



Government of West Bengal
Office of the Superintending Engineer And Project Director
Project Implementation Unit-I
3, Commissariat Road, 1st Floor, Kolkata-700022
Email- centraltenderpwdwb@gmail.com

Memo No-31-R/PIU-I

Date- 10.01.2020

e-NOTICE INVITING BID NO. NIT/EPC/01/2019-20 OF SE & PD, PIU-I, P.W. (ROADS) DTE.

for

“RECONSTRUCTION OF 4 LANE TALLAH ROB (HEMANTA SETU) ADJACENT TO TALLAH RAILWAY STATION ON BARRACKPORE TRUNK ROAD, KOLKATA, WEST BENGAL”, through Engineering, Procurement and Construction (EPC) Contract.

1. The Government of West Bengal has decided to undertake “Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent TO Tallah Railway Station On Barrack pore Trunk Road, Kolkata, West Bengal”, through Engineering Procurement and Construction (EPC) Contract.

2. The Public Works Directorate, Government of West Bengal represented by the Chief Engineer (HQ) Public Work Directorate (the “Authority”) acting through the “Chief Engineer (South Zone) Public Works Directorate” , “Superintending Engineer, Eastern Circle, Public Works Directorate” & “Superintending Engineer And Project Director, Project Implementation Unit-I, Public Work (Roads) Directorate”, invites bids from eligible bidders/contractors for the project as detailed below:

Location of the Project	Name of Project	Estimated Project Cost	Bid Security /Earnest Money	Cost of Bid Document	Time of Completion	Maintenance Period (DLP)
Barrack pore Trunk Road, Kolkata, West Bengal adjacent to Tallah Station	Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent TO Tallah Railway Station On Barrack pore Trunk Road, Kolkata, West Bengal	Rs. 268.23 Crore	Rs. 536.00 Lakh	Rs. 20,000.00 per Set. Please see N.B. (Note Below).	18 (eighteen) months	10 (ten) years
N.B.:- Intending Bidders shall not have to pay the cost of Bid Document for the purpose of participating in e-procurement process (Ref. Notification No.-199-CRC/2M-10/2012 dated 21.12.2012 of the Secretary, P.W.D, CRC Branch, & No. 452-A/ PW/0/10c-35/10 dated 25.7.2011 of the Secretary, P.W.D., Accounts Branch, Govt. of W.B.), but the Selected Bidder shall have to pay the cost of Bid Documents of requisite set during purchase of Bid Documents for execution of formal Agreement.						

3. The information Memorandum / Notice of the BID is available in official web portal of PWD, GoWB <http://www.pwdwb.in> and the complete BID document can be viewed / downloaded from e-procurement web portal of PWD, GoWB <http://wbtenders.gov.in> within stipulated time. Bid must be submitted online only at e-procurement web portal <http://wbtenders.gov.in> on or before stipulated time. Bids received online shall be opened at stipulated time. Stipulated time as mentioned herein may be amended from time to time. Bidders are requested to follow e-procurement web portal time to time.

4. In the event of e-Filing intending bidders may download the Bid Documents from the e-procurement web portal directly by the help of Digital Signature Certificate, the details of which has been narrated in “Instruction to Bidders” for assisting the intending bidders to participate in e- procurement process.

5. Technical Bid and Financial Bid both will be submitted in web portal concurrently duly virus scanned and digitally signed in the Website: <https://wbtenders.gov.in>

6. Bid through any other mode shall not be entertained. However, ~~Bid Security in the form of Bank guarantee (in original)~~, Power of Attorney for signing Bid (in original) etc. shall be submitted physically by the Bidder within stipulated time at the following address.

“Government of West Bengal
Office of the Superintending Engineer And Project Director
Project Implementation Unit-I
3, Commissariat Road, 1st Floor, Kolkata-700022
Email- centraltenderpwdwb@gmail.com”

7. The entire bid documents are consisting of the following documents.

Sl No	Description	Remark
a	e-NIT with its addenda & Corrigenda as may be issued time to time.	Uploaded & to be uploaded
b	Terms & Conditions of the e-NIT, consisting of Section-1 to Section-3	Uploaded
c	EPC Contract Documents.	Uploaded
d	Amendment / of EPC Contract Documents.	Uploaded
e	EPC Schedules.	Uploaded
f	Replies of Pre-Bid Quarries.	To be uploaded

8. **Joint Venture / Consortium is not allowed** for the project under this e-NIT.

9. The Bid Inviting Authority reserves the right not to proceed with the Bidding Process at any point of time without notice or liability.

10. The Bid Inviting Authority reserves the right to accept or reject all or any of the BID(s) without assigning any reason whatsoever.

11. Time Schedule:

Following time schedule is fixed which may be amended time to time by the Bid Inviting Authority. Bidders are requested to follow e-procurement web portal time to time.

Sl.No.	Event Description	Date
1.	Invitation of BID (e-NIT)	10.01.2020
2.	Bid Document Download Start Date	14.01.2020 at 5:00 PM
3.	Last date for receiving queries	18.01.2020 upto 4:00 PM
4.	Pre-BID Conference	20.01.2020 at 1:00 PM
5.	Uploading of replies of Pre-BID Queries	24.01.2020 upto 5:00 PM
6.	Bid Submission/Upload Start Date	24.01.2020 after 5:00 PM
7.	Bid Due Date /Bid Submission/ Upload End Date	14.02.2020 upto 4:00 PM
8.	Physical Submission of Bid Security/ POA etc	17.02.2020 upto 5.00 PM
9.	Opening of Technical BIDs	17.02.2020 after 2:00 PM
10.	Declaration eligible / qualified bidders	To be notified later on.
11.	Opening of Financial BID	To be notified later on.

Sd/-
Superintending Engineer
And Project Director, PIU-I
P.W (Roads) Directorate

Memo. No.: 31-R/1(1)PIU-I

Date : 10.01.2020

Copy forwarded to the Joint Director of Information & Cultural Affairs Department, Writers' Buildings, Kolkata – 700001 for information.

Sd/-
*Superintending Engineer
and Project Director
Project Implementation Unit –I
Public Works (Roads) Directorate*

Memo. No.: 31/2(2)-R/PIU-I

Date : 10.01.2020

Copy forwarded for information to the:-

1. PS to Hon'ble Minister- in- charge, P.W.D
2. PS to Additional Chief Secretary, P.W.D

Sd/-
*Superintending Engineer
and Project Director
Project Implementation Unit – I
Public Works (Roads) Directorate*

Memo. No.:31/3(53)-R/PIU-I

Date :- 10.01.2020

Copy forwarded for information and with the request for wide circulation through his office notice board to the:-

1. Engineer-in-Chief & Ex-Officio Secretary, P.W.D
2. Chief Engineer (HQ), P.W.Dte/P.W.(Roads)Dte / Chief Engineer (NH Wing)/Chief Engineer (Planning) P.W.Dte/P.W.(Roads).Dte.
- 3.Chief Engineer (SZ) P.W.Dte / CE(SZ) P.W.(Roads) Dte / Chief Engineer (WZ) P.W.Dte/ Chief Engineer (WZ) P.W.(Roads) Dte / Chief Engineer (NZ) P.W.Dte / Chief Engineer (NZ) P.W.(Roads) Dte.
4. Chief Bridge Engineer, Eastern Railway/ Chief Engineer (Con), Eastern Railway/ DRM

Sealdah.

5. Financial Advisor, PWD.
6. Technical Advisor, Finance (IF) Department, Govt. of West Bengal.
7. Superintending Engineer, Tala Bridge PIU, PWD/ Superintending Engineer (Bridge Planning Circle)/ State Highway Planning Circle.
8. Superintending Engineer, Health Circle / South Western Circle/Eastern Circle/ South Western Highway Circle / Western Circle –I, P.W.D./Eastern Highway Circle / Western Highway Circle-I / North Bengal Highway Circle/Presidency Circle/Southern Highway Circle.
9. Executive Engineer, Tala Bridge PIU, PWD / Kolkata North Division /Bishnupur Division, PWD /Barasat Division,/ Alipur Division/Birbhum Division /Diamond Harbour Division/ Howrah Division/ City Division/Kolkata East Division /Kolkata West Division, PWD/ Howrah Highway Division /Hoogly Highway Division – I/II/ Diamond Harbour Highway Division /South 24 Parganas Highway Division/ Barasat Highway Division – I/II./ Nadia Highway Division – I/II.
10. Executive Engineer, Highway Design Division No.-I/II/III/V, Highway Survey Division No. I/II/III/V.
11. Executive Engineer, IT, PWD, with request to upload the e NIT in PWD official portal.
12. This Office Notice Board.

Sd/-
Superintending Engineer
and Project Director
Project Implementation Unit – I
Public Works (Roads) Directorate

Memo. No.: 31/4(5)-R/PIU-I

Date : 10.01.2020

Copy forwarded for information to the:-

1. Sabhadhipati, North 24 Parganas/ Howrah Zilla Parishad.
2. District Magistrate, North 24 Parganas/ Howrah.
3. State Vigilance Commissioner, West Bengal, Bikash Bhavan, Salt Lake City, Kolkata-700091.

Sd/-
Superintending Engineer
and Project Director
Project Implementation Unit – I
Public Works (Roads) Directorate

