

GOVERNMENT OF WEST BENGAL
Directorate of Public Health Engineering
OFFICE OF THE EXECUTIVE ENGINEER, NEW TOWN KOLKATA WATER SUPPLY DIVISION-I
ADMINISTRATIVE BUILDING, WATER TREATMENT PLANT SITE, NEAR TANK NO.-I,
NEW TOWN, RAJARHAT, KOLKATA – 700 156

NOTICE INVITING ELECTRONIC TENDER NO. PHE /EE/NIEt- 01/2019-20120

INDEX

1. SECTION – I NOTICE INVITING ELECTRONIC TENDER
2. SECTION – II INSTRUCTIONS TO BIDDERS
3. SECTION – III BID DATA SHEET (BDS)
4. SECTION – IV EVALUATION AND QUALIFICATION CRITERIA
5. SECTION- V BIDDING FORMS
6. SECTION- VI WORKS REQUIREMENTS
7. SECTION VII CONTRACT FORM (WBF 2912)
8. SECTION VIII TENDER DRAWING.
9. SECTION IX LIST OF MAKE
10. SECTION IX BOQ

GOVERNMENT OF WEST BENGAL
DIRECTORATE OF PUBLIC HEALTH ENGINEERING
OFFICE OF THE EXECUTIVE ENGINEER, NEW TOWN KOLKATA WATER SUPPLY DIVISION-I
ADMINISTRATIVE BUILDING, WATER TREATMENT PLANT SITE, NEAR TANK
NO.-I, NEW TOWN, RAJARHAT, KOLKATA – 700 156.

Memo. No.448 /NTKD-I,

Dated, New Town, the 05/09/2019

NOTICE INVITING ELECTRONIC TENDER NO - 01 /NTKD-I OF 2019-2020

Public Health Engineering Directorate, Government of West Bengal, intends to construct Design, supply construction and maintenance of a roadside convenience building with toilet, resting space, Snack bar and proposed dormitory near Axis Mall under New Town Kolkata Water Supply Division - I, P.H.E. Dte.

P.H.E. Dte now intends to engage a Engineering , Procurement and Construction (EPC) Agency for Construction Of a roadside Public convenience building with toilet, resting space, Snack bar and other Infrastructure Development Works Including All Works Of Civil, Structural, Architectural Along With Sanitary & Plumbing, Electro-Mechanical, Air Conditioning (AC etc. at the said plot.

On behalf of the Governor of West Bengal, the Executive Engineer, Newtown Kolkata Water Supply Division-I, P.H.E. Dte. inviting 'e-tender' in part bidding system (Technical Bid (1st PART)and Financial Bid (2nd PART)) from experienced Procurement and Construction Agency for the stated work. Interested EPC Firms, having adequate experience and expertise as indicated below may submit e-quotation with following information and supporting documents.

Sl. No.	Name of the Work	Earnest Money /Bid Security (Rs.)	Time of Completion	Engineer of the work	Eligibility of Bidder
1.	Design, supply construction and maintenance of a roadside Public convenience building with toilet, resting space, Snack bar and proposed dormitory at street no 184 of AA-I of Newtown ,Kolkata near Axis Mall , Newtown.	2% Of Quoted Amount but minimum amount is Rs. 1,00,000.00 (Rupees One Lakhs only	06 (Six month)	Executive Engineer, Newtown Kolkata Water Supply Division-I, P.H.E. Dte..	Reputed construction Company/ agency registered under the relevant laws in India/Public Sector Undertaking fulfilling requisite eligibility criteria as stated in the NIEt

1. A. Intending bidders may download the tender documents from the website: <http://wbenders.gov.in> directly with the help of Digital Signature Certificate, and the Earnest Money (Bid Security) of the amount specified in the table above shall have to be furnished specified methodology stated in cl.1B

B. Earnest Money Payment procedure:

- i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
- ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government/PSU/Autonomous Body/Local Body/PRI's etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v) If the transaction is failure, the bidder will again try for payment by going back to the first step.

Payment through RTGS/NEFT:

- i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- iii) Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- iv) If verification is successful, the fund will get credited to the respective Pooling account of the State Government/PSU/Autonomous Body/Local Body/PRI's etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- vi) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

C. Earnest Money Refund/Settlement Process:

- i) The EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to the respective bidders' bank accounts from which they made the payment transaction.
- ii) Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded through an automated process to the respective bidders' bank accounts from which they made the payment transaction.
- iii) 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.
- iv) 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 will automatically get transferred

from the Pooling account to the State Government deposit head through GRIPS along with the bank particulars of the L1 bidder.

2. Both **Technical Bid and Financial Bid** are to be submitted in technical (Statutory & Non- Statutory folder) and financial folder concurrently duly digitally signed in the website <http://wbtenders.gov.in> as per tender time schedule stated in Sl. No. 17.
The documents submitted by the bidders should be properly indexed & digitally signed.

3. The FINANCIAL OFFER of the prospective Bidder will be considered only if the TECHNICAL Document (both statutory and non-statutory) of the Bidder is found qualified by the Tender Evaluation Committee (TEC), P.H.E.Dte. The decision of the Tender committee, P.H.E. Dte. will be final and absolute in this respect. The both list of Responsive and Non-Responsive Bidders will be displayed in the website and also in the Notice Board of the office of the **Executive Engineer, Newtown Kolkata Water Supply Division-I, P.H.E. Dte. on the scheduled date and time.**

4 Eligibility criteria for participation in the tender

The prospective bidders shall have to meet the following eligibility criteria :

- (a) The bidders must be a reputed construction Company/agency registered under the relevant laws in India/Public Sector Undertaking.
- (b) Bidder(s) must have satisfactorily completed as a prime agency during the last 5 (five) years from the date of issue of this notice, at least 1(one) contract with a value **of INR 50 Lakh (Rupees Fifty Lakh only) & above**, or 2(two) contracts each with a value of at least **INR INR 20 Lakh (Rupees twenty Lakh only)** or should produce credential of one single running work of similar nature which has been completed to the extent of 80% or more and value of work is not less than **50 Lakh (Rupees Fifty Lakh only)** before the date of present notice and after 31.03.2019 for work of similar nature work i.e. Construction of R.C.C. multi-storied framed structure building (bldg. height not less than 15 metres) with allied works of sanitary-plumbing, Electrical works etc., under authority of State /Central Govt., State or Central Govt. undertaking / Statutory Bodies Constituted under the Statute of the Central/ State Govt.
- (c) The same must be supported by credentials and performance /completion certificates from the Client/end-user. The certificates of satisfactory work / completion certificate must be issued by the concerned Executive Engineer or competent authority not below the rank of Executive Engineer.

