



GOVERNMENT OF WEST BENGAL

Office Of The Executive Engineer

Bankura Division, Housing Directorate

A1, RHE Kankata-722102

e-Mail:bankuradivisionhd@gmail.com

Memo No: 681

Date:30.08.2024

e-NOTICE INVITING TENDER

No.03 OF 2024-25 OF THE EXECUTIVE ENGINEER,
BANKURA DIVISION, HOUSING DIRECTORATE

TENDER REFERENCE NO.WBHOUSING/EE/BANKDIVN/eNIT03/2024-25

The EXECUTIVE ENGINEER, BANKURA 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 Including GST (18%) & Cess (1%)	Earnest Money (2%)	Cost of Document	Period of completion	Defect liability period.	Name of concerned Sub-	Eligibility of Bidder
		(In Rs.)	(In Rs.)	(In Rs.)				
1	Replacement and Repairing work for connection of water supply line by PVC pipe and fitting in place of old damaged G.I. pipe line and new cistern connection for 11-blocks with 84 flats at RHE Kulihanda.	Rs. 4,99,741.00	Rs. 9,995.00	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 as per latest Govt. order.	30 days	As per Govt. order vide memo no. 5784-PW/L&A/2M-175/2017 dated 12.09.2017	Assistant Engineer, Hooghly Sub- Division, Housing. Dte.	Please see the e-NIT
2	Renovation and Repairing work to R.H.E Amratala, Hooghly for inside repairing work, white washing and painting work for 5 Nos. (R30, R29, R9, R3 and R6) C-Type flats and 12 Nos. (S3, S8, S12, S14, S17, S18, S25, S29, S30, S35, S39, and S41) D-Type flats.	Rs. 7,51,161.00	Rs. 15,023.00		45 days			Please see the e-NIT
3	Renovation and Repairing work to RHE Kulihanda, Hooghly for inside repairing work, wood work, white washing and painting with some S and P work for 20 nos. (A1, A2, A8, A10, C1, D3, E3, E7, E12, F3, F5, F6, D5, G9, I1, H4, H5, K1, K5 and H6) D-Type flats and replacement of bath door with P.V.C. door in 14 nos. flats.	Rs. 5,25,214.00	Rs. 10,504.00		45 days			Please see the e-NIT

The payment will only be made after availability of fund.

The materials which are required for the proposed scheme including cement & steel etc. shall be supplied by the Agency.

- For e-filing, intending bidder may download the tender documents from the website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate tender document. The process of deposit of hard copy earnest money like Bank Draft, Pay Order etc is dispensed with effect from **01/09/2016** i.e. terms of order No. **3975-F(Y) Dated 28th July,2016** of Secretary, Finance department, Govt. of West Bengal, other prevailing G.O. and online receipt and refund of EMD under e-Procurement system through State Govt e-procurement portal takes place.
- Both Technical document and Financial document are to be submitted in technical (Statutory & Non- Statutory) and financial folder concurrently duly digitally signed in the website <http://wbtenders.gov.in>

3. The Technical document and Financial Bid submitted online on or before 14/09/2024 up to 04.00 PM.

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, Bankura Division, Housing Directorate. The decision of the Executive Engineer, Bankura 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, Bankura Division., Housing Directorate, on the scheduled date and time.

5. Eligibility criteria for participation in the tender.

ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER. AS PER PWD NOTIFICATION NO. 04-A/PW/0/10C-02/14, DT. 18/03/2014.

- i. Intending tenderers should produce credentials of a similar nature of completed work of the minimum value 40% of the estimated amount put to tender during 5 [Five] years prior to the date of issue of the tender notice, or,
- ii. Intending tenderers should produce credentials of 2 [two] similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5 [Five] years prior to the date of issue of the tender notice, or,
- iii) Intending tenderers should produce credentials of 1 [one] single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at [i] above, In case of running works only those tenders who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it would be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the tenderer.

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.

