



**GOVERNMENT OF WEST BENGAL
OFFICE OF THE EXECUTIVE ENGINEER,
MEDINIPUR DIVISION, HOUSING DIRECTORATE
P.W.D. OFFICE COMPLEX (2nd Floor),
NEAR RAKHAL MEMORIAL FOOTBALL GROUND (MAIN GATE)
P.O. TAMLUK, DIST. PURBA MEDINIPUR
PIN – 721636**

Memo No: 1067

Dated: 04.12.2017

**e_NOTICE INVITING TENDER
No. 10 OF 2017-2018 OF THE EXECUTIVE ENGINEER
MEDINIPUR DIVISION, HOUSING DIRECTORATE
TENDER REFERENCE NO. CIVIL/WBHS/EE/MED/e_NIT10/2017-18
(Admn. Appr. No. 678-H1/HG/P/4R-92/2017, dt.- 04/08/2017)**

The Executive Engineer, Medinipur Division, 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	Earnest Money	Cost of Documents including W.B.F. 2911(ii)	Period of completion	Name of concerned Sub-Division	Eligibility of Bidder
		(in Rs.)	(in Rs.)	(in Rs.)			
1.	RENOVATION WORK TO R.H.E.AT CONTAI, IN THE DISTRICT OF PURBA MEDINIPUR FOR BLOCK B-I & B-II OF 'B'-TYPE BUILDING BY REPLACING TILES IN WALL AND FLOOR OF BATH AND KITCHEN, TOPPING OF GAS SLAB AND SHELVES BY BLACK STONE ETC. DURING THE YEAR 2017-18.	14,12,010.00	28,240.00	1005.00 (per set) As Per Kolkata Gazette dt. 28.04.2014 the Intending bidders/tenders shall not have to pay the cost of tender documents for the purpose of participating in e_tendering. Lowest bidder/ tenderer must have to pay cost of tender documents at the time of formal agreement	40 (forty) Days	Assistant Engineer, Haldia Sub-Division	Outside bonafied Contractors having experience in works with Credential of value not less than 40% of the estimated amount put to tender in a single work during last 3 (three) years. Prior to the date of issue of this e-NIT.

Documents including W.B.F.2911 (ii)-As per G.O No-199-CRC/2M-10/2012 dt.21/12/2012 of PWD CRC Br. the intending tenderers shall not have to pay the cost of tender documents for the purpose of participating in e-tendering. Lowest tenderer must have to pay cost of tender documents at the time of formal agreement.

- In the event of e-filling, intending bidder may download the tender documents from the website : [http:// etender.gov.in](http://etender.gov.in) directly with the help of Digital Signature Certificate & necessary cost of tender document (tender fees) and earnest money may be remitted through demand draft/pay order/bankers cheque issued from any nationalized bank in favour

of Executive Engineer, Medinipur Division, Housing Directorate and also to be documented through e-filling. The original part of online submission of tender fees, EMD as per prevailing G.O.

2. Both Technical document and Financial Bid are to be submitted in technical (Statutory & Non- Statutory) and financial folder concurrently duly digitally signed in the website <http://wbtenders.gov.in>
3. Tender documents may be download from website and submission of Technical Bid and Financial Bid will be done as per time schedule stated in SI No. 14
4. The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL Document** of the tenderer found qualified by the Executive Engineer, Medinipur Division, Housing Directorate. The decision of the Executive Engineer, Medinipur Division, Housing Directorate 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, Medinipur Division, Housing Directorate, on the scheduled date and time.
5. **Eligibility criteria for participation in tender:** Bona fide outsider and resourceful contractors having experience to execute similar nature of work in any Govt. Sector / Semi- Govt. sector or Govt. under taking department also fulfill the criteria mentioned as bellow :-

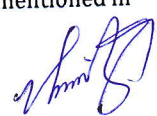
(i) Intending tenderers should produce credentials of similar nature of completed work of the minimum value of 40%(Forty Percent) of the estimated amount put to tender during last 3 (Three) years prior to the date of issue of the tender notice,

or

Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 30%(Thirty percent) of the estimated amount put to tender during last 3(Three) years prior to the date of issue of this tender notice,

N.B. :- Completion certificate should contain a) Name of work , (b) Name of Client, (c) Amount put to tender, (d) Schedule month and year of commencement and completion as per work order (e) actual month and year of completion.

