specified machineries for the works under this NIeT will be installed at the working site within 7 (*seven*) days (maximum) from the date of LOA / work Order.
- The undersigned also hereby certifies that neither our firm nor any constituent firm had been debarred to participate in tender by Public Works Department, UD&MA Deptt. Or other Govt. deptt. during the last 5 (*five*) years prior to the date of this NIeT.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- Certified that I have applied in the Tender vide **in the tender vide NIeT bearing No. WB..... of the Administrator / Chairman Burdwan Municipality** in the capacity of individual / as a partner of a firm and that I have not applied severally for the same job.
- Certified that I have applied in the tender in the capacity of individual / as a partner of a firm.
- Certified that I have access to or have available liquid assets (aggregate of working capital, Cash-in-Hand, uncommitted Bank Guarantees) and / or credit facilities not less than 10% of the estimated cost put to tender. In this respect, I have attached necessary documents with this application.
- I, the under-signed, do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found / ascertain to be incorrect / fabricated / misrepresented / fraudulent etc., accordingly tender will be liable to be cancelled / terminated immediately & I / my firm / company shall also be liable to be prosecuted under section 197, 199 & 200 of Indian Penal Code, 1860 along with section- 71 & section -73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money / Security Deposit.

Date:

Signature, name and  
designation Of  
Authorised  
Signatory.

For and on behalf of

(Name of the)

SECTION - B

FORM - V

Experience Profile

Name of the Firm:

List of projects completed that are similar in nature to the work applied for executed during the last 5 (*five*) years.

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible for supervision	Contract price in Indian Rs.	Percentage of Participation of company	Original Date of start of work	Original Date of completion of work	Actual Date of starting the work	Actual Date of completion of work	Reasons for delay in completion (if any)
<div style="border-top: 1px dashed black; margin-top: 10px;"></div>									

Date:

Signature, name and designation Of  
Authorised Signatory.

For and on behalf of

(Name of t

## Section - C

### Special Terms and Conditions

#### **C. 1 General:**

Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications as mentioned in the Departmental Schedule, i.e., Public Works Department Schedule of Rates for Building Works (Volume – I) and Sanitary & Plumbing works (Volume – II) including Materials, Labour & Carriage effective from 1st December 2017 with up-to-date addenda and corrigenda, if any, in force issued by the Superintending Engineer, Planning & Monitoring Circle, PWD & Convener, Combined Schedule Committee of PWD, as applicable for the working area of concerned Circle at the time of uploading of tender.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid specification books, relevant Public Works Department Schedule of Rates for Road & Bridge Works (Volume-III) including Materials, Labour & Carriage in different districts of West Bengal for the working area effective from 1st December 2015 with up-to-date agenda & corrigenda, if any, in force issued from competent authority of PWD or relevant I.S. / I.R.C. Codes of practice or National Building Code in force at the time of uploading of tender will be considered for the appropriate working area.

#### **C. 2 Definition of "Engineer-in-Charge" and commencement of work:**

The word "Engineer-in-Charge" means the Executive Engineer, M.E. Directorate of the concerned Division. The word "Department" appearing anywhere in the tender documents means Municipal Engineering Directorate under UD&MA Department, Government of West Bengal, who have jurisdiction, administrative or executive, over part or whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work will have to be taken up within specified time as mentioned in the work order. Failure to do so will constitute a violation of the contract stipulation as regards to proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form. The Superintending Engineer of concerned Circle, Municipal Engineering Directorate, Government of West Bengal will act as Nodal Superintending Engineer. The Executive Engineer, Burdwan Division, M.E. Directorate, Government of West Bengal shall be the Nodal Engineer-in-Charge of the work. Nodal Superintending Engineer will control the whole work. Deviation of the work if any should be controlled and sanctioned/approved by the nodal Superintending Engineer of MED as per G.O. No.- 5784-PW/L&A/2M-175/2017 Dated 12.09.17.

#### **C. 3 Terms & Conditions in extended period:**

As Clause 5 of West Bengal Form No. 2911(ii) when an extension of time for completion of work is granted by the Engineer-in-Charge for valid reasons over which the contractor have no control, it will be taken as granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated up to the extended period.

