



## WEST BENGAL HOUSING BOARD

(Estd. under W.B. Act XXXII of 1972)

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Memo .No:- 45 /JD(EW)-II/HB

Dated :- 14.12.2020

### NOTICE INVITING e-TENDER

NIT No :-WBHB/JD(EW)-II/NleT-04/2020-21

The Joint Director (EW)-II, West Bengal Housing Board, invites e-tender for the work detailed in the table below.  
(Submission of Bid through online).

SL. No.	Name of Work	Estimated Amount (Rs.)	Earnest Money	Cost of Tender documents(Non-refundable)	Period of Completion	Engineer-in-charge of the work	Eligibility of Bidder
i	<b>Name of work:</b> Sinking of 150mm dia PVC deep tube well with top enlargement of 200mm dia PVC Pipe including Supply and installation of Submersible Pump, panel board etc. at purbanna HP ..Maniktala under WBHB.	<b>Rs 5,87,042.00</b>	<b>Rs. 11,741.00</b> To be deposited in the mode of ONLINE (Netbanking / NEFT / RTGS) in favour of 'West Bengal Housing Board'..	<b>Rs.1000.00</b> (per set) to be deposited by the successful Bidder during formal agreement after issuance of LOA. Cost of Tender document is not required during participation in NIT.	1(One) month	Dy Director (EW) <b>Purbanna Housing Project</b>	Bonafide & resourceful outsiders fulfilling requisite eligibility criteria as stated in the NIT

1. In the event of e-filling, intending bidder may download the tender documents from the website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate & necessary earnest money/bid security should be submitted through online
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. 12.**  
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 found qualified by the Tender committee W.B.H.B. The decision of the Tender committee, W.B.H.B. 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 Joint Director (EW)-II, W.B.H.B. on the scheduled date and time.

4. **Eligibility criteria for participation in the tender.**

i) Bonafide & resourceful contractor's working in W.B.H.B. state P.W.D., C.P.W.D., railway, govt body having credentials for execution of similar nature/S&P works of satisfactory completed works valued at least 40% of estimated amount in a single contract during last five years. Or intending tenders should produced credentials of 2 (Two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(Five) years period to the date of issue of the tender notice, or Intending tenderes should produced credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desided value at i) above. In case of running works, only those tenderers who will submit the certificate of satisfactory running works 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 panel action has been initiated against the executed agency. i.e. the tenderer.

N.B. 1) Credential/completion certificate should contain a) Name of work (b) Name and address of Client (c) Amount put to tender, (d) Date of commencement of work (e) Date of completion of work (f) Reason for abnormal delay, if any (g) Final bill amount .

2)Credential certificate issued by the Executive Engineer or equivalent competent authority of a state/ central Govt, state / Central Govt, undertaking, statutory, autonomous bodies constituted under the statute of the Central / state Govt. On the executed value of work will only be taken as credential.

3) Payment Certificate will not be treated as credential.

ii) Copies of Income Tax Acknowledgement Receipt for the latest Assessment year / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan Card / GSTN are to be accompanied with the Technical documents [Non statutory Documents ]

iii) Successful bidder may 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 before issuance of work order [Non statutory Documents].

iv) The prospective bidder would also have **Provident fund enrolment No.** issued by appropriate authority[Non statutory Documents].

vii) The Partnership Firm shall furnish the registered partnership deed and the company shall furnish the **Article of Association and Memorandum**. [Non statutory Documents].

vii) In case of Proprietorship and Partnership Firms and Company should submit Balance Sheet & Profit and Loss A/c. and all schedules forming the part of Balance Sheet and Profit and Loss Account for the last 3 (three) years (year just preceding the current Financial Year will be considered as year-1). Balance Sheet and Profit and Loss Account including all schedules forming the part of Balance Sheet and Profit and Loss Account should be in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. **[Non Statutory Documents]**

viii) **Joint venture** will not be allowed to participate in the above NIT.

ix) 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.

5. a) Provision of drinking water, waste water disposal and solid waste management system for labour camps should be ensured. Proper sanitation facility should be provided for construction workers. Health and safety of the workers should be ensured during Construction and personal protective equipment like helmets, gloves, shoes, eye protective equipment for welders, etc. should be provided to the workers.
- b) 15 m screen and adequate sprinkler arrangement shall be provided to arrest the dust particles of the materials being used for the construction purpose. Care should be taken to keep all material storages adequately covered and contained so that they are not exposed to winds and not created any adverse effects on neighbouring communities.
6. Agencies shall have to arrange land for erection for storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site.
7. 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 (latest 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 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. All the clauses and additional conditions incorporated in **WBHB Tender Form** in connection with the issue of Departmental Materials and Machinery will not be applicable in this contract.
8. **Constructional Labour Welfare Cess @ 1(one) %** of cost of construction may be deducted from every Bill of the selected agency. Royalty & all other statutory levy/Cess will have to be borne by the contractor & the rate in the schedule of rates is inclusive of all such taxes and cess as stated above.
9. **Adjustment of Price( increase or decrease) shall not be applicable for the proposed work.** Since B.O.Q. for the works under this N.I.T. is based upon the P.W.D(W.B) schedule of Rates 2017 ,with latest amendment/corrigendum the bidders shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and / or price adjustment will be allowed by the department thereto under any circumstances.
10. **No Mobilisation Advance and Secured Advance** will be allowed.
11. Bids shall remain valid for a period not less than **120 (One hundred twenty) 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.

12. Important Information :date & Time schedule

Sl.NO.	Particulars	Date & Time
1.	Date of uploading of N.I.T. and Bid Documents (online) (Publishing Date)	14.12.2020 at 16.00 Hrs
2.	Date & time of start of downloading Bid Documents (Online)	14.12.2020 at 16.00 Hrs
4.	Date & time of start of Bid submission (On line)	24.12.2020 at 11.00 Hrs
5.	Date & time of closing of Bid Submission (On line)	02.01.2021 at 11.00 Hrs
6.	. Date & time of Bid opening for Technical Proposals (Online)	04.01.2021 at 11.00 Hrs
7	Date of uploading list of technically qualified bidders (online)	To be notified after evaluation of Technical Bid.
8	Date & time of Bid opening for Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Bidders

13. Clause No. 25 of Conditions of Contract of the Tender Form of WBHB relating to settlement of disputes has been modified as follows : -

"Clause 25 - Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter:

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

1	Secretary, Housing Department, Government of West Bengal	Chairman
2	Housing Commissioner, West Bengal Housing Board.	Member
3	Director (Engineering), West Bengal Housing Board.	Member Secretary and Convenor
4	F.A.-cum-C.A.O., Finance Wing, West Bengal Housing Board.	Member

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

14. Prospective bidders shall have to execute the work in such a manner so that appropriate service level of the Tube well & pump is to be maintained up to a period of 1 (One) year from the date of successful completion of the work to the entire satisfaction of Engineer-in-Charge. If any defect/ damage is found during the period as mentioned above the contractor shall make the

same good at his own expense to the specification at par with instant project work, or in default, the Engineer-in-charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to the contractor or from his security deposit. Refund of Security Deposit will only be made on expiry of defect liability period.