- ii) The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one Civil Engineering Diploma holder (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation.) [Non statutory Documents]
- iii) Valid updating status Pan card of Income Tax, copy of last I.T. Return, Sales Tax challan / Sales Tax , Professional Tax clearance certificate , GST registration certificate which should be valid upto the date of opening of tender and credentials document (along with postal address, present phone number, fax no. of authority concerned who has issued such credentials) should be documented through e-filing [Non statutory Documents].
- iv) Declaration regarding Structure and Organization duly digitally signed by the applicant to be submitted along with application.
- v) In case of Registered Unemployed Engineers' Co-operative Societies and Registered Labour Co operative Societies, documents of credentials showing satisfactory completion of a single work in P.W.D/PWD(Roads)/Construction Board/Housing Department of Government of West Bengal of value not less than 40% of the Estimated Cost of the work applied for should be documented through e-filling. Audited balance Sheet showing accounts up to previous year and 'Certificate of Registration' and 'Certificate for Validity of Registration' from the respective Assistant Registrar of Co-operative Societies, Bye Law, Professional Tax Deposit Challan /Professional Tax Clearance Certificate, PAN Card, eligible list of Registered Unemployed Engineers' Co-operative Societies / Registered Labour Co-operative Societies issued by the concerned Assistant Registrar of Co-operative Societies showing the name of their Society must be documented through e-filling. Also in case of Registered Unemployed Engineers' Co-operative Societies, documents in satisfying the following criteria are required to be documented through e-filling:-
 - a) The Society consists of at least 10(ten) members 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.. Privilege will be allowed as per G.O. No. 378(9)-A/PW/O/10C- 17/05 dt. 31-05-2005 P.W.D. Accounts Branch by Deputy Secretary-III including necessary documents in support of the statement and along with other supporting papers. (Non-Statutory documents)
 - b) At least one member of the society holds plumbing license (in case of S & P works only).
 - c) Above society must be submitted earnest money as mentioned in this e-NIT as per G.O.
 - d) Registered Labour Co-operative Societies shall be allowed to participate the work mentioned in



this e-NIT as per G.O.

- e) Registered Unemployed Engineers' Co-operative Societies shall be allowed to participate the work only for Serial No. Nil which mentioned in this e-NIT.
- vi) **Joint venture will not be allowed to participate in the above NIT.**
- vii) A prospective bidder participating in a single job either individually or as partner of a firm shall not be allowed to participate in the same job in any other form.
- viii) 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.
- ix) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
- x) The evaluation committee will have sole discretion to decide eligibility of the contractor on the basis of e-filing documents and reserves the right to refuse any explanation to contractors found ineligible after scrutiny.
- xi) Prequalification Application (Sec-B, Form – I)
- xii) Financial Statement should be signed by Chartered Accountant mentioning his registration no. (Section – B, Form – II).
- xiii) Affidavits (Ref:- format shown in "X" & format for general affidavit shown in "Y".
- xiv) Section-B, Form –III, IV & V.

6. **No mobilization /secured advance will be allowed.**

7. Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
8. All materials such as cement, steel will be issued from any Departmental Godown/Stackyard within jurisdiction of Medinipur Division, Housing Directorate, if the departmental materials are available. But in exigencies agency have to procure all the materials at his own cost based on written permission from this end with producing necessary test certificate of materials purchased from producers or authorized dealer .
9. Recovery of 1% cess on construction cost in accordance with the buildings and other construction worker's (Regulation of Employment & conditions of service) Act. 1996 will be implemented in this Tender.
10. 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.**
11. **Bids shall remain valid** for a period not less than 120 (One hundred twenty) days after the dead line date for Financial Bid submission. Bid valid for a shorter period shall be rejected by the Executive Engineer, Medinipur Division, Housing Directorate as non-responsive.
12. Running payment for work may be 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 is 2(two) lac or 30% of the tendered amount whichever is less. 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 are to be treated as superseded.
13. **Security Deposit:** Retention money towards performance security amounting to 10 %(Ten percent) of the value of the work shall be deducted from the running account bill of the tenders as per prevailing order. No interest will be paid on security Deposit.

