



## Government of West Bengal

Office of the Executive Engineer, Electrical Division No. II, Housing Directorate  
67, Bentinck Street (3<sup>rd</sup> Floor), Kolkata-700069, Phone : 2236 2551

### NOTICE INVITING TENDER No.WBHD/EE/ED- II/eNIT-04(2<sup>nd</sup> Call) OF 2015-2016 OF THE EXECUTIVE ENGINEER, ELECTRICAL DIVISION NO. II, HOUSING DIRECTORATE (Through Pre-Qualification)

Memo No. 711

Date : 11.08.2015

The Executive Engineer, Electrical Division No. II, Housing Directorate, invites e-tender for the work detailed in the table below. (Submission of Bid through *online*)

Sl. No.	Name of Work	Estimated Amount (In Rs.)	Earnest Money (In Rs.)	Cost of Documents (In Rs.)	Period of completion	Name of concerned Division	Eligibility of Bidder
1.	Repair and Renovation of E I for B block -21 Nos flats, C block-7 Nos flats and D block -5 Nos flats = Total-33 Nos flats of R.H.E City Centre, Durgapur under Durgapur Electrical Section (H.D).- Ph -1 E I Work for Type B - 7 Nos & Type C -4 Nos flats. Total 11 Nos flats	3,24,238.00	6,485.00	For participate in e-tender no cost for tender documents required.	60 (Sixty ) days from the date of Layout	Electrical Division No.II, Housing Directorate	Bonafide, resourceful, experienced and reliable government Licensed Contractor eligible through pre-qualification

#### General Clauses

1. In the event of e-filling, intending bidder may download the tender documents from the website : <https://etender.wb.nic.in> / <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate and earnest money may be remitted through demand draft /pay order issued from any nationalised bank in favour of **Executive Engineer, Electrical Division No.II, Housing Directorate** and also to be documented through e-filling. The original part of online submission of EMD should be submitted physically to the office of the **Executive Engineer,**

Electrical Division No.II, Housing Directorate, 67, Bentink Street,Kolkata-69 under sealed covered within 24 hours of the date and time of opening of technical bid if **stands lowest**.

2. Both **Technical bid and Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://etender.wb.nic.in> / <https://wbtenders.gov.in>.
3. The Technical Bid and Financial Bid submitted online on or before **Bid Submission Closing date upto 5.00 P.M.**
4. The **FINANCIAL OFFER** of the prospective bidder(s) will be considered only if the **TECHNICAL Documents** of the tenderer found qualified by the 'Bid Opening Officers'. The decision of the 'Bid Opening Officers' will be final and absolute in this respect. The both list of Qualified Bidders will be displayed in the website and also in the Notice Board of the office of the Executive Engineer, Electrical Division No. II, HD on the scheduled date and time.
5. **Eligibility criteria for participation in the tender.**

i) The prospective bidders shall have satisfactorily completed **as a prime agency** during the last 5 (five) years from the date of issue of this Notice at least one work of similar nature under authority of State / Central Govt. State / Central Govt. undertaking / Statutory Bodies Constituted under the Statute of the Central/ State Govt. and having a magnitude of 30 (thirty) percent of one job of the amount put to Tender. **[Requisite credential documents to be submitted in] (Non statutory Documents)**. *N.B. :- Completion certificate should contain a) Name of work b) Name and address of client c) Amount put to tender d) Date of commencement of work e) Date of completion of work.*

ii) Any intending bidders who have failed to execute more than one works contract under any Directorate or Department under Govt. of W.B. and was terminated by any sub-rule under clause 3 of Tender Form No. 2911 or terminated under any clause of Standard Bidding Document by the Engineer-in-charge / Employer during last 3(three) years will not be eligible to participate in any Directorate under this Department for another 2(two) years from the date of imposition of last termination notice by the Engineer-in-Charge / Employer.

iii) The contractors who have been delisted or debarred by any government department shall not be eligible in any way. **[An undertaking should be given stating thereby that the firm has not been debarred or penalized for any reasons out of work by any Government Department, in Non Judicial Stamp Paper of appropriate value duly notarized (Non statutory Documents - Affidavit' Y')]**

iv) The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one Electrical Engineering Diploma holder [Authenticated documents in respect of qualification and engagement shall have to be furnished in Non Judicial Stamp Paper of appropriate value duly notarized( Non statutory Documents for Technical Evaluation.)].

v) The Bidder must have valid Electrical Contractors License with Electrical Supervisor holding Supervisor Competency on the parts 1,2,3,4,5,6(a),6(b),7(a),7(b),10,11&12 or equivalent National Supervisory Certificate of competency. **[Self Attested scan copy of valid Electrical Contractors License and documents regarding engagement of Electrical Supervisor required as Non statutory Documents]**

vi) Valid upto date self attested documents of Service Tax Registration Certificate, Income Tax return / Professional Tax Clearance Certificate / Pan Card / VAT Registration Certificate/ Voter ID Card for self identification to be accompanied with the Technical Bid

Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. **[Non statutory Documents, all documents must have self attestation.]**

vii) The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective BIDDER without which the Technical Bid shall be treated non responsive.) [Non statutory Documents]

viii) The available **Bid capacity** (to be calculated on the basis of prescribed format) of the prospective applicant shall not be less than the estimated amount put to tender.

ix) In case of Proprietorship, Partnership Firms and The Company Tax Audit Report in 3CD Form are to be furnished (**mandatory**) along with the balance sheet, profit and loss account, and all the schedules forming the part of Balance Sheet and Profit & Loss Account in favour of applicant. If the bidder is not liable for Company Tax Audit, as per his/their financial transaction value and as per rule/law in force, **an undertaking should be given to that effect in Non-Judicial Stamp Paper of appropriate value, duly notarized. However The Balance sheet, Profit & Loss account and all related schedules must be examined and signed by a competent Chartered Accountant, failing which the bid will be liable for rejection.** No other name along with applicant name, in such enclosure will be entertained. (Non-Statutory documents)

x) The prospective bidders should own / lease/ arrange the required plant and machinery. Conclusive proof of machinery in working condition shall have to be submitted. (Non-Statutory documents)

xi ) Registered Partnership Deed (for Partnership Firm only) along with Registered Power of Attorney to be submitted along with application. (Non-Statutory documents)

xii ) Declaration regarding Structure and Organization duly signed by the applicant to be submitted along with application.

xiii) Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, valid Clearance Certificate from A.R.C.S. for the current year if applicable, Minutes of last A.G.M. and also submit documents of the society consists at least 10 (ten) members out of which at least 60% should hold degree or diploma in any branch in Engineering as per memo no 44-A/4M-11/2002 dt. 09.01.2004 of Deputy Secretary-III, P.W.D. (Non-Statutory documents)

xix) A prospective bidder participating in a single job either individually or as partner of a firm or in joint venture shall not be allowed to participate in the same job in any other form.

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

xxi) Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.

xxii) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

xxiii) The intending bidder shall positively mention one telephone number, one mobile phone number and 'e-mail ID' for easy communication as and when required this should be uploaded as Non-Statutory Document.

xxiv) The intending bidder shall have to follow the instruction mention here under :-

“Where an individual person holds a digital signature in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall while uploading any tender for and on behalf of such company or firm invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm to upload such tender.

6) The prospective bidder shall establish field testing laboratory if required equipped with requisite instruments and technical staff according to the requirements of works to be executed.

7) Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill will be 30% of the tendered amount. Provisions in Clause(s) 7, 8 & 9 contained in W.B. Form No.2911 (ii) so far as they relate to quantum and frequency of payment is to be treated as superseded.

8) Conditional bid or bid with clause of price variation will be rejected.

9) **No mobilization /secured advance** will be allowed.

10) Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed etc. at their own cost and responsibility if required.

11) **Labour Welfare Cess @ 1(one) %** of Gross Bill value will be deducted from every Bill of the selected agency.

12) In connection with the work, **Arbitration** will not be allowed. **The Clause No. 25 of 2911(ii) is to be considered as deleted clause vide gazette notification no 558/SPW-13th December, 2011.**

13) **Bids shall remain valid** for a period not less than 120 (one hundred twenty) days from the last date of submission of Financial Bid/Sealed Bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

#### 14.A. Important Information

##### DATE AND TIME SCHEDULE:

Slo. No.	Particulars	Date & Time
1	Date of Uploading of N.I.T. Documents Online (Publishing Date)	11.08.2015 at 5.00 P.M.
2	Documents Download / Sale Start Date (Online)	12.08.2015 at 9-00 A.M.
3	Documents Download / Sale End Date (Online)	20.08.2015 upto 4-00 P.M.
4	Bid Submission Closing (Online)	20.08.2015 upto 5-00 P.M.
5	Bid Opening Date for Technical Proposals (Online)	21.08.2015 at 10-30 A.M.