TERMS AND CONDITIONS

Reference to e-NIT:- NIT/EPC/01/2019-20 OF SE & PD, PIU-I, P.W.(ROADS) DTE

Name of Work:- Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal

Section-1:- INFOMATIONS FOR THE BIDDERS

1.0	The Public Works Department, Government of West Bengal has decided to undertake "Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal" (the "Project"), through an Engineering Procurement and Construction (the "EPC") Contract. The said department has authorized Chief Engineer (HQ) Public Work Directorate (the "Authority") acting through Chief Engineer (South Zone) Public Works Directorate, Superintending Engineer, Eastern Circle, Public Works Directorate & Superintending Engineer And Project Director, Project Implementation Unit-I, Public Work (Roads) Directorate, to carry out the bidding process for selection of a bidder to whom the Project may be awarded.
1.1	The selected Bidder (the "Contractor") shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the "EPC Contract") to be entered between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period.
1.2	The scope of work will broadly include "Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal" on EPC mode in the state of West Bengal and maintenance of the project during the Defect Liability Period (DLP) as per Uploaded EPC Contract documents with its Amendment of some clauses of EPC documents & Schedules.
1.3	The estimated civil cost of the Project (the "Estimated Project Cost") has been specified here-in-above. The assessment of actual costs, however, will have to be made by the Bidders.
1.4	The Agreement sets forth the in the detailed terms and conditions for award to the Contractor, including the scope of the Contractor's services and obligations as per Uploaded EPC Contract documents with its Amendment of some clauses of EPC documents & Schedules.
1.5	The statements and explanations contained in this e-NIT/ RFP are intended to provide a better understanding to the Bidders about the subject matter of this e-NIT/ RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this e-NIT/ RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this e-NIT are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.6	The Authority shall receive BIDs pursuant to this e-NIT/ RFP in accordance with the terms set forth in this e-NIT/ RFP and other documents to be provided by the Authority pursuant to this e-NIT/ RFP (collectively the "Bidding Documents"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified herein-before for submission of BIDs (the "BID Due Date").
	Brief description of Bidding Process
1.7	The Authority has adopted a single stage two part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid is to be submitted under two parts. Responsiveness, Eligibility and Qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to responsiveness, eligibility and qualifications criteria prescribed in this e-NIT/ RFP. The Financial Bid under the second part shall be opened for those Bidders who are first technically responsive and subsequently becomes Technically Qualified.
1.8	Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 (one hundred twenty) days from the date specified for submission of BIDs (the "Bid Due Date").
1.9	The complete Bidding Documents including the Draft Agreement for the Project is enclosed for the Bidders. This Agreement including its amendment made during the bidding process , terms and conditions and other requirements as mentioned in e-NIT/ RFP including its corrigenda and addenda if any, reply to pre-bid queries and the EPC Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties.
1.10	The Bidder is required to submit, along with its BID, a BID Security Rs. 536.00 (Rupees five hundred thirty six) lakh (the "BID Security") through on line only, refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide BID Security in the form of bank guarantee acceptable to the Authority as per format at Appendix II, and in such event, the validity period of the bank guarantee, shall not be less than 180 (one hundred and eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
1.11	The BID shall be summarily rejected if it is not accompanied by the BID Security.
1.12	Procedure for Submission of Bid Security / Earnest Money:-
	a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/ Autonomous Body/Local Body/PRI, etc. shall login to the e-Procurement portal of the Government of West Bengal https://wbtenders.gov.in using his DSC.

	<p>b) In every case of open e-tender an earnest money / bid security amounting to 2% of the estimated value of the work put to tender along with each tender. Earnest Money (except State Govt Enterprises who are exempted as per rule. Ref: 430(3)-W(C)/1M-208/15 dt 31/08/2015 of Jt Sec, PWD) is to be submitted electronically: online- through net banking enabled bank account, maintained at any listed bank through ICICI Bank Payment Gateway or: offline- through any bank by generating NEFT/RTGS challan from the e-tender portal as per provision as contained in G.O No-3975-(F)Y dated 28/07/2016 of the Sec to the Govt of W.B. Finance Deptt. Intending bidder will get the beneficiary details (Executive Engineer, Kolkata North Division, Public Works Directorate) from e-tender portal with the help of Digital Signature Certificate (DSC) and may transfer the EMD from their respective Bank as per the Beneficiary Name & account no, amount, beneficiary bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement portal. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of payment of EMD. Bidders shall not have to pay the cost of tender documents for the purpose of participating in e tendering, however, only the successful Bidder will be required to deposit cost of Technical, Financial Bid documents & others Annexure, in the shape of Cash or Bank Draft / Pay Order, issued by the bank which is authorized to conduct Government business in West Bengal by Reserve Bank of India as notified by State Government from time to time and any other Bank which has been authorized by the State Government, drawn in favour of respective Executive Engineer of the concerned Division as mentioned above before executing formal agreement. (Ref: PWD No 199-CRC/2M-10/2012 Dated 21/12/2012 & 24-A/2D-13/2010 Dated 31/01/2014).</p>
<p>1.13</p>	<p>As per notification no. 38-W(C)/1M-208/15 dtd. 17.01.2017 of P.W.D., Works Branch, Govt. of West Bengal, the three State Government Enterprises, viz. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Ltd. and Britannia Engineering Ltd. are exempted from depositing of Earnest Money/ Bid Security for participating in the instant Bid subject to the condition that they will furnish security deposit(s) as applicable if selected as a successful bidder in the bid.</p>
<p>1.14</p>	<p>Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.</p>
<p>1.15</p>	<p>Any queries or request for additional information concerning this e-NIT/ RFP shall be submitted by e-mail (centraltenderpwdwb@gmail.com) to the Bid Inviting Authority (BIA) with identification/ title: "Queries / Request for Additional Information: e-NIT for “ Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal”, through an Engineering Procurement and Construction (EPC) Contract.</p>

SECTION-2:- INSTRUCTIONS TO BIDDERS	
2.0	No Bidder shall submit more than one BID for the Project. Joint Venture / Consortium are not allowed for the project under this e-NIT.
2.1	The intending Bidders are advised to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in this e-NIT or other documents forming part of the Bid Documents shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the document. For getting access to the proposed site, bidders are requested to contact with Mr Anjan Kumar Saha (Superintending Engineer, Eastern Circle, Public Works Directorate, Baguihati New Building Complex, Desh Bandhu Nagar, 3rd floor, VIP Road, Kolkata-700059, Mobile No-9830567839) Or Mr Chandan Kumar Mandal (Executive Engineer, Kolkata North Division, Public Works Directorate, 166/10 B.T. Road, 1st floor & 2nd floor, Dunlop More, Kolkata-700108, Mobile No- 6292121940). Mr Dibendu Paul (9163344112, 9433068859) & Mr Subhashis Haldar (9477217258) may also be contacted.
2.2	Unapproved General Arrangement Drawing (GAD) :- One GAD prepared by the Authority has been uploaded along with this Bid by adopting RDSO standard Super Structure of BOW String Steel Girder - NHAI Configuration. The same has been adopted to keep the superstructure within the ambit of RDSO standard girders so that approval of railways/RDSO may be obtained within the stipulated time. It will be the responsibility of the bidders, during actual execution of the work, to verify the exact locations of underground utilities such as KMC Water Pipe lines, CESC cables, Cables of Mobile service providers etc. It will be the responsibility of the bidders to verify whether the GAD uploaded by the Authority is practically feasible in ditto or not with respect to the utilities and underground obstacles.
	(i) If the GAD prepared and uploaded by the Authority is practically feasible in ditto with respect to the rail tracks, utilities and underground obstacles, bidder shall have to execute the work as per the GAD after getting approval from the Railway Authority. Authority shall provide assistance to the EPC contractor for getting approval of the GAD from railway authorities within 60 days from date of submission of proposed GAD by the EPC contractor in accordance with the Specifications and Standards, compliance of railway authority's observation and subject to the terms and conditions specified in such approval, and reimbursement of all the costs and expenses paid by the Contractor to the railway authorities for and in respect of the project. Financial impact on these issue i.e adoption/ compliance of observations of Railway Authority will not come under Change of Scope as per Article-13 of EPC document uploaded by the bid inviting authority. Aesthetic view of the overall ROB is to be properly maintained keeping in mind that arm/s to be provided from the proposed ROB as mentioned in Schedule-B.

	<p>(ii) If the GAD prepared and uploaded by the Authority is not practically feasible in ditto with respect to the utilities and underground obstacles, bidder shall have to prepare modified GAD by adopting RDSO standard Super Structure of BOW String Steel Girder - NHAI Configuration, based on the location (original & shifted) of such utilities & obstacles. Authority shall provide assistance to the EPC contractor for getting approval of the GAD from railway authorities within 60 days from date of submission of proposed GAD by the EPC contractor in accordance with the Specifications and Standards, compliance of railway authority's observation and subject to the terms and conditions specified in such approval, and reimbursement of all the costs and expenses paid by the Contractor to the railway authorities for and in respect of the project. In case, length of any span/s of proposed ROB comes/ come below the span length of "RDSO standard", the design of "RDSO standard Super Structure of BOW String Steel Girder - NHAI Configuration" of next higher side is to be adopted. For example, if actual span is 45.00M, the standard drawings of 48.00M span are to be adopted. Financial impact for adoption/ compliance of observations of Railway Authority etc will not come under Change of Scope as per Article-13 of EPC document uploaded by the bid inviting authority. Aesthetic view of the overall ROB is to be properly maintained keeping in mind that arm to be provided from the proposed ROB as mentioned in Schedule-B.</p>
	<p>(iii) If the GAD prepared and uploaded by the Authority is not practically feasible with respect to the utilities and underground obstacles or any other unavoidable issues like compliance of railway's observation, bidder shall have to prepare fresh GAD with suitable span arrangements but satisfying the requirement of Authority as specified in Schedule B & C, based on the location (original & shifted) of such utilities & obstacles. Authority shall provide assistance to the EPC contractor for getting approval of the GAD from railway authorities within 60 days from date of submission of proposed GAD by the EPC contractor in accordance with the Specifications and Standards, compliance of railway authority's observation and subject to the terms and conditions specified in such approval, and reimbursement of all the costs and expenses paid by the Contractor to the railway authorities for and in respect of the project. Financial impact for adoption of fresh GAD with suitable span arrangements and compliance of observations of Railway Authority during the process of approval etc will not come under Change of Scope as per Article-13 of EPC document uploaded by the bid inviting authority. Aesthetic view of the overall ROB is to be properly maintained keeping in mind that arm to be provided from the proposed ROB as mentioned in Schedule-B.</p>
<p>2.3</p>	<p>The selected bidder shall have to obtain Way Leave Permission (if necessary) from the railway authorities for construction of road over-bridges/under-bridges on the Project Highway, the Authority may authorize Contractor's Representative to communicate and interact with railway authorities, extend necessary assistance/support for observance of the formalities obligatory for the purpose and also will reimburse requisite costs and expenses paid by the Contractor to the railway authorities for and in respect of obtainment of Way Leave Permission necessary for the Project. It is stated that any delay in providing Way Leave Permission from railway authorities will not be considered for Damage under the Agreement in respect of the Project for which Bid invited through this e-NIT/ RFP.</p>

2.4	The selected bidder shall have to get Power and/or Traffic Block (as may be necessary time to time) from the railway authorities for construction of road over-bridges/under-bridges on the Project Highway, the Authority will authorize Contractor's Representative to correspond and interrelate with railway authorities for the purpose and the Authority will also extend necessary assistance/support for adherence of railway's rules and norms prevailing in respect of Power and/or Traffic Block. It is affirmed that any delay in providing Power and/or Traffic Block (as and when required) from railway authorities will not be considered for Damage under the Agreement in respect of the Project for which Bid invited through this e-NIT/ RFP.
2.5	The BID shall be furnished in the format exactly as per Appendix-IA & Appendix IB i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account for evaluation.
2.6	The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the BID to commit the Bidder.
2.7	Conditional BID shall render the BID liable to rejection as a non-responsive BID.
2.8	The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.
2.9	The documents including this e-NIT and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause shall also apply mutatis mutandis to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.
2.10	Any award of Project pursuant to this e-NIT/ RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion laid down therein.
2.11	Any entity or a person/entity who is a member of a suspended/debarred joint venture or consortium which has been barred by the Public Works Department or any Other Department (s), Government of West Bengal or its implementing agencies and/or by any other State Government or Government of India or their implementing agencies for the works under its jurisdiction, and the bar subsists as on the date of Application, would not be eligible to submit the BID. Bid shall be treated as non-responsive if anything adverse has come to the notice of the Authority against the any such entity participated in the bid under this e-NIT. In this regard G.O. No-547-W(C)/1M-387/15 dated 16/11/2015 & 724-W(C)/1M-953/19 dated 19.12.2019 of the Joint Secretary, PWD, Govt. of West Bengal shall deem to constitute a part of Agreement of the project for which bid has been invited under this e-NIT.