**Clause No. 17 of the conditions of contract of the Tender Form of West Bengal Housing Board** has been modified accordingly.

15. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
16. **Earnest Money** : The amount of Earnest Money @ 2% (two percent) of the Estimated amount put to tender for the work is to be submitted in the shape of Bank Draft/Pay Order of any nationalized/scheduled bank drawn in favour of '**WEST BENGAL HOUSING BOARD**' against the work. This clause is applicable for all categories of applicants. Earnest money so deposited by the successful tenderer shall on issuance of work order be automatically converted into part security money and a balance of 8% of amount of each running account bill shall have to be deducted to make it a total 10 % of security deposit of the work.
17. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting e-Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
18. The Tender Inviting Authority reserves the right to reject any application for participating in bidding process and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at the stage of Bidding.
19. **Refund of EMD**: The Earnest Money of every technically disqualified Tenderer as well as that of every technically qualified tenderer other than L.1 (i.e. 1<sup>st</sup> lowest tenderer) and L2 (i.e. 2<sup>nd</sup> lowest tenderer) tenderers shall be refunded to him within 3 (three) days after the comparative statement has been prepared and approved.

- The Earnest Money of L2 Bidder shall be refunded to him within 3 (three) days after L1 Bidder has accepted the LOI (i.e. Letter of indent)
- The Earnest Money of L1 Bidder shall, after he has accepted the LOI (i.e. Letter of Intent), be credited to the account of WBHB as 2% security deposit of the work.
20. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' (ITB) and various conditions in "Conditions of Contract", "Special Terms & Conditions" & other bidding documents before tendering the bids.
  21. No Conditional/ Incomplete tender will be accepted under any circumstances.
  22. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 or the notifications thereof or any other laws relating thereto and the rules made and order issued thereunder from time to time pursuant to **Clause 3** of "Conditions of Contract".
  23. **Guiding schedule of rates:** : Schedule of rates of P.W.D.2017 for Building, Sanitary & Plumbing & Electrical works, materials and labour and PW(RDS) & for Electrical works P.W.D Schedule of Rates (2017 ) with latest Amendment/ will be applicable on the date of issue of this notice with latest addenda corrigenda. Rate of items which are not available in above Schedule of Rates has been derived by proper analysis of rate based on market price.
  24. In case of ascertaining the authority of the intending bidders at any stage of tender process or execution of work, necessary registered irrevocable power of attorney in original is to be produced for verification as and when asked for by the Tender Inviting & Accepting Authority / Engineer -in-Charge.
  25. During the scrutiny, if it comes to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be outrightly rejected without any prejudice. The Tender Inviting Authority reserves the right to cancel the N.I.T. due to unavoidable circumstances without assigning any reason, whatsoever, to the bidders and no claim in this respect will be entertained.
  26. In case if there be any objection regarding Prequalifying the Agency, that should be lodged to the Chairman, Tender Evaluation Committee 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 Evaluation Committee.
  27. During the process of scrutiny of tender document, the tender inviting authority or his authorized representative may verify the credential and other related documents as submitted by the Bidders with the original, if necessary. After verification, if it is found that the documents submitted by the Bidders is either manufactured or false, the bid submitted by the Bidder will be summarily rejected and the Earnest Money deposited by the bidder will be forfeited by the Tender Inviting Authority without assigning any reason thereof.
  28. The set of Tender/Bidding Documents comprises the documents listed below :
    - i) Notice Inviting Tender with all addenda & corrigendum, if any.
    - ii) Instruction to Bidders (Section-1),
    - iii) Filled up forms of Qualification Information (Section-2),
    - iv) Printed WBHB Tender Form,

- v) Special Terms & Conditions (Section-3),
- vi) Bill of Quantities (BOQ),
- vii) Contractor's Bid (Documents furnished by Contractor),

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

- i) Agreement,
- ii) Letter of Acceptance, Notice to proceed with the work (i.e. Work Order),
- iii) Contractor's Bid,
- iv) Contract Data,
- v) Printed WBHB Tender Form including Special Terms & Conditions,
- vi) Technical Specifications,
- vii) Bill of Quantities(BOQ),

30. **Qualification criteria.**

The tender inviting & Accepting Authority through a 'Tender Evaluation Committee' will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding :

- a)Financial Capacity.**
- b)Technical Capability**
- c)Experience/Credential.**

The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized.. If any document submitted by a bidder is found either manufactured or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice with forfeiture of earnest money forthwith or will be debarred from participation in any tender within the jurisdiction of WBHB for a period of 1 (one) year or more as deemed fit by the Tender Inviting authority.

31. "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, uploading such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1998".

**Joint Director (EW)-II,  
West Bengal Housing Board**

Copy forwarded for kind information to :-

1. Housing Commissioner, WBHB
- 2 . JHC & Secy., WBHB
3. Director (Engg.),WBHB
4. FA-Cum-CAO,WBHB
5. CA-Cum-AP,W BHB
6. JD(EW)-II/V/III/IV/(E.P.)/(EEW) / Slg. ,WBHB
7. L.A.O./ASC-I, WBHB with the request to publish the Notice in BOARD's Web site.
8. DD(EW) Purbanna H.P, WBHB
9. . Estimator under JD(EW)-II,WBHB.

**Joint Director (EW)-II,  
West Bengal Housing Board.**

# **WEST BENGAL HOUSING BOARD**

## **SECTION - 1**

### **INSTRUCTION TO BIDDERS**

#### **General guidance for e-tendering**

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

1. **Registration of bidder**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled and registered with the Government system through log In on to <https://etender.wb.nic.in> (or on the web portal of West Bengal Housing Board). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. **Digital Signature Certificate (DSC)**

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

3. **Collection of Tender Documents**

The Bidder can search & download NIT and bid documents electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of tender documents.