**N.B. : In case of any non-scheduled holiday / bandh / strike on any of the date of opening the next working day will be treated as schedule date for the purpose.**

## 15. B. LOCATION OF CRITICAL EVENT

### Pre Bid Meeting

Office of the Executive Engineer  
Electrical Division No. II ( H. Dte.)  
67, Bentinck Street, 3<sup>rd</sup> Floor  
Kolkata - 700069

### Bid Opening

-Do-

### 16) Security Deposit will be paid as per rule.

- 17) All Bidders are requested to present in the office of the Executive Engineer, Electrical Division No. II, HD, during opening the financial bid. Executive Engineer, Electrical Division No. II, H.D, may call **Open Bid/Seal Bid/2<sup>nd</sup> Call** after opening of the said bid to obtain the suitable rate further, if it is required. **No objections in this respect will be entertained raised by any Bidder** who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal tenderer will be entertained in the Bid further.
- 18) The Agency will be liable to maintain the work, at working portion, at the appropriate service level to the satisfaction of Engineer in charge at his own cost from the date of completion of the work for a period applicable as per prevailing departmental norms. If any defect/damage is found during the period as mentioned above, the contractor shall make the same mending goods at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the contractor will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect. Also the prospective bidders shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and a period, as applicable, accordingly from the date of successful completion of the work to the entire satisfaction of the Engineering in Charge may be considered towards release of Full Security Deposit. Full security deposit will be disbursed as per existing departmental norms from the date of full completion of the work the appropriate satisfaction of E I C. A retention towards performance Security amounting to 10 (ten) percent (including 2% Earnest Money) of the billed amount shall be made by the Executive Engineer from 1<sup>st</sup> R A Bill to Final Bill. No interest will be paid on the Performance Security Deposit.
- 19). Site of work and necessary drawings (if any) and Layout of Work may be handed over to the agency phase wise. No Claim in this regards will be entertained. However, if the stipulated period of completion of work is mentioned to be counted from the date of layout, the same will be considered from the First date of Layout. Stipulated period for completion of work should be strictly adhered to, subject to availability of site.
- 20) **Earnest Money:** The Bidder mandatorily has to submit the amount of Earnest Money @ 2% (two percent) of the Estimated Amount put to tender i.e. **Rs. 6485.00 (Rupees Six Thousand Four Hundred Eighty Five )** only, in the shape of Bank Draft/Pay Order from any nationalized bank/R.B.I listed Bank, drawn in favour of the **“Executive Engineer, Electrical Division No.**

**II H.D**” against the work. This clause is also applicable for all categories of applicants except those are exempted as per relevant G O. This clause is also applicable for all categories of applicants. **Scan copy of the said Draft / Pay Order must be uploaded in the folder Technical Documents EMD” under technical cover.** If the **Lowest** bidder uploads the scanned copy of Draft/Pay order but does not submit the original instrument to this office physically under sealed covered within 24 hours of the date and time of opening of technical bid, he/they will be barred from participating any further tender under this directorate for a period of 1(ONE) year from the N.I.T.

- 21) The Bidder, at his own responsibility and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work, as mentioned in the Notice Inviting Tender, before submitting offer, with full satisfaction. However, no claim will be entertained towards cost and or incidental charges or any other charges for such visit of site and obtaining any information, in relation to this work, by this department.
22. a) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Executive Engineer, Electrical Division No. II, HD reserves the right to reject any application for purchasing Bid Documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at the stage of Bidding.
- 22 b) The Executive Engineer, Electrical Division No-II H.D. reserves to rights to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained
- 23). **Refund of EMD** : The Earnest Money of all the unsuccessful Tenderers deposited in favour of the concerned Executive Engineer along with the Tenders will be refunded by the said Executive Engineer on receipt of application from Tenderers on the basis of P.W.D. accounts branch notification no. 451-A / PW / O / 10 C-35 / 10 dated 26.07.2011 of Secretary to the Govt. of West Bengal.
- 24) Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in ‘Instructions to Bidders’ before tendering the bids.
- 25) Conditional/ Incomplete Quotation /quotation with price variation clause(s) will be liable for rejection of bid and any further claim will not be entertained in this regard.
- 26) The intending tenderers are required to quote the rate **on line (both words & figures)**.
- 27) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) minimum wages Act. 1948 and any further notification thereof. However, if the bidder does not fall under the said act(s), Affidavit to that effect in Non Judicial Stamp paper of appropriate value duly notarized should be submitted in '**Technical Cover**'.
- 28) **Guiding schedule of rates** : As per PWD (Electrical Schedule of works).
- 29) During the scrutiny, if it come to the notice to tender inviting authority that the credential or any other paper found incorrect / manufactured/ fabricated, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice. The Executive Engineer, Electrical Division No. II, HD. reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 30) In case if there be any objection regarding prequalifying the Agency that should be lodged to the Executive Engineer, Electrical Division No. II, HD within 24 hours from the date of

publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Executive Engineer, Electrical Division No. II, HD.