2.12	During scrutiny or at any stage of bidding or even after award of contract, if it is come to the notice of the Authority that the credential or any other documents/papers are incorrect/manufactured/ fabricated, that bid will be considered as non-responsive and out rightly rejected & the entity shall also be liable to be prosecuted under Section 197, 199 & 200 of Indian Penal Code, 1860 along with Section 71 & Section 73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Bid Security/ Earnest Money Deposit. Action may also be taken as per provision of G.O No-547-W(C)/1M-387/15 dated 16/11/2015 & 724- W(C)/1M-953/19 dated 19.12.2019 of the Joint Secretary, PWD, Govt. of West Bengal.
2.13	All documents/papers uploaded/submitted by the bidder must be legible failing which the bid will be summarily rejected without assigning any reason thereof.
2.14	Eligibility and qualification requirements of Bidder
	For determining the eligibility of Bidder the following shall apply:
	a) The Bidder must be a single entity only. Participation as Joint Venture is not allowed for the project under this e-NIT.
	b) Bidder may be a natural person, private entity, Government undertaking Organization etc.
	c) Any Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be.
2.15	Technically responsive bidders:- Bidders will be declared as “Technically Responsive”, if he/she submits all the requisite documents, as stated physically, at specified location within stipulated time. Submission of conditional bid and violation of any terms and conditions of this e-NIT/ RFP will attract non-responsiveness. Bids of Technically Responsive bidders will only be evaluated.
2.16	Technically Qualified bidders:- Bidders will be declared as “Technically Qualified ” provided he/she fulfills all the following requirements (Technical Requirement & Financial Requirement) . Certificate from the employer, A’s E, IE or competent officer not below the rank of Executive Engineer, mentioning proper description of work, span length in meter, date of commencement, actual date of completion, any other specific requirement etc is to be submitted for each project.
	A) Technical Requirement (To be submitted in Annex-II of Appendix-IA):-
	i) Experience in completing at least one Bridge, minimum 650m long (4-Lane) (bridge proper inclusive of viaduct length but excluding the length of RE Wall, Retaining Wall, Earthen approaches etc) involving Steel Girder/ Bow String Steel Girder/ Steel Truss Girder / Cable Stayed/ Extra dosed spans over river / canal/ railway tracks/ highways during last 5 financial years from the bid due date in EPC mode / Item Rate of contract as a prime contractor or as a member of Joint Venture where number of total members are not more than two.

	<p>ii) Cost of the above mentioned (Para-A/i) completed project shall be at least equal to the of estimated project cost (price updated as stipulated) during last 5 financial years from the bid due date in EPC mode / Item Rate of contract as a prime contractor or as a member of Joint Venture where number of total members are not more than two. (See Note below).</p>
	<p>iii) Experience in completing at least one number of 4- lane ROB consisting of at least one 48m span (minimum) Bow String Steel Girder over railway tracks during last 5 financial years from the bid due date in EPC mode / Item Rate of contract as a prime contractor or as a member of Joint Venture where number of total members are not more than two. (See Note below).</p>
	<p>Note:- (a) Credential/ experience of any member of Joint Venture where number of members are not more than two, will be evaluated as per their share component / ratio mentioned in the joint venture agreement submitted during that bidding process. Post Joint Venture Agreement between the members will not be entertained. A project shall be treated as completed if more than 90% of the value of work has been completed upto bid due date and 90% of the value of work so executed shall be at least equal to the amount required under this provision. Name, full postal address & e-mail id of the officer issuing the supporting documents/ certificates are to be given for verification of genuineness if required. (b) Certificate from the employer, A's E, IE or competent officer not below the rank of Executive Engineer, mentioning proper description of work, span length in meter, date of commencement, actual date of completion, any other specific requirement etc is to be submitted for each project.</p>
	<p>B) Financial Requirement:-</p>
	<p>i) The Bidder shall have a minimum Average Annual Turnover of 100% of estimated project cost for the last 5 (five) financial years. (Certificate from Statutory Auditor / Statutory Auditor Firm is required).</p>
	<p>ii) The Bidder shall have a minimum Net Worth of 20% of estimated Project Cost at the close of the preceding financial year.</p>
	<p>iii) The Bidder shall have Assessed Available Bid Capacity equal or more than the estimated project cost.</p>
2.17	<p>BID Capacity</p>
	<p>Bidders who interalia meet the minimum qualification criteria will be qualified only if their Assessed Available BID CAPACITY is equal or more than the Estimated Project Cost. The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:</p>

The available BID CAPACITY will be calculated as per following,						
Assessed Available BID capacity = $(A*N*2.5 - B + C)$, Where						
N= Number of years prescribed for completion of work for which Bid is invited.						
A = Maximum value of civil engineering works excluding the value of bonus received in respect of EPC 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 EPC projects include turnkey project/ Item rate contract/ Construction works.						
B = Value (updated to the price level of the year indicated in table below under note) of existing commitments, works for which Appointed Date/Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.						
C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at below).						
Note: The Statement showing the value of all existing commitments, works for which Appointed Date/Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorized Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor. The factor for the year for updation to the price level is indicated as under:						
The updation factors (marked as #) to update Turnover and/or “B” value for Bid Capacity						
		Year-1	Year-2	Year-3	Year-4	Year-5
	Year	(2018-19)	(2017-18)	(2016-17)	(2016-15)	(2015-14)
	Up-dation factor (#)	1.00	1.05	1.10	1.15	1.20
2.18	Opening of Financial Proposal					
After the evaluation of Technical Bids, the Bid Inviting Authority shall notify the name of the Technically Qualified Bidders through e-procurement web portal indicating the date and time set for opening of the Financial Bids.						
On the scheduled date and time the Financial Bids of the Technically Qualified Bidders shall be opened publicly through e-procurement web portal in presence of the Bidders’ representatives who choose to attend.						

2.19	Site visit and verification of information	
	Bidders are encouraged to submit their respective BIDs after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project with in the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.	
	It shall be deemed that by submitting a BID, the Bidder has:	
	(a)	made a complete and careful examination of the e-NIT/RFP, its addenda & Corrigenda if any, Terms & Conditions, Reply to Pre-Bid Quarries, Bidding Documents, it's amendments, Schedules annexed to EPC Agreement (Draft) Document;
	(b)	received all relevant information requested from the Authority;
	(c)	accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters mentioned in e-NIB. No claim shall be admissible at any stage on this account.
	(d)	satisfied itself about all matters, things and information including matters referred in e-NIB necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
	(e)	acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred in e-NIB hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;
	(f)	acknowledged that it does not have a Conflict of Interest; and
	(g)	agreed to be bound by the undertakings provided by it under and in terms hereof.
2.20	The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this e-NIT, including any error or mistake therein or in any information or data given by the Authority.	
2.21	Pre-Bid Conference	

	<p>a) Pre-BID conference of the Bidders shall be convened at the designated date, time and place (Office of the Chief Engineer (Planning) Public Work (Roads) Directorate, New Building, 6th floor, Bhabani Bhawan, 31/1 Belvedere Road, Alipore, Kolkata-700027). A maximum of two representatives of prospective Representatives of any Bidder shall be allowed to participate on production of authority letter from the Bidder.</p>
	<p>b) During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Quarries / clarifications raised by bidders after scheduled date & time may not be responded by the authority.</p>
2.22	Clarifications of Pre-Bid Quarries
	<p>a) Bidders requiring any clarification on this e-NIT/ RFP may notify the Authority in writing by e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process. The Authority shall endeavor to respond to the queries within the period specified therein. The responses will be sent by e-mail. The Authority will upload all the queries and its responses thereto, in the e-procurement web portal.</p>
	<p>b) The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this context shall be taken as compelling or requiring the Authority to respond to any question or to provide any clarification.</p>
	<p>c) The Authority may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.</p>
2.23	Verification and Disqualification
	<p>The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the e-NIT/ RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.</p>
	<p>The Authority reserves the right to reject any BID and appropriate the BID Security if:</p>
	<p>a) at any time, a material misrepresentation is made or uncovered, or</p>
	<p>b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID.</p>

	<p>c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occur after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.</p>
	<p>d) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this e-NIT/ RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise.</p>
2.24	DOCUMENTS
	This e-NIT comprises of TERMS AND CONDITIONS along with the Appendices as listed below, and will additionally include any Addenda/Corrigenda issued.
	Part –I:- Appendices
IA	Letter comprising the Technical BID including Annexure I to VII
IB	Letter comprising the Financial BID and BOQ in excel file format
II	Bank Guarantee for Bid Security
III	Power of Attorney for signing of BID
	Part –II
	The draft Agreement, it's amendment, schedules as uploaded and provided by the Authority shall be deemed to be part of this e-NIT/RFP.
2.25	Amendment of e-NIT
	a) At any time prior to the BID Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify this e-NIT by the issuance of Addenda/ Corrigendum.
	b) Any Addendum/ Corrigendum issued hereunder will be hosted on the e-procurement portal of PWD, GoWB http://wbtenders.gov.in

	c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the BID Due Date.
2.26	Procedure for e-procurement
	a) General guidance for e- procurement:- Instructions/ Guidelines for submission of Bids electronically of the Bid have been furnished hereunder for assisting the intending bidders to participate in e- procurement process.
	b) Registration of Bidders:- Any contractor willing to take part in the process of e-procurement will have to be enrolled & registered with the Government e-Procurement system, through logging on to https://wbenders.gov.in (the e- procurement web portal of Public Works Department, Government of West Bengal) the contractor is to click on the link for e- procurement site as given on the web portal.
	c) Digital Signature certificate (DSC):- Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of Bids; from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the aforesaid web portal. DSC is given as a USB e-Token. Bid may be treated as non-responsive if Name of the company/ firm differs from DSC to any of the submitted documents. Minor mismatch like “M/S”, “Kr/Kumar”, “Co-Op/Co-Operative” etc. has to be legalized / authenticated by the Bidder by uploading of proper Affidavit (duly Notarized) in this regard.
	d) The contractor can search & download e-NIT & Bid Documents electronically once he/ she logs in to the e- procurement site mentioned above, using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.
	e) The Bidder shall submit his / her Bid online following the instruction appearing on the screen. A detailed guideline for e-procurement is also available on e-procurement portal.
2.27	PREPARATION AND SUBMISSION OF BID
	Format and Signing of BID:- a) The Bidder shall provide all the information sought under this e-NIT. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security (online), Original Copy of Bid Security in the form of Bank Guarantee, PoA for signing Bid etc. are received in hard copies as part of Hard Copy of Technical Bid only (as submitted through online).
	b) The BID shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialed by the person (s) signing the BID.
	c) The documents listed above shall be prepared and scanned in different files (in PDF or JPEG format such that overall file size does not exceed 25 MB and uploaded during the online submission of BID. Soil Investigation Report, Survey drawings & DPR uploaded by the Authority need not to be uploaded by the bidders while submitting bids.
2.28	Documents comprising Technical and Financial BID