14. Important information

Date & Time schedule

Sl. No.	Particulars	Date & Time
1	Publishing of Tender (Online)	04.12.2017 AT 03.00 P.M.
2	Documents download/sell start date (Online)	05.12.2017 at 11.00 A.M.
3	Bid submission Start Date (Online)	05.12.2017 at 11.00 A.M.
4	Documents download / sell end date & Bid Submission End Date (Online)	18.12.2017 at 04.00 P.M.
5	Opening of Technical Proposal(Online)	21.12.2017 at 11.00 A.M.
6	Opening of Financial Proposal(Online)	To be intimated later on

15. LOCATION OF CRITICAL EVENT

Bid Opening

Office of the Executive Engineer,
Medinipur Division, Housing Directorate,
P.W.D. Office Complex (2nd Floor),
Near Rakhal Memorial Football Ground (Main Gate)
P.O. Tamluk, DIST. Purba Medinipur
PIN - 721636

16. The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Engineer-in-Charge at his own cost for a period as per prevailing Govt. rule from the date of completion of the work. If any defect/damage is found during the period as mentioned above contractor shall make the same good at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.
17. All Bidders are requested to present in the 'Office of the E.E.M.E.D., H.D., during opening the financial bid Executive Engineer, Medinipur Division, Housing Directorate may call **Open Bid/Seal Bid** 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. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
19. **Earnest Money:** The amount of Earnest Money is 2% (Two percent) of the Estimated amount put to tender. The process of deposit of earnest money through offline instruments like Bank Draft, Pay Order etc. has been stopped for e tender procurement of this Circle w.e.f. 01.09.2016 i.e. terms of order No. 3975-F(Y) Dated 28th July, 2016 of Secretary, Finance department, Govt. of West Bengal and online receipt and refund of EMD under e-Procurement system through State Govt e-procurement portal takes place.

Necessary Earnest Money will be deposited by the bidder Offline through his net banking enabled bank account, maintained at any bank or: offline through any bank by generating NEFT/ RTGS challan from the e tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate 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 site. 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.
20. 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's 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, the cost of visiting the site shall be at his own expense.
21. 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, Medinipur Division, Housing Directorate 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. **Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.**
23. **Conditional/ Incomplete tender will not be accepted.**
24. The intending Tenderers are required to quote the rate **on line**.
25. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

26. **Guiding schedule of rates:** P.W.D. schedule of rates Govt. of West Bengal for S.E.P.C. No. I/II& S.E. W.C. effect from 01.12.2015 both for building & S&P work, along with Addenda & corrigenda up to date of issue of NIT.

27. 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, Medinipur Division, Housing Directorate reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

28. In case if there be any objection regarding prequalifying the Agency that should be lodged to the Executive Engineer, Medinipur Division, Housing Directorate within 2 days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Executive Engineer, Medinipur Division, Housing Directorate.

29. Before issuance of the **WORK ORDER**, the e-tender inviting authority may verify the credential and other documents of the lowest tenderer if 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.

30. 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).
- ii) NIT
- iii) Special terms & conditions.
- iv) Technical Bid.
- v) Financial Bid

31. The prospective renderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 3 (three) years. Such abandonment or rescission will be considered as disqualification towards eligibility.


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

33. Qualification criteria.

The tender inviting & Accepting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum regarding.

- a) **Financial Capacity.**
- b) **Technical Capability comprising of personnel & equipment capability.**
- c) **Experience/Credential**


The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned in a, b, c above. If any document submitted by 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.


Executive Engineer
Medinipur Division, Housing Directorate.

Memo No : 1067/1(1)

Dated : 04/12/2017

Copy forwarded to the Deputy Director of Information, I & CA department, 9th floor, Nabanna, 325, Sarat Chatterjee Road, Shibpur, Howrah- 711102. with a request to arrange for publication in one English & one Bengali News Paper with the intimation to this office necessary bill in this respect may be sent to this office.