- 31) Before issuance of the **WORK ORDER**, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.
- 32) Tender inviting authority reserve the right to cancel incumbency of the bidder in case of shortfall of uploading of non-statutory document.
- 33) If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :-
  - i) Form No. 2911(ii) with latest modification by the competent authority.
  - ii) NIT
  - iii) Special terms & conditions
  - iv) Technical Bid
  - v) Financial BidIf any discrepancy arises which is not to be solved through the procedure mentioned above, decision of the notice inviting authority is final and binding to the bidders

34). **Qualification criteria:**

The Executive Engineer, Electrical Division No. II, HD will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding:-

**a) Financial Capacity**

**b) Technical Capability comprising of personnel & equipment capability**

**c) Experience/Credential**

**d) Other documents as mentioned above.**

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

35) No interest would be paid on the performance Security Deposit. The payment will be made as and when fund will be available from the concerned source subject to successful completion of work as well as completion of defect liability period. No claim, whatsoever, for delay in payment, if any, will be entertained. Contractors are requested to quote their rates accordingly.

36) This notice inviting tender shall be deemed to be part and parcel of the contract if and when awarded.

37(a) The existing clause-17 of condition of contract of printed agreement from 2911/2911(i)/2911(ii) has been substituted by the clause as notified vide the notification No.

177-CRC/2M-57/2008 dated 12/07/2012 of the Secretary, PWD, Govt. of West Bengal and also to be followed accordingly.

(b) The clause-25 of condition of contract of printed agreement from 2911/2911(i)/2911(ii) has been deleted vide notification No 558/SPW dated 13/12/2012 of Secretary, PWD, Govt. of West Bengal.

38) Acceptance of Lowest Rate of any tender is not obligatory. The accepting authority reserves the right to reject any or all quotations without assigning any reason thereto.

**Executive Engineer  
Electrical Division No. II (H.Dte.)**

Memo No. : 711/1(9)

Date : 11.08.2015

**Copy forwarded for information and wide circulation through Notice Board to :**

- The Chief Engineer, HD along with schedule/specification for information.
- The Deputy Secretary, Housing Department with a request to upload the matter in the website of this Department for wide publicity.
- The Superintending Engineer (Electrical), Housing & Planning Works, PWD,
- The Superintending Engineer, Housing Construction Circle – I / II.
- The Executive Engineer, Electrical Division No. I, HD, Housing Construction Division No. I / II / III / IV / V / VI / VII.
- The Divisional Accountant-I, Electrical Division No II (H.D)
- Assistant Engineer, Electrical Sub Division No.I,II,IV.V.VI (H.D).
- Notice Board.

**Executive Engineer  
Electrical Division No. II (H.Dte.)**



**SECTION A**  
**INSTRUCTION TO BIDDERS**  
**SECTION – A**  
***1. General guidance for e-Tendering***

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

**1. Registration of Contractor**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to <https://etender.wb.nic.in> (the web portal of Housing Directorate) the contractor is to click on the link for e-Tendering site as given on the web portal.

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

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

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

**4. Participation in more than one work**

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

A prospective bidder (including his participation in partnership) shall be allowed to participate in a single work as mentioned in the list of schemes.

**5. Submission of Tenders.**

General process of submission, Tenders are to be submitted through online to the website stated in Clause 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC) the

documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

## **A. Technical proposal**

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

### **A-1. Statutory Cover/ Technical file Containing**

- Prequalification Application (Sec-B, Form – I) (Mandatory)
- Earnest money (EMD) as prescribed in the NIT against each of the serial of work must be paid in favour of the Executive Engineer, Electrical Division No. II, HD by Demand Draft/Bankers Cheque Offline and scan copy of the same must be uploaded in the folder Technical Documents EMD under technical cover.
- Affidavits (Ref: - format for general affidavit shown in “Y” Part “B”.
- Tender form No. 2911(ii) & NIT (*Properly upload the same Digitally Signed*). **The rate will be quoted in the BOQ. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in 2911(ii) the tender liable to summarily rejected).**
- **Valid supervisor competency certificate [Part Nos. : 1,2,3,4,5,6a,6b,7a,7b, and 11 or equivalent National Certificate and Electrical Contractor License.**
- Special Terms, condition & specification of works.

### **A-2. Non statutory / Technical Documents**

- Professional Tax (PT) deposit receipt challan for the current financial year, Pan Card, IT return for the Assessment year 2014-15.
- Voter I D Card for self identification.
- Up-to-date Trade license.
- VAT Registration Certificate.
- Registration Certificate under Company Act. (if any).
- Registered Deed of partnership Firm/ Article of Association & Memorandum
- Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- License under Section 12(1) of the Contract Labour (Regulation and Abolition) Act 1970 or declaration, as mentioned in Clause 27 of this N I T.
- Certificate /License for enrolment under EPF & Miscellaneous Provision Act 1952 and ESI act 1948 or Declaration, as mentioned in Clause 27 of this N I T.
- Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last 3(three) years (year just preceding the current Financial Year will be considered as year – I) or Declaration in non judicial Stamp paper of appropriate value, duly notarized and Three(3) years