N.B. :- Completion certificate should contain a) Name of work, (b) Name and address of Client, (c) Date of commencement of work (d) Date of completion of work (e) Reason for abnormal delay, if any (g) Contract Value & Final Bill Amount.

Payment certificate will not be treated as credential.

Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State /Central Govt., State or Central Govt. undertaking / Statutory Autonomous Bodies Constituted under the Central/ State statute, on the executed value of completed / running work will be taken as credential.

- (d) A Bidder must have an Minimum average annual construction turnover of INR 5 crore (Rupees five crore only), calculated as total certified payments received for contracts in progress and/ or completed, within the last five financial years, ending March 31, 2019 divided by five years.

- (e) A bidder shall have to be incorporated under the (Indian) Companies Act, 1956 or any amendment, substitution thereof and operates in conformity with the provisions of laws of India.
- (e) Joint venture will not be allowed to participate in the above NIEt.
- (f) The Other eligibility criteria are described in Clause 2 of Section 3 (Evaluation and Qualification Criteria).
- (g) A bidder shall have GST Registration number, Professional Tax Registration number clearance certificate, Income Tax Clearance Certificate, PAN Card, and Valid Trade License. The due eligibility criteria may be relaxed if otherwise found suitable.
- (h) The Bidder would also have Valid ESI, EPF Registration Certificate.
- (i) The Bidder would also have Valid Cess Registration certificate with the labour department, Govt. of West Bengal.

5. A bidder shall have to furnish the following documents:

Documents along with duly filled up Bidding Forms stated in Section 7 to be submitted :

- (a) Copies of Acknowledgement Receipt of Income Tax Return filed for the latest Assessment year / P.T. (Deposit Challan) / Pan Card / GST Registration Certificate/ Voter ID Card for self identification [Non statutory Documents].
 - (b) Tax Audit Report along with Balance Sheet & Profit and Loss A/c for the last 3 (three) Financial years (year just preceding the current financial year will be considered as year-1)
 - (c) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
6. The Bidder should possess **Service Tax Registration number** and copies of necessary documents to this effect is to be submitted along with technical documents [Non statutory Documents]. The service tax may be reimbursed to the agency on production of necessary documents by him in due course.
 7. The Successful bidder would have to obtain **Cess Registration certificate** with the labour department, Govt. of West Bengal located in the area where the construction project/work is to be executed within the date specified in the Notification of Award (NOA)/Letter of Acceptance (LOA).
 8. The Partnership Firm shall furnish the registered partnership deed and the company shall furnish the **Article of Association and Memorandum**.
 9. A prospective bidder shall be allowed to participate in a single 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.

10. Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site. The project land may be utilized, if available without disturbing the construction programme.
11. All materials required for the proposed work including Cement & Steel etc. shall be of specified grade and approved brand in conformity with relevant I.S. Code (last revision) & manufacturer, and shall be procured and supplied by the agency at their own cost including all charges for carriage, taxes, royalties etc. **Only branded steel of SAIL/TATA/RINL brand duly test certified will be allowed to use.** Authenticated evidence for purchase of Steel and cement 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 Testing Laboratory shall have to be conducted by the agency at their own cost. List of approved vendors for construction materials has been furnished in Annexure of Section -9
12. **Constructional Labour Welfare Cess @ 1(one) %** of cost of construction will be deducted from every Bill of the selected agency. Vat, Royalty & all other statutory levy/Cess will have to be borne by the contractor & hence the offered rate must be inclusive of all such taxes and cess as stated above.
13. The whole project work will be executed through single or multiple tender agreements.
14. Bids shall remain valid for a period not less than **180 (One hundred eighty) days** after the dead line date for Financial Bid submission. 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.

15. **Important Information :
Date & Time schedule**

Sl. No.	Particulars	Date & Time
1	Date of publishing NleT & Tender Documents . (online) (Publishing Date)	05.09.2019
2	Tender Documents download start date and time (online)	05.09.2019 from 6.30 P.M
3	Bid submission start date (online)	06.09.2019 from 10.00 A.M
4	Date of Pre Bid Meeting with the intending bidders	12.09.2019 At 3.00 P.M Venue:- Conference Hall of the Executive Engineer, New Town Kolkata
5	Closing date and time of download of Tender Document (online)	21.09.2019 Upto 4.00 P.M
6	Closing date and time of Bid Submission (Technical and Financial) (online)	21.09.2019 Upto 5.00 P.M
7	Date and time of opening of Technical Proposals (online)	25.09.2019 At 12.30 P.M
8	Date and time of uploading of list for Technically Qualified Bidders(online)	Will be notified later on
9	Date of uploading of final list of technically qualified bidders after disposal of appeals, if any	Will be notified later on
10	Date and time of uploading of list of Bidders along with the offered rates (online) also if necessary for further negotiation through offline for final rate.	Will be notified later on

16. In case of sudden closure of office due to reason beyond the control and understanding, the last date and time as indicated may be extended up to next working date and time without issuance of further separate notice.
17. Prospective bidders are advised to note carefully the minimum qualification criteria As mentioned in Instructions to Bidders'(ITB) and various conditions in—General Conditions of Contract and other bidding documents as per ITB before tendering the bids.
18. No Conditional/ Incomplete tender will be accepted under any circumstances.
19. **Refund of EMD :** The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42
20. **Security Deposit :** Total Security Deposit @ 10% will be deducted. The earnest money will be converted to initial security deposit & remaining part of security amount will be deducted from the progressive bills in proportionate basis which @2% submitted as earnest money will be converted into initial Security Deposit.

The refund of Security Deposit after successful completion of the work will be done as per existing Govt. Rules..