#### **C. 4 Co-operation with other agencies and damages and safety of road users:**

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

#### **C. 5 Transportation arrangement:**

The contractor will arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, *if required*, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have to arrange at his own initiative so that progress of work is not hampered and no

claim whatsoever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from Department in this regard. The contractor must consider this aspect while quoting rate.

**C. 6 Contractor's Site Office:**

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

**C. 7 Incidental and other charges:**

The cost of all materials, hire charges of Tools and plants, labour, Corporation / Municipal Fees for water supply, Royalty or road materials *if ( any )*, electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling chargers, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of all taxes, all other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up to the entire satisfaction of the Engineer-in-charge of the work. No extra claim in this regard beyond the specified rate as per work schedule in this respect will be entertained.

**C. 8 Authorised Representative of Contractor:**

The contractor should not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorised representatives in respect of one or more of the following purposes only.

C. 8.1. General day to day management of work.

C. 8.2. To give requisition for Departmental materials, Tools & Plants etc., to receive the same and sign hand receipts thereof.

C. 8.3. To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken as accepted by the contractor.

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

**C. 9 Power of Attorney:**

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

**C. 10 Extension of time:**

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants etc. will be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause 5 of the printed form of West Bengal Form No. 2911(ii).

**C. 11 Contractor's Godown:**

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown should be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any cement,

which is found at the time of use to have been damaged, shall be rejected and must immediately to removed from the site by the contractor as per directed of the Engineer-in-Charge.

**C. 12 Arrangement of Land:**

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the said purpose on the written permission of the ULB authority as per rule.

**C. 13 Use of Government Land:**

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

**C. 14 Work Order Book:**

The contractor will within 7 (*seven*) days of receipt of the order to take up the work, supply at his own cost one Work Order Book to Sub-Divisional Officer / Assistant Engineer concerned, who is authorised to receive and keep in custody the Work Order Book on behalf of the Engineer-in-Charge. The Work Order Book will be kept at the site of work under the custody of Sub-Divisional Officer / Assistant Engineer or his authorised representative. The Work Order Book should have machine numbered pages in triplicate. Directions or instructions from Departmental officers to be issued to the Contractor will be entered (*in triplicate*) in the Work Order Book (*except when such directions or instructions are given by separate letters*). The contractor or his authorised representatives should regularly note the entries made in the Work Order Book and also record thereon the actions taken or being taken by him for complying the said directions or instructions on any relevant points relating to the work. The contractor or his authorised representative may take away the triplicate pages of the Work Order Book for his own record and guidance.

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

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

- C. 14.1. Name of the Work;
- C. 14.2. Reference to contract number;
- C. 14.3. Contractual rate in percentage;
- C. 14.4. Date of opening of the Work Order Book;
- C. 14.5. Name and address of the Contractor;
- C. 14.6. Signature of the Contractor;
- C. 14.7. Name & address of the Authorized representative (*if any*);
- C. 14.8. Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor;
- C. 14.9. Signature of the authorized representative duly attested by the Contractor;
- C. 14.10. Signature of the Sub-Divisional Officer / Assistant Engineer concerned;
- C. 14.11. Date of actual completion of work;
- C. 14.12. Date of recording final measurement;

Entries in C. 14.11.& C. 14.12.above shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the Sub-Divisional Officer / Assistant Engineer.

**C. 15 Clearing of Materials:**

Before starting any work, work site, wherever necessary, must be properly dressed after cutting clearing of all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structures or obstructions including



some pipes in underground works, *if any*, must also be removed. All scars of construction should be obliterated and the whole site should be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. Total length (*in case of road project*) should be demarcated by proper chainaging with fixing 200 m post as per direction of the Engineer-in-Charge on both sides of the alignment and Bench Marking at desired locations as per direction of the Engineer-in-Charge. No separate payment will be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

**C. 16 Sundry Materials:**

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-in-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout of different works and fix up alignment and the contractor will have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like pegs, strings, nails, flakes instruments etc. and also skilled labour required for setting out the levels, for laying out difference structures and alignment will also have to be supplied by the contractor at his own cost as per direction of the Engineer-in-Charge without any extra claim towards the Department.