	<p>a) The Bidder shall submit the Technical BID & Financial BID concurrently online through e-procurement portal [http://wbtenders.gov.in] comprising of the following documents along with supporting documents as appropriate:</p>
	<p>b) Technical Bid :- i) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to VII and supporting certificates / documents as desired & required. ii) Power of Attorney for signing the BID as per the format at Appendix-III. iii) Challan of BID Security. iv) An undertaking from the person having PoA referred to in Sub. Clause-(ii) above that they agree and abide by the Bid documents uploaded by bid inviting authority and amendments uploaded, if any; and</p>
	<p>c) Financial Bid (To be submitted on-line only) :- Appendix-IB (Letter comprising the Financial Bid) and BOQ in excel file format.</p>
2.29	<p>The Bidder shall submit the following documents physically within stipulated time:</p>
	<p>a) Original Power of Attorney for signing the BID as per format at Appendix-III</p>
	<p>b) Original Copy of Bid Security in the form of Bank Guarantee at Appendix II; and</p>
	<p>c) An undertaking from the person having PoA that he/ she/ they agrees/ agree and abide by the Bid documents uploaded by bid inviting authority and amendments uploaded, if any.</p>
	<p>d) The above documents are to submitted to the following addresses; “Government of West Bengal Office of the Superintending Engineer And Project Director Project Implementation Unit-I 3, Commissariat Road, 1st Floor, Kolkata-700022” Email- centraltenderpwdwb@gmail.com</p>
2.30	<p>a) The documents listed under the preceding clause shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “BID for the “Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal”, and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of the envelope. The envelope shall be addressed to the Bid Inviting Authority and shall be submitted to its office address. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.</p>
	<p>b) BIDs submitted by any other means except through specified manner in the preceding paragraph(s) of this e-NIT shall not be entertained and shall be summarily rejected.</p>

2.31	<p>Statutory warning: If any document submitted by a bidder is found to be either fabricated, tampered or false, in such cases, the eligibility of the bidder will be out rightly rejected at any stage without any prejudice and the firm/ company shall also be liable to be prosecuted under relevant Section/ s of Indian Penal Code, along with relevant Section/ s of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Bid Security / Earnest Money, Performance Security or Security Deposit as the case may be and also may be Debarred for participating in bid / tender / procurement for a period as will be determined by the department as per provision of G.O No-547-W(C)/1M-387/15 dated 16/11/2015 & 724- W(C)/1M-953/19 dated 19.12.2019 of the Jt. Secy., PWD, Government of West Bengal.</p>
2.32	<p>Modifications/ Substitution/Withdrawal of BIDs</p>
	<p>a) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.</p>
	<p>b) For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID.</p>
2.33	<p>Tests of responsiveness of BIDs</p>
	<p>i) As a first step towards evaluation of Technical BIDs, the Authority shall determine whether each Technical BID is responsive to the requirements of this e-NIT. A Technical BID shall be considered responsive only if</p>
	<p>a) Technical BID is received online as per the format at Appendix-IA including Annexure I to VII.</p>
	<p>b) Documents listed for submission physically are received.</p>
	<p>c) Technical Bid is accompanied by the BID Security as per stipulation of this e-NIT.</p>
	<p>d) Technical Bid is accompanied by the Power of Attorney for signing the BID.</p>
	<p>e) Technical Bid contains all the information (complete in all respects).</p>
	<p>f) Technical Bid does not contain any condition or qualification.</p>
	<p>ii) The Authority reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such BID.</p>
2.34	<p>Late BIDs :- The e-procurement portal shall not allow submission of any Bid after the prescribed date and time scheduled for submission of Bid (BID Due Date). Physical receipt of documents listed here-in-before in this e-NIT, after the date and time prescribed for that shall not be considered and the bid shall be summarily rejected.</p>

2.35	<p>Rejection of BIDs :- a) Notwithstanding anything contained in this e-NIT, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.</p>
	<p>b) The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.</p>
2.36	<p>Validity of BIDs:- The BIDs shall be valid for a period of not less than 120 (one hundred and twenty) days from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidder and the Authority.</p>
2.37	<p>Correspondence with the Bidder :- a) Save and except as provided in this e-NIT/ RFP, the Bid inviting Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID. However, the Bid inviting Authority would display the result of technical evaluation on the e-procurement web portal and the financial bid will be opened thereafter.</p>
	<p>b) If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Bid inviting Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.</p>
	<p>c) To facilitate evaluation of Technical BIDs, the Bid inviting Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification (s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification (s) and all clarification (s) in response thereto shall be in writing.</p>
	<p>d) If any Bidder does not provide clarifications sought under the Clause above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Bid inviting Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.</p>
2.38	<p>Online Opening of BIDs:- Opening of BIDs (both Technical and Financial) will be done through online process.</p>
	<p>a) Opening and Evaluation of Technical Bids:- The Bid Inviting Authority shall on-line open Technical BIDs on the prescribed date and time as per Schedule of Bidding Process in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents as listed herein-before for submission physically, have been physically received. The Bid Inviting Authority will subsequently examine and evaluate the BIDs in accordance with the provisions this e-NIT for further course of bidding process.</p>

	<p>b) Opening and Evaluation of Financial Bids:- The Bid Inviting Authority shall inform the venue and time of online opening of the Financial Bids to the technically responsive and qualified Bidders through e-procurement portal and e-mail. The technically responsive & qualified bidders (if any), shall inform the Bid Inviting Authority through email in the prescribed format enclosed at Annexure VI A of Appendix 1A, for any change in their bid capacity, due to declaration of Appointed Date / Commencement Date against the awarded works for any other project as on bid submission date. In case of no change, 'NIL' information shall be furnished. If any of the qualified bidders fails to furnish the above information due to whatsoever reasons on bid submission date, or fails to qualify in Bid Capacity in this changed scenario, its financial bid shall not be opened. The Bid Inviting Authority shall open the online Financial Bids of the remaining bidders only on schedule date and time in the presence of the authorized representatives of the Bidders who may choose to attend. The Bid Inviting Authority shall announce the Bid Prices quoted by the technically responsive & qualified Bidder. Thereafter the Authority shall evaluate the Financial Bids followed evaluation of the Bids for combined score to determine the ranks of the bidders.</p>
2.39	<p>Award of Work and Execution of Agreement:- a) After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority or his representative to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA or as stipulated in LOA whichever is earlier, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.</p>
	<p>b) After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.</p>
2.40	<p>Performance Security & Additional Performance Security:- Selected Bidder is required submit requisite amount of Performance Security and Additional Performance Security in prescribed manner within time as specified under relevant EPC Articles/ Clauses.</p>

SECTION-3:- MISCELLANEOUS

3.0	The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Calcutta/ Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
3.1	The Bid Inviting Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
	a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
	b) consult with any Bidder in order to receive clarification or further information;
	c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/ or
	d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
3.2	It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Bid Inviting Authority, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

3.3/a Detailed survey of the alignment corridor minimum 50m either side from centre line of alignment including underground & over ground utility survey to validate the proposed GAD drawing and as well as feasibility of pier locations provided at the tendering stage or later with GPS survey, Closed Traverse survey an 1 in 50000 accuracy connected with GPS points, Traverse computation and error adjustment will be in software Least Square method, Detailed Topographical survey, Leveling 1√K accuracy connected with Survey of India GTS bench mark considering the sensitivity of the work and fixing of permanent and temporary bench marks in order to accurately planning and execution of the works. Fixing and maintaining permanent and temporary pillars along the alignment as per instruction of Authority's Engineer (A's E). Drawings will be prepared in AUTOCAD and submitted in soft and hard copies. Traverse and levelling stations will be revalidated once in three months. Method statement to be submitted and get approved from A's E before work. Validating GAD and pier locations duly considering feasibility of the pier locations on account of physical site constraints, utility (by physical verification) and on the basis of Geotechnical investigation, Reports vertical & horizontal. The payment for the same is deemed to be included in the contract price.

3.3/b. Detailed Geotechnical Investigations and interpretation of the physical properties, strength, and elastic parameters of the ground required for the design of the structures for ROB proper, the Viaducts, Embankments and for service roads, road diversions works etc. The Geotechnical Interpretative Report (GIR) shall be prepared and spatial variation of the

parameters shall be addressed and recommendations shall be made zone wise to be adopted for the design of the foundations. The payment for the same is deemed to be included in the contract price.

3.4 Detail preparation of detail drawings, design of 4-lane ROB (Over Railway Track) and viaduct connecting both ends (Shyambazar & Dunlop) including Chitpur ramp. The final GAD shall also include the provision of carrying two water pipe lines of 1219mm OD seamless pipe for water transmission by KMC, access by way of micro tunneling /jack pushing for CESC cables, OFC cables across the Railway Tracks required for all utility owning agencies. The proposed GAD and detail drawing to be approved from Eastern Railway for execution of the same.

3.5 All the utilities along the alignment shall be either diverted or supported and shall be restored back with the permission of the utility owning agency and to the requirement of the owner.

3.6 All works sites shall be barricaded and barricades shall be maintained till completion of the activities. The payment for the same is deemed to be included in the contract price.

3.7 The cost for all temporary / enabling works for construction of ROB proper, viaduct, embankment etc. e.g. centering, shuttering, staging, coffer, ballah piling, sheet piling over road / railway land etc is deemed to be included in the contract price. No extra payment will be made for this arrangement.

3.8 Traffic Management Plan is to be prepared and implemented as detailed below, cost of which is deemed to be included in the contract price. No extra payment will be made for this arrangement.

(1) The Contractor shall develop a detailed Traffic Management Plan for the work under the contract. The purpose is to develop a Traffic Management Plan to cope with the traffic disruption as a result of construction activities by identifying strategies for traffic management on the roads and neighbor hoods impacted by the construction activities. The Contractor shall implement the Traffic Management Plan throughout the whole period of the Contract.

(2) Principles for Traffic Management

The basis for the Plan shall take into consideration four principles:

- a) to minimize the inconvenience of road users and the interruption to surface traffic through the area impacted by the construction activities;
- b) to ensure the safety of road users in the impacted area;
- c) to facilitate access to the construction site, and to maintain reasonable construction progress.
- d) to ensure traffic safety at each construction site.

