

West Bengal State Rural Development Agency

Office of the Executive Engineer

P&RD Deptt.

&

HPIU, WBSRDA, MALDA Division

RRNMU Building, 6/2, Plot No.-3339, Ward No-2, P.S. English Bazar,

P.O.-Mokdumpur, Dist. Malda , Pin-732103

Mobile No.7908597301,e-mail : wb-mal@nic.in

Memo No- 1498/WBSRDA/MALDA/24

Dated: 31/07/2024

NOTICE INVITING PRE-QUALIFICATION - CUM – TENDER

(TWO COVER SYSTEM)

FOR POST DLP MAINTENANCE WORKS E-MARG MODULE (E-Procurement)

Notice Inviting e-Tender No: 01/POSTDLP/ WBSRDA/MALDA/2024-25 [1st Call]
OF THE EXECUTIVE ENGINEER, HPIU, WBSRDA, MALDA DIVISION Date-31/07/2024

For and on behalf of Panchayats and Rural Development Department, Govt. of West Bengal, the Executive Engineer HPIU, WBSRDA, Malda Division invites **E-Tender in percentage rates for each of the following Maintenance works by two cover system. Resourceful and Bona-fide contractors of Government/Semi Government/ Undertaking/ Autonomous Bodies / Statuary Bodies and Local Bodies who satisfy the terms and conditions set out in pre-qualification document and having registration in e-procurement portal (www.wbtenders.gov.in) under Govt. of West Bengal may submit their bids. The intending contractors must have completed at least one work of similar nature in a single contract as a prime contractor within last five years from the date of issue of this NIT, value of which is not less than 40% of the amount put to tender.** The pre-qualification documents are to be uploaded in two separate folders. One of the folders shall contain Technical documents. Financial Bids are to be uploaded in another folder. The Tenders shall be available for viewing in our website www.wbtenders.gov.in.

Table- 1: List of Works

Sl. No.	District	Post DLP e-Marg Package No.	Name of Block	Name of the road	Length (In KM)		Estimated amount put to tender (Rs. In Lakh)	Earnest Money/Bid Security (Rs. In Lakh)	Cost of Bid Document	Completion Time	
					BT	CC				IR Works (Months)	Remaining Works (Years)
1	Malda	WB11MTN001	Kaliachak-III	T02-Barburna to Bairbona	4.112	2.970	₹ 94.520	₹ 1,89,040.00	₹ 5000.00 (for Two Sets) for formal agreement cost with L1 bidder.	4 (Four)	5 (Five)

- Intending bidders may download tender documents from e-procurement portal of our website: www.wbtenders.gov.in **from 01/08/2024 at 11:00 Hours to 16/08/2024 (upto 16:00 Hours).** The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **16:00 hrs (as per server clock) on 16/08/2024.**
- Tender Inviting Authority will not take any responsibility for the delay caused due to non-availability of internet connection or traffic jam etc. for on-line bidding.
- **Earnest Money /Bid Security: Cost of Bid Security/Earnest Money should be deposited Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway. The Package number and UTR number should be clearly mentioned on the deposit challan. Payment made otherwise will be rejected.**
- **Cost of Bid Documents: Rs 5,000.00 only (for Two Sets) for formal agreement the L1 bidder amount should be**

deposited in Demand Draft Payable to Malda District in favour of “Executive Engineer, WBSRDA, Malda Division”

- The pre-qualification (Technical Bids) documents will be opened on **20/08/2024 at 11:00 Hours** by the authorized officers.
- Tender Inviting authority reserves the right to call for original document for verification from successful bidder(s) only in case of exceptional circumstances.
- The results of the technical evaluation shall be made public on e-procurement systems following which there will be a period of **02 (Two) working days** during which any bidder may submit **Complaint** which shall be considered for resolution before opening the financial bid.
- The Financial bid of the technically qualified bidders will be opened for evaluation and the financial bid of non-qualified bidders will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line only.
- Tender Inviting authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any point of time prior to the issuance of work order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the authority’s action.
- Acceptance of Tender (AOT) / LOA will be issued after approval of competent authority.
- GST, Cess, Taxes and Duties if any at applicable rates will be deducted from the bill of the contractor.
- **L1 bidder to submit Rs. 5000.00 only (for Two Sets) for formal agreement cost at Executive Engineer office to execute the formal agreement.**

➤ **Additional Performance Security in Road Projects**

- The Additional Performance Security shall be obtained from successful bidder, if the accepted bid value is more than or equal to 20% less than the estimated amount put to tender, vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal.

- **The Security Deposit** money of successful bidders will be released after expiry of **defect liability period** as from the actual date of completion of the work.