Payment certificate will not be treated as credential. Credential means Completion Certificate. Work Order must be produce in the time of application. For combined work BOQ must be produce in the time of application.

Credential certificate issued by the Executive Engineer or equivalent or competent authority of a state/Central Govt., State/Central Govt. undertaking, Statutory/Autonomous Bodies Constituted under the Central/State Statute, on the executed value of completed/running work will be taken as credential.

All necessary proforma enclosed with this eNIT should be filled up properly by the tenderer.

The Tender Inviting Authority may Reject or Accept the application for this NIT based on their previous performance and the T.I.A. decision will be final.

In case of any mismatch in name of agency or any other particulars Affidavit before the 1st Class Judicial Magistrate has to be submitted at the time of submission of Technical bid by concern agency in that respect otherwise the application for participation will be treated as informal.

T.I.A may reject any applicant without assigning any reason to the bidder.

In case of Registered Unemployed Engineers' Co-operative Societies and Registered Labour Co-operative Societies, documents of credentials as per Serial No. 5 of Page No. 2 of this e-NIT. 'Certificate of Registration' from the respective Assistant Registrar of Co-operative Societies, current audit report, current Balance sheet, valid Bye Law, minutes of last AGM, current N.O.C from A.R.C.S, Valid PAN Card, valid trade license from respective municipality/panchayet, Current Professional tax challan, current professional tax clearance certificate, Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act '2017 must be documented through e-filing, Current GST Return, Last three years IT Return (Acknowledgement Receipt), All related forms as per NIT. Also in case of Registered Unemployed Engineers' Co-operative Societies, documents in satisfying the following criteria are required to be documented through e-filing:-

- 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.
 - b) Above society shall be allowed to participate the work mentioned in this e-NIT as per G.O.
 - c) Above society must be submitted earnest money as mentioned in this e-NIT as per Govt. order.
- ii) Joint venture will not be allowed to participate in the above e-NIT.
- iii) 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.
- iv) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

- v) **The Tender 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.**
- vi) A prospective tenderer shall be allowed to participate in the particular work either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single work, all his applications will be rejected for that work without assigning any reason thereof.
- vii) The partnership firm shall furnish the registered partnership deed & the company shall furnish the Article of Association & Memorandum (Non-Statutory Document).
- viii) The partnership firm & company shall furnish Registered Power of Attorney in favor the firm/company.
- 6) No mobilization / secured advance shall 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 etc. are to be procured at his own cost including all Taxes. Quality of material should be maintain as per specification with reliable B.I.S. Code as per direction of E.I.C.
- 9) Authenticated evidence for purchase of cement & steel etc. are to be submitted along with the challan. In the event of further testing opted by the E.I.C., then such testing from any Govt. approved testing laboratory shall have to be conducted by the agency at their own cost. The quality of materials & specifications of items as per provision of P.W.D. S.O.R. & relevant I.S. Code.
- 10) Recovery of 1% (one percent) 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.
- 11) Arbitration will not be allowed. The Clause No. 25 of 2911 is to be considered as deleted clause vide gazette notification no. 558/SPW-13th December, 2011.
- 12) 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, Bankura Division, Housing Directorate as non-responsive.
- 13) Test of materials from outside recognized laboratory may be done, if required, at the discretion of the Engineer-in-charge. The cost for such testing will be borne by the agencies.
- 14) The intending bidders should clearly understand that whatever may be the outcome of the present invitation of bids, no cost of bidding is reimbursable from the department.
- 15) In case of inadvertent typographical mistake in the bill of quantity, the same will be treated to be corrected as to confirm with the prevailing relevant schedule of rates of PWD/ PWD (Roads) for the concerned district or as per technically sanctioned estimate.
- 16) No fixed Security Deposit will be allowed.
- 17) No Price Adjustment in respect of certain construction material (i.e. cement components, steel components etc.) will be considered.
- 18) Running payment for the work may be made on availability of the fund after necessary certification of work along with checking of contractor's bill.**
- 19) Successful bidder (L1) will have to purchase. in W.B.F. No. 2911 as per latest Govt. Order.
- 20) Disposal of debris in consultation with the local authorities following proper environment management practice at his own costs and responsibilities.