Executive Engineer
Medinipur Division, Housing Directorate.

Memo No: 1067/ 1(22)

Dated : 04/12/2017

Copy forwarded for favour of kind information to :-

- 1) The Chief Engineer, Housing Directorate New Sect. Building, Kolkata-1(In duplicate).
- 2) The Joint Secretary, Housing Department for display on the Website of Housing Department.
- 3) The Superintending Engineer, West Circle (in duplicate) /South Circle/ North Circle. (In duplicate).
- 4) The Executive Engineer, Burdwan Division, Bankura Division & Electrical Division No. I/II.
- 5) The Assistant Engineer, Haldia Sub-Division / Medinipur Sub Division (In duplicate) for information with the request to kindly paste copy of this tender notice on NOTICE BOARD for publicity.
- 6) The District Magistrate, Paschim Medinipur/Purba Medinipur.
- 7) The Sabhadhipati, Zila Parisad- Paschim Medinipur/Purba Medinipur District.
- 8) The Treasury Officer, Tamluk Treasury, Tamluk, Purba Medinipur for information & necessary action..
- 9) Estimating Branch of this office for information.
- 10) The Divisional Account Officer, Gr. - II, of this Division.
- 11) The Cashier of this Division.
- 12) NOTICE BOARD of this Office.


Executive Engineer
Medinipur Division, Housing Directorate

SECTION A
INSTRUCTION TO BIDDERS
SECTION – A

1. *General guidance for e-Tendering*

instructions/ 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 public works department) 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 & 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 single road /building 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 Cl. 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

- i. RTGS/NEFT towards earnest money(EMD) as prescribed in the NIT against each of the serial of work in favour of the Executive Engineer, Medinipur Division, Housing Directorate.
- ii. Tender form No. 2911(ii) & NIT(Properly upload the same Digitally Signed). In case quoting any rate in 2911(ii) the tender liable to summarily rejected).
- iii. Declaration by the Tenderer at the Technical Document Folder.
- iv. Prequalification Application (Sec-B, Form – I)
- v. Financial Statement should be signed by Chartered Accountant mentioning his registration no. (Section – B, Form – II).
- vi. Affidavits (Ref:- format shown in "X" & format for general affidavit shown in "Y".
- vii. Section-B, Form –III, IV & V.



Special terms & Conditions

A-2. Non statutory / Technical Documents

- i. Professional Tax(PT) deposit receipt challan, Pan Card of IT, latest IT return, VAT & GST Registration Certificate, Sales Tax challan/Sales Tax.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum.
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- v. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS). Valid bye laws are to be submitted by the Registered labour Co-Op(S), Engineers' Co. - Opt. (S).
- vi. List of Technical staffs along with structure & organization. Credential for completion of at least one similar nature of work of P.W.D., Govt. of West Bengal during the last 3(three) years prior to the date of issue of this NIT is to be furnished. Scanned copy of Original Credential Certificate as stated in 5(i) of NIT. Necessary Machineries, Tools & Plants availability certificate.

Financial Proposal (in cover folder)

- B. The rate will be quoted in the BOQ. Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

Note:- 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	CERTIFICATES	CERTIFICATES	1. PAN 2. GST Registration certificate. 3. P. Tax (Challan)(2017-18) 4. Latest IT Return. 5. VAT Registration certificate & Challan. 6. Audit Reports Last 5(Five) Years.
B	Company Details	Company Details - I	1. Trade License from Respective Municipality /Panchayat etc. 2. Power of attorney 3. Partnership Firm(Partnership Deed,Trade License) 4. Bye Law , Current Audit Report & Trade License of Registered Unemployed Engineers Co-operative Society/ Registered labour Co-Operative Society .
C	Credential	Credential 1	1. Similar nature of work done & completion certificate which is applicable for eligibility in this tender.
D	Equipment	Machinery	Necessary Machineries, Tools & Plants availability certificate.
E	Manpower	Technical	Experienced technical personnel, the minimum being one Civil Engineering Diploma holder.