4. **Participation in work**

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

5. **Submission of Bids**

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

**A. Technical proposal(Tech file)**

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

**A-1. Statutory Cover Containing**

- i. Prequalification Application as per format given in **Sec-2, Form – I**(Qualification Information).
- ii. Earnest money against the work in favour of **West Bengal Housing Board**.
- iii. Financial Statement as per format given in **Sec-2, Form – II**(Qualification Information).

- iv. Affidavits -format for general affidavit shown in “Y” Section-2.
- v. Printed Tender Form of WBHB, NIT with all agenda & corrigendum and Instruction to Bidders (Section-1) to be uploaded duly Digitally Signed. ( Rate is to be quoted only in the B.O.Q. under Financial Bid. In case of quoting of any rate in Printed Tender Form, the tender will be summarily rejected).
- vi. “Qualification Information” as per format given in Section-2( “Special Terms & conditions”(Section-3), “

**A-2. Non statutory Cover Containing**

- i. Professional Tax(PT) deposit receipt challan, PAN Card, IT Return / Saral for the latest Assessment year , GSTN
- ii. Provident Fund Enrolment No.
- iii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum. iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Balance Sheet and Profit & Loss A/c for the last three years(year just preceding the current Financial Year will be considered as year-I).
- vii. Credential for completion of at least i)one similar nature of work under the authority of state/ central Govt., Statutory Bodies under State/Central Govt. constituted under the statute of the state/ state Govt. having a magnitude of **40(Forty) percent** of the Estimated amount put to tender during the last 5(five) years prior to the date of issue of this NIT. Or intending tenders should produced credentials of 2 (Two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(Five) years period to the date of issue of the tender notice, or Intending tenderes should produced credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desided value at i) above is to be furnished (**Section – 2, Form – VI**). Scanned copy of Original Credential Certificate as stated in 3(i) of NIT is to be furnished.

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

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

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A	Certificate(s)	Certificate(s)	1. G S T N 2. PAN, 3. Latest P. Tax (Challan) 4. Latest IT Return/ Saral for AY 2018-19 6. Provident Fund Enrolment No.
B	Company Detail(s)	Company Detail - 1	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. Limited Company (Incorporation Certificate, Trade License) 4. Society (Society Registration Copy, Trade License)
			5. Power of Attorney.
C	Credential	Credential – 1  Credential – 2	1. Sinking of Tube-well /S&P work done & completion certificate which is applicable for eligibility in this tender. 2. Enlistment certificate issue by
F	Financial Information		1. Financial Statement (Section – ‘2’, Form – II) 2. Affidavits –Affidavits - Y. 3. Certificate of revolving line of credit by the Bank.
		P & L A/c.and Balance Sheet for the FY 2018-19.	P & L A/c. and Balance Sheet (with Annex.
		P & L A/c.and Balance Sheet for the FY 2017-18	P & L A/c. and Balance Sheet (with Annex.
		P & L A/c.and Balance Sheet for the FY 2016-17	P & L A/c. and Balance Sheet (with Annex.

**B. Tender Evaluation committee (TEC)**

**i. Opening and evaluation of tender :-**

If any tenderer is exempted from payment of EMD, copy of relevant order needs to be furnished.

**ii. Technical proposals will be opened jointly by The Joint Director(EW)-I and any other Engineer Officer(s) of WBHB (holding DSC) electronically from the web site using**

their Digital Signature Certificate.

- iii. Intending tenderers may remain present, if they so desire.
- iv. Cover (folder) statutory documents (vide Cl. No. 5.A-1) should be opened first and if found in order, cover (Folder) for non- statutory documents (vide Cl. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents, the tender will summarily be rejected.
- v. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee.
- vi. Bid opening summary of the Technical Bid is then uploaded to send email to all the participating Bidders.
- vii. Pursuant to scrutiny and decision of the Tender Evaluation Committee, the summary list of Qualified & Non-qualified Bidders for the work (mentioning the serial number) will be uploaded in the web portals.
- viii. While evaluation, the committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

### **C. Financial proposal**

- i. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ), the contractor is to quote the rate (percentage Above/ Below/ At par) online through computer in the space marked for quoting rate in the BOQ.
  - ii. Only downloaded copies of the above documents are to be uploaded virus scanned and Digitally Signed by the contractor.
6. Financial capacity of a tenderer will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.T. and to be derived from the information furnished in FORM-I and II (Section-2) i.e., Application (for Pre-qualification) and Financial Statement. If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a Scheduled Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Tenderer, the Tenderer will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Engineer-In-Charge/ Employer.
- The audited Balance sheet for the last Three years, net worth bid capacity etc. are to be submitted which must demonstrate the soundness of Tenderer's financial position, showing long term profitability including an estimated financial projection of the next two years.

### **7. Penalty for suppression / distortion of facts**

Submission of false document by tenderer is strictly prohibited and in case of such act by the tenderer the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

### **8. REJECTION OF BID**

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to

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

9) **Opening of Financial Bid**

- a) Financial proposals will be opened by the Joint Director(EW)-II along with other authorised Engineer Officer(s) of WBHB electronically as per schedule date, time place.
- b) After opening of Financial Bid if situation demands, the Joint Director(EW)-II, WBHB may call off-line open Bid among the Bidders to lower down the offer rate further.

10) **Award of Contract**

The Tenderer whose Bid has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract. The Agreement in Printed Tender Form will incorporate all necessary documents e.g. LOA, N.I.T.with all addenda-corrigendum, Instruction to Bidders(Section-1), different filled-up forms (Section –2), special terms and condition (Section – 3), Contractor's Bid & B.O.Q. and the same will be executed between the Tender Accepting Authority and the successful Tenderer.

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

**Joint Director(EW)-II,  
West Bengal Housing Board.**

# **WEST BENGAL HOUSING BOARD**

## **SECTION – 2**

### **QUALIFICATION INFORMATION**

#### **FORM - I**

#### **PRE-QUALIFICATION APPLICATION**

To  
The Joint Director (EW)-II  
West Bengal Housing Board.

Ref:- Tender for ..... (Name of work)  
.....

.....  
..... [N.I.T. No .....]

Dear Sir,

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

The application is made by me / us on behalf of ..... In the capacity..... duly authorized to submit the same.

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

We are interested in bidding for the works given in Enclosure to this letter.