21) A :- Important information

Date & Time schedule

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. Documents (online) (Publishing Date)	30/08/2024 at 06.55 PM
2.	Documents download/sell start date (Online)	03/09/2024 at 11.00 AM
3.	Documents download/sell end date (Online)	14/09/2024 up to 04.00 PM
4.	Bid submission start date (Online)	03/09/2024 at 11:00 AM
5.	Bid Submission closing date (Online)	14/09/2024 up to 04.00 PM
6.	Bid opening date for Technical Proposals (Online)	17/09/2024 at 11.00 AM
7.	Bid Opening date for Financial proposal (Online)	To be notified later on
8.	Also if necessary for further negation through offline for final rate	To be notified later on

22) B. LOCATION OF CRITICAL EVENT.

Bid Opening -

**Office of the Executive Engineer,
Bankura Division, H. Dte.,
A1, RHE Kankata, Bankura.**

- 23) 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.

- 24) All Bidders are requested to present in the 'Office of the EE, Bankura Division', H. Dte. during opening the financial bid. No objections in this respect will be entertained from any Bidder who will absent at the time of opening of Financial Bid.
- 25) Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
- 26) **Earnest Money:** Earnest money @ 2% of the estimated amount must be submitted & in favour of machine generated Relevant Account No. in the form of RTGS/NEFT of any Bank as per prevailing Govt. Order. **Balance earnest money if required will have to be submitted along with submission of Tender documents for formal agreement.**
- 27) 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.
- 28) 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.
- 29) **The Executive Engineer, Bankura Division, H.Dte. 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.**
- 30) **Refund of EMD:** The Earnest Money of all the unsuccessful Tenderers will be refunded as per online system as per Govt. Order vide order No. 3975-F(Y) Dated 28th July,2016 of Secretary, Finance department, Govt. of West Bengal.
- 31) Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.
- 32) Conditional/ Incomplete tender will not be accepted.
- 33) The intending tenderers are required to quote the rate **on line.**
- 34) **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 there to and the rules made and order issued there under from time to time.**
- 35) **Guiding schedule of rates -As per BOQ.**
- 36) No price preference & other concession as per Order No. 1110-F dated 10.02.2006 will be allowed.
- 37) **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, Bankura Division, H.Dte. reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.**
- 38) In case if there be any objection regarding prequalifying the Agency that should be lodged to the Executive Engineer, Bankura Division, H.Dte. **Within 48 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, Bankura Division, H.Dte..
- 39) **Contractor should have to ensure the engagement of job card holders as unskilled workers for execution of awarded works as per G.O No 551-PWD-25017(12)/ 17/2024 dated 01.03.2024 of the special secretary, PWD, Govt. of W.B & guidelines on KARMASHREE scheme vide notification no 1140 PRD-33011/ 1/2024-MGNREGA SEC,dated07.03.2024.**
- 40) Before issuance of the **WORK ORDER**, the 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.
- 41) 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) e-NIT.
 - iii) Special terms & conditions.
 - iv) Technical Bid.
 - v) Financial Bid
- 42) The prospective tenderers 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.
- 43) **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 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.**

44) The Defect Liability Period of the work as per vide G.O No 5784-PW/L&A/2M-175/2017 Dated 12.09.2017, Security deposit as per rule will be deducted from the payment of the contractor bill & Released as per G.O. at the time of float NIT., No interest will be paid on security deposit.

- 45) Where an individual person holds a digital certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an authorized partner of a firm, having a Registered Power of Attorney empowered by the board or by the firm, shall invariably upload a copy of Registered Power of Attorney showing clear authorization in his favour, to upload such tender.
- 46) The bidder should submit necessary labour license from the competent authority under contract labour (Regulation & Abolition) Act '1970.
- 47) No child labour will be allowed at the working site.
- 48) The prospective bidder to arrange sufficient construction materials & mechanical equipment's to ensure compliance with his obligations under the contract.
- 49) All the EMD/Tender Fees in respect of e-Tender will mandatorily be received and refund/settlement made as per current order of Finance Department, Govt. of West Bengal.