Balance Sheet and Profit & Loss A/c duly signed by competent Chartered Accountant, as mentioned in Eligibility Criteria for participation in bidding -Clause No. ix of SL. No. 5

- Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.- Opt.(S) wherever applicable.
- Financial Statement in Form-II duly notarized (Ref:- format for general affidavit shown in Section -B Form -II)
- List of Technical staffs along with structure & organization (Section – B, Form – III).
- Credential for completion of at least one similar nature of work under the authority of State/ Central Govt. statutory bodies under State/Central Govt. constituted under the statute of the State/ State Govt. having a magnitude of 40(Forty) percent of the Estimated amount put to tender during the last 5(five) years prior to the date of issue of this NIT is to be furnished.(Ref. Cl. No. 5(i) of this NIT (Section – B, Form – V). Scanned copy of Original Credential Certificate as stated in 5(i) of NIT.
- Declaration as per format given in Section B-Affidavit 'Y' duly notarized in non judicial stamp paper of appropriate value.
- License to Electrical Contractor' issued by the competent authority in favour of the bidder and Name & Declaration of Electrical Supervisor of the bidder (through affidavit duly notarized ) along with Supervisory Competency Certificate, as mentioned in Clause 5(v) under General Conditions above.
- Other documents which are asked to submit in NIT/NIQ, but not mentioned above.

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

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents’ to send the selected documents to Non-Statutory folder.

Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub Category Description	Details
A.	<b>CERTIFICATES</b>	<b>CERTIFICATES</b>	1 Vat Registration Certificate (latest) 2 Service Tax 3 Professional Tax Registration & up to date Challan

			<p>4 PAN  5 Latest I T Receipt.  6 Voter I D Card.  7 Up to date trade License  8 Documents /Certificates /Affidavits mentioned under S1 No 5 of this N I T.  9 SCC,Contractor License &amp; related Documents as mentioned in A-2</p>
<b>B.</b>	<b>COMPANY DETAILS</b>	<b>COMPANY DETAILS 1</b>	<p><b>1. PROPRIETORSHIP FIRM (TRADE LICENCE)</b>  <b>2. PARTNERSHIP FIRM (PARTNERSHIP DEED, TRADE LICENCE)</b>  <b>3. LTD. COMPANY (INCORPORATION CERTIFICATE/MOA, TRADE LICENCE)</b>  <b>4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE)</b>  <b>5. Registered POWER OF ATTORNEY</b>  <b>6. LICENCE /CERTIFICATE u/s 12(1) of the contract Labour Act 1970 and for enrolment in ESI, EPF as mentioned in A-2 in this N I T</b></p>
<b>C.</b>	<b>CREDENTIAL</b>	<b>CREDENTIAL1 CREDENTIAL2</b>	<p><b>1. SIMILAR NATURE OF WORK DONE &amp; COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER</b>  <b>2. ENLISTMENT COPY ISSUE BY DEPARTMENT</b></p>
<b>D.</b>	<b>FINANCIAL (INFO)</b>	<b>WORK IN HAND</b>	<p><b>1. AUTHENTICATED if Form II, duly notarized in non judicial Stamp Paper.</b></p>
	<b>Tax Audit Report (Form 3CD )and P/L and Balance Sheet)</b>	<b>Last Three years (year just preceding the current Financial Year will be considered as year-I</b>	<p><b>PROFIT &amp; LOSS AND AUDITED BALANCE SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT) AND DECLARATION IF APPLICABLE, AS MENTIONED IN A-2 ABOVE</b></p>
<b>E.</b>	<b>MAN POWER</b>	<b>TECHNICAL PERSONNEL</b>	<p><b>LIST OF TECHNICAL STAFFS ALOGN WITH STRUCTURES &amp; ORGANZATION IN FORM - III (AS PER A-2 IN THIS NIT)</b></p>

## **B. Tender evaluation committee (TEC)**

- Tender will be evaluated by the Executive Engineer, Electrical Division No. II, HD and Executive Engineer, Electrical Division No. I, HD.
- **Opening of Technical proposal:** - Technical proposals will be opened by the Executive Engineer, Electrical Division No. II, HD and his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- Intending tenderers may remain present if they so desire.
- Cover (folder) statutory documents (vide A-1) should be open first & if found in order, cover (Folder) for non statutory documents (vide A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evolution committee.
- Uploading of summary list of technically qualified tenderers
- Pursuant to scrutiny & decision of the evaluation committee the summary list of eligible tenders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- While evaluation the committee may summon of the tenders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

## **C. Financial proposal**

- The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor is to quote the rate (**Presenting Above/ Below/ At per**) online through computer in the space marked for quoting rate in the BOQ.
  - Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.
6. Financial Capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the NIT to be derived from the information furnished in FORM II (Section-B) i.e Financial Statement. If an applicant feels that his /their Working Capital beyond own resource may be insufficient , he /they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. This letter of Guarantee should be addressed to the Tender inviting /Accepting Authority and should guarantee duly specifying the name of the project that in case of

contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the E I C /Employer

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

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 3(Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Housing Directorate may take appropriate legal action against such defaulting tenderer. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

**8 REJECTION OF BID**

The Employer (tender Accepting authority) reserves the right to accept or reject any Bid and to Cancel the Bidding processes and reject all Bids at any time prior to the award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (tender Accepting authority).

