

Government of West Bengal, Public Works Directorate
N.I.T No: **WBPWD/EE-1/CKHED/NIT-01/WBMSCL/2015-16** of
Executive Engineer, P.W.Dte., Central Kolkata Health Electrical Division and
Ex-officio Executive Engineer, WBMSCL
P-12, C.I.T Road(1st floor), Kolkata-700014

NOTICE INVITING TENDER

WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED



GOVERNMENT OF WEST BENGAL
OFFICE OF THE EXECUTIVE ENGINEER, P.W.Dte.
Central Kolkata Health Electrical Division
P-12, C.I.T Road(1st floor)
KOLKATA- 700014
Telephone No.: (033)-22646001
(033)-22646004

Memo No:- 754

Date: 30/04/2015

NOTICE INVITING e-TENDER No: [WBPWD/EE-I/CKHED/NIT-01/WBMSCL/2015-16](#) OF THE EXECUTIVE ENGINEER-I, P.W.Dte., CENTRAL KOLKATA HEALTH ELECTRICAL DIVISION AND EX-OFFICIO EXECUTIVE ENGINEER, WBMSCL

The Executive Engineer-I, Central Kolkata Health Electrical Division, P.W.Dte. and Ex.-officio Executive Engineer, WBMSCL invites e-tender for the work detailed in the table below. (Submission of Bid through **online**)

Sl No	Name of Work	Estimated Amount (In ₹)	Earnest Money (In ₹)	Cost of Tender Documents (In ₹)	Period of completion	Concerned Sub-Division	Eligibility of Bidder
1.	Renovation, modification & alteration of Electrical Installation work incl. Air-conditioning arrangement for proposed PICU at 5th floor of RRMB block within the campus of Calcutta National Medical College & Hospital---- Air-conditioning arrangement.		2% of quoted amount	As per Notification no: 199-CRC/2M-10/2012 dated 21.12.2012 of the Secretary, PWD, Government of West Bengal	15 days	NMCH Electrical Sub-Division, P.W.Dte.	Manufacturers or authorized dealers having enough financial capabilities/adequate experience in successfully executing similar nature of works in Government Departments

In the event of e-filing, intending bidder may download the tender documents from the website: - <http://etender.wb.nic.in> directly with the help of Digital Signature Certificate & necessary cost of earnest money may be remitted through demand draft/pay order issued from any nationalized bank in favour of "**West Bengal Medical Services Corporation Ltd.**" and also to be deposited compulsorily through on-line as soft copy (scanned copies of originals is to be submitted). The original instrument of EMD should be submitted physically to the tender inviting authority under sealed covered by the L1 bidder with this acceptance letter as per the date and time mentioned in the acceptance letter. Failure to submit the hard copy (original instrument of EMD) with the acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder as per G.O. No.-2254-F(Y) dt. 24/04/2014. However the department (Tender Inviting Authority) will not be held responsible for late delivery or loss of the DD/PO so mailed through post/courier.

- (1) **Both Technical bid and Financial Bid** is to be submitted concurrently duly digitally signed in the website <http://etender.wb.nic.in>
- (2) The **Financial Offer** of the prospective tenderer will be considered only if the **Technical Documents** of tenderer found qualified by the **Executive Engineer, Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL** The decision of **Executive Engineer, Central Kolkata Health Electrical Division P.W.Dte. and Ex-officio Executive Engineer, WBMSCL** will be final and absolute in this respect. The both list of Qualified Bidders will be displayed in the website and also in the Notice Board of the office of **Executive Engineer, Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL** on the scheduled date and time.
- (3) **Eligibility criteria for participation in the tender:-**
- (i) (a) The contractor who have been delisted or debarred by any Government Department shall not be eligible in any way. An undertaking in this respect should be given stating thereby that the Firm has not been delisted or debarred or penalized for any reasons out of work by any Government Department.
(b) Subletting of contract is strictly prohibited.
 - (ii) The prospective outside bidders shall have satisfactorily completed **as a prime agency** during the last 5(five) years prior to the date of issue of this Notice at least one work of similar nature under authority of State/ Central Govt., State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt. and having a magnitude of 40(forty) percent (price updated @10% per annum, compoundable from the date of completion of work) of the amount put to quotation in a single job: [Non statutory Documents]
N.B.:- Completion certificate should contain a) Name of work, (b) Name & address of Client, (c) Amount put to tender, (d) Date of commencement of work (e) Date of completion of work.
 - (iii) Manufacturers/Dealers must have authorized services center at Kolkata.
 - (iv) The prospective bidders shall have in their full time engagement experienced technical personnel.
 - (v) Valid upto date clearance of Income Tax return / Professional Tax Clearance Certificate /P.T. (Deposit Challan) / Pan Card / VAT Registration Certificate / Voter ID Card for self identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year, Proper Dealership certificate(in case of dealer) to be submitted. [Non statutory Documents]
 - (vi) The prospective outside bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated non- responsive.)
 - (vii) The available **Bid capacity** (to be calculated on the basis of prescribed format) of the prospective applicant shall not be less than the estimated amount put to tender.