A. Tender evaluation by the Evaluation Committee.

- i. Opening of Technical proposal :- Technical proposals will be opened by the Executive Engineer, Medinipur Division, Housing Directorate, and his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- ii. Intending tenderers may remain present if they so desire.
- iii. Cover(folder) statutory documents(vide Cl. No. 5.A-1) should be open first & if found in order,cover(Folder) for non statutory documents (vide Cl. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iv. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the Executive Engineer, Medinipur Division, Housing Directorate.

v. Uploading of summary list of technically qualified tenderers.

vi. Pursuant to scrutiny & decision of the Executive Engineer, Medinipur Division, Housing Directorate 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.

vii. While evaluation the Executive Engineer, Medinipur Division, Housing Directorate may summon of the tenderers & 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.

vii. **Opening & evaluation of Tender :-**

If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

B. Financial proposal

- i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor is to quote the rate (Presenting Above/ below/ At par) online through computer in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.
6. 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 Executive Engineer, Medinipur Division, Housing Directorate 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 P.W. 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 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.

7. **AWARD OF CONTRACT**

The Bidder whose 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.

Executive Engineer

Medinipur Division, Housing Directorate

SECTION – B
FORM –I
PRE-QUALIFICATION APPLICATION

To
**THE EXECUTIVE ENGINEER
MEDINIPUR DIVISION, HOUSING
DIRECTORATE**

Ref: - Tender for _____

(Name of work) _____

**e-N.I.T.No.: of 2017-18 of THE EXECUTIVE ENGINEER MEDINIPUR DIVISION, HOUSING
DIRECTORATE**

Dear Sir,

Having examined the Statutory, Non statutory and e-NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf ofIn 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 work(s) given in Enclosure to this letter.

We understand that :

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

Enclo:- e-Filling:-

- 1. Statutory Documents
- 2. Non Statutory Documents

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date



Annexure - A

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

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

Assessed Available Bid Capacity = $(A \times N \times 2 - B)$ where

A = Maximum value of engineering works in respect of projects executed in any one year during the last 5 (five) years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The projects include turnkey project / item rate contract / construction works.

N = Number of years (i.e. _____ year) prescribed for completion of the works for which Bids are invited.

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

To calculate the value of 'A'

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

Sl. No.	Year	Value of Engineering Works undertaken w.r.t. Projects (Rs. In Crores)
1	Year - 5	
2	Year - 4	
3	Year - 3	
4	Year - 2	
5	Year - 1	

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

Rs. _____ Crores x _____ (Updation Factor as per Table annexed)

Rs. _____ Crores (Rupees _____).

Table indicating the factor for the year for updation to the price level is indicated as under

Sl. No.	F.Y. / Calendar year	Updation factor
1	Year - 1	1.0
2	Year - 2	1.05
3	Year - 3	1.10
4	Year - 4	1.15
5	Year - 5	1.20

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

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

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

.....
.....
Name of the Statutory firm

Seal of the audit firm
(Signature, name & designation &
membership No. of authorised
signatory)

To calculate the value of 'B'

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

Sl. No.	Name of work / Project	Name of the Employer	Percentage of participation of Bidder in the Project	Stipulated period of completion as per Agreement / LOA with the start date	Value of Contract as per Agreement / LOA Rs. _____	Value of work completed Rs. _____	Balance value of work to be completed Rs. _____	Anticipated date of completion	Financial liability to incurred for the said work/project during the period of the subject contract Rs. _____
1	2	3	4	5	6	7	8	8	10

.....

 Signature, name & designation of Authorised Signatory

For & on behalf of
 (Name of the Applicant)

Note :

1. All the documents to be submitted in support of Annexure - P must be duly signed & sealed by the applicant / bidder & authenticated by Statutory Auditor's firm.

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 five financial years.
(Attach copies of the audited financial statement of the last five financial years)

1 st Year (Rs. In lakh)	2 nd Year (Rs. In lakh)	3 rd Year (Rs. In lakh)	4 th Year (Rs. In lakh)	5 th Year (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 + Reserve
and surplus)

e) Bank loan/ Guarantee :

Annual value of construction works undertaken :

Work in hand i.e. Work order issued	As on 31.03.2017	As on 31.03.2016	As on 31.03.2015	As on 31.03.2014	As on 31.03.2013

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

Bid Capacity:
[AxNx2 -B]

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

B = Value at current price level of existing commitments and ongoing 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 and Loss Account with all the schedules and annexure forming part of the Balance Sheet and Profit and Loss Account for the last five years should be given. All these financial statements should be signed by a competent authority for the last five years.