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, before submitting offer with full satisfaction, The cost of visiting the site shall be at his own expense.
22. The Tender Inviting Authority reserves the right to reject any or all applications for participating in bidding process and to accept or reject any or all 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.
23. The bidders shall have to comply with the provisions of the (a) Contract Labour (Regulation & Abolition) Act,1970(b) Apprentices Act,1961 and (c) Minimum Wages Act.1948 or the notifications thereof or any other laws relating to and the rules made and order issued there under from time to time pursuant to Clause 6 of the General Conditions of Contract.
24. In case of ascertaining the authority of the intending bidders at any stage of bidding process or execution of work, necessary registered irrevocable Power of Attorney in original is to be produced as and when asked for by the Tender Inviting & Accepting Authority / Engineer -in-Charge.
25. During scrutiny, if it comes to the notice of Tender Inviting Authority that credentials or any record is found incorrect/ manufactured/ fabricated, the bidder would not be allowed to participate in the bid and its application will be rejected outright without any prejudice to the rights of the PHE Dte.
26. The tender inviting authority reserves the right to cancel the bidding process due to unavoidable circumstances without assigning any reason, whatsoever, to the bidders and no claim in this respect will be entertained. Contractor should furnish self-declaration of history of arbitration /litigation/suspension and /or banning of the firm, if any.
27. In case, if there be any objection regarding Prequalifying the Agency, that should be lodged to the Tender Inviting Authority within 48 hours from the date of publication of list of qualified Bidders and beyond that time schedule no objection will be entertained by the Tender Inviting Authority.
28. Before issuance of the notification of award, the tender inviting Authority or its authorized representative may verify all credentials and other documents, 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 and the earnest money deposited by the bidder will be forfeited or invoked and penal action would be inflicted upon him, as the case maybe, by the Tender Inviting Authority without assigning any reason thereof.
29. The acceptance of the tender will rest with the Executive Engineer, Barasat Arsenic Division, P.H.E. Dte. who does not bind himself to accept the lowest offer, and reserves to himself the authority to reject any or all of the tenders received, without the assignment of a reason. All the tenderers in which any of prescribed conditions are not fulfilled will be rejected.
30. The tender inviting authority reserves the right to annul the entire/part of the process at any time without assigning any reasons what-so-ever and without making any payment for any claim in this regard.
31. Any legal matter will be settled within the jurisdiction of Hon'ble Court in Kolkata jurisdiction, West Bengal.

32. Award of Contract:

The Tender Inviting Authority reserves the right to accept or reject any Bids and 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 Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Tender Inviting Authority's action. The Bidder whose Bid has been accepted will be notified by the quotation Inviting & Accepting authority through acceptance letter. The notification of award will constitute the formation of the Contract. The Agreement in W.B.F. No. 2912 will incorporate all terms and condition between the Tender Accepting Authority and the successful Bidder.

33. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour by the rest of the directors of such company or the partners of such firm, while uploading such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1998 (or latest).

**Executive Engineer
New Town Kolkata W/S. Divn.-I
Public Health Engg. Directorate**

Memo. No.448 /1-6/NTKD-I,

Dated, New Town, the 05/ 09 /2019

Copy forwarded for information to: -

- 1) The Chief Engineer (Planning & W.Q.M.), P.H.E. Dte, Govt. of West Bengal.
- 2) The Superintending Engineer, New Town Kolkata Water Supply Circle, P.H.E. Dte.
- 3) The Executive Engineer, _____ Division, P.H.E. Dte.
- 4) The Assistant Engineer, N.T.K. W/S Division- I, P.H.E. Dte.
- 5) The D.A.O./ Estimator / Cashier, N.T.K. W/S Division- I, P.H.E. Dte.
- 6) Office notice board.

**Executive Engineer
New Town Kolkata W/S. Divn.-I
Public Health Engg. Directorate**

Memo. No. 448 /1-2/ NTKD-I,

Dated, New Town, the 05/09/2019

Copy forwarded for information to: -

- 1) The Executive Director (Engg.), WB HIDCO.
- 2) The Chief Engineer(Civil), WB HIDCO.

**Executive Engineer
New Town Kolkata W/S. Divn.-I
Public Health Engg. Directorate**

Section -II

Instructions to Bidders (ITB)

Para	Title	Sub-Para	General Description
1	Scope of Bid	1.1	In connection with the Invitation for Bids specified in Section II, Bid Data Sheet (BDS), the Executive Engineer, Public Health Engineering Directorate, New Town, Kolkata W/S Division-I, uploads these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Works for Design, supply construction and maintenance of a roadside Public convenience building with toilet, resting space, Snack bar and proposed dormitory at street no 184 of AA-I of Newtown ,Kolkata near Axis Mall , Newtown. The name, identification, and number of the lot(s) (contract(s)) comprising this Local Competitive Bidding (LCB) process are specified in the BDS. Throughout these Bidding Documents: (a) the term “in writing” means communicated in written, up-loaded in ETS, and delivered against receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) “day” means calendar day
2	Source of Funds	2.1	The Employer specified in the BDS has received or has applied for the fund specified in the BDS , towards the cost of the project/scheme specified in the BDS.
2	Source of Funds	2.2	Rules of GoWB Finance and WBPHEd are to be followed. Source of fund is Smart City Mission through NKGSCCL
3	Corrupt and Fraudulent Practice	3.1	It is Government's policy to require that Bidders and Contractors, as well as Employer, BID inviting authority, Engineer-In-Charge and his/her authorized representative(s), Government/Engineer officers

			under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, PHED. (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; (b) will recognize a Bidder or Contractor as ineligible, for a period determined by PHED, to be awarded a contract of the Government of West Bengal if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract of the Government of West Bengal or any of its undertakings; and (c) will recognize a Contractor as ineligible to be awarded a if the Contractor is debarred under the cross debarment decisions by the authority under any of State/Central Government/Public Sector Undertaking, or, Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed. "Cross debarment decisions by the authority under any of State/Central Government/Public Sector Undertaking" is any notification/order/communiqué issued by any officer not below the rank of the Executive Engineer or equivalent rank of the Directorate/ Department of State/Central Government/Public Sector Undertaking. PHED will recognize a Bidder or Contractor as ineligible to be awarded a contract if the Bidder or Contractor is debarred as aforesaid, for the period starting from the date of the Invitation for Bid, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If it is revealed that the Contractor was ineligible to be awarded a contract according to above, WBPHEd will, in principle, impose sanctions against the Contractor.
3	Corrupt and	3.2	Furthermore, Bidders shall be aware of the provision