50) Rate should be quoted including all duties, taxes & other levies Educational Cess etc. as imposed by Govt. of India & Govt. of West Bengal payable by the Contractor under the Contract, or for any other cause. Housing Department will not make any payments towards taxes, duties, levies etc. for the entire contract period.

51) **Bidder shall submit copy of:-**

- i) Valid PAN issued by the IT Deptt., Govt. of India, Last three years IT Return. (Acknowledgement receipt), Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act '2017 & current GST Return, Valid Trade License from respective Municipality/ Panchayet (Latest Renewal), current P. tax clearance certificate, current P. tax clearance challan. documents of credentials as per Serial No. 5 of Page No. 2 and all Forms as per e-NIT. In case of Registered Unemployed Engineers' Co-operative Societies and Registered Labour Co-operative Societies, 'Certificate of Registration' from the respective Assistant Registrar of Co-operative Societies, current audit report, current Balance sheet, valid Bye Law, minutes of last AGM, N.O.C from A.R.C.S.

52). During scrutiny or at any stage of bidding or even after award of contract, if it is come to the notice to tender inviting authority that the credential or any other papers are incorrect/manufactured/fabricated, that bid will be considered as non-responsive and out rightly rejected & the firm/company shall also be liable to be prosecuted under Section 197, 199 & 200 of Indian Penal Code, 1860 along with Section 71 & Section 73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeited of Earnest Money/Security Deposit. Action will also be taken as per provision of relevant clauses of contract. All documents/papers uploaded/submitted by the bidder must be legible.

53) **Defects liability period and Refund of Security Deposit:**

a) **Defect liability period as per vide G.O No 5784-PW/L&A/2M-175/2017 Dated 12.09.2017**

b) **Security deposit shall be refunded to the contractor as per G.O.**

54) **Any agency having litigating background regarding execution of work as well as having history of prolonged delay of completion of work will not be entertained in any case.**

55P) If during execution of the work it is found that the progress of work is very slow and the contractor failed to speed up the work even after repeated reminders and the work is going to be delayed unnecessarily due to fault on the part of contractor and /or the quality of work is not as per the specification and the contractor does not make required rectification after being so instructed, the work order and contract shall be cancelled, the earnest money shall be forfeited.

Dmwe 30/08/24

**Executive Engineer
Bankura Division, Housing Dte.**

Memo No: 681/1(8)

Dated: 30.08.2024

Copy forwarded for favour of his kind information & giving wide publication through notice board to :-

- 1) The Chief Engineer, Housing Directorate.
- 2) The Additional Secretary, Housing Department with the request for display on the Website of Housing Department.
- 3) The Superintending Engineer, West Circle, Housing Directorate.
- 4-5) The District Magistrate, Hooghly & Bankura
- 6) The Assistant Engineer, Bankura/Hooghly Sub-Division
- 7) Notice Board of this Office.
- 8) Estimating Section/ D.A / Head Clerk of this office.

Pue 30/08/24

**Executive Engineer
Bankura Division, Housing Dte.**

SECTION A
INSTRUCTION TO BIDDERS
SECTION - A

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://www.wbtenders.gov.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. A prospective bidder (including his participation in partnership) shall be allowed to participate more than 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 Machine generated Account No. or Beneficiary Name as per Govt. Order.
- ii. Tender form No. 2911) & NIT (Properly upload the same Digitally Signed). In case quoting any rate in 2911 the tender liable to summarily rejected).
- iii. Declaration by the tenderer as per pro forma (SECTION-B, FORM-VIII) & Structure organization- (SECTION-B FORM III) as per proforma.
- iv. Experience Profile (Section-B, Form-V) as per proforma.
- v. Special Terms & Condition of works.
- vi. Prequalification application (SECTION-B, FORM-I) as per proforma.