Any damages occurred during defect liability period will have to be done by the contractor at his own cost.

The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover (Contractor all Risk Insurance) from the start date of work to the end date of Defects Liability Period.

- The intending Bidders should satisfy himself about the alignment of the proposed road site and other site condition before quoting their rates.

A) The eligibility criteria are given below:

1. The applicant in the same name and style should have achieved annual turnover in any of the year over the last five years (excluding current FY) (50% of which is from civil engineering construction works and equivalent and to be supported by payment certificates).
 - a) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
 - b) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.
2. The applicant in the same name and style as prime contractor should have successfully completed at least one contract of same type of work at least 40% value of the proposed contract within the last 5 years from date of Publication of this NIT.
3. The contractor should have sufficient technical manpower, tools and plants as mentioned in ITB to complete the work.
4. The prime contractor should have necessary bid capacity to execute the work.
5. Financial statements for the last 05 (Five) years (Audited).
6. Income Tax return should be submitted for last 5 years.
7. GST registration Certificate, Professional Tax registration certificate, Pan Card (Income Tax), Trade license should be furnished.
8. Joint venture will not be allowed.
9. Proposal for sub-contracting is not allowed.
10. No CONDITIONAL/INCOMPLETE TENDER will be accepted under any circumstances.
11. The bid of Any Black listed agency will not be accepted.
12. Arbitration will not be allowed in any case.
13. Prospective applicants are advised to note carefully the **documents to be uploaded** for qualification as mentioned in the “Instruction to Bidder’ before bidding.

The amount of **earnest money** is 2% of the estimated cost put to tender.

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

To keep the constructed road/building in good condition during the Defect Liability period after the completion of the construction if any work is required for routine maintenance, the same will be treated as defect liability and the Contractor has to do the maintenance work at his own cost.

B) List of Important Dates of Bids :-

SI No.	Particulars		Date	Time
1	Published Date		01/08/2024	11:00 Hrs (as per Server Clock)
2	Documents Download / Sale Start Date	From	01/08/2024	11:00 Hrs (as per Server Clock)
3	Documents Download / Sale End Date	Upto	16/08/2024	16:00 Hrs (as per Server Clock)
4	Bid Submission Start Date	From	01/08/2024	11:00 Hrs (as per Server Clock)
5	Bid Submission End Date	Upto	16/08/2024	16:00 Hrs (as per Server Clock)
6	Bid Opening Date (Technical)		20/08/2024	11:00 Hrs (as per Server Clock)
7	Bid Opening Date (Financial)		After Evaluation of Technical Bid	
8	Place of Opening Bid	Office of the Executive Engineer, <i>P&RD Deptt.</i> And HPIU, WBSRDA, MALDA Division, RRNMU Building, 6/2, Plot No.-3339, Ward No-2, P.S. English Bazar, P.O.-Mokdumpur, Dist. Malda , Pin-732103		
9	Officer Inviting Bid	Executive Engineer, HPIU, WBSRDA Malda Division		
10	Last Date of Bid Validity	120 days from the date of opening		

No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line. No individual intimation will be given.

Instructions to Bidders (ITB)

A. Scanned copies of the following documents to be up-loaded in PDF format in e-portal website <https://www.wbtenders.gov.in>

- Copy of Earnest money deposit challan with clearly written UTR/Txn number.
- GST registration certificate (GSTIN).
- Pan card (IT).
- Trade license (latest valid).
- Income tax return for last 5 years.
- Professional Tax registration certificate.
- Valid Registration Certificate with EPF Organization under EPF and Misc. Provision Act 1952.
- Financial statement and Balance sheet of last 5 years (Audited if applicable). UDIN should be mentioned if applicable (**UDIN to be mentioned at least for the FY which will be considered for qualification in turnover and Bid capacity calculation**) for all reports submitted beyond 1st July 2019.
- Payment certificates (Signed by Competent Authority) to be uploaded in support of Turnover. Form 26As will also to be considered for determination of Turnover and Bid capacity calculation subject to verification by the Department in presence of the bidder/his representative. The turnover will be indexed at the rate of 8 percent simple interest for a year.
- Credentials for successful completion (certificates from the officer not below the rank of Executive Engineer / or equivalent) of at least one contract of same type of work in the same name and style as prime contractor having a magnitude of at least **40% of the amount put to tender** of the proposed contract within the last 5 years from the date of publication of this NIT.
- List of machineries possessed by own/arranged through lease deed along with authenticated copy of invoice/challan as per ITB.
- List of ongoing works in hand and the Physical and financial progress of those works as per **Annexure-C**.
- Scanned copy of Bid Capacity calculation in his/her own letter head. (Calculation to be done as prescribed **annexure -B**).
- Necessary Laboratory equipment leased or own along with authenticated copy of invoice/challan as per ITB.
- Tender form and NIT with all addendum and corrigendum to be uploaded will be (download and digitally signed. Quoting rate will only encrypted in the B.O.Q under financial bid. In case quoting any rate in printed tender form, the tender will be summarily rejected).
- Special terms and conditions and specifications of work.
- Partnership firm shall furnish **partnership deed** and company shall furnish the Article of Association and Memorandum.
- The registered cooperative societies should submit the registration certificate.
- Power of attorney (in case of Partnership firm /Registered Co-Operative Society/company) to be uploaded.