- (viii) In case of Proprietorship, Partnership Firms and The Company Tax Audit Report in 3CD Form are to be furnished along with the balance sheet and profit and loss account, and all the schedules forming the part of Balance Sheet and Profit & Loss Account in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. (Non-Statutory documents)
 - (ix) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application. (Non-Statutory documents). [Outside bonafide resourceful partnership firm whose one or more partners deceased in the past will not have right to participate in the tender, since partnership firm dissolved on the date of death of the constituted partners. Read with PW Deptt. Order no. 292 A/PW/O/10C-10/12 Dt. 12/09/2013]
 - (x) Declaration regarding Structure and Organization duly signed by the applicant to be submitted along with application.
 - (xi) A prospective outside bidder participating in a single job either individually or as partner of a firm or in Joint Venture shall not be allowed to participate in the same job in any other form.
 - (xii) A prospective outside bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm or in Joint Venture. If found to have applied severally in a single job, all his applications will be rejected for that job.
 - (xiii) Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.
 - (xiv) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
 - (xv) Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co.- Op. Societies are required to furnish valid Bye Law, Current Audit Report, Valid Clearance Certificate from A.R.C.S. for the year 2012 and also submit documents of the society consists at least 10(ten) members out of which at least 60% should hold degree or diploma in any branch in Engineering as per memo no.- 44-A/4M-11/2001 dated 09/01/2004 of Deputy Secretary-III, PWD. Privilege will be allowed as per G.O. No.- 378(9)-A/PW/O/10C-17/05 dated 31/05/2005 OF P.W.D Accounts Branch by Deputy Secretary-III, PWD including necessary documents in support of the statement and along with other relevant supporting papers. [Non Statutory Documents].
- (4) The prospective Bidder shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.
- (5) **Conditional bid or bid with clause or price variation will be rejected**
- (6) **No mobilization /secured advance** will be allowed.
- (7) **Bids shall remain valid** for a period not less than 120 (one hundred and twenty) days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
- (8) Agencies shall have to arrange for storing of materials, labour shed etc. at their own cost and responsibility.
- 10) i) **Constructional Labour Welfare Cess** will be deducted from every Bill of the selected agency as per existing Govt rules
- ii) As the work in nature of non-commercial & non-industrial will be executed in a Government premises and user is also Govt. Department, provision of service tax is not considered.

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- (11) The existing clause-25 of condition of contract of the printed agreement form 2911/2911(i)/2911 is to be treated as deleted clause and there is no provision for arbitration for resolution of disputes that may arise out of the contracts to be entered into by the Department with the contractors for the purpose of carrying out execution of public works as per G.O. No. 558/SPW dated 13-12-2011 of P.W.D.
- (12) The additional provision in clause-17 of condition of contract of the printed agreement form 2911/2911(i) /2911 (ii) has been notified vide the notification no.- 52-CRC/2M-06/2014 dated 27/10/2014 of the Principal Secretary, PWD, Govt. of West Bengal and also to be followed accordingly.
- (13) Tendering authority will have discretion to allow permission to any Firm for 1(one) or more job. Subject to capacity of financial strength and thereby their performance report over credential for work.**
- (14) Important Information : - (Date & Time schedule)

Sl.	Particulars	Date & Time
1.	Date of uploading of N.I.T Documents online (Publishing Date)	02/05/2015
2.	Documents Download / Sale Start date (Online)	02/05/2015 from 01.00 p.m
3.	Bid submission Start date (Online)	02/05/2015 from 02.00 a.m
4	Document download/Sale End date	10/05/2015 upto 01.00 p.m
4.	Bid submission Closing date (Online)	10/05/2015 upto 02.00 p.m
5.	Bid opening date for Technical proposals (Online)	11/05/2015 after 02.00 p.m

N.B.:- In case of any unscheduled holiday on the aforesaid date (only sl. No.-5), the next working day will be treated as schedule/prescribed date for the same purpose.