(3) Integrated Traffic Management Plan

The Contractor shall prepare an integrated plan showing the arrangements to be made for accommodating road and pedestrian traffic, at individual construction sites and

continuously along the alignment, to smooth traffic operations and for the safety of both construction workers and road users. The Plan shall consider different measures such as:

- a) proper phasing and timing of traffic signals;
- b) modifications to intersection geometry;
- c) changes in lane usage;
- d) parking prohibitions;
- e) re-location of bus stops;
- f) reducing width of footpaths and median;
- g) right-turn prohibition;
- h) work site access management;
- i) minimising the duration of any road closure;
- j) reversible lane operations;
- k) modification of roadway alignment affected by the construction, which shall be in conformance with the requirements and regulations defined by the relevant authorities;

(4) Mitigation of Traffic Disturbances

The Contractor shall manage the vehicular and pedestrian right of way during the period of construction. The Contractor shall take account of the need to maintain essential traffic requirements, as these may influence the construction process.

The Contractor shall include local traffic diversion routes and assess traffic impacts caused by the construction in the affected areas. Signage layout shall be included to ensure that adequate motorist information will be provided for traffic diversions.

Where it becomes necessary to close a road or intersection, or supplementary lanes are required to satisfy the traffic demands, traffic diversion schemes to adjacent roadways shall be developed with quantitative justifications. The Contractor shall co-ordinate with all relevant authorities.

Other considerations include:

- a) The minimum lane widths for fast traffic and mixed traffic shall follow the regulations of the different authorities;
- b) Any roads or intersections that have no alternative access shall not be fully closed for construction;
- c) Emergency access to all properties shall be maintained at all times;
- d) Access to business premises and property shall be maintained to the extent that normal activities are not seriously disrupted;

- e) Minimum footpath width shall be 1.5 m, unless otherwise indicated. The footpath shall be separated from vehicle traffic and not necessarily immediately adjacent to vehicle traffic;
- f) Where existing footbridges and underpasses are demolished or closed, provisions shall be made for pedestrian crossing to minimise the conflicts between a traffic lanes;
- g) Construction traffic shall be separated from other traffic wherever possible;
- h) Any traffic related facilities (bus stops, parking, etc.) which are affected by the construction works shall be maintained or relocated to appropriate locations;
- i) Motorists, pedestrians, workmen, plant and equipment shall be protected from accident at all times;
- j) Roadway designs, traffic management schemes, and installation of traffic control devices shall be in conformance with the requirements and regulations defined by the relevant authorities; and
- k) Where applicable, utility diversions shall be incorporated in the traffic management plan.

(5) Approval for Temporary Traffic Arrangements and Control

The Contractor shall make all arrangements with and obtain the necessary approval from the transport authorities and the Police Department for temporary traffic arrangements and control on public roads. In the event that the Contractor, having used its best endeavors, fails to secure the necessary approval from the transport authorities and the Traffic Police Department for temporary traffic arrangements and control on public roads, then the Authority will use its best endeavors to assist the Contractor to secure such approval but without responsibility on the part of the Authority to do so.

(6) Temporary Traffic Arrangements and Control

Temporary traffic diversions and pedestrian routes shall be surfaced and shall be provided where work on roads or footpaths obstruct the existing vehicular or pedestrian access. The relevant work shall not be commenced until the approved temporary traffic arrangements and control have been implemented.

Temporary traffic arrangements and control for work on public roads and footpaths shall comply with the requirements of the Traffic Police. Copies of documents containing such requirements shall be kept on the Site at all times.

Temporary traffic signs, including road marking, posts, backing plates and faces, shall comply with the requirements of the Traffic Police and should be in accordance with the requirements of Ministry of Surface Transport. All overhead traffic management signs that are fixed to bridges and gantries shall be illuminated at night. Pedestrian routes shall be illuminated at night to a lighting level of not less than 50 lux.

Adequate number of traffic marshals shall be deployed for smooth regulation of traffic.

Temporary traffic arrangements and control shall be inspected and maintained regularly, both by day and night. Lights and signs shall be kept clean and legible. Equipment which are damaged, dirty, incorrectly positioned or not in working order shall be repaired or replaced promptly.

(7) Particulars of Temporary Traffic Arrangements and Control

The following particulars of the proposed temporary traffic arrangements and control on public roads shall be submitted to the A'sE for consent at least 28 days before the traffic arrangements and control are implemented:

- a) details of traffic diversions and pedestrian routes;
- b) details of lighting, signage, guarding and traffic control arrangements and equipment;
- c) Any conditions or restrictions imposed by Traffic Police or any other relevant authorities, including copies of applications, correspondence and approval.
- d) Where concrete barriers are used to separate flows of traffic, the barriers shall be in a continuous unbroken line. No gaps shall be left between any section of the barrier.
- e) Site perimeter fencing and barriers along the roadway, shall have flashing amber lights positioned on the top of them every 50 metres apart and at every abrupt change in location. Directly below the flashing light shall be fixed, in the vertical position, a white fluorescent light with a waterproof cover.

(8) Use of Roads and Footpaths

- a) Public roads and footpaths on the Site in which the work is not being carried out shall be maintained in a clean and passable condition.
- b) Measures shall be taken to prevent the excavated materials, silt or debris from entering gullies on roads and footpaths; entry of water to the gullies shall not be obstructed.
- c) Surfaced roads on the Site and leading to the Site shall not be used by tracked vehicles unless protection against damage is provided.
- d) Contractor's Equipment and other vehicles leaving the Site shall be loaded in such a manner that the excavated material, mud or debris will not be deposited on roads. All such loads shall be covered or protected to prevent dust being emitted. The wheels of all vehicles shall be washed when necessary before leaving the Site to avoid the deposition of mud and debris on the roads.

3.9 Reinstatement of Public Roads and Footpaths including new roads, new drainage

Temporary diversions, pedestrian access and lighting, signing, guarding and traffic control equipment shall be removed immediately when they are no longer required. Roads, footpaths and other items affected by temporary traffic arrangements and control shall be reinstated to the same condition as existed before the work started or as permitted by the A'sE immediately after the relevant work is complete or at other times permitted by the Authority/A'sE.

The Contractor shall submit his design for the reinstatement to the relevant authorities and obtain their prior approval to carrying out the work. Reinstatement works shall include but not be limited to:

- a) Parking bays
- b) Footpath and kerbs
- c) Road Signage
- d) Street Lighting
- e) Landscaping
- f) Traffic Lights and Control Cable
- g) Road painting

Unless otherwise directed by the Authority/A'sE, any areas disturbed by the construction activity, either inside or outside the Project Right of Way, shall be reinstated as follows:

All areas affected by the construction work shall be reinstated to their original condition, with new materials, including but not necessarily limited to, sidewalks, parking lots, access roads, adjacent roads properties and landscaping. Grass cover shall be provided for any bare earth surface areas, along with proper provisions for surface drainage.

Landscaping design must be submitted to the relevant authorities and match the remaining areas. In addition the Contractor shall carry out the design and construction of landscaping for all works areas and will submit his proposals to the relevant authorities for approval before commencement of landscaping works as a part of restoration scheme of works area. The Payment for the same is to be made as per Schedule F on the basis of actual work done.

All the cost required for scope of works in this regard is deemed to be included in the cost of EPC Contract Price and no claim will be entertained on this account.

3.10 SAFETY PRECAUTION TO BE TAKEN UP FOR WATER SUPPLY PIPELINE OF KOLKATA MUNICIPAL CORPORATION (KMC).

1. There are six inlet pipelines dedicatedly transmitting water 24 X 7 from Palta Water Treatment Plant to Tallah Pumping Station, out of which three pipeline having diameter 42" , 48" and 48" are running along western side of B.T. Road near Tallah and crossing over the width of Tallah-ROB from western flank to eastern flank within its northern side at grade portion. Nevertheless speaking these pipelines are more than 100 years old and were built during British era and also major arterial source of city water supply system till today and covers nearly 60% of daily water supply need of the city of Kolkata. The exact alignment, position and depth are not known to K.M.C. Therefore careful study and examination are to be made by EPC Contractor to locate physical position of these pipelines, prior to taking up any work of the northern side at grade part of Tallah-R.O.B. Suitable contingent plans are to be adopted during dismantling of the northern side at grade of the R.O.B. As these pipelines are century old, brittle in nature & structurally feeble because of old age, contingent plans should include :

- a. Trail excavation to locate exact alignment and position of the pipelines.
- b. M.S. Jacketing for weak portion of the pipeline, more precisely at the joint portions are of utmost importance to safeguard these pipeline vis-a-vis lifetime of the city water supply system.

2. Beside this, one old dedicated pipeline of 900 mm dia.. generated from Tallah Pumping Station supplies Cossipore area is running very close to northern side at-grade of Tallah-R.O.B and also crosses from east to west. Care should also be taken to ensure its safety during demolition stage. Exact alignment, depth and position of this pipeline is not known to K.M.C. Therefore, PWD is requested to examine the said pipeline prior to their demolition work. Suitable contingent plan should also be adopted for this pipeline as described in point no. (1).

3. In addition to these, there are six pipelines running along and parallel to existing Tallah-ROB on its eastern side and these pipelines are very much in close proximity of existing Tallah-R.O.B substructure as well as superstructure. These pipelines are generated from Tallah Pumping Station and continuously transmitting treated surface water as received from Palta WTP towards city supply – Storage and Distribution. Needless to speak these old pipelines are being built up over the centuries and taking key role for uninterrupted city water supply since inception. Disruption of any of these pipelines will lead to catastrophic collapse of city water supply system. Therefore special care should be taken during dismantling of foundation; substructure and superstructure of existing Tallah-R.O.B., so that no damage is done to any of these pipelines. PWD should take contingent plans to safeguard these pipelines during demolition of the Tallah-R.O.B. This contingent plans include:

- a. Sheet piling is required to be provided between the cluster of pipeline & the existing foundation and substructure (Below FGL) of Tallah-R.O.B. where they are in close proximity.
- b. Manual dismantling of foundation portion which is within the very close proximity of any of these pipelines
- c. No debris, dismantled material should be thrown on the area where these pipelines are aligned to avoid any likely damage of these pipelines due to impact load during demolition process. Vibration during the dismantling process is to be avoided at the vicinity of pipelines.
- d. The segment of the pipeline close to the proposed substructure should be structurally strengthened by means of M.S. Jacketing etc. parallel to the foundation plus at least 1.0 m additional length on either side or as required during demolition stage.

4. Needless to mention that the above list of precautions is not exhaustive.

5. During demolition, all sorts of suit to situation precaution are to be adopted to safeguard the KMC water supply pipelines. In this regard all help will be extended from KMC side on round the clock basis.