**C. 17 Supplementary / Additional items of Works:**

- C. 17.1. Rates of Supplementary Item(s) will be analysed in the 1<sup>st</sup> instant as far as possible from the rates of the allied items of works appearing in the tender schedule.
- C. 17.2. Rates of Supplementary Item(s) will be analysed to the maximum extent possible from the rates of allied items of works appearing in the Public Works Department Schedule of Rates (for Building / Sanitary & Plumbing Works) of probable items of work forming part of the tender document. Rates of SOR for the working area at the time of floating of NIeT will be applicable.
- C. 17.3. In Case, additional items do not appear in the above Public Works Department Schedule of Rates, such items for the works will be paid at the rates entered in the Public Works (Roads) Department Schedule of Rates for the working area at the time floating of NIeT.
- C. 17.4. If the Supplementary Item(s) cannot be computed even after application of clauses stated above, rates of supplementary item(s) will be analysed to the maximum extent possible from the rates of allied items of works appearing in the current PWD Schedule of Rates (for Building / Sanitary & Plumbing / Road Works) of probable items of work for the work area at the time of execution of work.
- C. 17.5. If the rates of the Supplementary Item(s) cannot be computed even after application of clauses stated above, the same will be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (*both together*) at 10% (*ten percent*) will be allowed only. In that case the contractual percentage will not be applicable. In such cases rates should be determined by the Superintending Engineer concerned under whom the work is being executed.

Contractual percentage shall only be applicable with regard to the portions of the analysis based on PWD Schedule of Rates as mentioned in Clauses C. 17.1., C. 17.2., C. 17.3 & C. 17.4. stated above only.

It may be noted that the cases of supplementary items of claim will not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

**C. 18 Covered up works:**

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

**C. 19 Approval of Sample:**

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

**C. 20 Water and Energy:**

The contractor will have to arrange at his own cost, required energy for operation of equipments and machineries, for operating pump set, illuminating work site, office, etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at the site of work. Arrangement for obtaining water for the work should also be made by the contractor at his

own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

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

**Amenities for contractors:**

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

**C. 21 Road open to traffic:**

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programme of work must be so adjusted as not to disturb the smooth flow of road traffic in any way. If necessary, diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in the specific price schedule. The contractor will also have to indemnify the Department against consequences of any such injury or accident, if so happens and which, as per opinion of the Engineer-in-Charge is due to contractor's fault.

Suitable road sign, as and where necessary, should be provided by the contractor at his own cost as per direction of the Engineer-in-Charge and will also be maintained till the completion of the work. Road barriers, with red light at night, are to be placed where the existing surface is disturbed with proper road signs. All these should be done at the cost of the contractor without any extra claim towards the Department.

**C. 22 Drawings:**

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

**C. 23 Serviceable Materials:**

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

**C. 24 Unserviceable Materials:**

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

**C. 25 Contractor's risk for loss or damage:**

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

**C. 26 Idle labour & additional cost:**

Whatever may be the reason, no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. will be entertained under any circumstances.

**C. 27 Charges and fees payable by contractor:**

C. 27.1. The contractor will have to pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and will keep the department indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or law.

C. 27.2. The Contractor will save and indemnify the department from and against all claims, demands, suit and proceedings for or on account of infringement of any patent, rights, design, trade mark of name of other protected right in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

**C. 28 Issue of Departmental Tools and Plants:**

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

**C. 29 Realisation of Departmental claims:**

Any of sum money due and payable to the contractor (*including security deposit refundable to him/her*) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government. If the entire claim of Government is not appropriated by this way, claim for balance amount may be appropriated as per Public Demand Recovery Act.

**C. 30 Compliance of different Acts:**

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

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

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

**C. 31 Safety, Security and Protection of the Environment:**

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

C. 31.1. have full regard for the safety of all persons and the Works (*so far as the same are not completed or occupied by the Department*);

- C. 31.2. provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others;
- C. 31.3. take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation;
- C. 31.4. ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

**C. 32 Commencement of work:**

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

**C. 33 Programme of work:**

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-in-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-in-Charge and is modified by him/her. The contractor must pray in writing, showing sufficient reasons therein for modification of programme.

The work shall have to be executed strictly as per the time limit mentioned in this document failing which shall invite appropriate penalty as applicable.