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date

SECTION – ‘B’
AFFIDAVIT – “X”
(To be furnished in Non – Judicial Stamp paper
of appropriate value duly notarized)

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

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date_____



SECTION – 'B'
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 for Govt. works during the last 5 (five) years prior to the date of this e-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 undersigned 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 and I have not applied severally for the same work.
6. Certify that the rates have been offered by carrying out & completing the work to the satisfaction by the Department by taking due consideration of all factors after inspection of the work site & going through the detailed Notice Inviting e-Tender & Schedule of probable items of work with approximate quantities & other documents.

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date _____



SECTION - B**FORM – IV****C. DEPLOYMENT OF MACHINERIES (in favour of owner / lessee):-**

(Original document of own possession arranged through lease deed to be annexed)

(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of Machineries.)

Name of Machine / Instrument	Make	Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Date of release If Engaged
						Idle	Engaged	
1	2	3	4	5	6	7	8	9

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date _____

SECTION-B**FORM-V****EXPERIENCE PROFILE****LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED & RUNNING WORKS DURING THE LAST THREE YEARS AS PER CLAUSE 3 OF THIS e-NIT.**

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Value completed & certified 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 the work	Reasons for delay in completion (if any)

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

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date _____



SECTION-B

FORM-VI

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING OF TENDERER OR
ABANDONMENT OF WORK BY TENDERER**

1. a) Is the Applicant currently involved in any litigation : YES / NO
relating to the contract works.
- b) If yes, give details with reasons :
2. a) Has the Applicant or any of its constituent partners : YES / NO
been debarred / expelled by any Agency in India,
during the last 5 (five) years.
- b) If yes, give details with reasons :
3. a) Has the Applicant or any of its constituent : YES / NO
abandoned / suspended any contract during the,
last 5 (five) years.
- b) If yes, give details with reasons :

Note: If any information in this Schedule is found to be incorrect or concealed, pre-qualification application will be summarily rejected.

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

SECTION-B

FORM-VII

Bank Solvency Certificate

This is to certify that(name of firm) is
a reputed company with a good financial standing.

If the contract for the work, namely ".....
"(As per eNIT against Notice Inviting e-Tender No. of the
Executive Engineer, Medinipur Division, Housing Directorate, Govt. of West Bengal is awarded to the above firm,
we shall be able to provide overdraft / credit facilities to the extent of
Rs.....

(Rupees.....) only to meet their working capital for
executing the above contract during the contract period.

Signed by an authorized officer of the Bank with seal

Name of the Bank

Address of the Bank

Phone No.

e-Mail ID

Date



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 upto date addenda and corrigenda, if any, published by the Superintending Engineer, P.W.D., Planning & Monitoring Circle.

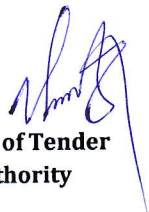
TERMS & CONDITIONS IN ORDER TO PRECEDENCE:

If the stipulations of the various components of the contract documents be at variance in any respect, one will over-ride the other (only in so far as those are at variance) in the order of precedence as given below:

- (a) Special terms and conditions
- (b) Special specifications
- (c) General specifications
- (d) Notice Inviting Tender
- (e) Schedule of probable items with approximate quantities
- (f) Printed Tender Form, i.e. W.B.F. 2911(ii)

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

**Signature and address
of the Tenderer**


**Signature of Tender
Accepting Authority**

ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:

The word "Engineer-In-Charge" means the Executive Engineer 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.

CONDITION IN EXTENDED PERIOD:

As Clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is authorised 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 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 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.

**Signature and address
of the Tenderer**


**Signature of Tender
Accepting Authority**

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 work. The Department may however, at their own discretion grant necessary certificates, if required, for procurement of railways Wagons. But, in case of failure of the Department to help the Contractor in this respect, the contractor will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances. If Railways Wagons are not available, the Contractor will have to depend on transport of materials by road as necessary to complete the work in time and 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 be 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 charges 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.