**7. AWARD OF CONTRACT**

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter.

The notification of award will constitute the formation of the Contract.

The Agreement in W.B.F.No.-2911(ii) will incorporate all agreements between the Tender Accepting Authority and the successful Bidder.

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

**Executive Engineer  
Electrical Division No. II (H.Dte.)**

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

**To**  
**The Executive Engineer,**  
**Electrical Division No.II H.D.**

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

Dear Sir,

Having examined the pre-qualification documents (N.I.T. & 2911(ii) ), I /we hereby submit all the necessary information's and relevant documents for evaluation. The application is made by me / us on behalf of.....

In the capacity..... duly authorized to submit the order. The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith. We are interested in bidding for the works given in Enclosure to this letter.

We understand that :

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

Encl:-

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

Date :-

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

**SECTION – B**  
**FORM-II**  
**FINANCIAL STATEMENT**

Name of Applicant :

Summary of assets and liabilities on the basis of the audited financial statement of the last three financial years (attach copies of the audited financial statement of the last three financial years)

		Year	Year	Year	Year	Year
		(Rs. in Lakh)	(Rs. in Lakh)	(Rs. in Lakh)	(Rs. in Lakh)	(Rs. in Lakh)
a)	Current Assets (It should not include investment in any other Firm)					
b)	Current liabilities (It should include bank overdraft)					
c)	Working capital – a) b)					
d)	Net worth (Proprietors Capital or Partners Capital or Paid up Capital Resource & Surplus)					
e)	Bank loan /Guarantee ( as per clause 6 under instruction of Bidder)					

Annual value of works undertaken :

Work in hand i.e. work order issued	As on 31.03.2014	As on 31.03.2014	As on 31.03.2014	As on 31.03.2014	As on 31.03.2014

Work in progress				Work Order issued but work not started		
Sl. No.	Name of the work with Tender No.	Estimated Amount	% of work executed	Sl. No.	Name of the work with Tender No.	Tendered Amount




The aforesaid statement against Sl.3 must be submitted through Affidavit in required Non-Judicial Stamp Paper of appropriate value, duly notarized. If any information in this Affidavit it is found to be incorrect or concealed, pre-qualification application, even qualified, will be summarily rejected.

**Bid Capacity: [A.N. 2-B]**

A = Maximum value of work done in a single year during last three years.

B = Value at current price level of existing commitments and on-going works to be completed in the next N years.

N = Time of completion of the work in years for which tender has been invited.

**N.B.** The Audited Balance Sheet and Profit & Loss Account with all the schedules and annexure forming part of the Balance Sheet and Profit & Loss Accountant for the last five years should be given. All these financial statements should be signed by a competent authority for the last five years. [Reference Clause No. A2(X) / Section-A / instruction to Bidders]

**SECTION – B**  
**FORM-III**  
**STRUCTURE AND ORGANISATION**

**A. 1.** Name of Applicant (Firm) :  
Office Address :  
Telephone No. :  
Mobile No. :  
Fax No. :

**A. 2.** Office Address :  
Telephone No. :  
Mobile No. :  
Fax No. :

**A. 3.** Name and address of Bankers. :

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

---

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

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

**SECTION-B  
FORM-V  
EXPERIENCE PROFILE**

Name of the Firm :

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

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

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

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

(c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information's that may be asked from a tendered must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.

(d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.

(e) No alteration shall be permitted to be made by the tenderer in any tender after its submission.

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

**AFFIDAVIT- 'Y'  
(To be furnished in Non-judicial Stamp paper  
of appropriate value duly notarized)**

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

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the Officer

\_\_\_\_\_  
Name of Firm with Seal & Date

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

## **SECTION — 3**

### **Special terms and conditions**

#### **GENERAL :**

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications in the “Departmental Schedule” which means the Public Works Department, Schedule of Rates for works in West Bengal for the working area including up to date addenda and corrigenda, if any, published by the Executive Engineer, Electrical Division No. II, HD.