A-2. Non statutory cover / Technical Documents

- i) Valid PAN Card, Last three years IT Return (Acknowledgement receipt), Valid Trade License from respective Municipalities / Panchayet (Latest Renewal), Current P-Tax challan , current P.Tax clearance certificate, Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act '2017 ,Current GST Return, Credential as per Serial No. 5 of Page No. 2 of this e-NIT.
- ii) Govt. Registration Certificate under Company Act. (if any).
- iii) Registered Deed of partnership Firm.
- iv) Article of Association and Memorandum if any.
- v) Registered Power of Attorney For Partnership Firm.
- vi) In case of Registered Unemployed Engineers' Co-operative Societies and Registered Labour Co-operative Societies, 'Certificate of Registration' from the respective Assistant Registrar of Co-operative Societies, current audit report, current Balance sheet, valid Bye Law, minutes of last AGM,N.O.C from A.R.C.S.

Note: - The eligibility of a bidder will be ascertained on the basis of scanned copy of all original documents Duly digitally signed as stated in A-1 & A-2. Failure of submission of any of the above mentioned Documents (as stated in A1 and A2) may render the tender liable to summarily rejected for both statutory & non statutory cover.

C. Financial proposal

- i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor is to quote the rate (percentage above/ below/ at par) online through computer in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned and digitally signed by the contractor.
- iii) As per G.O. No. 4608-F(Y) dated 18.07.2018 of Finance Department, Govt. of West Bengal, Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimated amount put to tender.
The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order.
The Bank Guarantee shall have to be valid up to end of the Contract Period & shall be renewed accordingly, if required.
Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

6. Penalty for suppression / distortion of facts

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

7. REJECTION OF BID

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

The Tenderer whose Bid has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance

The Letter of Acceptance will constitute the formation of the Contract.

The Agreement in Printed Tender Form in WBF No. 2911 will incorporate all necessary documents e.g. N.I.T., all addenda corrigendum, special terms and condition (Section -C), , B.O.Q. and the same will be executed between the Tender Accepting Authority and the successful Tenderer.

Omme 30/08/24

Executive Engineer
Bankura Division, Housing Dte.

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	<ol style="list-style-type: none"> Valid Trade License from respective panchayet/ Municipality. Valid PAN. Current P. Tax (Challan.) Current P. Tax Clearance Certificate. Last three years IT Return (Acknowledgement receipt) GST Registration Certificate, current GST Return.
B.	Company Details	Company Details - I	<ol style="list-style-type: none"> Society (Society Registration copy, Valid Trade License, Registration Certificate from ARCS). Registered Power of attorney. Partnership Firm (Registered Partnership Deed, Valid Trade License). Valid Bye Law, Current Audit report, Current Balance Sheet, Minutes of last AGM, N.O.C from A.R.C.S. for Registered Unemployed Engineers Co-operative Society/ Registered Labour Co-operative Society
C.	Credential	Credential 1	<ol style="list-style-type: none"> As per Sl. no. 5 of page no 2 Of this NIT.
D.	Others	Declaration	All papers, Declaration Section- B (Form-I, Form-V, Form-III, From-VIII) as per pro forma which is mentioned in this e-NIT must be submitted with date & signature. Scanned signature will not be entertained. No extra paper upload except above noted documents and no documents/ paper upload repeatedly. If found up loaded extra documents acceptance and rejection depend upon Tender Inviting Authority.

A. Tender evaluation by the Executive Engineer, Bankura Division, H.Dte..

- Opening of Technical proposal:- Technical proposals will be opened by the Executive Engineer, Bankura Division, H.Dte., 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 Sl. 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.
- Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the Executive Engineer, Bankura Division, H.Dte..
- Uploading of summary list of technically qualified tenderers.
- Pursuant to scrutiny & decision of the Executive Engineer, Bankura Division, H.Dte. 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 Executive Engineer, Bankura Division, H.Dte. may sum one 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.
- 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.*

Penalty for suppression/ distortion of facts

If any tenderer fails to produce the original hard copies of the documents on demand of the Executive Engineer, Bankura Division, H.Dte. 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 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.