We understand that:

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

#### **Encl:- e-Filling:**

1. Statutory documents.
2. Non statutory documents.

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

Date:-

[14]

**SECTION – 2**  
**AFFIDAVIT**  
**– “X”**

(To be furnished in Non – Judicial  
Stamp paper  
of appropriate value duly  
notarized)

Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Tender No. and Tender Inviting Authority	Tendered Amount	% of work executed	Sl. No.	Name of the work with Tender No. and Tender Inviting Authority	Tendered Amount

Date \_\_\_\_\_

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

## **SECTION - 2**

### **AFFIDAVIT – “Y”**

**(To be furnished in Non – Judicial  
Stamp paper of appropriate value  
duly notarized)**

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

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

Date \_\_\_\_\_

**SECTION-2**  
**APPENDIX – A**

**DECLARATION BY THE TENDERER**

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein along with the drawing attached. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction as per drawings referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools and plants, at my/our cost required for the work.

**Date -----**

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

## **SECTION – 2**

### **Form - II FINANCIAL STATEMENT**

Information of audited financial statements for the last year to demonstrate the current soundness of the Bidder's financial position:

1. The Bidder's Net Worth for the last year Calculated on the basis of Capital, profit and free reserved available to the firm should be positive.
2. Bidder's, who meet the minimum qualification criteria, will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A/Nx2 - B) where

A= Maximum value of engineering works in respect of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The projects include turnkey project/item rate contract/Construction works.

N= Number of years (i.e.year) prescribed for completion of the works for which bids are invited (Less than 6 months will be treated as half year).

B= Financial Liability of the bidder to be incurred for existing commitments and on-going works during the period of the subject contract.

#### **To Calculate the value of "A"**

- i) A table containing value of Engineering works in respect to Projects (Turnkey projects/item rate contract /Construction works) undertaken by the bidder during the last 5 years is as follows:

Sl. No.	Year	Value of Engineering Works Undertaken w.r.t. projects (Rs. In Lakh)
1.	Year - 5	
2.	Year -4	
3.	Year - 3	
4.	Year - 2	
5.	Year - 1	

- ii) Maximum value of projects that have been undertaken during the F.Y. .... out of the last 5 years and value thereof is Rs. .... Lakh (Rupees.....). Further, value updated to the price level of the year indicated in Table is as follows:

Rs. .... Lakh X ..... (Updation factor as per table annexed) = Rs. .... Lakh (Rupees .....).

**Table indicating The factor for the year for updating to the price level is indicated as under :**

Sl. No.	F.Y./Calendar year	Updation factor
1.	Year - 1	1.00
2.	Year - 2	1.05
3.	Year - 3	1.10
4.	Year - 4	1.15
5.	Year - 5	1.20

- iii) Net worth for the last year of ..... (name of the company) is ----- .

\_\_\_\_\_  
(Signature, Name & Designation of Authorised Signatory)

For & on behalf of -----  
-(Name of Applicant).

\_\_\_\_\_  
Name of the Statutory Auditor,s Firm :

Seal of the Audit Firm :

\_\_\_\_\_  
(Signature, Name, Designation and Membership No. of authorised signatory).

**To calculate the value of “B”**

3. A table containing value of all the existing Commitments and on-going workings to be completed during the next ..... years (prescribed time for completion of the works for which Bids are invited) is as follows:

Sl. No.	Name of Work / project	Name of Employer	%age of Participa- tion of Bidder in the work/ Project	Stipulated dates of start & comple- tion	Value of Contract as per agree- ment (Rs.)	Value of Work com- pleted (Rs)	Balance value of work to be com- pleted (Rs.)	Antici- pated date of Com- pletion	Financial Liability to be incurred for the said work / project during the period of the subject contract (Rs.)
1	2	3	4	5	6	7	8	9	10

.....  
.....  
Signature, name and designation of  
Authorised Signatory

For and on behalf of  
.....(Name of the  
Applicant)

- Note:**
- All the documents to be submitted in support of Financial Statement must be duly signed and sealed by the applicant/bidder and authenticated by Statutory Auditor’s firm.
  - In case of a Joint Venture, Lead Member of such joint venture shall be required to meet 60% of required Bid Capacity and each of the Joint Venture Members shall be required to meet at least 30% of requirement of Bid capacity. Bid Capacity of all the members in total should be at least 100% of required Bid Capacity.

SPECIAL SPECIFICATION OF BORING FOR DEEP TUBE-WELLS.

Selection of site.

1. Pin-point for siting the tubewell be shown to the contractor by the Engineer-in-charge or his representative. The Board, however, reserves the right to change the pin-point previously shown to the contractor and the contractor shall be entitled to claim for change of site, provided that the contractor has actually incurred on such a site any expenditure in moving his machinery and/or construction materials in executing any portion of the work. In case the contractor is entitled to payment for the aforesaid reason such payment shall be made on the basis of analysis by the Joint Director(EW)-III. The decision of Joint Director(EW)-III on such matter shall be final and binding.
- 1.1. It will be contractor's responsibility to collect water for boring operations and contractor should also make reasonable arrangements for disposal of the water from the tubewells during boring and developing the tubewells at his own cost. No extra payment will be made on this account and cost of such work shall be deemed to have been included in the rates quoted against relevant items of the schedule of items of works.
- 1.2. No departmental source of sparable water is available locally, and the contractor shall arrange for other suitable source of water for procurement, for which no extra claim will be entertained.
- 1.3. The space of operation will be available for the use to the contractor till the final yield test of the tubewell is carried out. After the completion of the work, the contractor shall remove all plants and machinery, and all ancillary structures and shall make good (to the extent feasible and reasonable) and damage to lands which might have been caused to such lands.
- 1.4. The Contractor shall have to furnish in writing to the Engineer-in-charge, a programme of boring of the tubewells within a week of taking over of the pin pointed site. Modifications of the programme, if any can be made by the Engineer-in-charge in consultation with the contractor.

2. Boring.

- 2.1. The method of boring shall be as stipulated in the specific schedule. Variation of method is not allowed without specific instructions of the Engineer-in-charge and even if such variation is approved by the E.I.C., no extra claim of the contractor shall be entertained.
- 2.2. Bentonite clay should not be normally used during boring operation. In exceptional cases it can be used with the consent of the E.I.C., but the contractor shall remain liable, at his cost and risk, to remove all traces of the Bentonite clay during development of the tubewell.
- 2.3. If the contractor uses higher diameter casing pipe/drilling bits than stipulated in the schedule for facility and/or other reasons, no additional claim under any such circumstances shall be entertained. Increase of volume of shrouding this account shall not constitute any extra claim.