(15) LOCATION OF CRITICAL EVENT: -

Bid Opening



**O/o the Executive Engineer,
Central Kolkata Health Electrical
Division, P.W.Dte. and Ex-officio
Executive Engineer, WBMSCL
P-12, C.I.T Road(1st floor)
Kolkata-700014
Telephone No.: (033)-2264-6001(off.)**

(16)The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Engineer-in-Charge at his own cost from the date of completion of the work for a period applicable as per prevailing Govt. rule. If any defected/damage is found during the period as mentioned above, the contractor shall make the same good at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the contractor will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.

Also the Prospective Bidders shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and a period, as applicable, accordingly from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge may be considered towards release of full "Security Deposit". Full security deposit will disburse as per existing Govt. rule from the date of full completion of the work at the appropriate satisfaction of Engineer-in-Charge.

A retention towards Performance Security amounting to 10 (ten) percent (including 2% Earnest money) of the billed amount shall be made by the Executive Engineer from 1st R.A. bill to Final bill.

No interest would be paid on the Performance Security Deposit.

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- (17) All Bidders are requested to present in the office of the Executive Engineer, **Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL** during opening the financial bid. Executive Engineer, **Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL** may call **Open Bid / Seal Bid** after opening of the said bid to obtain the suitable rate further, if it is required. No objections in this respect will be entertained raised by any Bidder who will present or absent during opening of bid. No informal Bidder will be entertained in the Bid further.
- (18) Site of work and necessary drawings may be handed over to the agency phase wise. Copy of the layout drawing shall be submitted by the contractor to the deptt. For approval. No claim in this regards will be entertained.
- (19) **Price preference** will be allowed as per prevailing government Order No. 1110F dated 10/02/2006 of Special Secretary, Finance Department, Govt. of West Bengal.
- (20) **Earnest Money:** - The amount of Earnest Money @ 2% (two percent) of the amount put to tender is to be submitted by all bidder in the shape of Bank Draft/Pay Order from any nationalized bank drawn in favour of the **“West Bengal Medical Services Corporation Ltd”** against the work. This clause is also applicable for all categories of applicants. At the time of uploading the tender / quotation, the intending tenderer /quotationers should upload a scanned copy of such Demand Draft / Pay order alongwith his / her tender / quotation. However such Demand Draft / Pay Order of lowest bidders shall invariably have to be deposited by the intending tenderer/quotationer or to be sent by post / courier to the Tender / Quotation Accepting Authority before the time fixed above, for which Tender Accepting Authority will not be held responsible for late delivery or loss of the Demand Draft / Pay Order so mailed through post / courier. Any tender / quotation without such Demand Draft/ Pay Order shall be treated as informal and shall automatically stand cancelled. If lowest bidder does not deposit Earnest money in the aforesaid shape within the stipulated time, he / she will be black listed as per G.O.
- (21) The Bidder, at his 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, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
- (22) (A) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Executive Engineer, **Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL** reserves the right to reject any application for purchasing Bid Documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.
- (B) The Executive Engineer, **Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL** reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- (23) **Refund of EMD:** The Earnest Money of all the unsuccessful Bidder(s) deposited in favour of the concerned Executive Engineer along with the Tenders will be refunded by the said Executive Engineer on receipt of application from Tenderers as per norms laid down in PWD Accounts Branch's Notification No.- 137/1-A/ PW/O/10C-02/14 dated 24/04/2014.

(24) Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.

(25) Conditional/ Incomplete tender will not be accepted.

(26) The intending Bidders are required to quote the rate on line. (both words & figures)

(27) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentices Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

(28) Guiding schedule of rates: - As per Public Works Directorate (Electrical) Schedule Book.

(29) At any stage during the scrutiny, if it come to the notice to tender inviting authority that the credential or any other paper, which the Bidder uploaded during bidding process, found incorrect/ manufactured/ fabricated, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice.

The Executive Engineer, **Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL** reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

(30) In this case if there be any objection regarding prequalifying the Agency that should be lodged to the Executive Engineer, Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL within 24 hrs from the date of publication of qualified agencies and beyond that time schedule no objection will be entertained by the Executive Engineer, Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL

(31) Before issuance of the WORK ORDER, the tender inviting authority may verify the credential and other original documents of the lowest bidder so uploaded on-line if found necessary. After verification if it is found that the documents submitted by the lowest bidder is either manufactured or false in that case work order will not be issued in favour of the said bidder under any circumstances.