20. Details of the technical personnel proposed to be employed for the Contract having the qualifications as per ITB. Qualification Certificate and appointment letter of the technical personnel to be uploaded. **No part time employment will be allowed.**
21. Bank Credit Certificate of 10% of the Amount put to tender should be provided as per format. (Format Attached as **annexure D**).
22. Affidavit regarding non employment of any Government official under him, deployment of machineries, technical personnel, correctness of certificates, and investment of minimum cash up to 30% of estimated cost. As per **annexure-A**.
23. Letter head of the agency/contractor containing Name addresses and contact details. During the currency of the project and after completion if the address of the agency/contractor changes, it will be the responsibility of the contractor to intimate the authority regarding such changes.
24. Work program in terms of bar chart to be submitted.
25. Vide order no. 815-F(Y) dated 23rd February, 2023 of Finance Department, "The Labour Co-operative Society" are exempted from depositing of Earnest Money Deposit (EMD).
26. Vide order no. 6417-F(Y) dated 26th August, 2015 of Finance Department, "State Government Enterprises" are exempted from depositing of Earnest Money Deposit (EMD).
27. BIDDER INFORMATION FORM (BIF) duly filled should be uploaded.
28. Others (if any).

B. Bare Minimum requirements of machineries for road construction works is as follows.

This list is only indicative. The bidder shall have to arrange for every necessary machineries, tools & plants for the intended job.

Sl. No.	Name of Machineries	Required Minimum number (For work value up to Rs 5.00 Cr.)	Required Minimum number (For work value greater than Rs 5.00 cr.)
1	Light-Duty Mobile HMP with separate heating & mixing drum	1	1
2	Smooth Wheeled Roller (8-10 Tone).	1	2
3	Concrete Mixer	1	1

C. Bare Minimum requirements of laboratory equipments for road construction works is as follows. Contractor has to set up field laboratory at his own cost. He has to arrange all necessary Laboratory Equipment as and when necessary. The indicative list of Lab instruments are as follows. The agency has to arrange the instruments required if any as per direction of Engineer In Charge.

Sl.No	Name of Equipment	Quantity
1	Bitumen Extractor	1
2	IS Sieve Sets	1
3	Digital Balance	1
4	Sand Replacement test set	1

D. The Number of Technical personnel, Qualifications and Experience will be as follows:

The Technical Personnel are:

Sl no	Technical Personnel	No required	Remarks
1	Degree holder in Civil Engineering / Diploma holder in Civil engineering with 5 years experience	1	For work value more than 50 Lacs Degree holder required
2	B.sc Degree holder for Lab and supervisory work	1	

E. Other instructions

- Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees up to **two decimal places**.
- No Mobilization Advance and Advance against purchase of equipments will be paid for the work
- No Advance of any kind will be paid for the work under any circumstances
- Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. & arbitration will be entertained.
- The Employer requires the bidders / Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
- There will be no price preference to any bidder.
- No interest claim will be admissible during refund of earnest money and security deposit.