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 will incorporate all agreements between the Tender Accepting Authority and the successful Bidder.

**Executive Engineer
Bankura Division, Housing Dte.**

SECTION – B

FORM –I
PRE- QUALIFICATION APPLICATION

To
The Executive Engineer,
Bankura Division, HDte.

Ref: - Tender Reference: WBHOUSING/EE/BANKDIVN/eNIT No- /2024-25 (Sl.No.)

Name of work:

e-N.I.T.No.: of 2024-25 of Executive Engineer, Bankura Division, H.Dte.

Dear Sir,

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

The application is made by me / us on behalf of _____
In the capacity _____ duly authorized to submit the 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 & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority/Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclo:- e-Filling:-

- 1. Statutory Documents
- 2. Non Statutory Documents

Date: -

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

Note: *THIS APPLICATION SHALL PREFERABLY BE MADE IN THE LETTER HEADED OF THE FIRM IN WHICH APPLICATION IS MADE CLEARLY MENTIONING THE ADDRESS AND CONTACT NUMBER & email ID OF THE FIRM.*

SECTION-B
FORM-V
EXPERIENCE PROFILE

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED & RUNNING WORKS DURING THE LAST FIVE YEARS AS PER CLAUSE 5 OF THIS e-NIT.

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

- 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 that may be asked from a tenderer 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.

TENDER FOUND TO HAVE SUBMITTED UNDER FALSE NAME : When a Contractor, whose tender has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled his Security Deposit will be forfeited.

Signature and address of the
Tenderer

Signature of Tender of
Accepting Authority

Note: *THIS APPLICATION SHALL PREFERABLY BE MADE IN THE LETTER HEADED OF THE FIRM IN WHICH APPLICATION IS MADE CLEARLY MENTIONING THE ADDRESS AND CONTACT NUMBER & email ID OF THE FIRM.*

SECTION - B
FORM -III
STRUCTURE AND ORGANISATION

1. Name of Firm : _____
2. Name of Applicant : _____
3. Office Address : _____

4. Address for correspondence: _____

5. Telephone No. and Cell Phone No. : _____
6. E mail ID : _____
7. Details of Bank Accounts
- i) Name of Bank : _____
- ii) Name of Branch and : _____
Address with Phone No. _____

- iii) Bank Account No. : _____
- iv) IFSC Code : _____
- v) MICR No. : _____
- vi) PAN : _____
- vii) GSTN : _____
9. Attach an organization chart : _____
showing the structure of the _____
company with names of _____
Key personnel. _____

Signed by an authorized officer of the firm
Title of the officer
Name of the Firm with Seal
Date _____

Note: *THIS APPLICATION SHALL PREFERABLY BE MADE IN THE LETTER HEADED OF THE FIRM IN WHICH APPLICATION IS MADE CLEARLY MENTIONING THE ADDRESS AND CONTACT NUMBER & email ID OF THE FIRM.*

SECTION-B
FORM-VIII

DECLARATION BY THE TENDERER

Ref: - Tender for
(Name of work)

e-N.I.T. No.: of 2024-25 of The Executive Engineer, Bankura Division, H.Dte.,

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.

I/We have applied in the tender in the capacity of individual / as a partner of a firm.

Signature of Tenderer

Postal address of the Tenderer

**Executive Engineer
Bankura Division
Housing Directorate**

Note: *THIS APPLICATION SHALL PREFERABLY BE MADE IN THE LETTER HEADED OF THE FIRM IN WHICH APPLICATION IS MADE CLEARLY MENTIONING THE ADDRESS AND CONTACT NUMBER & email ID OF THE FIRM.*

Additional Performance Security when the bid rate is 80% or less of the Estimate put to tender and no increase in scope of work of projects during execution phase.