	Fraudulent Practice		stated in WBF 2912
4	Eligible Bidders	4.1	A Bidder may be a firm that is a single entity. No JV is allowed. A Bidder shall not have a conflict of interest.
4	Eligible Bidders	4.2	A Bidder shall not be employed under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the contract unless the conflict has been resolved in a manner acceptable to WBPHEd. (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project/scheme that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract. (b) A firm that has a close business relationship with the Employer's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the Bidding Documents for the contract, (ii) the Bid evaluation, or (iii) the supervision of such contract, shall be disqualified. (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid. (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.
4	Eligible Bidders	4.3	Not Applicable
4	Eligible Bidders	4.4	A Bidder that has been determined to be ineligible by WBPHEd in accordance with ITB 3.1 shall not be eligible to be awarded a contract.. A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
4	Eligibility Criteria	4.5	(a) The intending bidder(s) shall have to possess the criteria as specified in the BDS, which will be considered as the pass/fail criteria for participation. (b) The bidder(s) shall have to submit the information

			those are specified in the BDS, failing which the bidder(s) may be disqualified. (c) Non-performance of a contract did not occur as a result of contractor's default as specified in the BDS. (d) All pending litigation shall in total not represent more than the part of Bidder's net worth as specified in the BDS. (e) No consistent history of court/arbitral award decisions against the Bidder as specified in the BDS. (f) As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. (g) Minimum average annual construction turnover of INR 5 crore (Rupees Five Crore Only), calculated as total certified payments received for contracts in progress and/ or completed, within the last 5 (five) ending March 31, 2019 years, divided by 5 (Five)
5	Eligible Materials, Equipment, and Services	5.1	The materials, equipment and services to be supplied under the Contract should be of approved origin, make and quality as provided in the approved make list indicated in Section V, At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services and for electronic equipment, Original Equipment Manufacturer's (OEM) warranty in original has to be provided in the name of the bid inviting authority.
5	Eligible Materials, Equipment, and Services	5.2	For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its component

B : Contents of Bidding Documents

Para	Title	Sub-Para	General Description
6	Sections of Bidding Documents	6.1	The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with ITB 8. ❖ Section I Notice Inviting Electronic Tender ❖ Section II. Instructions to Bidders (ITB) ❖ Section III. Bid Data Sheet (BDS) ❖ Section IV. Evaluation and Qualification Criteria ❖ Section V. Bidding Forms ❖ Section VI. Works Requirements ❖ Section VII. WBF 2912 ❖ Section VIII Drawing ❖ Section IX List of Make ❖ Section X. Bill of Quantity (BOQ)
6	Sections of Bidding Documents	6.2	The Invitation for Bids (IFB) issued by the Employer is part of the Bidding Documents.
6	Sections of Bidding Documents	6.3	Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
6	Sections of Bidding Documents	6.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information and documentation as is required by the Bidding Documents.
7	Clarification of Bidding	7.1	A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address specified in the BDS or raise

	Documents, Site Visit, Pre-Bid Meeting		its enquiries during the pre-bid meeting as provided for in accordance with ITB 7.4. The Employer will respond in writing through ETS to any request for clarification, provided that such request is received no later than two (2) days prior to the date of pre bid meeting or in the pre bid meeting. The Employer shall upload the response in ETS in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
7	Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	7.2	The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
7	Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	7.3	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon the site and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
7	Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	7.4	Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter related to the present NieT that may be raised at that stage.
7	Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	7.5	The Bidder is requested to submit any questions in writing, to reach the Employer not later than two (02) days before the meeting or may be raised in the pre bid meeting
7	Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	7.6	Minutes of the pre-bid meeting, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who attended the pre-bid meeting. Any modification to the Bidding Documents that may become necessary as a result of

			the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8	Amendment of Bidding Documents	8.1	At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
8	Amendment of Bidding Documents	8.2	Any addendum issued shall be part of the Bidding Documents and shall be communicated through ETS in accordance with ITB 6.3
8	Amendment of Bidding Documents	8.3	To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C: Preparation of Bids

Para	Title	Sub-Para	General Description
9	Cost of Bidding	9.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10	Language of Bid	10.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern. Such translation should be done by a legal translator identified through notarization of the translation.
11	Documents comprising the Bid	11.1	The Bid through e-procurement shall comprise the following: (a) Letter of Bid (b) Technical Proposal in accordance with ITB 16; and (c) Financial Proposal with completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14; The financial proposal in the BOQ should be uploaded at the appropriate link of the ETS and there should be no reference to the quoted amount anywhere else in the submitted bid documents. Disclosure of the quoted amount at any place other than the BOQ will lead to

			cancellation of the bid on ground of being non compliant. (d) Bid Security, in accordance with ITB 19; (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; (g) any other document required in the BDS.
12	Letter of Bid and Schedules	12.1	The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
13	Contractual Time	13.1	Specified in the BDS
14	Bid Price		The bid price/ rate(s) quoted by the Bidder in the Bill of Quantities shall conform to the requirements specified below. Bid price shall include all taxes and duties.
14	Bid Price	14.1	The Bidder shall quote the lump-sum rate for whole off the work in entirety, as described in the Bill of Quantities, with the payment break-up schedule. All items in terms with Works Requirements (Section VI) shall be deemed covered by the lump-sum rate.
14	Bid Price	14.2	Not Applicable
14	Bid Price	14.3	The price is not to be quoted in the Letter of Bid or anywhere other than the BOQ file for submission of financial proposal.
14	Bid Price	14.4	The Bidder shall quote the bid price in figure and words in the Financial Bid
14	Bid Price	14.5	The rates and prices quoted by the Bidder are fixed and not subjecting to any adjustment whatsoever during the performance of the Contract in accordance with the provisions of the Conditions of Contract.
14	Bid Price	14.6	Bids are being invited for a single contract.
14	Bid Price	14.7	All duties, taxes, and other levies are payable by the Contractor under the Contract, or for any other cause.
15	Currencies of Bid and Payment	15.1	The currency of the Bid shall be as specified in the BDS . Payment of the contract price shall be made in the currency in which the Bid Price is expressed in the