6. In fact failure to any one of the pipelines as mentioned above will create total chaos. For instance the entire area will be inundated with huge volume of water at high pressure. This may lead to severe & fatal accident. This will also lead to immediate shutdown of Palta Water Works & Tallah Pumping Station & eventually nearly 60% of the city will be out of potable water supply system & becomes dry.

7. EPC Contractor shall have to execute the demolition/ reconstruction work giving top most priority to the safety issues of existing water pipe lines in consultation with KMC. All incidental costs that may be required on this issue shall be deemed to be included in the contract price and no extra claim will be entertained.

3.11 Documents

Following documents are required to be submitted by the contractor on the basis of field and laboratory data to enable the Authority's Engineer appointed by the Authority to check detailed design submitted by the EPC Contractor duly verified by the Proof Consultant & Safety Consultant engaged by the EPC Contractor and produce Good for Construction Drawings required for the execution of the work.

a) Geotechnical Investigation Report

A report including site investigation results and covering the geotechnical interpretation of site investigation work including that undertaken by the Contractor in sufficient detail providing all parameters required to be used in the design of foundation. The report shall include the full logs and descriptions of confirmatory boreholes drilled at least at all proposed foundation locations without damaging the existing utilities by the Contractor. The payment for the same is deemed to be included in the EPC Contract Price.

b) Survey Report

A report on all survey work undertaken by the Contractor, including checks on mapping, survey stations, co-ordinates and setting-out. Updated topographical and survey drawings shall also be included. The payment for the same is deemed to be included in the EPC Contract price.

c) Utilities Report

A report giving details of arrangements and working methods in respect of the existing utilities, including protection measures, diversions, reinstatements and programme allowances. The payment for the same is deemed to be included in the EPC Contract price.

d) Temporary Works Design Report

A report which provides sufficient information on the design of the Temporary Works to allow the A'sE to assess their effects on the Permanent Works and to enable these to be taken into account in the review of the Definitive Design. The payment for the same is deemed to be included in the EPC Contract price.

e) Construction/Installation Analysis Report

A report containing a stage-by-stage construction/ installation sequence for all structures/ equipment. The payment for the same is deemed to be included in the EPC Contract price.

f) Construction Method Statement

A report which provides sufficient information including elements of support system and list of the equipment proposed to be used and for the works, the methods of construction and

Contractor's Equipment to allow the A'sE to assess their effects on the Permanent Works and to enable these to be taken into account in the Design of permanent structures. The payment for the same is deemed to be included in the EPC Contract price.

3.12 SAFETY & SECURITY:- Following actions/ measures are to be taken up by the EPC Contractor during execution of work. The rates quoted by the Contractor shall be deemed to include all expenditure likely to be incurred under the provisions of this clause.

a) The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway / A'sE / Authority from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

b) Before starting any excavation work, the Contractor shall comply with the instructions issued in the joint procedure order issued by Railway which is reproduced below:

“JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALING, ELECTRICAL AND TELECOMMUNICATION CABLES”.

i) A number of A'sEing works in connection with gauge conversion/ doubling/ third line are in progress on various railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to Cabins. ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organization under open line or construction units under CAO/C are executing various signaling and telecommunication works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. RailTel are also executing the work of laying of quad cable and OFC on various Railways as a part of sanctioned works for exclusive use of Railways for carrying voice and data i.e. administrative and control communication, PRS, FOIS etc. or shared by RailTel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Deptt. Generally, these works are executed by contractors employed by these organizations.

ii) However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by Contractors carrying out the Civil A'sEing Works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical depts. Such Cable faults results in the failure of vital signaling and telecommunication circuits.

iii) Henceforth, the following joint procedure shall be followed by A'sEing, Electrical and S&T (and RailTel organization, wherever such works are being done by them). Officers of the respective divisions and by the Construction Organization, while carrying out any digging work near to existing signaling & telecommunication and electrical cables, so that the instances of cable cut due to execution of works can be controlled and minimized.

iv) S&T Department (and RailTel, where they have laid the cables) & Electrical Depts. shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or

wherever there is change in alignment so that the same is located easily by the A'sEing official/contractor. This cable route plans shall be made available to the DSE/DEN or Dy.CE/C as the case may be by Sr. DSTE/DSTE or Sr. DEE/DEE of the divisions or Dy.CSTE/C or Dy. CEE/C within a reasonable time in duplicate. DSE/DEN or Dy.CE/C will send copies to their field unit i.e. AEN/SE/P.Way & works.

v) Before taking up any digging activity on a particular work by any agency, Sr. DSTE/DSTE or Sr.DEE/DEE of the section shall be approached in writing by the concerned Engg. or S&T or Electrical officer for permitting to undertake the work. After ensuring that the concerned executing agencies, including the contractor have fully understood the S&T and Electrical cable route plan shall permit the work in writing.

vi) After getting the permission from S&T or Electrical Deptt. as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor by concerned Engg. official for commencement of work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable that a suitable post of SE (Sig) or SE (Tele) or SE (Elect.) shall be created chargeable to the estimates of doubling / Gauge conversion, who can help engg. agencies in the execution of the work. However basic responsibility will be of the Department executing the work and the Contractor.

vii) The SE (P.Way) or SE (Works) shall pass on the information to the concerned SE (Sig) SE (Tele) or SE (Elect.) about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition A'sEing control shall also be informed by SE (P.Way) or SE (Works), which in turn shall pass on the information to the Test Room/Network Operation Centre of RailTel/TPC/Electrical Control.

viii) On receiving the above information, SE (Sig) or SE (Tele) or SE (Elect.) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.

ix) The name of the contractor, his contact telephone number, the nature of the work shall be notified in the A'sEing Control as soon as the concerned Engg. official issued the letter authorizing commencement of work to the contractor. Test Room be given a copy and Test Room shall collect any further details from the A'sEing Control and shall pass it on to S&T/RailTel & Elect. officials regularly.

x) In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e. the nature the work, kilometer etc. be given to the A'sEing Control including the contact person's number so that the work can be done in a planned manner. The permission letter shall indicate the contact numbers of Test Room/Network Operations Centre of RailTel/TPC/Elect. Control.

xi) Where the nature of the work taken by the A'sEing department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division/RailTel/Construction can plan the works properly for shifting. Such shifting works shall, in addition, for security and integrity of the cables, be supervised by S&T supervisors/RailTel supervisors/Electrical Supervisors.

xii) The concerned SE (P.Way) / SE (Works) / SE (Sig.) / SE (Tele) / SE (Elect.) or RailTel supervisors, supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged in view of their importance in providing communication during accident / emergency.

xiii) In case of minor nature of works where shifting of cable is not required in order to prevent damage to the cable, the A'sEing Contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly along side at a safe location before starting the earthwork under the supervision of SE (Sig) or SE (Tele) or SE (Electrical). The \ cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable by the concerned S&T supervisors or Electrical Supervisors. However, the work will be charged to the concerned A'sEing works.

xiv) In all the sections where major project are to be taken up/going on RailTel/S&T Deptt. shall deploy their official to take preventive / corrective action at site of work.

xv) No new OFC/Quad cable shall be laid close to existing track. It shall be laid close to Railway boundary as per extant instructions i.e. 1.0m from the Railway boundary to the extent possible to avoid any interference with future works (doubling etc.). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or Concrete markers. Henceforth, wherever cable laying is planned and before undertaking the laying work, the cable route plan of the same shall be got approved from the concerned Sr. DEN or Dy. CE/Constn. to avoid possible damages in future. Such approvals shall be granted within 7 days of submission of the requests.

xvi) The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.

xvii) Any damage caused to OFC/Quad cable or Electrical cable during execution of the work, necessary debit shall be raised on A'sEing Department who shall bear the cost of the corrective action.

xviii) All types of bonds i.e. rail bond, cross bond and structure bond shall be restored by the Contractor with a view to keep the rail voltage low to ensure safety of personnel.

xix) Above joint circular shall be applicable for construction as well as open line organization of A'sEing, S&T & Electrical.

xx) The S&T cable and Electrical cable route plan should be got approved from the concerned Sr. DSTE / DSTE & Sr. DEE / DEE respectively, before undertaking the work and completion cable route plan should be finalized Block section by Block section as soon as the work is completed.

c) WORKING NEAR RUNNING LINE

i) The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in railway land next to the running line. If for execution of certain works viz earth work for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc, road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the A'sE for permission giving the type & no. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work / movement. The Railways/Authority/ A'sE or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flag men & supervisor and will give written permission giving names of road vehicle drivers, contractor's flag men and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:

ii) Road vehicles can ply along the track after suitable cordoning of track with minimum distance of 6 meters from the centre of the nearest track. For working of machinery close to the running tracks or plying of road vehicles during night hours, the contractor shall apply to the A'sE in writing for permission, duly indicating the site details in a neat sketch and safety measures proposed to be taken. Subject to the approval of concerned Railway authorities, the A'sE or his authorised representative will communicate permission to the contractor / contractor's representative. The contractor and his men shall strictly adhere to the instructions given along with such permissions.

iii) Nominated vehicles and drivers shall be utilized for work in the presence of at least one flag man and one supervisor certified for such work. In order to monitor the activities during night hours, additional staff may have to be posted based on the need of the individual site.

iv) The Contractor's machinery, equipment and vehicles shall normally operate 6 m clear of track. Any movement / work at less than 6m and upto a minimum of 3.5m clear of track centre, shall be carried out only in the presence of a person (including any railway employee) authorized by the A'sE. No part of the road vehicle shall be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the Authority.

v) The Contractor's machinery and equipment like Cranes, Flash Butt Welders, Ballasting machinery, Compactors, Track Laying Systems etc., are required to operate close to the existing line carrying traffic. Contractor is fully responsible for operating these machinery without endangering the safety of the running line and traffic.

d) SAFETY FENCING

i) Before commencing any work close to the running track, the Contractor shall provide safety fencing and obtain the specific permission of A'sE to commence the work in that stretch.

- ii) The fencing shall be for a height of 1.5 meters with wooden/Casurina balli posts of length 2.1 m at 3 m centre to centre spacing as per direction of A'sE.
- iii) The Contractor shall maintain the safety fencing in good working condition throughout the period till the work in a given stretch is completed. He can remove the fencing after getting the approval of A'sE. The fencing material will be the property of the Contractor. Serviceable materials obtained from the released fencing can be re-used for providing fencing in subsequent stretches.
- iv) The contractor's special attention is drawn to Para 826 of Indian Railways Permanent Way Manual introduced under Advance Correction Slip no. 69 dated 23.05.2001, reproduced below which should invariably be complied with.
- v) "826 Safe working of Contractors -- A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings, bridge rebuilding etc. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted:
 - vi) The contractor shall not start any work without the presence of Railway supervisor at site.
 - vii) Wherever the road vehicles and / or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and / or Machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning / reversal of road vehicles / machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.
 - viii) The "look out and whistle" caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flag men / detonators shall be provided where necessary for protection of trains.
 - ix) The supervisors / workmen should be counselled about safety measures. A competency certificate to the contractor's supervisor as per Performa annexed shall be issued by AEN which will be valid only for the work for which it has been issued.
 - x) The unloaded ballast / rails / sleepers / other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
 - xi) Supplementary site specific instructions, wherever considered necessary, shall be issued by the A'sE.