- Uploaded documents of valid successful bidders may be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required.
- Any bill (running account/final) payment of proposed executed work may be made to Agency as per availability of fund.
- Bid of any Black listed bidder will be rejected.
- The engaged contractor will have to get registered under BOCW (RECS) act and shall have to contribute towards " The West Bengal Building and other Construction Workers' welfare fund" @ 1% (One percent) of the gross amount of the work by way of deduction from Running and /or final bill.
- **Earnest Money & Security Deposit:** The Earnest Money (2% of amount put to tender) will be released to L1 bidder / contractor subject to submission of Performance Security (P. S.) (2.5 % of Tendered Amount) acceptable to the Employer (Executive Engineer concerned) in the form of an unconditional Bank Guarantee or Fixed Deposit Receipt in favour of Executive Engineer concerned from a scheduled Commercial bank. The remaining 7.5% / 0.5% (as per current order enforced till 31.03.2023) S.D. Money will be deducted from running account (R.A.) bills, so that the total amount of S.D/P.S. will become 10% (Ten Percent) / 3% (Three Percent) of the Contract Price, retained at the end the Employer at the time of settlement of Final Accounts on completion of Construction.
- **The Security Deposit / Performance security will be released to the contractor after successful completion of DLP.**
- Time allowed for completion of work will be measured from the date of issue of work order
- If any erroneous printing found after agreement or any time in the SOQ (Schedule of Quantity) Quantity or Rate, the Tender Inviting authority reserve the rights to correct the same as per approved original estimate.
- Bidding documents (NIT and SBD) is to be uploaded by the bidder. The bidder has to only agree/ disagree on the conditions in the bidding document. The bidders who disagree on the conditions of bidding document cannot participate in the tender and his /their bid will be treated as informal.
- ***Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:***
 - (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
- Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as per **annexure -B:**
- The successful bidder shall have to abide by all the labour related and other rules , regulations and laws of the land and the Tender Inviting Authority in no way shall be held responsible for financial or any other consequences arising out of non his noncompliance of the same.
- **Intending Bidder should carefully read the CI No 41 of GCC regarding the suspension and debarment policy before participating the tender.**
- **Tax Invoice needs to be issued by the agency**/contractor for raising claim showing separately the tax charged in accordance with the provisions of GST Act, 2017.
- The Contractor at his cost shall provide, in the joint names of the Employer (Executive Engineer) and the Contractor, insurance cover (**Contractor All Risk Insurance, CAR**) of the Work from the start date of work to the end date of defect Liability Period (DLP).
- **Priority of Documents:** The documents forming the contract are to be taken as mutually explanatory of one another. For purpose of interpretation, the priority of the documents shall be in accordance with the following sequence.
 - a. Notice to Proceed with the works;
 - b. Letter of acceptance;
 - c. Notice Inviting Tender
 - d. Special Conditions of Contract and General Conditions of Contract
 - e. Specifications;
 - f. Drawings;
 - g. Bill of Quantities; and
 - h. Any other document listed in the Contract Data as forming part of the Contract.

Sd/-
Executive Engineer
HPIU, WBSRDA, Malda Division

Copy forwarded for kind information and wide publication to:-

1. The Sabhadhipati, Malda Zilla Parishad.
2. Sri Sekhar Sen, Additional Secretary to the Govt. of West Bengal, P&RD Dept.(HQ).
3. The Chief Engineer, P&RD Dept.(HQ).
4. The Financial Advisor, Govt. of West Bengal, P&RD Dept (HQ).
5. The Superintending Engineer, P&RD Deptt., Maintenance cell.
6. The Superintending Engineer, RRNMU, Malda Zone, P & RD Dept., Govt. of West Bengal.
7. The District Magistrate, Malda District & Executive officer, Malda Zilla Parishad.
8. The Additional Executive Officer, Malda Zilla Parishad.
9. The District Information and Cultural Officer, Malda.
10. Office Notice Board.

Sd/-
Executive Engineer
HPIU, WBSRDA, Malda Division

ANNEXURE-A

SAMPLE FORMAT OF AFFIDAVIT

I, Sri....., S/o Sri.....aged.....years, Residing at.....Proprietor/Partner/Director of.....do hereby solemnly affirm and declare in connection with Construction of road fromis as follows :

1. That I, the undersigned do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. That the undersigned also hereby verifies that neither any near relations of DE/EE/SE/AE/JE of the department nor any retired gazetted officers are in our employment.
3. The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the department to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance 120 days from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek references from the bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments/ apparatus to conduct the various tests on soil, aggregates and cement, concrete to maintain the quality at site. We will upkeep the laboratory set-up in good condition of the project.
9. We would deploy at site all necessary technical personnel for efficient contract management and supervision of works with a view to achieving best quality of works at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
11. Any departure whatsoever in any form will be considered as breach of contract. In such situation the department at his liberty may with hold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.
13. "I further declare solemnly that at any stage of tender process or during the currency of the project work if the above parameters are found to be false or forged or not genuine then my EMD/Security Deposit /Performance Security Deposit, if any, will be forfeited to Government Account. I further declare that I am aware of initiation of any proceedings as per provisions in Law"

ANNEXURE-B

Assessed Available Bid capacity = (A*N*M – B)

Where,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent simple interest a year) taking into account the completed as well as works in progress.

N = 1, if Completion time is more than 6 months, N=0.5 if completion time is less than equal to six months.