			Bid of the successful Bidder.
15	Currencies of Bid and Payment	15.2	Payment shall be made by the Disbursing Office in terms with the contract, upon availability of fund in the following stages, subject to completion of the respective stage of work to the satisfaction of the EIC. The apportionment of the total quoted amount into the respective stages will be subject to decision of the PHED authority. The PHED in the interest of the work may decide to club and/or segregate multiple and/or some particular stage of the work. The decision of the PHED authority will be final in this respect. Stages in sequence: 1. Soil testing followed by submission of detail construction drawing and design in conformity with the architectural concept drawing provided with the bid documents and its acceptance by the PHED 2. Completion of construction from foundation to end of plinth level to the satisfaction of Engineer-in-Charge (EIC) 3. Structure completed till the ground floor lintel level 4. Structure completed till and including ground floor roof slab 5. Structure completed till and including first floor roof slab 6. Blockwork including internal and external plastering completed 7. Flooring completed on both floors and stairs 8. Plumbing and sanitary work completed including all fittings and fixtures RCC UGR and HDPE OHR. 9. Internal and external putty and painting work completed 10. Complete supply, erection testing and commissioning of all necessary wirings, fittings, fixtures and switching arrangements. 11. Completion of structural glazing, doors with appropriate locking and windows fittings and finishing 12. Fittings and completion of installation of display boards, Surveillance cameras including back up and monitoring devices, water pump with UGR water level sensitive control devise, Exhaust fans in the toilets with integrated louvre, Split air conditioner at ground level. 13. Installation of the canopy structure on the roof of first floor. 14. Installation of outdoor sitting arrangements including paving of the surroundings completed in conformity to the architectural drawing 15. Serviceable water, drainage, sewerage and

			power supply connection followed by testing of all MEP, sewer installations and electronic installations. 16. Maintenance and upkeep of all that is constructed, installed, fitted and fixed by the contractor till phase 15 above for one year post construction. The payment during this maintenance period will be made on a monthly basis at the end of each complete month of satisfactory maintenance and upkeep.
16	Documents Comprising the Technical Proposal	15.1	The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the eligibility and adequacy of the Bidder's proposal to meet the work requirements and the completion time.
17	Documents Establishing the Qualifications of the Bidder	17.1	In accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
18	Period of Validity of Bids	18.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Employer as non- responsive.
18	Period of Validity of Bids	18.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and the bid price.
19	Bid Security	19.1	The Bidder shall furnish as part of its Bid, a Bid Security (which is also called Earnest Money Deposit) in the amount and currency specified in the BDS . The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2
19	Bid Security	19.2	Any Bid not accompanied by a substantially responsive Bid security shall be rejected by the Employer as non- responsive.
19	Bid Security	19.3	The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42

19	Bid Security	19.4	The Bid Security of the successful Bidder shall be converted to initial security deposit as promptly as possible once the successful Bidder has signed the Contract and the contract is accepted bi-partite. The Bid Security may be forfeited: (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or (b) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB 41; or (ii) furnish a Performance Security in accordance with ITB 42.
20	Format and Signing of Bid	20.1	The Bidder shall prepare documents comprising the Bid as described in ITB 11.
20	Format and Signing of Bid	20.2	The Bid, comprising of all documents, self attested, shall have to be submitted through ETS. Documents shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
20	Format and Signing of Bid	20.3	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D: Submission and Opening of Bids

Para	Title	Sub-Para	General Description
21	Submission of Bids	21.1	Bids to be submitted by the Bidders through ETS, in terms with bidding schedule, as specified in the BDS in congruence with ITB 8 & ITB 22
22	Deadline for Submission of Bids	22.1	Bids must be received by the Employer through ETS and no later than the date and time specified in the BDS . Any physical submission of bids including by post, courier or electronic submission by any means other than through the ETS https://wbttenders.gov.in shall render the bid unresponsive and hence liable to be rejected.
22	Deadline for Submission of Bids	22.2	The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall

			thereafter be subject to the deadline as extended.
23	Late Bids	23.1	The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22.
24	Withdrawal, Substitution, and Modification of Bids	24.1	No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
25	Bid Opening	25.1	Except in the cases specified in ITB 23 and ITB 24, the Employer shall open the Technical Proposals of the Bids through ETS. After evaluation of technical proposals that comprises of bid security, eligibility and credentials, the names of qualified bidders will be uploaded through ETS. Then as specified in the BDS, the Financial Proposals will be opened by the Employer through ETS, evaluation of financial proposals will be made, the bidder who offers the lowest bid price shall be considered to be the successful bidder.

E Evaluation and Comparison of Bids

Para	Title	Sub-Para	General Description
26	Confidentiality	26.1	Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
26	Confidentiality	26.2	Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
26	Confidentiality	26.3	Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
27	Clarification of Bids	27.1	To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 33.

27	Clarification of Bids	27.2	If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
28	Deviations, Reservations, and Omissions	28.1	During the evaluation of Bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and; (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
29	Preliminary Examination of Bid	29.1	The Employer shall examine the Bid to confirm that all documents and information requested in ITB 11.1 have been provided, and to determine the completeness of each document submitted.
29	Preliminary Examination of Bid	29.2	The Employer shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected. (a) Letter of Bid; (b) written confirmation of authorization to commit the Bidder; (c) Bid Security; (d) Technical Proposal in accordance with ITB 16; and (e) Financial Proposal comprising Priced Bill of Quantities. (f) WBF Form No 2912, as the case may be
30	Qualification of the Bidder	30.1	The Employer shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Bids. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant ITB 17. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.
31	Determination of Responsiveness	31.1	The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
31	Determination of Responsiveness	31.2	A substantially responsive Bid is one that meets the requirements of the Bidding Documents without

			material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a) if accepted, would (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; and/or (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; and/or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
31	Determination of Responsiveness	31.3	The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.
31	Determination of Responsiveness	31.4	If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
32	Nonmaterial Nonconformities	32.1	Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
32	Nonmaterial Nonconformities	32.2	Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
32	Nonmaterial Nonconformities	32.3	Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section III, Evaluation and Qualification Criteria.

33	Correction of Arithmetical Error	33.1	Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis: (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to and (b) above.
33	Correction of Arithmetical Error	33.2	Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.
34	Single Bid Currency	34.1	For evaluation and comparison purposes, the currency of INR of the Bid shall be taken up to two digits after the decimal point, as specified in the BDS.
35	Subcontractors	35.1	The Employer does not intend to execute any specific elements/part(s) of the Works or full Work by subcontractor(s). If the contractor outsources any elements/part(s) of the work, the contractor engaged under this present tender, shall remain solely and completely responsible to the employer/bid inviting authority for each and every part/element of the tendered work as well as the complete work. The tender inviting authority shall not take any cognizance of the subcontract/outsourcing arrangement.
36	Evaluation of Bids	36.1	The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. To evaluate a Bid, the Employer shall consider the following: (a) the Bid Price, excluding Provisional Sums, provisional sum being the non-competitive part of the contract. (b) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria;
36	Evaluation of Bids	36.2	Qualification Criteria If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the

			opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level as determined by rules under GoWB Finance Department which is sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
37	Comparison of Bids	37.1	The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 36.2 to determine the lowest evaluated Bid.
38	Employer's Right to Accept Any Bid, and to Reject Any or All Bids	38.1	The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