#### **DEFINITION OF ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK :**

The word “Engineer-In-Charge” means the Executive Engineer, Housing Directorate of the concerned Division. The word “Department” appearing anywhere in the tender documents means Housing Department, Government of West Bengal, who have jurisdiction, administrative or executive over part of whole of the works forming the subject matter of the tender or contract. The word “approved” appearing anywhere in the documents means approved by the Engineer-In-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-In-Charge. The work shall have to be taken up within seven days of the receipt of the work order. Failure to do so will constitute a violation of the contract stipulation as regards proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

#### **TERMS & CONDITION IN EXTENDED PERIOD:**

As Clause 4 of W.B.F. 2908 or Clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is authorized by the Engineer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically upto the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.

#### **CO-OPERATION WITH OTHER AGENCIES AND DAMAGES AND COMPLETION OF WORK:**

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road/building users and occupants, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-In-Charge are due to the negligence of the contractor, are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-In-Charge.

#### **TRANSPORTATION ARRANGEMENT**

The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction/Maintenance work. The

Department may however, at their own discretion grant necessary certificates, if required for booking of railways wagons etc But in case of failure of department to help the contractor in this respect , the contractor will have to arrange at his own initiative so that progress of work will not hamper and no claim whatever on this ground will be entertained under any circumstances, If railways facility is not available the contractor will have to depend on transport of materials by road, as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

#### **CONTRACTOR'S SITE OFFICE :**

The contractor shall have an office adjacent to the work as may be approved by the Engineer-In-Charge where all directions and notice of any kind whatsoever which the Engineer-In-Charge or his representative may desire to give to the contractor in connection with the contract may be left and same when left at or sent by post to such office or delivered to the Contractor's authorised agent or representative shall be deemed to the sufficiently served upon the contractor.

#### **INCIDENTAL AND OTHER CHARGES :**

The cost of all materials, hire charges to Tools and plants, Labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), Electricity and other charges of Municipalities or statutory Bodies, Ferry charges, Toll Charges, Loading and unloading charges, Handling chargers overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax etc. All other charges for the execution of the complete or finished work or in case of supply of materials and for carriage to the entire satisfaction of the Engineer-In-charge of the work. No claim whatsoever in this respect will be entertained.

#### **AUTHORISED REPRESENTATIVE OF CONTRACTOR :**

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

- a) General day to day management of work
- b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the Contractor.
- d) The selection of the authorised representatives subject to the prior approval of the E I C concerned and the contractor shall in writing seek such approval of the E I C giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here in above, which the representative will be authorized for, even after first approval, the E I C may issue, at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The E I C shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor himself.

#### **POWER OF ATTORNEY :**

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department shall not be bound to take cognizance of such of attorney.

### **EXTENSION OF TIME :**

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & Plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause 5 of the printed form of W.B.F. No. 2911 (ii)

### **CONTRACTOR'S GODOWN :**

The contractor must provide suitable godowns for materials at the site of work. No separate payment will be made for these godowns or for the store yard.

### **USE OF GOVERNMENT LAND :**

The contractor shall make his own arrangements for storage of tools, plant, equipments, materials etc. of adequate capacity and shall clear and remove on completion of work and shed, huts etc. which he might have erected in Government Land. Before using any space in Government Land of any purpose whatsoever, approval of the Engineer-In-charge should be needed.

### **CLEARING OF MATERIALS :**

Before starting of work , work site , where necessary, must be properly dressed, on completion of works all temporary structure or obstruction including some pipes in underground work, if any , must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the E I C . The cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works. .

### **SUPPLEMENTARY/ADDITIONAL ITEM OF WORKS :**

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

- (a) Rate of supplementary items shall be analyzed in the 1<sup>st</sup> instant extended possible, from the rates of the allied items of work appearing in the tender schedule.
- (b) Rates of the supplementary item shall be analyzed to the maximum extent possible, from rates of the allied items of work appearing in the P.W.D Schedule of rates of Electrical along with all addenda and corrigenda of probable items of work forming part of tender document Rates for the working area enforce at the time of N.I.T.
- (c) In case of additional items do not appear in the above P.W.D Schedule of rates, such items for the works shall be paid at the rates entered in the P.W.D Schedule of Rates for Electrical along with all addenda and corrigenda for the working area enforce at the time of N.I.T.
- d) if the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost

prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only ,the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed. Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses a, b, c & d stated above only.

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

(e) Black-market rates shall never be allowed.

### **APPROVAL OF SAMPLE :**

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

### **WATER AND ENERGY :**

The contractor shall have to arrange for their own source of energy for operation of equipments and machineries, driving of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials and Tools and Plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food staff, medical aid etc. are to be arranged for by the contractor. The cost of transport of labour, materials and all items as aforesaid shall also have to be borne by the Contractor.

### **DRAWINGS :**

All works shall be carried out in conformity with the drawings Approved by this Department, wherever felt necessary as per discretion of the E I C.. The Contractor shall have to carry out all the works according to the departmental General Arrangement Drawing and Detail Working Drawings to be supplied by the Deptt.from time to time, ;if necessary . Upon completion of the work, the contractor shall have to submit *As Built drawing* to the E I C . No extra ;payment will be made on this account.