3.0. Selection of strata for fixing strainer :-

Contd.....2/

- 3.1. Selection of strata for fixing strainer may be ascertained by Electrical logging and other tests as will be found necessary by Ground Water Board or by the E.I.C. Electrical logging test and report on subsoil water shall be prepared by the Ground Water Board or such other agency with necessary technical knowledge approved by the Engineer-in-charge.
- 3.2. Advices of Ground Water Board or the selected agency stated in 3.1. above, regarding selection of strata to be tapped may be taken by the Engineer-in-charge. However the Engineer-in-charge will finalise the strata where strainer is to be fixed.
- 3.3. The contractor shall have to contract and to keep liaison with the Ground Water Board or the agency selected as in Para 3.1 as and when so directed by the E.I.C. and to make at his (contractor) own cost necessary arrangements for electrical logging and sieve analysis of samples as per ISI specifications.
- 3.4. If satisfactory water bearing strata are found before reaching the depth as specified in the schedule of items, it will be at the opinion of the E.I.C. to stop the work of boring further and to order for the lowering of the pipes and filter (strainers) at these strata. No claim or compensation for the less value of work actually done than stipulated in the tender shall be entertained.
- 3.5. If in the course of drilling suitable water bearing strata of inadequate depths are met with at different layers, the filters (strainers) may be required to be placed in the parts in different layers. This will be decided by the Engineer-in-charge and his decision in this regard shall be final. This will not however, absolve the contractor from the guarantee of the yield.
- 4.0. Samples of underground formation :-
- 4.1. Samples of underground formation shall have to be collected by the contractor from the drilled materials at every 3 metre interval and at every change of layer. The collected samples must be put in samples boxes with depth records and shall be presented to the Engineer-in-charge or his representative.
- 4.2. When rotary drilling is adopted, lowering of drilling rods should be stopped for assort while circulation of water plain or mixed should be continued so that the samples of strata from the correct depth may be collected, cleared and preserved.
- 4.3. Installation of tube well Assembly :-
- 5.0. During drilling operation the representative of the Engineer-in-charge shall remain present at the site and take log records of strata encountered and the final log chart shall bear the signature of the representative of the contractor and the Engineer-in-charge. After drilling the Bore and examining the log chart the contractor shall design the tubewell assembly and the design shall be submitted for approval to the representative of the E.I.C. and as a taken of acceptance, the design assembly chart shall bear the signature of the E.I.C. or his representative as well as that of the representative of the contractor. It is only thereafter the contractor shall start lowering the assembly inside the bore. A representative of the E.I.C. shall submit both signed by himself and by the contractor to the E.I.C.

- 5.1. The record that assembly as per design has been lowered in his presence. In case of any difference of opinion about the design of the tube-well assembly, the decision of the E.I.C. shall be final.
- 5.2. The tubewell assembly shall be composed of :-  
a) Housing Pipe.  
b) Tubewell pipe.  
c) Filter.  
d) Reducer.  
e) Section plug.  
f) Top cap.
- 5.3. The Housing pipe shall be placed vertically inside the bore and tolerance of not more than 10 cm. will be permitted as deviation from the plumb otherwise the tubewell will be rejected. The vertically test must be arranged for by the contractor at his own cost with standard equipments. Housing pipe should be erected in such a manner that it should be 700 mm. above ground level with 75 mm. tolerance.
- 5.4. The verticality shall be checked immediately after the Housing pipes are installed, but prior to commencing the gravel filling.
- 5.5. Depending on the sub-strate formation, the tubewell assembly may have to be composed with non-standard length of pipes both for housing, tubewell pipes and for filter portion. The contractor will be paid for these assemblies of pipes etc. according to the actual length used in the assembly and lowered in the bore hole.

No extra claim for pipes, packing threads and/or welding etc. will be entertained. This would be deemed to have been included in the relevant items of work.

6.0. Gravel shrouding.

- 6.1. After the tubewell assembly has been placed in position within the well bore, gravel has to be inserted into the annular space between well pipe and well bore. The contractor shall arrange for gravel shrouding with gravel hard, well rounded with uniformity co-efficient of 2 or less.
- 6.2. The best quality quartzite gravel of size finally approved by the E.I.C. shall be used after cleaning and removed of all foreign materials.
- 6.3. Shrouding with gravel will start from the bottom most point of bore and continue upto the bottom of the housing pipe. Minimum thickness of shrouding around the strainer and well pipe should be 6.5 cms. Remaining portion of the annular space between the well pipes and the well bore is to be packed with balls of puddled clay.

7.0. Development of the Tubewell :-

- 7.1. After lowering of the tubewell assembly in the manner as aforesaid the tubewell shall be fully developed. Complete development means carrying the developmental work to the point and in such a manner that the well can be pumped at any rate within its maximum yield without pumping sand. It must be clearly understood that the process of developing is distinctly different from the process of clearing.

Full development will envisage :-

Contd.....4/

- a) Removal of all bridging of sand in water bearing formations.
- b) Agitating the water inside the well and reversing the rate and direction of flow.
- c) Clearing of sediments and oil out of the bottom plug.

7.3. The well shall be developed either by surging including washing and agitating, or by pumping and back washing with an air lift.

7.4. The following procedures shall be strictly adhered to during development :-

- a) Air surging by Air Compressor shall be intermittent and not continuous. Air shall be sent for ten minutes at a stretch followed by an equal period of shut down.
- b) After removal of the silty material, preferably a 6" dia turbing pump of the contractor shall be lowered into the tubewell and surging by pump shall also be conducted. In the same manner as in the case of Air compressor to remove any remnants of silty materials. Pumping shall be sufficiently prolonged before the acquit performance test is conducted. So that the well may be cleared off all fine materials to give the maximum yield of water with a minimum draw down.
- c) The development shall be considered as complete when the discharge of water is not less than 20 percent in excess of the rated discharge and the depression is not more than 50 percent higher than normal depression at which the tubewell is later pumped on continuous duty and the water is free from sand, provided further that during operational test run a tolerance of 10 ppm of sand by volume in a sample collected after an hour of continuous run, shall be allowed.

7.5. The developmental work shall be done in stages and shall proceed from the bottom upwards. The length of Airline and dropline should be so designed as to allow development operations to commence from within 600 mm of the bottom of the filter and progressively adjusted until the development is completed for the formation just below.

8.0. Yield.

8.1. The sand free yield from the tubewell should not be less than 8000 gallons of water per hour with depression not exceeding 2 metre.