M = 3

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

ANNEXURE-C

Information on Bid Capacity.

a) Existing commitments and on-going works

Description of Work	Place & State	Contract No & date	Name of Address of employer	Value of contract (Rs. In Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs.Lakhs)*	Anticipated date of Completion
1	2	3	4	5	6	7	8

N.B : Suppression of any fact regarding work-in-hand will be liable for non-responsive of bid.

ANNEXURE-D

**SAMPLE FORMAT FOR BANK CREDIT CERTIFICATE
(BANK LETTER HEAD WITH ADDRESS)**

BANK CERTIFICATE

This is to certify that ----- is a reputed company with a good financial standing. If the contract for the work, namely, _____ (Tender No. & Name of work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____
Name of the senior Bank Manager _____
Address of the Bank -----

Stamp of the Bank

Note: Certificate should be on the letterhead of the bank and phone, fax and e-mail address should be written clearly & not older than 03 Months.

ANNEXURE-E

BANK GURANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To
The Executive Engineer

	Account Details
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS [NAME AND ADDRESS OF CONTRACTOR] (here after called “The Contractor”) has undertaken , in pursuance of to execute..... (hereinafter called “The Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein for ‘ADDITIONAL PERFORMANCE SECURITY DEPOSIT’ for compliance with his obligation in accordance with the Contract.

AND WHEREAS we (indicate the name of the bank branch) have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor , up-to a total of Rs..... [amount of guarantee].....(in words). We undertaken to pay you, upon your first written demand and without cavil or argument, a sum within the ,limits of

[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein to the above beneficiary bank account.

We(indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We(indicate the name of the bank & branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present guarantee is absolute and unequivocal.

The payment / so make by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

We (indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents, which may be made between you and the contractor, shall, in anyway, release us from any liability under this guarantee and we hereby waive notice of any such change , addition or modification.

We, (indicate the name of the bank & branch) also undertake not to revoke this guarantee except with your prior written consent.

The Guarantee shall be valid up to It comes into force with immediate effect and shall remain in force and valid for a period of (Construction period claim period of six months).

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rs.....) and unless a claim in writing is lodged with us within the validity period of this Guarantee, i.e. up to , all our liabilities under this Guarantee shall cease to exist.

Signed and Sealed this day of 20.....at

SIGNED, SEALD AND DELIVERED

For and on behalf of the BANK by

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES :The bank guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Additional Terms and conditions to SBD for Post 5 year maintenancethrough E-marg

1. Scope of Bid

Bids are invited by the West Bengal State Rural Development Authority (WBSRDA) from established, experienced and reputed firms registered in appropriate class for repair & maintenance of Roads included in individual package (As per NIT).

The main elements of the Works and Services to be provided by the Contract are listed below:

- a. **Initial Rehabilitation** - Works as indicated in the BOQ, Contract and as instructed by the EE
- b. **Routine Maintenance** – to be carried out as indicated in the contract and as instructed by the EE.
- c. **Periodical Renewals** – to be carried out as indicated in the contract and/ or as instructed by the EE.
- d. **Emergency Works** - As indicated in the NIT and when instructed by employer by issue of work order.

Bid may be invited for one or more work services listed from (a) to (d) above. Bidder should, therefore, go through the NIT carefully and quote for the work for which bid has been invited. Percentage quoted by the bidder will be applicable to all work/ services indicated above.

The successful Bidder will be expected to carry out the Works and Services during the period stated in the NIT and work order.

Throughout these documents, the terms — bid and —tender and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering etc.) are synonymous.

Routine Maintenance - The contractor is responsible for undertaking all maintenance that is set out in the contract, without requiring the intervention or instruction of the Engineer, other than that the latter will undertake inspections to assess compliance with the service intervention levels, as a prerequisite to certifying payment. The contractor is, therefore, responsible for choosing the methodology, which is the most efficient and cost effective, whilst at the same time delivering the service quality levels without compromising the convenience and safety of the road user.

The rates of routine maintenance are based on the principal of monthly lump-sum payment to be made for complete services under taken in compliance with the contract. Payment will be regulated as per provisions of SBD.

The contractor shall do the maintenance of roads, pavement, road sides and cross drains, culverts/ bridges, surface drains to the required standards and keep the entire road surface and structure in defect free condition during the entire maintenance period, keeping in view provisions of Chapter 11 of Rural Road Manual (IRC: SP: 20:2002), specific provisions of which are given in the contract data.