F: Award of Contract

Para	Title	Sub-Para	General Description
39	Award Criteria	39.1	Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
40	Notification of Award	40.1	Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and

			Contract Forms called “the Accepted Contract Amount”).
40	Notification of Award	40.2	After a contract has been determined to be eligible, the following information may be made public by WBPHEd: (a) name of each Bidder who submitted a Bid; (b) Bid Prices as read out at Bid Opening; (c) name and address of the successful Bidder; (d) award date and amount of the contract.
40	Notification of Award	40.3	Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
40	Notification of Award	40.4	After notification of award, unsuccessful Bidders may request in writing to the Employer a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests a debriefing.
41	Signing of Contract	41.1	Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
41	Signing of Contract	41.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
42	Security Deposit :	42.1	Total Security Deposit @ 10% will be deducted. The earnest money will be converted to initial security deposit & remaining part of security amount will be deducted from the progressive bills in proportionate basis which @2% submitted as earnest money will be converted into initial Security Deposit. The refund of Security Deposit after successful completion of the work will be done as per existing Govt. Rules..

Executive Engineer
New Town Kolkata W/S. Divn.-I
Public Health Engineering Directorate

Section-III

Bid Data Sheet (BDS)

Notes on Instructions to Bidders

A: General	
ITB 1.1	The number of the Invitation for Bids is: <i>[insert number of the Invitation for Bids]</i>
ITB 1.1	The Employer is: Executive Engineer, West Bengal Public Health Engineering Directorate, New Town Kolkata Water Supply Division - I, P.H.E. Dte..
ITB 1.1	One single contract for Design, supply construction and maintenance of a modern roadside utility with toilet, resting place and restaurant including one year of maintenance of the structure, fittings and fixtures.
ITB 2.1	The Source of Fund is: New Town Kolkata Green Smart City Corporation Limited (NKGSCCL)
ITB 2.1	The number of the AA & FS is: 326/NKGSCCL /ENGG-119/2019 dated 21.08.2019 of CEO, Newtown Kolkata Green Smart City Corporation Ltd
ITB 2.1	The name of the Project/Scheme is: Design, supply construction and maintenance of a modern roadside utility with toilet, resting place and restaurant including one year of maintenance of the structure, fittings and fixtures
ITB 2.2	The applicable Guidelines for Procurement under Government of West Bengal (GoWB) is applicable
ITB 3.1(c)	A list of debarred firms and individuals is available at the PHED's web site and E procurement site: https://wbtenders.gov.in

ITB 4.5(a)	The intending bidder(s) shall have credential of : i) Intending Tenderers should produce only successful completion certificate of similar nature of works as prime/ Single agency with credential amounting to minimum 40% (INR 20 Lakh) of Bid value in a single work order anywhere in India for Govt. Deptt. / Govt. undertaking. Deptt /Municipal bodies during last 5 (Five) Years prior to the date of issue of the tender notice. or Intending tenderers should produce credentials of 2 (two) completed similar nature of work as prime/ Single agency each of the minimum value of 30% (INR 15 Lakh) of the estimated amount put to tender anywhere in India for Govt. Deptt. / Govt. undertaking. Deptt /Municipal bodies during last 5(five) years prior to the date of issue of the tender notice; Or Intending tenderers should produce credentials of one single similar nature running work as prime/ Single agency which has been completed to the extent of 80% or more with minimum value of (INR 20Lakh) which is not less than the desired value at (i) above In case of running works anywhere in India for Govt. Deptt. / Govt. undertaking. Deptt /Municipal bodies, 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. <i>Note :</i> i. <i>Bidder(s) shall submit all such information in Bidding Forms, with self-attested documents like, completion certificate(s) or satisfactory progress certificate etc, issued by an officer, not below the rank of Executive Engineer. Payment certificate will not be accepted as a credential in this case.</i> ii. <i>Similar work means design , drawing together with construction of a toilet block or a building with toilet, or a public convenience unit under any government organization in West Bengal</i>
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ITB 4.5(b)	The intending bidder(s) shall have to submit following information, failing which the bidder(s) may be disqualified to participate : (i) PAN : (ii) GSTIN : (iii) Contractor's License Number and its validity time : (iv) Professional Tax Registration Number and its validity time: (v) Reference no of Article of Association and Memorandum of the Company or Registered Partnership Deed or registration certificate under Shops and Establishment Act (in case of proprietorship): Note: Bidder(s) shall submit all such information in Bidding Forms, with self-attested documents.
ITB 4.5(c)	Non-performance of a contract did not occur as a result of contractor's default since 1st January 2016. Paragraph 2.2 of Evaluation and Qualification Criteria (Section III) and Form CON are referred
ITB 4.5(d)	Not Applicable
ITB 4.5(e)	No consistent history of court/arbitral award decisions against the Bidder since 1 st January 2016
ITB 4.5(f)	Bidder's Net Worth value is positive.
ITB 4.5(g)	Minimum average annual construction turnover of INR 5 crore (Rupees five crore only), calculated as total certified payments received for contracts in progress and/ or completed, within the last five financial years, ending March 31, 2019 divided by five years.
B: Bidding Documents	
ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Attention: Executive Engineer, PHED, New Town Kolkata Water Supply Division - I, P.H.E. Dte. Street Address: Street No. 51, Action Area IA City: New Town PIN Code:700156 Telephone: Electronic mail address:
ITB 7.1	Responses to any request for clarification, if any, will be published on the web page https://wbttenders.gov.in
ITB 7.4	A Pre-bid meeting will take place at the following date, time and place:

	Date:12.09.2019 Time: 1.00 PM -3.00PM Place: Conference Room at New Town, Kolkata W/S Division-I A site visit will be organized by PHED.
ITB 8.2	Addenda, if any, be published on the web page https://wbtenders.gov.in
C: Preparation of Bids	
ITB 10.1	The language of the Bid is: <i>English</i>
ITB 11.1 (c)	The following Schedules shall be sub mitted with the Bid: I. Site Organization II. Method Statement III. Mobilization Schedule IV. Construction Schedule V. Safety Plan VI. Personnel VII. Equipment Lump Sum Quote in the BOQ to be uploaded at the appropriate section of https://wbtenders.gov.in and nowhere else. Presence of this schedule of price in the technical bid folder will lead to cancellation of bid.
ITB 11.1 (h)	None Other than what is mentioned in the e tender site
ITB 13.1	The Contractual Time is 6 months for drawing and construction from the date of issue of Work Order followed by maintenance of structure and fittings and fixtures supplied by the contractor for one year from the acceptance of completion of construction including internal work, by the EIC.
ITB 14.5	The rates and prices quoted by the Bidder are fixed and not subjecting to any adjustment whatsoever during the performance of the Contract in accordance with the provisions of the Conditions of Contract. There shall not be any escalation in material and labour mobilised and utilised during performance of contract.
ITB 14.7	All duties, taxes and other levies shall be paid by the contractor. Hence the bidder should include all such taxes, duties and levies in the lump sum quote.