9.0. Yield test :

9.1. After full development of the tubewell the contractor has to give pumping test as provided in the Schedule of item and for this purpose he is to pump from the well continuously for period of not less than 8 hours, a day for 3 days in succession of the rate of the yield as attained on full development and the following tests shall be conducted in presence of the E.I.C. or his authorised representative and results recorded.

- a) Static level measured by Direct Method.
- b) Discharge measured by use of orifice.
- c) Depression at the rated yield.
- d) Recuperation Test.

Contd.....5/



AS 211/

- 9.2. Pumping at a lower rate and assuming that full specified quantity will be available with a greater depression will not be accepted.
- 9.3. The yield of the tube-well will be measure by ~~manifist~~ reading being taken every half an hour for a period of six hours. The measuring device has to be supplied by Contractor free of hire charges or any other costs. The cost for giving the yield tests and also the cost of removing all pipes, and also the cost for supplying, fitting removing all pipes, specials, valves etc. after the test is over would be deemed to have been included in the item of yield cost and no extra claim will be entertained on this account.
- 9.4. The contractor shall arrange for collection of water draw from the tube-well in specified water bottles for chemical and bacteriological test of water sample. Collection of water sample shall be done in presence of the representative of E.I.C. or any other person specifically deputed for the job. Water bottles after collection of water samples shall be corked and sealed and shall be sent to the approved test Laboratory for analysis and report.

The cost and charges of such collection and test of water samples shall be deemed to have been included in the quoted rate of the Contractor.

10. Successful tube-well.

- 10.1. A tubewell shall be considered successful if during operational yield test the Engineer-in-Charge is satisfied that the expected discharge as per provisions under S.I.B.I has been made available after full development with the minium drawdown and sustained supply of sand free quality of water can be derived from the tubewell.
- 10.2. After completion of the tube-well, contractors shall submit a graphic chart drawn to scale in ink, in triplicate to the Engineer-in-Charge, showing the precise location of the tube-well, nature on depths of underground formations (Classified as per ISI standards) as actually bored and the depth, dimensions and location of filter (Strainers), well pipes and housing pipes including the stable discharge in gallons per hour with draw down in metre and static water level etc. For tubewells to be operated by pumps one copy of the chart shall be mounted on wooden frames polished or painted with glass on top (like a photogramme) including hooks for hanging as per direction of E.I.C.

11.0. Unsuccessful tube-well :-

- 11.1. The tube-well shall be considered unsuccessful by the EIC when during the operation yield test the conditions enumerated in para 10.1 above are not fulfilled.
- 11.2. If by boring be suitable water bearing formation be available and the tube-well is to be abandoned, the contractor may be asked by the E.I.C. in writing to abandon the tubewell. Under such circumstances, the E.I.C. shall prepare full details of the work actually done by the contractor upto the point of order of abandoning the tube-well.
- 11.3. The details of work done on such abandoned tubewell should be jointly signed both the contractor and by the E.I.C.
- 11.4. Payment for such abandoned or unsuccessful tubewell shall be regulated in the following manner :-

(a) Tubewells abandoned on account of water bearing strata, being not encountered upto and 50 metre beyond the contractual depth of boring full boring charge at the accepted contractual rates plus a lump sum of Rs.200/- (Rupees two hundred) only for carriage of materials to another site if any allotted will be made. If however, no new site is allotted, the contractors will not be entitled to any extra carrying charge.

(b) Tubewells abandoned on account of hard stratum being encountered before reaching the stipulated depth of boring no payment shall be made if the contractor has failed to bore through the hard stratum to reach the designed depth. If however, the Joint Director is satisfied that the physically not feasible to be bored through ever with special tools, he may in his absolute discretion consider the question of and quantum of payments, if any, to be made in such cases. Decisions of the Jt. Director shall be final and binding.

(c) Tubewells etc. abandoned due to high salinity of their yield as is for human consumption full payment for the works done at the accepted contractual rates will be made. The contractor may be required to take out such tube-well and payment shall be made for withdrawing such unsuccessful tubewells as far as practicable @ Rs. 7.00 per meter of tubewell assembly irrespective of diameter and L.S. Rs.1,000/- for dismantling, handling and stacking the materials within the premises as directed.

(d) If the yield of the tubewell after full development falls below minimum as prescribed in para 8.1 the tube-well may at the sole discretion of the E.I.C. be treated as partially successful, depending on the quantity of water which will not be less than the minimum specified in para 8.1 by more than 40% and may be accepted as per discretion of the E.I.C. whose decisions on the matter shall be final.

(e) Abandonment of tubewells caused due to any other factors even when suitable water bearing aquifers have been met and selected no payments shall be made and the contractors will be free to withdraw the tubewell at their own cost if the parts constituting the tubewells assembly have been supplied by them.

## 12.0. Warranty.

12.1. For a period of 6 months after the completion and acceptance of the work the contractor shall be responsible for any defects which may under proper use, develop from construction design or workmanship of the work including defects in materials supplied by the contractors, erection and installations and the contractor shall remedy all such defect at their own cost when called upon to do so.

## 13.0. TERMS OF PAYMENTS :-

13.1. On account payment will be made only after the tube-well has been installed and the tubewell has started to yield sufficiently. Final bill will be paid on satisfactory completion of the work in all respects i.e., after the removal of plant and materials (both the contractor and department) while 10% will be retained as Security Deposit which will be paid after the maintenance period is successful over.

13.2. If the contractor after completion of work delay in removal of machinery and equipments from the site even after a week of the completion of the work for any reason whatsoever and such delay is not condoned by the E.I.C. on cogent reasons, then the contractor shall render himself liable for recovery from his dues an amount equal to Rs.150/- per day for the days of delay beyond the initial one week upto the maximum amount of such recovery to the 10% (ten percent) of the tendered amount.

14.1. If actual developmental work is not commenced within fifteen days from the date of lowering of well assembly then contractor shall render himself liable for recovery from his dues an amount equal to Rs.150/- per day for the days beyond initial fifteen days upto the maximum amount of such recovery to the 10% of the tendered amount subject to further that if after development during the delayed period as mentioned above, yield falls below the minimum specified in para 8.1 by not more than 40% then then further deduction of Rs.2,000/- per thousand gallans of yield falls short of minimum will be made in addition to action under para 11.4 (d).