Signature and address
of the Tenderer


Signature of Tender
Accepting Authority

: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.

The selection of the authorised representatives subject to the prior approval of the Executive Engineer concerned and the contractor shall in writing seek such approval of the Executive Engineer 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 in Clause 9 (a), (b) and (c) which the representative will be authorised for even after first approval, the Executive Engineer may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Executive Engineer shall not be bound to assign any reason for any of his directions with regard to the appointment of authorised representative. Any notice correspondence etc. issued to the authorised 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 P.W.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, 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)

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

CONTRACTOR'S GODOWN :

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if a solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-In-Charge. No separate payment will be made for these godowns or for the storeyard. Any cement which is found at the time of use to have been damaged shall be rejected and must immediately to removed from the site by the Contractor or deposited as directed by the Engineer-In-Charge.

ARRANGEMENT OF LAND : The contractor will arrange land for installation of his Plants and Machineries, his godown, storeyard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available may be spared for the purpose on usual charges as fixed by the Engineer-In-charge.



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.

ROYALTY: The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, Moorum, gravel etc. to the Engineer-In-charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorised quarry holder or commercials establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Engineer-In-Charge failing which necessary deduction from the dues of the contractor may be made as fixed by the Engineer-In-Charge.

SITE WORK ORDER BOOK: The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order book to Sub-Divisional Officer Concerned, who is authorised to receive and keep in custody the Work Order Book on behalf of the Engineer-In-Charge. The Work Order Book shall be kept at the site of work under the custody of Sub-Divisional Officer or his authorised representative. The Work Order Book shall have machine numbered pages in duplicate directions or instruction from Departmental officers to be issued to the Contractor will be entered (in duplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorised representative shall regularly note the entires made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorised representative may take away the duplicate page of the Work Order Book for his own record and guidance.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

In Case of supplementary items or of claims may not be entertained unless supported by entries in the Work Order Book or any written order from the Tender Accepting Authority.

The first page of the Work Order Book shall contain the following particulars:

- a) Name of the Work
- b) Reference to contract number
- c) Contractual rate in percentage
- d) Date of opening of the Work Order Book
- e) Name and address of the Contractor
- f) Signature of the Contractor
- g) Name & address of the Authorized representative (if any of the contractor authorized by him)

- h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor.
- i) Signature of the authorized representative duly attested by the Contractor.
- j) Signature of the Sub-Divisional Officer concerned.
- k) Date of actual completion of work.
- l) Date of recording final measurement.

Entries in (k) & (l) above shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the Sub-Divisional Officer.

CLEARING MATERIALS:

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works 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 Engineer-In-Charge. No separate payment shall be made for all these works, 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.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

SUNDRY MATERIALS:

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-In-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All petty and sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour require for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor at his own cost.

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 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 to the maximum extent possible from rates of the allied items of work appearing in the P.W. Department schedule of rates for according to district of probable items of work forming part of tender document.

(b) If the rates of the supplementary items cannot be computed even after applications of clause 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, the contractual percentage will not be applicable.

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

(d) Contractual percentage shall only be applicable with regard to the portions of the analysis based on clause (a) 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.

COVERED UP WORKS:

When one item of work is to be covered up by another item of work the latter item shall not be done before the formal Item has been measure up and has been inspected by the Engineer-in-charge or the Sub-Divisional Officer, as the authorized representatives of the Engineer-In-Charge and order given by him or proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-assistant Engineer, if so, authorized by the Sub-Divisional Officer may do this inspection in respect of minor works and issue order regarding the latter item.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

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 prior to utilization in work.

WATER AND ENERGY:

The contractor shall have to arrange for their own source of energy for operation of

equipment's 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.

ROAD OPENED TO TRAFFIC:

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programme of work must be so adjusted as would not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not, separately provided in the tender. The Contractor should take all necessary precautions including guarding and lighting and barricading as necessary, to guard against the chances of injury or accident to the road - traffic, road users, and ferry users during execution of the work for which nothing extra will be paid. The contractor will also in demnify the Department against consequences of any such injury or accident, if so, happens due to contractor's fault in compiling with any of such obligations.