The conditions laid down in Clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

**C. 34 Setting out of the work:**

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

**C. 35 Precautions during works:**

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

**C. 36 Testing of qualities of materials & workmanship:**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per specification mentioned in the relevant Schedule of Rates for Building Works (Volume - I) and Sanitary & Plumbing Works (Volume - II) and relevant IS / IRC codes and the Engineer-in-Charge reserves the right to test, examine and measure the materials / workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or

quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Government Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests will have to be borne by the agency and that must be considered during quoting rate.

**C. 37 Site Condition:**

The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffic during day as well as to night. The execution of the work should be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account.

Difficulties and inconveniences in transporting materials over the bad roads, Kutchra roads, incomplete roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over kutchra roads. These approach roads should be maintained by the Contractor at his own cost.

Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be any, should be noted by the bidder. No extra rate or extra time will be allowed on these accounts. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing will be entertained under any circumstances beyond the respective tendered provisions.

**C. 38 Preliminaries:**

During execution of the work, contractor will remain responsible for providing reasonable facilities to traffic on the road and also lighting and guarding of the road during night for its safety while the work is in progress and no extra rate will be paid on this account before taking up the work.

Approximately half of the road width including one flank should be kept clear to the traffic from all obstructions and the surface should be properly cleaned and leveled as far as possible.

Sign Boards / Direction Boards are to be erected at required points of specified size indicating in red letters on a white back ground as per direction of the Engineer-in-Charge, cost of which will have to be borne by the agency.

Road barriers should be placed wherever the existing road surface is disturbed with proper road signs. During night, these should be provided with light, Night Guard / "Chowkidar" for watching the barrier etc. should also be maintained by the Contractor to give due warning to road users, especially at night.

**C. 39. Specification for Building, Sanitary & Plumbing Works & Ancillary Works and Quality Control Tests:**

All works and all quality control tests should conform to specifications mentioned in the BOQ and in the NIET and in the relevant "Schedule of Rates, Building, Sanitary & Plumbing Works of PWD, Government of West Bengal read with relevant Corrigenda and Addenda". Where the above BOQ, NIET & SOR is silent about specification or quality control tests of any particular item of work, the same should conform to the specifications and quality control test laid down in the relevant, "Schedule of Rates of Road & Bridge Works PWD, Government of West Bengal read with relevant Corrigenda & Addenda / relevant IS / IRC Codes of practice."

**C. 40 Timely completion of work:**

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

**C. 41 Procurement of materials:**

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

**C. 42 Rejection of materials:**

All materials brought to the site must be approved by the Engineer-in-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours from the issue of order to that effect. In case of non-compliance of such order, the Engineer-in-Charge will have the authority to cause such removal at the cost and expense of the contractor and the contractor will not be entitled to claim for any loss or damage on that account.

**C. 43 Implied elements of work in items:**

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

**C. 44 Damaged cement:**

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

**C. 45 Issue of Departmental Materials:**

Departmental materials will not be issued under any circumstances except DI pipe for laying.

**C. 46 Forced Closure:**

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

**C. 47 Tender Rate:**

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

**C. 48 Delay due to modification of drawing and design:**

The contractor will not be entitled for any compensation for any loss due to delay arising out of modification of the drawing, addition & alterations of specifications, delay in issuance of drawings, etc.

**C. 49 Additional Conditions:**

A few additional conditions under special terms and conditions:

- C. 49.1. Rate quoted will be inclusive of clearing site including removal of surplus (*both serviceable & unserviceable*) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.
- C. 49.2. Rate quoted will be inclusive of all Taxes.
- C. 49.3. Display board (*Informatory*) of size 150 cm X 90 cm is to be provided at starting and end chainage of the work-site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Meter at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of the Engineer-in-Charge.
- C. 49.4. The Contractor is to display caution board maintaining I.S. / I.R.C. norms at his own cost as per direction of the Engineer-in-Charge.
- C. 49.5. Deep excavation of trenches left out for days should be avoided.
- C. 49.6. Labour Welfare CESS will be deducted @ 1% (*one percent*) of gross bill value as per rule, *if applicable*.
- C. 49.7. The whole work will have to be executed as per Departmental drawings available in this connection at the tendered rate.
- C. 49.8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

**C. 50 Royalty:**

The Contractor will have to comply the relevant rules and regulations and laws of the land in this regard.