- 4.2. If actual development work is not commenced within one hundred days from the date of lowering of well assembly, the Joint Director concerned may in his absolute discretion consider the question of rejection of the well as a whole and in that case no claim of the contractor in any form will be accepted.
- 5.0. Rates quoted by the tenderer would be deemed to be inclusive of all taxes and duties and charges and sales tax on works contract.
- 6.0. The contractor shall not deviate from the specifications or execute any extra work of any kind whatsoever except upon the authority of the E.I.C. or his authorised representative to be sufficiently shown by any order in writing or a drawing or plan expressly given and signed by the E.I.C. claim for other deviations and/or extra work, if any, not supported by adequate written authority or order of the E.I.C. shall not be entertained.
- 7.0. Any authority given by the E.I.C. for any alteration or additions to or commission from the work shall not vitiate the contract but all such alternations, addition and commission shall be duly carried out by the contractor as a part of contractual obligation.

Deputy Director(EW)

W.B.H.B.



Government of West Bengal  
Finance Department  
Audit Branch

No. 3975-F(Y)

Dated, 28<sup>th</sup> July, 2016

**MEMORANDUM**

**Sub: Online receipt and refund of EMD of e-procurement through State Government e-procurement portal**

The State Government procurement portal has already been integrated with the Payment Gateway of ICICI Bank for deposit of EMD and other fees by the bidders participating in e-procurement.

Now, in cancellation of this Department Memorandum No. 1526-F(Y) dated 18.03.2014, the Governor is pleased to prescribe the following procedure to be adopted for deposit of EMD / Bid Security related to e-procurement of the State Government Departments and its subordinate offices, PSUs, Autonomous and Local Bodies, PRIs, etc

**1. Login by bidder:**

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

**2. Payment procedure:**

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

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

b) Payment through RTGS/NEFT:

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

3. Refund/Settlement Process:

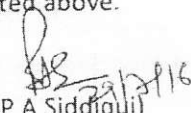
- i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L<sub>1</sub> and L<sub>2</sub> bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L<sub>2</sub> bidder should not be rejected till the LOI process is successful.
- iv. If the L<sub>1</sub> bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L<sub>2</sub> bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L<sub>1</sub> bidder is uploaded to the e-Procurement portal by the tender inviting authority.

- v. As soon as the L<sub>1</sub> bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –
- EMD of the L<sub>1</sub> bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L<sub>1</sub> bidder.
  - EMD of the L<sub>1</sub> bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L<sub>1</sub> bidder.
- In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.
- vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.
- vii. Once the EMD of the L<sub>1</sub> bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.
- viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees ( if any ) were initiated.

**4. Accounting and Monitoring Process:**

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

The system will become effective from 01/08/2016 and can be used by any Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc. with effect from that date. However, with effect from 01/09/2016, all the EMD/Tender fees in respect of e-tender of all State Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will mandatorily be received and refunds/settlements made as per the procedure stated above.

  
(P A Siddiqui)

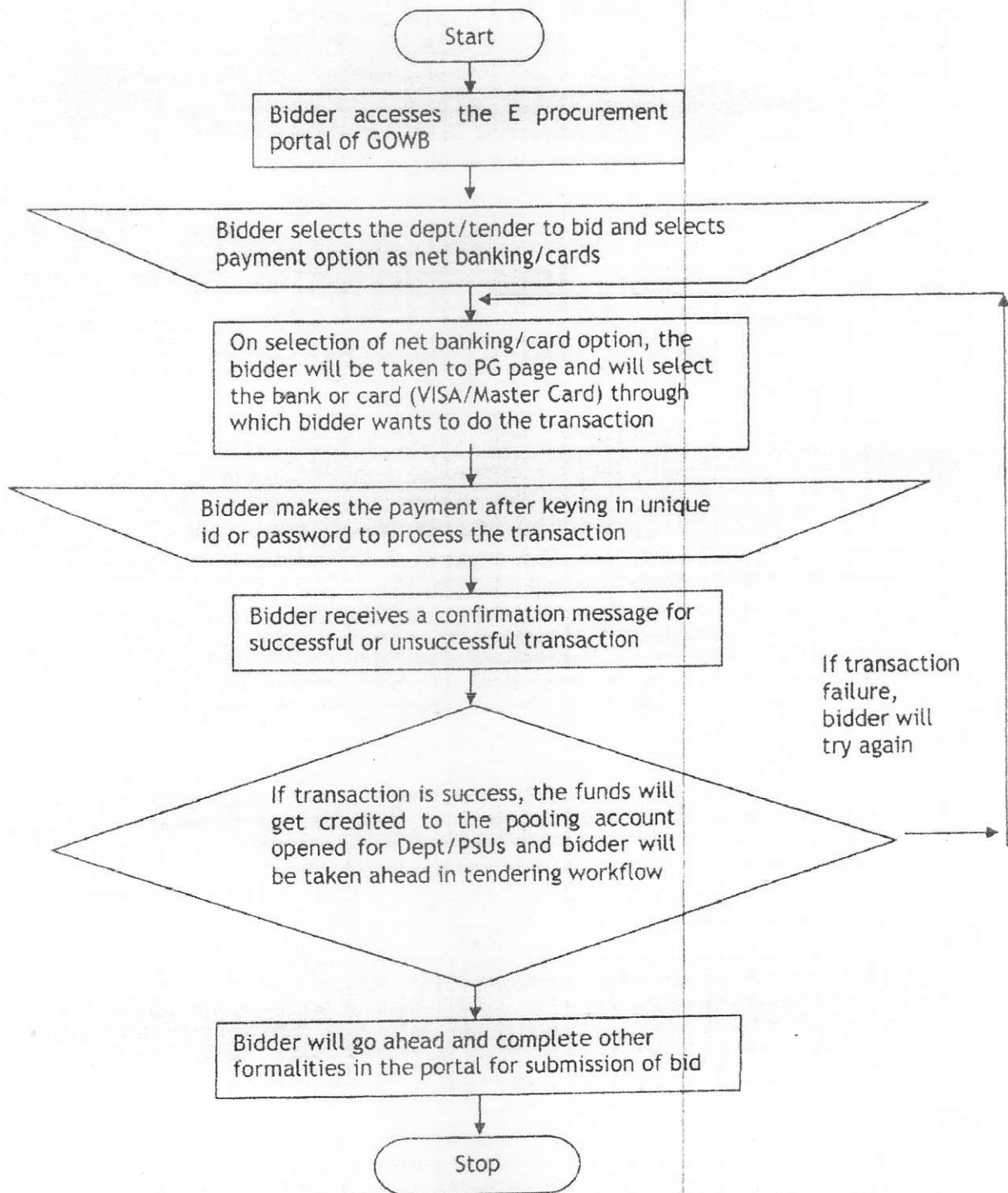
Secretary to the  
Government of West Bengal  
Finance Department