ITB 15.1	The currency of the Bid shall be INR
ITB 18.1	The Bid validity period shall be: 120 (one hundred and twenty) days from the opening of the Financial Bid.
ITB 18.2	The Bid Price shall be not be adjusted in any way and manner, whatsoever.
ITB 19.1	Total amount of earnest Money will be @ 2% of quoted amount by the bidder. The Minimum amount of Earnest Money for the work is Rs.1,00,000.00 (Rupees One Lakh only). However, the bidder will have to deposit rest amount considering @ 2% earnest money during the submission of online” from the any Nationalized Bank in favour of the Executive Engineer, New Town Kolkata Water Supply Division. – I, P.H.E. Dte
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a power of attorney executed in the name of the authorised signatory of the bid
D: Submission and Opening of Bids	
ITB 21.1	(a) Date & Time of up-loading the Bid documents : (b) Starting date & time for downloading the bid documents by bidders : (c) Starting date & time of on-line submission of bid (Technical & Financial Proposals) by bidders : (d) Closing date and time of on-line submission of bid (Technical & Financial Proposals) by bidders : (e) Date & Time of on-line opening of Technical Proposals of bids : Note : After evaluation of Technical Proposals, list of qualified bidders shall be up-loaded with information in matter of date & time of on-line opening of Financial Proposals.
ITB 22.1	For <u>Bid submission purposes</u> only, the web portal is : <i>https://wbtennders.gov.in</i> The deadline for Bid submission is: Date: 22.09.2019 Time:05.00 P.M
ITB 25.1	The Bid opening through ETS shall take place at:
E. Evaluation and Comparison of Bids	

ITB 34.1	The currency of INR as quoted by the bidders shall be used for Bid evaluation and comparison purposes.
ITB 35.1	If any sub-contractor is engaged for some element or part of the work, PHED shall not hold such sub-contractor responsible for the work or any specific element of the work. The contractor engaged through the present online bidding system shall remain wholly responsible to PHED for each and every part/element of the work as well as for the purpose of defect liability.

Executive Engineer
New Town Kolkata W/S. Divn.-I
Public Health Engineering Directorate

Section IV

Evaluation and Qualification Criteria

1. Evaluation :

Assessment of adequacy of Technical Proposal with Requirements

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's qualification.

2. Qualification :

- (i) **Qualification Criteria :** Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate INR only

2.1 Eligibility			Compliance Requirement	Documentation
No.	Factor	Requirement	Single Entity	Submission Requirements
2.1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Forms ELI – 1 and 2, with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	Letter of Bid
2.1.3	Ineligibility	Not having been declared ineligible, as described in ITB 4.4	Must meet requirement	Letter of Bid, Form ACK

2.2 Historical Non-performance of Contracts			Compliance Requirement	Documentation
No.	Factor	Requirement	Single Entity	Submission Requirements
2.2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor's default since 1 st January 2016	Must meet requirement	Form CON
2.2.2	Pending Litigation	Not Applicable	Not applicable	Not Applicable
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder since 1 st January 2016	Must meet requirement	Form CON

Notes for the Bidder

- (i) Non-performance, as decided by the Employer, shall include all contracts
- (a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and
- (b) that were so challenged but fully settled against the contractor.

Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last three (3) years. A consistent history of awards against the Bidder may result in failure of the Bid.

2.3 Financial Situation			Compliance Requirement	Documentation
No.	Factor	Requirement	Single Entity	Submission Requirements
2.3.1	Financial Performance	Self-attested copies of the audited accounts for, 2016-17, 2017-18, 2018-19 shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Form FIN – 1 with attachments
2.3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of INR 5 crore [<i>Rupees five crore only</i>], calculated as total certified payments received for contracts in progress and/ or completed, within the last 5 (five) years, divided by 5. Self-attested copies of the audited accounts for 2014-15, 2015-16 2016-	Must meet requirement	Form FIN – 2

		17, 2017-18, 2018-19 shall be submitted with certificate from Chartered Accountant on the construction turnover.		
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2.4 Experience			Compliance Requirement	Documentation
No.	Factor	Requirement	Single Entity	Submission Requirements
2.4.1	General Construction Experience	<u>Not Applicable</u>		
2.4.2 (a)	Specific Construction Experience	Bidder(s) must have satisfactorily completed as a prime agency during the last 5 (five) years from the date of issue of this notice, at least 1(one) contract with a value of INR 50 Lakh (Rupees Fifty Lakh only) & above, or 2(two) contracts each with a value of at least INR 20 Lakh (Rupees twenty Lakh only) or should produce credential of one single running work of similar nature which has been completed to the extent of 80% or more and value of work is not less than 50 Lakh (Rupees Fifty Lakh only) before the date of present notice and after 31.03.2019 for work of similar nature work i.e. Construction of R.C.C. multi-storied framed structure building (bldg. height not less than 15 metres) with allied works of sanitary-plumbing, Electrical works etc., under authority of State /Central Govt., State or Central Govt. undertaking / Statutory Bodies Constituted under the	Must meet requirement	Form EXP – 2 (a)

		Statute of the Central/ State Govt. Bidder(s) shall submit all such information in Bidding Forms, with self-attested documents like, completion certificate(s) or satisfactory progress certificate etc, issued by an officer, not below the rank of Executive Engineer. Payment certificate will not be accepted as a credential in this case. Similar work means design , drawing together with construction of a toilet block or a building with toilet, or a public convenience unit under any government organization in West Bengal		
2.4.2 (b)	Specific Construction Experience	Not Applicable		

Executive Engineer
 New Town Kolkata W/S. Divn.-I
 Public Health Engineering Directorate

Section V

Bidding Forms

Notes on Instructions to Bidders

As specified in this section, these forms are the Letter of Bid and relevant Schedules, the Bid Security, the Technical Proposal Form, and the Bidder's Qualification Information Forms.