Suitable road sign as and where necessary should be provided by the contractor at his own cost as per direction of the Engineer-in-charge and shall also be maintained till the completion of the work. Road barriers with red light at night are to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor

DRAWINGS:

All works shall be carried out in conformity with the drawings supplied by this Department. 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 Department from time to time.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

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.

IDLE LABOUR:

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.

Signature and address
of the Tenderer

Signature of Tender
Accepting Authority

COMPLIANCE OF DIFFERENT ACTS :

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, his and Executive Engineer, Medinipur Division, Housing Directorate 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.

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 equipment's. 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.

Signature and address
of the Tenderer

Signature of Tender
Accepting Authority



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 also as per M.O.R.T. & H's specification for Road and Bridge Works (4th Revision) and IS 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.

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.

REJECTED 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.

Signature and address
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Accepting Authority

IMPLIED ELEMENTS OF WORK IN ITEMS :

Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are to be deemed as inclusive of the same.

DAMAGED CEMENT:

Any cement lying at contractor's custody which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by Engineer-In-Charge at the costs and expenses of the contractor.

ISSUE OF DEPARTMENTAL MATERIALS :

Departmental materials (like cement & steel) will be issued from any Departmental Godown / Stockyard within jurisdiction of Medinipur Division, Housing Directorate, if the departmental materials are available. But in exigencies agency have to procure all the materials at his own cost based on written permission from this end with producing necessary test certificate of materials purchased from producers or authorised dealer under any circumstances.

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.

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.

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ADDITIONAL CONDITIONS :

A few additional conditions under special terms and conditions.

a) Rate quoted shall be inclusive of clearing site including removal of surplus earth, rubbish, materials etc. as per direction of the Engineer-In-Charge.

- b) Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.
- c) Display board to size 150cm X 90cm is to be provided at site of work with Sal Bullah Post to a height of 1.5 Metre at the cost of the contractor including insertion as directed by the Engineer-In-Charge.
- d) The Contractor is to display caution board at his cost.
- e) Deep excavation of trenches and left out for days should be avoided.
- f) The Contractor or supplier should not import into West Bengal on competitive price basis.
- g) The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
- h) As per Finance (Taxation) Department of Income Tax Will be made from each bill of the contractor as per applicable rate in force.
- i) In accordance with the West Bengal Taxation Laws (amendment) Ordinance Value Added Tax will be deducted from contractor's bill as per existing VAT rules.

PAYMENT OF BILLS:

Running payment for work may be made to the executing agency as per availability of fund.

ARBITRATION:

There shall be no provision for Arbitration under this contract, Provision under clause 25 of WBF No. 2911 (ii) is thus considered deleted.

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The following materials may be issued by the Department at the point of Departmental Godown, from the point of delivery to the actual site of work the materials shall be carried by the recipients at their own cost. Accordingly the rate quoted must be inclusive of the cost of carriage from any godown under Medinipur Division, Housing Directorate for the work as mentioned in this e-NIT against Serial No. 1, 2 & 3.

1	Cement	PPC/PSC	MT	8100.00(Eight Thousand One Hundred Only)	7364.00(Seven Thousand Three Hundred Sixty Four Only)
		OPC (43Grade)	MT	8100.00(Eight Thousand One Hundred Only)	7360.00(Seven Thousand Three Hundred Sixty Only)
		OPC (53 Grade)	MT	8360.00(Eight Thousand Three Hundred Sixty Only)	7560.00(Seven Thousand Five Hundred Sixty Only)
2	Steel	Mild Steel Rods (Fe 250)	MT	36900.00(Thirty Six Thousand Nine Hundred Only)	32500.00(Thirty Two Thousand Five Hundred Only)
		Tor Steel Rods/HYSD/TMT Bars (Fe415/Fe500/Fe500D)	MT	36900.00(Thirty Six Thousand Nine Hundred Only)	32500.00(Thirty Two Thousand Five Hundred Only)

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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. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

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

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

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



Signature of Tenderer

postal address of the Tenderer