Initial Rehabilitation Works

As provided under the contract, initial rehabilitation works, shall be carried out in accordance with the Technical Specifications at unit rates/prices offered by the contractor in his Bid for the estimated quantities shown in the Bill of Quantity, and completed within the time indicated in the work order issued by the Engineer for the execution of the initial rehabilitation works. Payment for such work shall be based on the work actually executed, measured and accepted by the engineer in terms of the agreement.

Periodic Renewal

If included in the agreement, the periodic renewal bituminous surface shall be carried out by the contractor in accordance with specifications and at the rate offered by the contractor in his Bid for the estimated quantities shown in the bill of quantities within the time period indicated in the work order.

Emergency works

If provisions exist in the agreement, emergency work will be carried out by the contractor in accordance with the specifications and at the rate offered by the contractor in his bid. Such work will be carried out when specially ordered by the employer by issue of a supplementary work order and within the time limit indicated their in.

The Contractor shall undertake these tasks using intermediate Technology, i.e. by both manual and mechanized means as appropriate, in order to achieve both the quantity and quality of work required under the Contract. Consequently, the contractor shall deploy and keep available on site the minimum numbers of Plant and Equipment listed in the Contract Data.

The Contractor must also deploy sufficient and adequate plant, equipment and mobile unit required for maintenance work and to achieve the completion of rehabilitation and renewal work, described above, within the time. The Contractor should note that any Failure to complete the works within the given time limit will attract the provisions of SBD and other clauses of the contract. Failure to comply with this requirement may be considered a Fundamental Breach.

2. Commencement and Duration of the Works and Services

Contract period is five years from start date unless otherwise indicated in the NIT. The contractor shall commence execution of routine maintenance on the start date and shall continue such execution for the full duration of the contract period and which may be extended either by grant of extension as per SBD or specifically as a result of a variation order as per SBD.

Where Initial Rehabilitation is to be undertaken, it shall commence from the start date and be completed within the time limit specified in the contract.

Whenever periodic renewal works are included in the contract or instructed by the employer, the construction time table shall be set outside of the months of the monsoon season, and the intended works completion date shall be confirmed in the instruction, in accordance with the provisions of SBD. No works shall be instructed for which the construction period would extend beyond the end of the Contract Period.

Similarly when instructions are issued by the Executive Engineer for carrying out any emergency work, start date will commence from the date of work order and intended completion date shall

be as mentioned in the work order.

The contract completion date shall occur at the conclusion of the Contract Period, but shall be deferred by any period for which defects pointed out by the engineer during contract period remain to be rectified. Any changes or extensions to this date will be confirmed from time to time, as necessary, by the Engineer. If contractor is not attending rectification of defects pointed out by the engineer within the time limit given in the notice or extension granted on the request of contractor action as per SBD will be taken.

3. Approval of Contractor's Designs and Proposals

The contractor shall be responsible for the design of all temporary works necessary for the execution of the works and maintenance including, inter alia, support of excavations support of tall and overhead structural elements during erection, provision of formwork for placing concrete, and for traffic management arrangements the Contractor shall submit full drawings and specifications of the proposed temporary works, to the Engineer, for his approval

The Engineer's approval shall not alter the Contractor's responsibility for ensuring that the Temporary Works are safe, complete, and fit for purpose.

The Contractor shall obtain approval of third parties to the design of the temporary works, where required.

If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing any extension.

The employer may, while the work is in progress, grant interim extension of time on the request of contractor, reserving the right to recover the liquidated damages and decide the quantum of liquidated damages as set out in SBD on completion of work taking into account the effect of compensation events and delay on the part of contractor.

4. Delays Ordered by the Engineer

The Employer may instruct the Contractor to delay the start or progress of any activity within the works.

5. Work and Inspection

The Contractor is solely responsible for ensuring that construction work {Initial Rehabilitation, Periodic Renewal emergency works) are carried out in accordance with the quality requirements of the contract documents. However, whenever the contractor anticipates covering up any work, he must notify the engineer in advance so that the Engineer has an opportunity to inspect and / or test the works to be covered.

In any case, the Contractor shall submit timely requests to the Engineer to give his approval of works which have been completed and which have successfully passed the specified tests, and for which certification for payment will be requested in the next Monthly Statement.. Otherwise, the Engineer may choose not to certify the works for payment

However, from time to time, the Engineer shall independently check the contractor's work and notify the contractor of any faults that are found, so that the contractor may correct them before

covering up or proceeding further. Such checking shall not affect the contractor's responsibilities. The engineer may instruct the contractor to uncover and test any work that the engineer considers may be faulty and which has been covered without due notice.

Routine Maintenance Work - The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains, culverts/ bridges to the required standards and keep the entire road surface and structures in defect free condition during the entire contract period. Various routine maintenance activities and their periodicity given in the contract data will be followed.