### **SERVICEABLE MATERIALS :**

The responsibility for stacking the serviceable materials obtained during dismantling of existing structure/road (to be decided by the Engineer-in-charge) and handling over the same to the Engineer-in-charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handling over the same to this Department, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-charge.

### **UNSERVICEABLE MATERIALS:**

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

### **CONTRACTOR'S RISK FOR LOSS OR DAMAGE :**



All risk on account of Railway or Road carriage or carriage by boat including loss or damage of vehicles, boats, barges materials or labour will have to be borne by the contractor without any extra claim towards department.

### **IDLE LABOUR & ADDITIONAL COST :**

Whatever the reasons may be no claim or idle labour, enhancement of labour rate additional establishment cost, cost of TOLL and hire and labour charges of tools and plants Railway freight etc. would be entertained under any circumstances.

### **CHARGES AND FEES PAYABLE BY CONTRACTOR:**

- a) The contractor shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liability of every kinds for breach of such statute regulation or law.
- b) The Contractor shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

### **ISSUE OF DEPARTMENTAL TOOLS AND PLANTS :**

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost, all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

### **REALISATION OF DEPARTMENTAL CLAIMS:**

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

### **COMPLIANCE OF DIFFERENT ACTS :**

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act 1970, Employees Provident Funds & Miscellaneous Act 1952 and E S I Act 1948 and the rules and orders issued hereunder from time to time. If he fails to do so, his and Executive Engineer, Electrical Division No. II, HD may at his discretions, take necessary measure over the contract.

The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain **necessary certificate and license from the concerned Registering Office** under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall be bound to furnish the Engineer-In-Charge all the returns particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-In-Charge may at his discretion take necessary measures over the contract.

### **SAFETY ,SECURITY AND PROTECTION OF THE ENVIRONMENT:**

The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:

- a) Full regard for the safety of all persons and the Materials and Works (so far as the same are not taken over by the department)
- b) Provide and maintain at his own cost, all lights guards, and fencing warning signs and watching, when and where necessary or required by the E I C for the protection of works or for the safety and convenience of the public or others.
- c) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of this methods of operation.
- d) Ensure that all lights provided by the contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

### **COMMENCEMENT OF WORK :**

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

### **PROGRAMME OF WORK :**

Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the materials men and equipments. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the

Opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein, for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with it the actual progress of work does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

### **SETTING OUT OF THE WORK :**

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any, rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-In-Charge during progress of works, if any, error appears or arise in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-In-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor or their responsibility for correctness thereof.

### **PRECAUTIONS DURING WORKS :**

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. in case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-In-Charge and necessary precautionary measures as would be directed by the Engineer-In-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Executive Engineer of the Division concerned will be recovered from the contractor.

### **NIGHT WORK :**

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatever, in this respect will be made to the contractor.

### **TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP :**

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

### **TIMELY COMPLETION OF WORK :**

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

### **PROCUREMENT OF MATERIALS :**

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

### **REJECTION MATERIALS :**

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

### **FORCE CLOSURE :**

In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.

### **TENDER'S RATE :**

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender clause. **No conditional rate will be allowed in any case.**

### **DELAY DUE TO MODIFICATION OF DRAWING AND DESIGN :**

The contractor shall not be entitled for any compensation for any loss suffered by him due to delays arising out of modification of the work due to non-delivery of the possession of site.

### **DOCUMENTS & CERTIFICATES :**

The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material etc. as deemed fit by the engineer-in-charge to ascertain genuinity of material supplied by/ used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department.

### **Additional conditions:**

A few additional conditions under terms and conditions:

- i) Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable and unserviceable )earth rubbish, materials etc. as direction of E I C.**
- ii) Rate quoted shall be inclusive of West Bengal Sales Tax , Income Tax Octroi and all other taxes and duties, if any.**
- iii) Deep excavation of trenches and left out for days shall be avoided.**
- iv) Labour welfare cess will be deducted @1(one) %(percent) of gross bill value as per rule.**
- v) Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.**
- vi) The quantity of the items(s) to be executed, as per B.O.Q concerned, may be increased /reduced. Even some of the item(s) of the B.O.Q may not be required to be executed at all. However, the payment will be make as per actual quantity executed. No claim will be entertained for reduced quantity and /or non execution of any item(s).**

**Signature and address  
Tenderer**

**Signature of Tender of the  
Accepting Authority**

## **DECLARATION BY THE TENDERER**

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

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed work.

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

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

**Signature of Tenderer**  
**Postal address of the Tenderer**

**Executive Engineer**  
**Electrical Division No. II (H.Dte.)**