# NIC & ICICI BANK E-PROCUREMENT

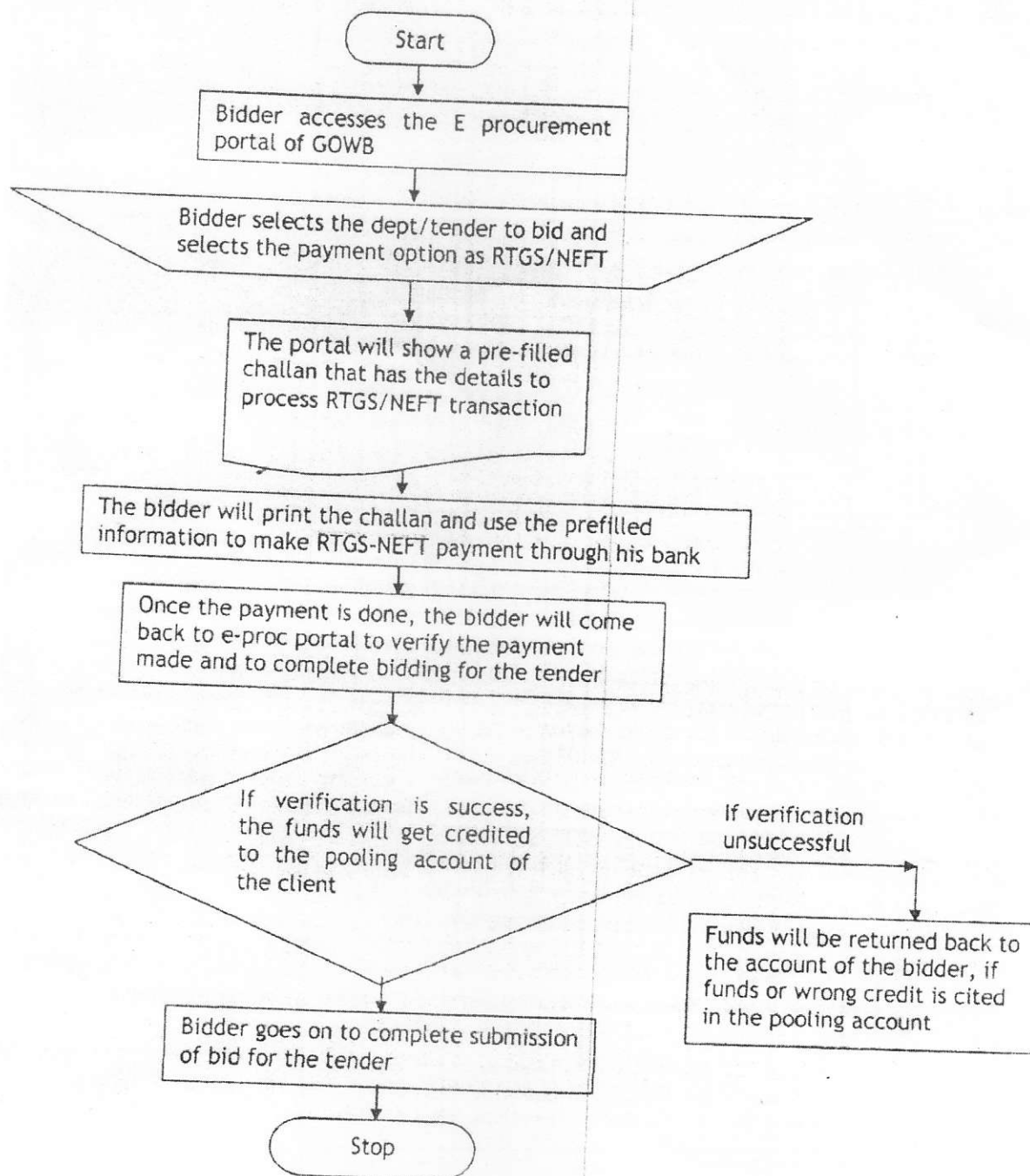
# HELP DESK

<u>NAME</u>	<u>LOCATION</u> <u>NIC HELP DESK</u>	<u>CONTACT</u> <u>NO.</u>	<u>MAIL-ID</u>
Mr. ATANU BHUNIYA TANMOY LAHIRI NAZMUS SAHADAT MOLLA JAYANTA SAMANTA NILADRI HEMBRAM	WBPWD guest house,pranjali 3/2 st. Georgers gate road hasting more	033-22236236	wbehelpdesk@gmail.com
Mr. Habibulla Rahaman Mr. Bhaskar Rao Mr. CHANDAN DEY Mr. ROBIN DAS	Irrigation & Waterways dept Jalsampad bhavan, Jalsampad bhavan, Salt lake GROUND floor, Salt lake	9874961136	habibnic@gmail.com b.bhaskarrao30@gmail.com
CHINMAOY MANDAL (Murshidabad Helpdesk)	Office of Superintending Engineer, C.R. Das Road, P.O-Berhampore, Dist.- Murshidabad, Pin-742101	8158999869 9641902796	hripwdmsd@gmail.com
Mr. ARINDAM BERA (Midnapore Helpdesk)	MIDNAPUR HIGHWAY DIVISION NO.II PUBLIC WORKS(ROADS) DTE SAHEED MANGAL PANDEY SARANI PASCHIM MEDINIPUR:721101	9641951710	hripwdmed@gmail.com
DINESH MAHATO (Burdwan Helpdesk)	P.W.D. Burdwan Division, Aftab Club Court Compound, Burdwan	9932302439	hripwd.burdwan.helpdesk@gmail.com
Mr. RAJU DAS (Malda Helpdesk)	MALDA PWD HIGH DIVISION,SINGTALA BUS STOP-HANTA KALIBARI	9800262930	hripwdmld@gmail.com
Mr. NIRUPAM NAG (Siliguri Helpdesk)	PWD NORTH BENGAL CONSTRUCTION DIVISION AIR VIEW MORE (NEAR 2 <sup>ND</sup> MAHANANDA BRIDGE) HILL CART ROAD SILIGURI - 734001	7501483711	hripwdjg@gmail.com
ICICI Bank Help desk	NA	033-40267512 033-40267513	saptarshi.chandra@icicibank.com

Process for payment through Payment gateway (PG) (Annexure I)



Process for payment through RTGS/NEFT (Annexure II)



Process of refund/settlement (Annexure III)