(32) If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence.

- (i)** Form No: 2911(ii)
- (ii)** N.I.T
- (iii)** Special Terms & Conditions.
- (iv)** Technical Bid.
- (v)** Financial Bid.

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(33)Qualification Criteria: -

The tender inviting & Accepting Authority through an “Evaluation Committee” will determine the eligibility of each bidder, the bidders shall have to meet all the minimum regarding.

- (a) Financial Capacity.
- (b) Technical Capability comprising of personal & equipment capability.
- (c) Experience / Credential: -

The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder will be out rightly rejected at any stage without any prejudice.

INSTRUCTION TO BIDDERS
SECTION – A

1. General guidance for e-Tendering

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

2. 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.

3. 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 Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in **Clause 2 of Guideline to Tenderer** DSC is given as a USB e-Token.

4. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in **Clause 2 using the Digital Signature Certificate**. This is the only mode of collection of Tender Documents.

5. 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.

6. Submission of Tenders.

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

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

A-1. Statutory Cover Containing

- i. Prequalification Application (Sec-B, Form – I)
- ii. Demand Draft/ Bankers Cheque towards cost of tender documents/ original documents as prescribed in the NIT, against each serial of work in favour of **West Bengal Medical Services Corporation Ltd** with the work.
- iii. Demand Draft/ bankers Cheque towards earnest money(EMD) as prescribed in the NIT against each of the serial of work in favour of **West Bengal Medical Services Corporation Ltd**
- iv. Tender form No. 2911(ii) and NIT with all agenda & corrigendum (***download properly & upload the same Digitally Signed). The rate will be quoted in B.O.Q. Quoted rate will be only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in 2911(ii) the tender liable to summarily rejected.***)
- v. Affidavits (Ref:- format for general affidavit shown in “Y”, Section- “B”)

A-2. Non statutory Cover Containing

- i. Up-to-date Professional Tax(PT) deposit receipt challan, Pan Card, IT Saral for the Assessment year 2014-15, VAT Registration Certificate, Proper Dealership certificate(in case of dealer).
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last three years(year just preceding the current Financial Year will be considered as year –I)
- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers’ Co.-Opt.(S)
- vii. List of Technical staffs along with structure & organization (Section – B, Form – III).
- viii. Credential for completion of at least one similar nature of work under the authority of state/ central Govt. statutory bodies under State/Central Govt. constituted under the statute of the state/ state Govt. having a magnitude of 40(Forty) percent of the Estimated amount put to tender during the last 5(five) years prior to the date of issue of this NIT is to be furnished.(Ref. **Cl. No. 4(iii)** of this NIT(Section – B, Form – V). Scanned copy of Original Credential Certificate as stated in **4(iii)** of NIT.

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

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE 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 Details
A.	CERTIFICATES	CERTIFICATES	a.VAT Registration. b. Professional Tax Registration & Upto date Challan. c.PAN. d. Latest IT receipt. e. IT-Saral for Assessment Year 2014-15 f. Proper Dealership certificate(for dealer) g. Affidavits(format for general affidavit shown in “Y”, Section-B)
B.	COMPANY DETAILS	COMPANY DETAILS- 1	a. Proprietorship Firm (Trade Licence) b. Partnership Firm (Partnership DEED, Trade Licence) c. Ltd. Company (Incorporation Certificate / MOA, Trade Licence) d. Society (Society Registration Copy, Trade Licence) e. POWER OF ATTORNOY
C.	CREDENTIAL	CREDENTIAL-1	a. Similar Nature of Work done & Completion Certificate which is applicable for eligibility in this Tender.
D.	FINANCIAL (INFO)	WORK IN HAND	a. AUTHENTICATED
	2013-14	P/L AND BALANCE SHEET	a.Profit & Loss and Balance Sheet (With ANNEXTURE and 3CD Form in case of TAX AUDIT)
	2012-13	P/L AND BALANCE SHEET	b.Profit & Loss and Balance Sheet (With ANNEXTURE and 3CD Form in case of TAX AUDIT)
	2011-12	P/L AND BALANCE SHEET	c.Profit & Loss and Balance Sheet (With ANNEXTURE and 3CD Form in case of TAX AUDIT)
E.	MAN POWER	TECHNICAL PERSONNEL	a.LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (ASPER NIT)

ii. Opening and evaluation of tender :-

The tender will be evaluated by **Executive Engineer, Central Kolkata Health Electrical Division, P.W.Dte. and Ex-officio Executive Engineer, WBMSCL**

ii) **Opening of Technical proposal:-** Technical proposals will be opened by the Executive Engineer, P.W.Dte., Central Kolkata Health Electrical Division and his authorized representative electronically from the web site stated using their Digital Signature Certificate.

iii) Intending tenderers may remain present if they so desire.