**C. 51 Night Work:**

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

**C. 52 Working condition:**

During execution of work, contractor will remain responsible for providing unhindered passage to traffic on road adjacent to site, providing lighting and guarding arrangement during night for safety and no extra cost will be paid on this account.

Work may be required to be executed at night also. Accordingly sufficient lighting arrangement is to be made by the bidder and the cost of such arrangement shall be deemed to have been included in the rates of relevant items.

It is to be noted that there will not be any electrical facility at work site. Bidder should make his own arrangement for water, necessary power of lighting, welding, running of pumps etc. and the cost for such arrangement shall be deemed to have been included in the rates quoted by the bidder.

**SECTION-D**

**Additional Terms & Conditions and specification for Electrical works**

D. 1. The lowest bidder shall meet the following required eligibility criteria for electrical component of work.

D. 1.1. The contractor shall have at least the following technical person:

D. 1.1.1. The supervisor deployed by the contractor should have valid Electrical SCC Part No. 1, 2, 4 issued by the West Bengal Licensing Board, Government of West Bengal. 1.1.1. One Diploma holder Electrical Engineer in full time engagement with the bidder for this work.

D. 1.1.2. One Electrical Supervisor having valid Electrical Supervisor's Certificate of competency issued by the West Bengal Licensing Board, Government of West Bengal in full time engagement with the bidder for this work.

D. 1.2. The contractor shall have to meet the following requirements:

D. 1.2.1. The contractor shall have valid Electrical Contractor's License issued by the West Bengal Licensing Board, Government of West Bengal.

D. 1.2.2. The contractor shall have valid Electrical supervisory certificate having SCC Part No. 1, 2, 4 issued by the West Bengal Licensing Board, Government of West Bengal.

D. 1.2.3. The contractor shall have to ensure presence of at least one licensed Electrical Supervisor, as stated in Clause No. D. 1.1.2. & D. 1.1.3. above during execution of Electrical Works.

D. 1.3. The contractor shall have at least one no. of each of the following equipments:

D. 1.3.1. Insulation Tester (500 V, 1 KV, 2 KV Megger)

D. 1.3.2. Earth Megger

D. 1.3.3. Digital Multi-meter

D. 1.3.4. Tong Tester

D. 1.3.5. Drilling Machine

D. 1.3.6. Crimping Machine

D. 1.3.7. Lux Meter

D. 2. The **Executive Engineer, concerned Division**, M.E. Directorate, Government of West Bengal shall be the Nodal Engineer-in-Charge of the work. As and when required they will take assistance from the E&M Sector of KMDA as per G.O. No.-345/MA/N/Estt(MED)/2M-19/2017

Dated 22.11.17. Single tender comprising of both civil and electrical works shall be invited by the Administrator/Chairman, Burdwan Municipality. The contractor will give detailed execution programme of the electrical work to the E&M Sector, KMDA through the **Executive Engineer concerned**, MED, Government of West Bengal and it will be the part of his agreement with the Department. The contractor will indicate time / stage of the work in the work programme.

- D. 3 Supervision of Civil and Electrical components of works will be carried out by concerned wings of the Department under overall coordination of the Engineer in charge as the case may be.
- a. The running account (R/A) bills as well as the final bills of the working contractors prepared, certified and recommended for payment by the Executive Engineer of M.E.D shall be settled accordingly.
- D. 4 Final Bill for whole work shall be finalized and paid by the Nodal Executive Engineer of the work.
- D. 5 The **E&M Sector, KMDA** will be competent authority for deciding reduced rates for electrical component of work, if any. Date of completion of all components of work will be same. Levy of compensation under relevant clause of West Bengal Form No. 2911(ii) as-well-as fair and reasonable extension of time will be decided by the Nodal Superintending Engineer-in-Charge of the work, in consultation with the **E&M Sector, KMDA** in respect of electrical works only.

Nodal Executive Engineer-in-Charge of the work shall be competent authority to give fair and reasonable extension of time under provision of relevant clause of West Bengal Form No. 2911(ii) and Nodal Executive Engineer-in-Charge of the work shall be competent authority to reschedule milestones of the work.