The routine maintenance standards shall meet the following minimum requirements:-

- a. Potholes on the road surface to be repaired soon after these appear or brought to his notice either during contractor's monthly inspection or by the Engineer, maximum within 7 days.
- b. Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- c. Cleaning of surface drains including reshaping to maintain free flow of water.
- d. Cleaning of culverts and pits for free flow of water.
- e. Any other maintenance operation required to keep the road traffic worthy at all time during the maintenance period.

6. Monitoring & Inspection of Routine Maintenance Works

To fulfil the objectives of Routine Maintenance the contractor shall undertake detailed inspection of the roads at least once in a month, and shall maintain a record of his inspection. The contractor shall forward to the engineer the record of inspection, together with details of the routine maintenance which has been carried out during that month. The engineer shall formally verify that, from his own inspections, if the condition of the roads is satisfactory he shall endorse the contractor's record of inspection by signature. The contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during the rainy season.

The Engineer may also monitor the condition of the roads on a "regular basis and shall draw the Contractor's attention to any aspect of maintenance which has been overlooked.

7. Extension of Routine Maintenance Period

If circumstances require the employer may reach agreement with the contractor to extend the period of routine maintenance beyond the period provided, up to the limit specified in the contract data, and such an agreement shall be formalized in writing and shall constitute a variation to the contract.

Payment during extended period shall be made at the rate applicable during the year proceeding the extended period.

8. Certification of Payments

Submission of Monthly Statement - At the end of each month subsequent to the start date, the contractor shall submit to the engineer a statement of the total value of the work and services that he has executed to date and which have been approved by the engineer in accordance with SBD and the scope of works, less the cumulative amount certified previously.

This monthly statement shall include the valuation of instructions, variation orders and compensation events. All such monthly payments will be by way of advance payments to be adjusted in the final Bill.

a) Routine Maintenance Works - for routine maintenance works, the contractor's statement shall be supported by a copy of the Contractor's Record of inspection for the month, which shall have been endorsed by the engineer as per SBD.

To consider the certification of payment for routine maintenance, the engineer shall determine whether the contractor has actually achieved compliance with the Service Quality Levels (or other requirements) specified in the Scope of Works and with reference to 100 point (hundred point) performance indexes assigned to various maintenance activities as specified in contract, and the engineer shall certify the amount to be paid to the contractor.

The payment for maintenance will be made once in 2 months @ 1/6 of the approved rate for the year subject to the above conditions. Before releasing payment for a particular road EE will see, with reference to 100 point (hundred point) performance index that contractor has attended required maintenance during that period on that road. If contractor has not attended maintenance work to the required standard **and performance index is below 80 points (eighty points) no payment will be released for that period even if such maintenance is attended in subsequent months. If performance index is between 80 to 100, proportionate deduction in payment will be made for each item/activity of the work not attended during that period. For performance evaluation and payment of routine maintenance individual road shall be the unit. No payment shall be made for part maintenance of a road.**

b) Construction Works - for the various construction works undertaken by the contractor the statement shall be supported by detailed measurement of all items of work executed during the preceding month and which have not already been certified for payment (together with any qualifying work which has not been included in any previous statement) earlier.

The extent or volume of the work executed shall be determined from independent measurements made by the Engineer, and the value of that work shall be calculated in accordance with the approved rates and shall be certified accordingly for payment.

Payment for Works for which no rate or price has been entered in the Bill of Quantities, will not be certified by the engineer as the cost shall be deemed to be covered by other rates or prices in the Contract (in case of item rate tender).

c) Certification - Within 14 days of receipt, the Engineer shall check the Contractor's Monthly Statement and shall certify the amount to be paid to the Contractor. The Engineer may delete or reduce the value of any item certified in a previous monthly statement, in the light of later, corrected, information.

The certification and payment of the final account shall be governed by the relevant clause of SBD

9. Liquidated Damages

For works other than routine maintenance - The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the SBD for the period that the Completion Date of the works mentioned in the agreement/NIT/Work order, is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the SBD. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the SBD. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities. The delay in departmental assistance ingrained in the contract will be duly taken into the account while recovering any compensation for delay. Decision of competent authority of WBSRDA in this regard shall be final.

If the Intended Completion date is extended without penalty after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

For Routine Maintenance – If contractor fails to attend maintenance work even after notice being served by the engineer, penalty at the rate of one thousand per Km. per week for the total length of the damaged road requiring maintenance shall be recovered. Delay beyond one month will be a cause for termination of contract.