B.Financial proposal

iii. The financial proposal should contain the following documents in one cover(folder) i.e. Bill of quantities(BOQ) the Bidder is to quote the rate(percentage Above(+)/ Below(-) / At par) online through computer in the space marked for quoting rate in the BOQ.

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

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

8. Penalty for suppression / distortion of facts

If any tendered fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tendered will be suspended from participating in the tenders on e-Tender platform for a 3(Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the P.W. Directorate may take appropriate legal action against such defaulting tendered. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the 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 action.

9. 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.

10. AWARD OF CONTRACT

If bid capacity is found inadequate the department would be at liberty to accept his bid only such number of work for which his capacity would permit. In such case the choice of work awarded would rest with tender accepting authority.

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SECTION-B
AFFIDAVIT – “Y”
(To be furnished in Non – Judicial Stamp paper
of appropriate value duly notarized)

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S _____ nor any of constituent partner had been debarred to participate in tender by the P.W. Department during the last 5 (five) years prior to the date of this NIT.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job.

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date _____

Executive Engineer, P.W.Dte., Central Kolkata Health Electrical Division and

Ex-officio Executive Engineer, WBMSCL

P-12, C.I.T Road(1st floor), Kolkata-700014

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

To

The Executive Engineer,

Ref:- Tender for.....

..... (Name of work).....

.....

.....

.....

Dear Sir,

Having examined the pre-qualification documents (N.I.T. & Volume-I), I /we hereby submit all the necessary information's 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 works given in Enclosure to this letter.

We understand that :

- (a) Engineer -in-Charge/ Employer can amend the scope & value of the contract bid under this project.
- (b) Engineer -in-Charge/ Employer reserves the right to reject any application without assigning any reason ;

Encl:-

1. Prescribed forms duly filled in duplicate.
2. Evidence of authority to sign.
3. Latest brochures.

Date :-

**Signature of applicant including title
and capacity in which application is made**

Government of West Bengal, Public Works Directorate
N.I.T No: **WBPWD/EE-1/CKHED/NIT-01/WBMSCL/2015-16** of
Executive Engineer, P.W.Dte., Central Kolkata Health Electrical Division and
Ex-officio Executive Engineer, WBMSCL
P-12, C.I.T Road(1st floor), Kolkata-700014

SECTION - B
FORM- III
STRUCTURE AND ORGANISATION

A.1 Name of applicant :

A.2 Office Address :

- i) Telephone No. :-
- ii) Mobile No. :-
- iii) Fax No. :-
- iv) E-mail Id :-
(Mandatory)

A.3 Name and address of Bankers :

A.4 Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

Signature of applicant including title and capacity in which application is made.

SECTION-B
FORM-V
EXPERIENCE PROFILE

Name of the Firm :

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY UP TO A VALUE OF 40% OF THE ESTIMATED VALUE PUT TO TENDER

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Original date of Start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion the work	Reasons for delay in completion (if any)

Note : a) Certificate from the Employers to be attached.

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.

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 below-

(i) 'Departmental Schedule', which means the Public Works Department Schedule of Rates for Electrical.

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

The word "Engineer-in-Charge" means the Executive Engineer, P.W.(Electrical) of the concerned Division. The word "Department" appearing anywhere in the tender documents means P.W. Department, Government of West Bengal, who have jurisdiction, administrative or executive, over part of whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of 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.

C.3 Terms & Conditions in extended period :

As Clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto 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 the users :

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the 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, 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 shall 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 arrange at his own initiative so that progress of work will not hamper and no claim whatever 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 shall have 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 authorized agent or representative. For such intimation to the contractor's site office, it shall be deemed to the sufficient enough to be served upon the contractor.

C.7 Incidental and other charges :

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other 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 also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

C.8 Authorised Representative of Contractor :

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

- a) General day to day management of work.
- b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.
- d) The selection of the authorized representatives shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified 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 representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall 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 shall 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. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of W.B.F. No.2911 (ii).