- a) In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is pleased to decide that Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender.
- b) The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.
- c) The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully. The Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses to the contract shall in no way be altered/ affected by provision of this Additional Performance Security.[Ref: No-4608-F(Y) dt.18/07/2018 & of the Add. Chief Sec. to the Govt. of West Bengal, Finance Department]
- 11) **Earnest Money:-**In case of Tenders initial Earnest Money @2% (Up to Estimated Amount) shall have to be deposited along-with Tender. Upon acceptance of the tender this Earnest Money shall be converted into Security Deposit. Balance 1% will be deducted from each progressive bill so as to make total deduction of the final bill amount at the time of passing of the final bill.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

SECTION - C

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 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.

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.

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 him liable to pay compensation or other penal action as per stipulation of the printed tender form.

KARMASHREE SCHME

Contractor should have to ensure the engagement of job card holders as unskilled workers for execution of awarded works as per G.O No 551-PWD-25017(12)/17/2024 dated 01.03.2024 of the special secretary, PWD, Govt. of W.B & guidelines on KARMASHREE scheme vide notification no 1140 PRD-33011/1/2024-MGNREGA SEC, dated 07.03.2024.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

CONDITION IN EXTENDED PERIOD:

As Clause 5 of W.B.F. No. 2911 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 up to the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated up to 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 programmed 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 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 authorized 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 authorized 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 authorized 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 authorized for even after first approval, the Executive Engineer may issue at any subsequent date, revised directions about such authorized 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 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 P.W. Department. Otherwise the Department shall not be bound to take cognizance of such of attorney.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

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

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 store yard. 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, store yard, 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 authorized 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 authorized 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 authorized 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 authorized representative shall regularly note the entries 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 authorized representative may take away the duplicate page of the Work Order Book for his own record and guidance.

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.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

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.

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 concerned district P.W. (R) SOR 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.

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 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.

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 dignify 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.

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.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting Authority**

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, 1848. Contact 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 Superintending Engineer, West Circle, 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.

**Signature and address
of the Tenderer**

**Signature of Tender
Accepting 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 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.

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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.

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:

All materials such as cement, steel etc. are to be procured at his own cost including all Taxes. Quality of material should be maintain as per specification with reliable B.I.S. Code & as mentioned in the structural detail drawing & test certificate should be submitted as per direction of E.I.C. Authenticated evidence for purchase of cement & steel etc. are to be submitted along with the challan & case certificate. In the event of further testing opted by the E.I.C., then such testing from any Govt. approved testing laboratory shall have to be conducted by the agency at their own cost.

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.

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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.

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 and other 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.

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PAYMENT OF BILLS :

Running payment for work may be made to the executing agency as per availability of fund & after necessary certification of the work along with the checking of contractor's bill by the selected consultant for the proposed work.

ARBITRATION :

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

Defects liability period and Refund of Security Deposit:

The security deposit shall be refunded to the contractor in the manner provided herein under:-

Defect Liability Period a) *Defect liability period as per vide G.O No 5784-PW/L&A/2M-175/2017 Dated 12.09.2017*

b) *Security deposit shall be refunded to the contractor as per G.O.*

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SECTION - D**Special Specification for Building and S&P Works**

Name of Work: As per Detailed NIT

Site Condition: *The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffics during day as well as to night. No interruption in works due to any site condition shall be engaged as to complete the work in time. The execution of the work should however be planned and phased so that there are no undue towards to the movement of normal traffic over the road. No additional payment will be entertained on this contract.*

Difficulties and inconveniences in transporting materials over the bad roads, kutcha roads, Incomplete roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over Kutcha roads. These approach roads should be maintained by the contractor at his own cost.

Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be, should be noted by the bidder. No rate or time will be allowed security of the materials. Nothing would be entertained under any circumstances beyond the respective tendered provisions.

Unless otherwise stipulated all the works are to be done as per General Specification of "Schedule of Rates" for Building and S&P Works of Public Works Department for the working area enforce at the time of NIT.

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