10. Routine Maintenance during contract period and performance Index:

Maintenance operations during the period of contract shall be based on Chapter 11 of Rural Roads Manual (IRC:SP:20:2002). Its specific provisions and performance index are tabulated below :-

Routine Maintenance Activities and their frequency with performance index -

Sl. No.	Name of Item/Activity	Frequency of operations in the year	Performance Index
1	Restoration of rain cuts and dressing of berms as per clause 1902 of the Specifications.	Once generally after rains or as and when required).	10
2	Making up of shoulders as per clause 1903 of the Specifications.	As and when required	20
3	Maintenance of Bituminous surface road and / or gravel road and/or WBM road including filling pot holes and patch repairs etc. as per clause 1904, 1906 of the Specifications.	As and when required	50
4	Maintenance of drains as per clause 1907 of the Specifications.	Twice (In case of hill roads as and when required).	3
5	Maintenance of culverts and cause ways as per clause 1908 and 1909 of the Specifications.	Twice (In case of hill roads as and when required).	5
6	Maintenance of guard rails and parapet rails as per clause 1911 of the Specifications	Maintenance as and when required. Repairing once in a year.	
7	Maintenance of road signs as per clause 1910 of the Specifications.	Maintenance as and when required. Repairing once in every two years.	2
8	Maintenance of 200 m and Kilo Meter stones as per clause 1912 of the Specifications.	Maintenance as and when required. Repairing once in a year.	2
9	Cutting of branches of trees, shrubs and trimming of grass and weeds etc. as per clause 1914 of the Specifications.	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required.	3
10	White washing parapets of C.D. Works	Once in a year	2
11	White washing guard stones	Twice in a year	
12	Re-fixing displaced guard stones	Once in a year	
13	Repair of old joints sealant (CC joints)	Maintenance as and when required.	3

11. Specific activities to be performed and their mode of payment:

Specific activities to be performed and their mode of payment under 5 year maintenance contract are once again stated as below;

Initial Rehabilitation (Part-I) work consists of special repair of roads, strengthening of crust, raising of formation, additional openings in CD works etc. as per schedule attached and maintenance thereof during defect liability/maintenance period. Contractors are to quote rates keeping in view Rural Road specifications and relevant codes. The work done by the contractor will be measured and paid as per agreement. Quality control of this work will be made as per quality assurance manual of PMGSY work.

Routine Maintenance (Part – II) - work relates to **performance based** regular routine maintenance of roads as per IRC 82 and SP 20 section 1900 which includes, but not limited to, items specified in contract and other relevant clauses of the agreement. Contractor is required to survey the road regularly and attend repair works as and when required and keep the road in good traffic worthy conditions. He will also maintain CDs and Bridges during contract period. These works will be non-measurable and the contractor will be paid at per km/year rates given in the BOQ annexed to NIT plus/minus tender percentage subject to the provisions of contract, for such maintenance.

Payment for routine maintenance will be **performance based**. Performance indexes assigned to various routine maintenance items/activities are given in SBD (Routine maintenance activities and their frequency with performance indexes table). If performance of contractor during the period under consideration fulfils less than 80 out of 100 points, **no payment will be made to the contractor for that period**. If performance index is between 80 to 100, proportionate deduction in payment will be made for each item/activity of the work not attended during that period. Payment will be released once in 2 months @ 1/6 of the annual rate sanctioned, on the certificate of consultant/engineer that roads have been maintained as per agreement.

Renewal of bituminous surface (Part-III) work relates to renewal of bituminous surface of existing PMGSY roads as per schedule of items attached and maintenance thereof during entire contract period. Contractors are to quote rates keeping in view Rural Road specifications and relevant codes. Road stretch to be attended for renewal of bituminous surface and time limit will be intimated by the EE, PIU from time to time as per requirement by issue of work order. The payment for profile corrective course if required shall be allowed but limited to the provisions in the estimate. The work done by the contractor will be measured and paid as per agreement. Quality control of this work will be made as per quality assurance manual of PMGSY work.

Emergency works (Part-IV) - work relate to unexpected damages as a result of natural phenomena or any other cause as per Standard operating procedure of Post 5 years maintenance. for which schedule of work and time limit will be provided by the EE, PIU as and when required after getting approval of competent authority. This will include maintenance also during defect liability/contract period. Contractors are to quote rates keeping in mind Rural Road specifications and relevant codes. The work done by the contractor will be measured and paid as per agreement. Quality control of this work will be made as per quality assurance manual of PMGSY work.

Amount included in the tender for emergency work (Part-IV) is a provisional sum and contractor will have to carry this work as directed by the Engineer-in-charge.

.....THE END.....