- D. 6 Same milestones shall be applicable for all components of work. The agency will ensure that the components of the work are executed in time without giving any change for slippage of milestones of the project. The amount to be withheld under relevant clause West Bengal Form No. 2911(ii) of the contract will be decided by the Nodal Executive Engineer of the work in consultation with the **E&M Sector, KMDA** for electrical works. In the event of not achieving the necessary milestones as assessed from milestone bar chart, specified percentage of the tendered value of work will be withheld for failure of each milestone.
- D. 7 The contractor shall make available one supervisor for attending day-to-day complaints from the date of testing & commissioning and upto the end of period of six months from the date of completion of the work as part of this contract at no extra cost.
- D. 8 The work shall be carried out as per PWD specification for electrical work amended upto date and as per additional specification and conditions for this work.
- D. 11 The materials shall be procured only from the manufacturers and their authorised dealers and documentary proof for such procurement and supply shall be produced by the contractor.
- D. 12 The Department reserves the right to send such material to the manufacturers / authorised test laboratory to verify the genuineness and quality of product.
- D. 13 The contractor advised to visit the site before quoting for this tender to apprise himself about the site environments and other conditions. Drawing and inventories, if any, can be seen in the Office of the **E&M Sector, KMDA** for electrical component of work.
- D. 14 The electrical work shall be progressed with progress of civil work. No claim of the contractor shall be entertained by the Department for the idle labour.
- D. 15 The conduit shall be laid in the RCC slab in general well before their concreting and in walls well before their plastering and in polythene pipes as per instruction of Engineer-in-Charge for electrical work. The actual run of conduit and size of the boxes are to be marked on the drawing by the contractor and got approved from Engineer-in-Charge for electrical work before erection at site.
- D. 16 All concealed and earthing work shall be done in presence of the Engineer-in-Charge for electrical work or his authorised representative.



- D. 17 The contractor shall be responsible for any damage done to the building or electrical installation during the execution of the work. Damage, if any, shall have to be made good by the contractor at his own cost failing which the same shall be got rectified / made good at the risk and cost of the contractor.
- D. 18 The work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.
- D. 19 The site shall be cleared of malba, debris caused by working at the site by the contractor without any extra cost to the Department.
- D. 20 The contractor or his authorised representative shall sign the site order book and comply with the remarks entered therein by the representative of the Department.
- D. 21 The contractor will ensure that all the skilled persons managed / deployed for executing the electrical work possess the wireman license by approved authorities. Consequences arising due to the default of the contractor to comply with this condition would be contractor's responsibility only.
- D. 22 The contractor will make his own arrangement for storage of his own material, and if issued to him departmentally. The material shall be issued to him from ULB store, if any. The watch and ward of the materials and of the installation would be responsibility of the contractor till the work is completed / handed over to the Department. Nothing extra shall be paid to the contractor on this account. The contractor shall make his own arrangement for carriage of materials, fitting, cable, etc., issued to him departmentally from the store to the site of work at his own cost. Nothing extra shall be paid to the contractor on this account.
- D. 23 All the DB's switchgears shall have identification marking on them written in white paint. Nothing extra shall be paid on this account.
- D. 24 Earth points with studs are to be provided on each of switchboards / DBs.
- D. 25 The MCBDB made of MS sheet should not be less than 1.6 MM thick and left out MCB outlets of the sheet enclosures (not occupied by the MCBs) shall be covered with blanking plates.
- D. 26 All hardware, fastening material viz. nuts, bolts, washers and screws etc. to be used on work shall be of Zinc / Cadmium plated iron.
- D. 27 All the materials should be ISI marked where ever not specified. If ISI marked material is not available it should be conforming to BIS specification amended upto date.
- D. 28 The contractor shall have to furnish the insulation test report, earth report, along with all required details of electrical load on the prescribed proforma for the electric connection from the supply company.
- D. 29 The contractor shall submit the completion certificates and completion plans as per general specification for electrical work.
- D. 30 The chases in wall shall be done by chase cutting machines, for which contractor shall arrange adequate number of chase cutting machines (chase cutters) for cutting chases in wall etc. for laying of conduits.
- D. 31 If any extra substitution and deviations are required in the item of work during execution of work that should have take prior approval from the competent authority of electrical work.

Executive Officer  
Burdwan Municipality