COMPETENCY CERTIFICATE

Certified that Shri _____ P.Way supervisor of
M/S _____ has been examined
regarding P.Way working on _____ work. His knowledge
has been found satisfactory and he is capable of supervising the work safely.

ASSISTANT A'SE"

xii) The work of formation in banks and cuttings through out the length of doubling is adjacent to track under running traffic. Many of the bridges on the proposed double line are to be constructed either as extensions or just adjacent to the existing bridges under running traffic. The work of Installation of Track through out the length of doubling is adjacent to track under running traffic. The work of Installation of Track and Signals in the Station yards including alterations to the existing Track and Signals has to be done adjacent to or in replacement of the existing Track and Signals which are under running traffic. The contractor shall ensure that the safety of the running lines and running traffic is not endangered, because of his work.

xiii) Any traffic/traction blocks, temporary speed restrictions and caution orders required in this connection shall also be got sanctioned from the Railway authorities well in advance, through the A'sE. The Railways may sanction the same for specific sites within the overall recovery time available in the Railway's time table. The contractor shall have to schedule his programme according to the convenience of the Railways. No claim from the contractor for any delay/inconvenience/loss on this account shall be entertained by the Authority.

xiv) The contractor shall provide at site at his own cost, all protection measures including exhibition and lighting of all Temporary A'sEing Signals as per Railway rules, instructions and norms. All lights provided by the contractor shall be screened so as not to interfere with any signal light on the Railways or with any traffic or signal lights of any local or other authority.

e) ANCILLARY AND TEMPORARY WORKS

i) The Contractor's proposals for erection of all ancillary and temporary works shall be in conformity with the proposals submitted along with the tender and modifications thereto as approved by the A'sE.

ii) The Contractor shall submit drawings, supporting design calculations where called for by the A'sE and other relevant details of all such works to the A'sE for approval at least one month before he desires to commence such works. Approval by the A'sE of any such proposal shall not relieve the contractor of his responsibility for the sufficiency of such works.

iii) The contractor shall, at his own cost, design and provide any temporary arrangements including relieving/service girders required in connection with the above said works and remove the same, when no longer required. These arrangements shall conform to Railway norms. The contractor shall obtain all necessary approvals and sanctions of the concerned Railway authorities including Commissioner of Railway Safety through the A'sE in advance and well in time.

iv) The contractor shall ensure and be entirely responsible for proper design, fabrication, provision and upkeep of all temporary arrangements and all associated activities so as not to endanger safety of any assets, running track, traffic and traveling public and for following all extent instructions, norms, practice and procedures laid down by Railway authorities in this respect, which may be ascertained from the Railways through the A'sE.

v) If required, Railways may, in order to ensure the safety of the running track, post at site Regular Railway staff to watch the efficacy and safety of temporary arrangements and protection measures round the clock for the period the same exist in the running line and till the running line is restored back to normal. Railways may also supervise the insertion, maintenance and removal of the temporary arrangements. The cost of such staff shall be borne by the Authority.

vi) Notwithstanding the above, the contractor shall not, however, be relieved of his responsibility and obligation as aforesaid.

vii) Save as provided in Para 7 (e) above, the contractor shall bear the cost of complying with all safety requirements. No extra payment will be made for complying with the safety provisions under this chapter and the cost of all such elements to meet the safety requirements shall be deemed to be included in the Bill of Quantities.

viii) The contractor remains fully responsible for ensuring safety. In case of any accident, the Contractor shall bear cost of all damages to his equipment and men and also damages to Railway and its passengers.

ix) Suitable barricading to forewarn road vehicle driver shall be provided by the contractor. The luminous tape, strung on bamboo or steel poles can be considered for such barricading. Barricading arrangement should be got approved by the A'sE.

f) INDEMNITY BY CONTRACTOR

The Contractor shall indemnify and save harmless the Railway / Authority / A'sE from and against all actions, suit proceedings, losses, costs, damages, claims, and demands of every nature and description brought or recovered against the Railways / Authority / A'sE by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

g) DAMAGE TO RAILWAY PROPERTY OR LIFE OR PRIVATE PROPERTY

The contractor shall be responsible for all risks to the works and for the trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives of persons or property of others from whatsoever cause in connection with the works until they are taken over by the Authority and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway/Authority/A'sE shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of Workmen's compensation act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid, by reason of any act, or any negligence or any omissions on the part of the contractor, the amount of any costs or charges including costs and charges in connection with legal proceedings,

which the Railway/Authority/A'sE may incur in reference thereto, shall be charged to the contractor. The Railway / Authority / A'sE shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expense shall not be called in question by the Contractor.

h) SAFETY OF PUBLIC

- i) The Contractor shall be responsible to take all precautions to ensure the safety of the Public whether on Public or Railway property and shall post such look out men as may in the opinion of the A'sE be required to comply with regulations pertaining to the work.
- ii) The Contractor shall provide effective barricading using G.I. corrugated sheets around foundation pits, trenches, erection sites, demolition sites etc., to prevent accidents and injuries to the public. He shall erect barricading duly leaving safe passage for the movement of the public as per the directions of A'sE.
- iii) No payment will be made for providing such barricading and the rates quoted by the Contractor shall be inclusive of such safety measures.

i) REPORTING OF ACCIDENTS

The Contractor shall report to the A'sE details of any accidents as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the A'sE and the Authority immediately by the quickest available means.

j) Life-saving Appliances and First-aid Equipment: The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the A'sE and in accordance with the requirements of ILO Convention No. 62. The appliances and equipment shall be available for use at all time.

k) SECURITY MEASURES

- i) Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his subcontractors.
- ii) Contractor's as well as Sub Contractor's employees and representatives shall wear identification Badges (cards), uniforms, helmets, gum boots and other safety / protection gadgets / accessories provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
- iii) All vehicles used by the contractor shall be clearly marked with the Contractor's name or identification mark.
- iv) The contractor shall be responsible for security of works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations.

The requirements of security measures shall include, but not be limited to, maintenance of Law and Order at site, provision of all lighting, guard, flagmen, and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the works continuously through out working and non-working periods including nights, Sundays and holidays, for the duration of the contract. However, at work sites in close proximity of traffic corridors where public and traffic are likely to come close to the work area, suitable barricading as proposed by contractor and approved by A'sE shall be provided.

v) No separate payment will be made for providing security measures and will be deemed to be included in the rates quoted by the contractor.

3.13 Inspection Vehicle: - EPC contractor shall have to provide 3 (three) Nos Inspection Vehicles (Innova or similar) in tip top condition at the disposal of Superintending Engineer Tala Bridge PIU, PWD for day to day inspection purpose from the appointed date till completion of the project. Cost of fuel, lubricants, wages of driver & overtime, insurance coverage etc all cost are to be borne by the EPC Contractor. The rates quoted by the Contractor shall be deemed to include all expenditure likely to be incurred under the provisions of this clause. In case of failure to fulfill the requirement, an amount @ Rs 2000.00 (Rupees two thousand) only per day per vehicle will be deducted from the bill.

3.14 Launching Scheme of girders :-

Launching scheme of girders over railway tracks has to be developed by EPC contractor through computer animated programme and approval of the same to be obtained from CRS/Eastern Railway. Vibration, response and simulation analysis for girders/cable stayed ROB structural arrangement to be developed by EPC Contractor and approval thereof to be taken from CRS/ Eastern Railway. Maintenance, methodology ensuring geometry and instrumentation to be developed by EPC Contractor and approval thereof CRS/ Eastern Railway. Quality assurance plan including Deviation management for fabrication of girders and launching to be developed by EPC contractor and approval thereof to be obtained from CRS/Eastern Railway. The design Basis/design features of the girders/ROB proper over Railway Tracks should be developed as per relevant Engineers codes of practices by the EPC contractor and approval thereof should be obtained from CRS/Eastern Railway. The rates quoted by the Contractor shall be deemed to include all expenditure likely to be incurred under the provisions of this clause.

Sd/
Superintending Engineer
And Project Director, PIU-I
P.W (Roads) Directorate

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.5, 2.24, 2.28 and 2.33 of T&C of e-NIT/ RFP)

Dated:

To,
The Superintending Engineer,
And Project Director, PIU-I
Public Work (Roads) Directorate,
3, Commissariat Road, 1st Floor, Kolkata-700022
Email- centraltenderpwdwb@gmail.com

Sub: BID for “Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal”, through Engineering Procurement and Construction (EPC) Contract.

Ref: e-NIT No. **NIT/EPC/01/2019-20** OF SE & PD, PIU-I, P.W.(ROADS) DTE

Dear Sir,

With reference to your e-NIT document dated 11.12.2019. I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last two years, I/we have not been barred by the Public Works Department or any Other Department(s), Government of West Bengal or its implementing agencies and/or by any other State Government or Government of India or their implementing agencies for the works under its jurisdiction and any such bar subsists as on the date of Application.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any

- Addendum issued by the Authority; and
- (b) the undertakings given by us along with the Application in response to the e-NIT for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders.
 9. I/We believe that I/we satisfy the Technical Eligibility and Financial Capacity criteria and meet the requirements as specified in the Bid document.
 10. I/We declare that I/we am/are not part and parcel of any other Entity submitting a BID for the Project.
 11. I/We certify that in regard to matters other than security and integrity of the country, I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on my/our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/We further certify that no investigation by a regulatory authority is pending either against me/us or against our CEO or any of our directors/ managers/ employees.
 14. I/We further certify that I/we am/are not disqualified in terms of the additional criteria specified by the Department of Disinvestment, Govt. of India in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the e-NIT at Annexure VII of Appendix-IA thereof.
 15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 17. I/We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 18. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID

Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/We have studied all the Bidding Documents carefully and also surveyed the [project highway and the traffic]. We understand that except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
20. I/We offer a BID Security of **Rs. _____ lakh** (Rupees _____ only) to the Authority in accordance with the Bid Document.
21. The payment of the BID Security has been made by/through on line..... as specified provision of the e-NIT.
22. The documents accompanying the Technical BID, as specified in e-NIT, have been submitted in separate files.
23. I/We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project /Contract is not awarded to me/us or my/our BID is not opened or rejected.
24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the e-NIT, draft Agreement, my/our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
25. I/We agree and undertake to abide by all the terms and conditions of the e-NIT/Bid document.
26. I/We agree and undertake to be liable for all the obligations of the EPC Contractor under the Contract Agreement.
27. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the e-NIT.
28. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the e-NIT/Bid document.