C.11 Clearing Of Materials :

Before starting any work, work site, where necessary, must be properly dressed , on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. 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.12 Supplementary / Additional items of Works :

Notwithstanding the provisions made in the related printed tender form any item of the work which can be legitimately be considered as not stipulated in the specific price schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor with prior approval of rates, if so directed by the Engineer-in-Charge and the rates will be fixed with manner as stated below: -

- a. Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- b. Rate of supplementary items shall be analyzed to the maximum extend possible from rates of the allied items of work appearing in the P.W Department schedule of rates for Electrical along with all addenda and corrigenda of probable items of work forming part of tender document Rates for the working area enforce at the time of N.I.T.
- c. In Case, addition items do not appear in the above P.W Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for Electrical along with all addenda and corrigenda for the working area enforce at the time of N.I.T.
- d. If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (ten percent) will be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed

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

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

C.13 Approval of Sample :

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

C.14 Drawings :

All works shall be carried out in conformity with the drawings supplied by this Department. The Contractor shall 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.15 Unserviceable Materials :

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

C.16 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 towards department.

C.17 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. would be entertained under any circumstances.

C.18 Charges and fees payable by contractor :

The contractor shall 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 shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law.

C.19 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.20 Realization of Departmental claims :

Any some of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

C.21 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.(Electrical) Directorate may at his discretions, take necessary measure over the contract.

The Contractor shall also make himself 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.22 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:

- (a) 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).
- (b) 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) 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.
- (d) 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.23 Commencement of work :

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

C.24 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 of relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

C.25 Timely completion of work :

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of 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.26 Procurement of materials :

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

C.27 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 of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

C.28 Issue of Departmental Materials :

Departmental materials will not be issued under any circumstances except which is clearly stated in N.I.T.

C.29 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 drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. **No conditional rate will be allowed in any case.**

Executive Engineer, P.W.Dte., Central Kolkata Health Electrical Division and
Ex-officio Executive Engineer, WBMSCL
P-12, C.I.T Road(1st floor), Kolkata-700014

C.30 Additional Conditions :

A few additional conditions under special terms and conditions :

- C.30.1. Rate quoted shall 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.30.2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.
- C.30.3. Deep excavation of trenches and left out for days shall be avoided.
- C.30.4. Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.
- C.30.5. Income Tax Will be deducted from each bill of the contractor as per applicable rate and rules in force.

Sd/- S. Karmakar
Executive Engineer
Central Kolkata Health Electrical Division
P.W.Dte. and
Ex-officio Executive Engineer, WBMSCL

Memo No:-754/1(21)

Date:- 30/04/2015

Copy forwarded for information and circulation to the: -

- (1) Chief Engineer, (Elect.)-I, P.W.Dte. & Ex-Officio Chief Engineer(Elect.)-I, WBMSCL
- (2) Chief Engineer, P.W.Dte., South Zone & Ex-Officio Chief Engineer, South Zone, WBMSCL
- (3) Managing Director, WBMSCL with a request to upload the notice in the website of WBMSCL.
- (4) Superintending Engineer, Health Electrical Circle, P.W.Dte. & Ex-Officio Superintending Engineer, WBMSCL
- (5) Superintending Engineer, Kolkata Health Circle, P.W.Dte. & Ex-Officio Superintending Engineer, WBMSCL
- (6) Executive Engineer-I/II, P.W.Dte, North Kolkata Health Electrical Division/South Kolkata Health Electrical Division, Kolkata Central Electrical Division, Bidhannagar Electrical Division, Electrical Construction Division. And Ex-officio Executive Engineer, WBMSCL.
- (7) The Dy. Secretary, I.T. Cell, H and FW Deptt. (sb_ITcell@wbhealth.gov.in)with a request to upload the notice in the website of Health and Family Welfare Department.
- (8) Assistant Engineer, NMCH Electrical Sub-Division, P.W.Dte. & Ex-Officio Assistant Engineer, WBMSCL
- (9) Account Officer of this Division.
- (10) Estimating Branch of this Division.
- (11) Notice Board of this office.
- (12) M/S Eastern Regional Electrical Contractors' Association (India) Ltd.
- (13) Kolkata Circle P.W.D. Elecl. Contractor's Progressive welfare Association, 393/3F/7 Prince Anwar Shah Road, Kolkata-700068.

- (14) The Director of Information Department of Information & Cultural Affairs / Writers' Buildings, Kolkata – 700 001.

Executive Engineer,
Central Kolkata Health Electrical Division,
P.W.Dte. and
Ex-officio Executive Engineer, WBMSCL