Letter of Bid

Date: *[insert date of Bid submission]*

NleT No and date.:*[insert Number and date]*

IFB No and date.:*[insert number and date]*

Alternative No.: *[insert identification No. if this is a Bid for an alternative]*

To: *[insert full name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8).*[Insert the number and issuing date of each addendum]*;
- (b) We meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We have no conflict of interest in accordance with ITB 4;
- (d) We offer to execute in conformity with the Bidding Documents the following Works:*[insert a brief description of the Works]*;
- (e) Our Bid shall be valid for a period of 120 (one hundred and twenty) days from the date fixed

for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive; and
- (i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder*[insert name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder**[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid*[insert complete title of the person signing the Bid]*

Signature of the person named above*[insert signature of person whose name and capacity are shown above]*

Date signed*[insert date of signing]* day of*[insert month]*, *[insert year]*

*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Schedules

Technical Proposal

-Site Organization

- Method Statement

- Mobilization Schedule

- Construction Schedule

- Safety Plan

- Personnel

- Equipment

- *[Others]*

Site Organization

[Insert Organization Information]

Method Statement

[Insert Method of Statement]

Mobilization Schedule

[Insert Mobilization Schedule]

Construction Schedule

[Insert Construction Schedule]

Safety Plan

[Insert Safety Plan]

Form ELI -1: Bidder Information Form

Date: *[insert day, month, year]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[Bidders shall provide the following information:]

Bidder's legal name

[insert full name]

Bidder's actual or intended country of registration:

[insert country of registration]

Bidder's actual or intended year of incorporation:

[insert year of incorporation]

Bidder's legal address in country of registration:

[insert street / number / town or city / country]

Bidder's authorized representative information

Name: *[insert full name]*

Address: *[insert street / number / town or city / country]*

Telephone/Fax numbers: *[insert telephone / fax numbers, including country and city codes]*

E-mail address: *[insert E-mail address]*

1. Bidders shall attach copies of self-attested documents of

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.

☐ all Information, as sought for, in accordance with ITB 4.5.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON: Historical Contract Non-Performance

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The following table shall be filled in for the Bidder]

1. History of Non-Performing Contracts

Non-Performing Contracts			
☐ Contract non-performance did not occur since 1 st January 2016, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1.			
☐ Contract(s) not performed since 1 st January 2016, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1 is (are) indicated below:			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount in INR
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[insert complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street / city / country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

3. Litigation History

Litigation History		
☐ No court/arbitral award decisions against the Bidder since 1 st January 2016, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3.		
☐ Court/ arbitral award decisions against the Bidder since 1 st January 2016, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, are indicated below:		
Year of award	Contract Identification	Total Contract Amount in INR
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street /city /country]</i> E-mail ID of Employer : <i>[insert]</i> Contact Phone/ Mobile No : : <i>[insert]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

Form FIN -1: Financial Situation

[The following table shall be filled in for the Bidder]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years (amount in INR)				
Financial Years	2014-15	2015-16	2016-17	2017-18	2018-19
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

2. Financial documents

The Bidder and its parties shall provide self attested copies of the audited financial statements for last 5 (five) financial years pursuant Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements* for the last five (5) financial years required above; and complying with the requirements.

* If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

Form FIN -2: Average Annual Construction Turnover

[The following table shall be filled in for the Bidder]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

Financial Year	Amount
	<i>[insert amount in INR]</i>
2014-15	
2015-16	
2016-17	
2017-18	
2018-19	
Average annual Turn Over*	

* Total INR for all years divided by the total number of years, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

Certification from Chartered Accountant to be submitted on the letter head of the CA signed and stamped with his enlistment Number.

Form EXP -2(a): Specific Construction Experience

[The following table shall be filled in for contracts performed by the Bidder]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Bidder's Party Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

[Fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).] Those to be mentioned only, where the bidder was the Prime contractor with single entity.

Contract of Similar Size and Nature	
Similar Contract No.	Information
<i>[insert number] of [insert number of similar contracts required]</i>	
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>
Award Date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>
Completion Date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>
Total Contract Amount in INR	<i>[insert total contract amount and currency]</i>
Employer's Name:	<i>[insert full name]</i>
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone / fax numbers, including country and city area codes]</i>
E-mail:	<i>[insert E-mail address, if available]</i>

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Works Requirements]</i>

Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Government of West Bengal

[Bidder shall submit it in form of an undertaking in Non-Judicial Stamp Paper of INR 10.00]

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder]* (hereinafter referred to as the "Bidder") to execute this Acknowledgement of Compliance with Guidelines for Procurement under GoWB, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for *[insert NleT no and name of the Project/Scheme]* is true, correct and accurate to the best of the Bidder's and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Government of West Bengal (hereinafter referred to as the "Guidelines"); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the Government of West Bengal/ any employer under State/Central Government(s)/ Public Sector Undertakings is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the Government of West Bengal/ any employer under State/Central Government(s)/ Public Sector Undertakings for more than one year since the date of issuance of Invitation for Bids.¹

<If debarment for more than one year by the Government of West Bengal/ any employer under State/Central Government(s)/ Public Sector Undertakings has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

B') I certify that the Bidder has been debarred by the Government of West Bengal/ any employer under State/Central Government(s)/ Public Sector Undertakings for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

Name of the debarred firm	Starting date of debarment	Ending date of debarment	Reason for debarment

C) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

D) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a

¹ The starting date should be revised to "request for price quotation"

rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the WBPHEd in a timely manner.

- E) The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder.
- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by WBPHEd.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of *[Insert name of the Bidder]*

Date

For and on behalf of *[Insert name of the Bidder]*

Date

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

(On a Stamp Paper of Rs. 100/-)

Know all men by these presents, we(Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Mr..... (Name and address of residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for Design, supply construction and maintenance of a modern roadside utility with toilet, resting place and restaurant ,including signing and submission of all documents and providing information/responses to Public Health Engineering Directorate , New Town Kolkata Water Supply Division - I, P.H.E. Dte. (hereinafter referred to as PHED) representing us in all matters before PHED, and generally dealing with PHED in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature

(Name, Title and Address)

I Accept

.....(Signature)

(Name Title and Address of the Attorney)