Yours faithfully,

Date:
Place:

(Signature, name and designation
of the Authorised signatory)

Name & seal of Bidder

APPENDIX - IB
Letter comprising the Financial BID
(To be submitted on line only along with financial bid)
(Refer Clause 2.5, 2.24 and 2.28 of T&C of e-NIT/ RFP)

Dated:

To,
The Superintending Engineer,
And Project Director, PIU-I
Public Work (Roads) Directorate,
3, Commissariat Road, 1st Floor, Kolkata-700022
Email- centraltenderpwdwb@gmail.com

Sub: BID for “Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal”, through Engineering Procurement and Construction (EPC) Contract.

Ref: e-NIT No. NIT/EPC/01/2019-20 OF SE & PD, PIU-I, P.W.(ROADS) DTE

Dear Sir,

With reference to your e-NIT document dated 05.10.2018. I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the e-NIT, draft Agreement, my/our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
4. I/We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the e-NIT.
7. **I/We hereby submit our BID and offer a BID Price Rs. (Rupees) only for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.**

Yours faithfully,
(Signature, name and designation of the Authorised Signatory)
Date:
Place:
Name & seal of Bidder :.....
DSC ID of Authorised Signatory :.....

Appendix IA

Annex-I

Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Class III Digital Signature Certificate ID number

5. A statement / undertaking by the Bidder in respect of non-barment by the Public Works Department or any Other Department(s), Government of West Bengal or its implementing agencies and/or by any other State Government or Government of India or their implementing agencies for the works under its jurisdiction, and the bar subsists as on the date of Application.

Appendix IA

Annex-II

Technical Eligibility/Requirement of the Bidder

(Refer to Clauses 2.16/A/i of T&C of e-NIT)

“Certificate from the Employer, A’s E, IE or Competent Officer not below the rank of Executive Engineer, in respect of clause no- 2.16/A/i is to be submitted in proper manner so that the requirement under this clause is better understood.

Appendix IA

Annex-II

Technical Eligibility/Requirement of the Bidder

(Refer to Clauses 2.16/A/ ii of T&C of e-NIT)

“Certificate from the Employer, A’s E, IE or Competent Officer not below the rank of Executive Engineer, in respect of clause no- 2.16/A/ii are to be submitted in proper manner so that the requirement under this clause is better understood.

Appendix IA

Annex-II

Technical Eligibility/Requirement of the Bidder

(Refer to Clauses 2.16/A/iii of T&C of e-NIT)

“Certificate from the Employer, A’s E, IE or Competent Officer not below the rank of Executive Engineer, in respect of clause no- 2.16/A/iii are to be submitted in proper manner so that the requirement under this clause is better understood.

Appendix IA

Annex-III

Financial Capacity/ Requirement of the Bidder

(Refer to Clauses 2.16/B/i of T&C of e-NIT)

Bidder Type/ name	Annual Turnover										Average Annual Turnover (Rs. in Crore)
	Year 1		Year 2		Year 3		Year 4		Year 5		
	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	
1	2	3	4	5	6	7	8	9	10	11	(2x3+4x5+6x7+8x9+10x11)/5
		1.00		1.05		1.10		1.15		1.20	

Name & address of Bidder's Auditor:-

- 1.
- 2.
- 3.

.....

 Name of the Statutory Auditor's firm:
 Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

.....

 Signature, name and designation of Authorised Signatory
 For and on behalf of(Name of the Bidder)

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, proceeding the bidding year. Year 2 shall be the year immediately preceding Year 1 and so on.
3. The Bidder shall also provide the name and address of the Bankers to the Bidder.

Appendix IA

Annex-IV

Financial Capacity/ Requirement of the Bidder

(Refer to Clauses 2.16/B/ii of T&C of e-NIT)

Bidder Type/ name	Net Worth	
	Year 1	
	(Rs. In Crore)	Updation factor
1	2	3
		1.00

Name & address of Bidder's Auditor:-

- 1.
- 2.
- 3.

Name of the Statutory Auditor's firm:
 Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

Signature, name and designation of Authorised Signatory

 For and on behalf of(Name of the Bidder)

Instructions:

2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, proceeding the bidding year. Year 2 shall be the year immediately preceding Year 1 and so on.
3. The Bidder shall also provide the name and address of the Bankers to the Bidder.

Appendix IA
Annex-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,
The Superintending Engineer,
And Project Director, PIU-I
Public Work (Roads) Directorate,
3, Commissariat Road, 1st Floor, Kolkata-700022
Email- centraltenderpwdwb@gmail.com

Sub: BID for “Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal”, through Engineering Procurement and Construction (EPC) Contract.

Ref: e-NIT No. **NIT/EPC/01/2019-20** OF SE & PD, PIU-I, P.W.(ROADS) DTE

Dear Sir,

I/We hereby confirm that I/we (constitution of which has been described in the application) satisfy the terms and conditions laid out in the e-NIT/Bid document.

I/We have agreed that (insert individual’s name) will act as our representative and has been duly authorized to submit the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

Appendix-IA

Annexure-VI

(Refer to Clauses 2.16/B/iii & 2.17 of T&C of e-NIT/RFP)

Information required to evaluate the BID Capacity

To calculate the value of “A”

1. A table containing value of Civil Engineering Works in respect to EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 (five) years is as follows:

2.

Sl. No.	Year	Value of Civil Engg. Works undertaken w.r.t. EPC / Item rate/Trunkey Projects (Rs. in Crore)
1	(2018-19)/2019	
2	(2017-18)/2018	
3	(2016-17)/2017	
4	(2015-16)/2016	
5	(2014-15)/2015	

3. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 5 (five) years and value thereof is Rs. _____ Crores (Rupees _____). Further, value updated to the price level of the year indicated in Bid document is as follows:

Rs. _____ Crore x _____ (Updation Factor#) = Rs. _____ Crore (Rupees _____)

Date:

Place:

Name of the Statutory Auditor’s firm:
Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

Signature, name and designation of Authorised Signatory

For and on behalf of(Name of the Bidder)

To calculate the value of “B”

A table containing value of all the existing commitments and on-going works to be completed during the next **years is as follows:

Sl. No	Name of Project /Work	Percentage of participation of Bidder in the project	Date of start / appointed date of project	Construction period as per Agreement /LOA	Value of contract as per Agreement /LOA ^β Rs. in Crore	Value of work completed Rs. in Crore	Balance value of work to be completed Rs. in Crore	Anticipated date of completion	Balance value of work at 2018-19/2019 price level Rs. in Crore
1	2	3	4	5	6	7	8 = (6-7)	9	10 = (3X8X#)

Updation Factor as given below:

Year	Year-1	Year-2	Year-3	Year-4	Year-5
	(2018-19)	(2017-18)	(2016-17)	(2016-15)	(2015-14)
Up-dation factor (#)	1.00	1.05	1.10	1.15	1.20

The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s and M/s, as on bid due date of this e-NIT.

.....

 Signature, name and designation of Authorised Signatory

 For and on behalf of(Name of the Bidder)

.....

 Name of the Statutory Auditor’s firm:
 Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

Date:
 Place:

^β In case balance period of construction is less than the value of period of construction of the project for which bid is invited, then full value of contract as per Agreement/LOA to be mentioned, else, anticipated value of work to be completed in the period of construction of the project for which bid is invited is to be mentioned. In the absence of the anticipated value of work to be completed, the proportionate value shall be considered while evaluating the Assessed Available Bid Capacity.

Appendix-IA
Annexure-VI A

(Refer to Clauses 2.38 of T&C of e-NIT/RFP)

Format for information to be furnished by Technically Responsive Bidder regarding updated Bid Capacity as on bid submission date:

1. Name of instant project:-
2. Name of the Technically Responsive Bidder:-
3. Details of lowest/accepted bid price declared in favour of the Technically Responsive Bidder (either sole or J.V.) in any other project as on Bid Due Date.

Sl. no.	Name of Work	Details and contact nos, email of Bid inviting authority	Lowest bid price as per financial bid opening (Rs. In lakhs)	Date & time when Financial bid was opened	Date of LOA in case issued	Remarks, if any
1.						
2.						

I/We hereby confirm that the information furnished above are latest and true to the best of my/our knowledge. I/We undertake to bear consequences as per provision of e-NIT in case of any above mentioned is found to be incorrect.

Authorised Signatory

.....

Name:

Place:.....

Date:

APPENDIX-IA
Annexure VII

Guidelines of the Department of Disinvestment

Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi.
No.6/4/2001-DD-II

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

Appendix-IA
Annexure-VII..contd
Page-2

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

Sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX-H

FORMAT OF THE BANK GUARANTEE for BID SECURITY

(Refer to Clauses 1.10, 2.24 & 2.29 of T&C of e-NIT... need not to be typed)

To

The Executive Engineer,

Kolkata North Division, Public Works Directorate,

166/10 B.T. Road, 1st floor & 2nd floor, Dunlop More, Kolkata-700108,

email-execnsd@rediffmail.com

1. In consideration of you, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns), having agreed to receive the BID ofand having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the "Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal", on EPC basis (hereinafter referred to as "the Project") pursuant to the e-NIT Document dated 27.12.2019 issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the e-NIT Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the e-NIT Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. _____ lakh (Rupees _____ only). (hereinafter referred _____ to _____ as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ lakh (Rupees _____ only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty)

~~days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.~~

- ~~5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.~~
- ~~6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.~~
- ~~7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.~~
- ~~8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.~~
- ~~9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.~~
- ~~10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.~~

- ~~11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.~~
- ~~12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.~~
- ~~13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ lakh (Rupees _____ only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (indicate date falling 180 days after the BID Due Date).~~
- ~~14. This guarantee shall also be operatable at our..... Branch at, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.~~

~~Signed and Delivered by Bank By the hand of Mr./Ms
....., its and authorized official.~~

~~(Signature _____ of _____ the _____ authorized _____ Signatory)
(Official Seal)~~

APPENDIX-III

Format for Power of Attorney for signing of BID

(Refer to Clauses 2,6, 2.24, 2.29 & 2.38 of T&C of e-NIT... need not to be typed)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project "Reconstruction of 4 lane Tallah ROB (Hemanta Setu) Adjacent To Tallah Railway Station On Barrackpore Trunk Road, Kolkata, West Bengal", through Engineering Procurement and Construction (EPC) Contract. proposed or being developed by the Public Work Directorate, Government of West Bengal, represented by Chief Engineer (HQ) Public Work Directorate, Government of West Bengal (the "Authority") acting through, Superintending Engineer, Eastern Circle, Public Works Directorate, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

- 1.
- 2.
- 3.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney) (Notarised)

Person identified by me/ personally appeared before me/Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

-:End of e-NIT:-