GOVERNMENT OF WEST BENGAL
OFFICE OF THE ASSISTANT ENGINEER
ELECTRICAL SUB-DIVISION -I,
HOUSING DIRECTORATE
53, Dr. Sundari Mohan Avenue [2nd Floor], Kolkata- 700 014
email: **aengineer557@gmail.com**

Memo No: 689 **Dated:-09.04.2025**

NOTICE INVITING e-Tender No: **WBHD/AE/ESD-I/eNIT-01/2025-26** of the Assistant Engineer, Electri Sub-Division - I, Housing Directorate.

The **Assistant Engineer, Electrical Sub-Division -I, Housing Directorate**. invites Notice e-tender for the work detailed in the table below. (Submission of Bid through **online**)

INFORMATION ABOUT THE WORK:

1.	Name Of Work	**Replacement & Renovation of existing lighting system at staircase, balcony an community hall at Minto Park RHE, Khidurpur RHE & 48 Tangra RHE Govt. Housin Estate for maintenance work under South Kolkata Electrical Section- I, H.D.**
2.	Eligibility of The Bidder	Bonafide, resourceful and reliable bidders having requisite credentials in successfully executing simil nature of works under authority of State/ Central Govt., State / Central Govt. undertaking/ Statuto Bodies Constituted under the Statute of the Central / State Govt.(Eligibility Criteria as per Sl. no. mentioned below) Departments(Eligibility Criteria as per Sl. no.-4 mentioned below)
3.	Earnest Money to Be Deposited:	Rs 3,820.00
4.	**Cost of Documents (required during agreement)**	As per Notification no: 199-CRC/2M-10/2012 dated 21.12.2012 of the Secretary, PWD, Government of West Bengal
5.	Time Period of Completion of Work:	7 days from layout/Site Access
6.	Name of the Concerned Section	South Kolkata Electrical Section-I, HD
7.	Defect Liability Period	1(one) year from the actual date of completion

(1) In the event of e-filling, intending bidder may download the tender documents from the website: - **http://wbtenders.gov.in** directly with the help of Digital Signature Certificate & necessary cost of Earnest Money has to be deposited through online mode as per Memorandum of the Finance Department, Govt. of West Bengal vide No.-3975-F(Y) dated 28/07/2016 (detailed attached with this e-NIT) read with Finance Department's memo no.-5688-F(Y) dated 03/11/2016. Failure to abide by the submission of EMD will be liable for rejection of Tender proposals. Bidders will have nothing to object in this respect. The original part of all other valid documents (Technical) should be submitted physically to the office of the **Electrical Sub-Division -I. Housing Directorate** under sealed cover, if demanded.

(2) Both Technical and Financial Bid is to be submitted concurrently duly digitally signed in the website **https://wbtenders.gov.in**

(3) The **FINANCIAL OFFER** of the prospective Bidder will be considered only if the **TECHNICAL DOCUMENTS** of the Bidder found qualified by the **Assistant Engineer, Electrical Sub-Division -I, Housing Directorate.** The decision of the **Assistant Engineer, Electrical Sub-Division -I, Housing Directorate** will be final and absolute in this respect. The list of Qualified Bidders will be displayed both in the website and also in the Notice Board of the office of the **Assistant Engineer, Electrical Sub-Division -I, Housing Directorate** on the scheduled date and time.

(4) Eligibility criteria for participation in the tender

(i) The Bidder must have valid Electrical Contractors License duly issued by the Licensing Board/Directorate of Electricity of concerned State Government [West Bengal Licensing Board in case of West Bengal]. The Contractor must have full time Supervisor or Engineer holding Electrical Supervisor's Certificate of Competency (granted by the authorities of the concerned State Government/ West Bengal Licensing Board] on the parts 1, 2 & 11 as per I.E. Rules or National Supervisors Certificate of competency. The bidder should have the acknowledgement of authentication from Directorate of Electricity, West Bengal or concerned State Government in respect of the Supervisor attached with the firm. The contractor shall have scan copy of valid electrical contractor license and valid supervisor competency certificate with proper engagement/appointment letter incl. mentioning time validity. The contractor should deploy Supervisor at site as and when required.

(ii) (a) The contractor who have been suspended or debarred in any form for any reason out of the work by any Government Department shall not be allowed to participate in any Tender under Public Works Department during the period of suspension/debarment unless the same has been revoked.

(b) Subletting of contract is strictly prohibited. The work is to be supervised under direct engineer of the awarded agency.

(iii) The prospective bidders shall have satisfactorily completed **as a agency** during the last 5(five) years from the date of issue of this Notice and they shall have **credential as per PWD Notification no.-04-A/PW/O/10C-02/14 dt 18/03/2021 as depicted** below[Non statutory Documents].:-

(A) For 1st Call

a) 40% of the Estimated amount for at least **one work** of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt.

b) 30% of the Estimated amount for at least **two works** of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt.

c) One single running work of similar nature under authority of State/ Central Govt. State / Central Govt. Undertaking /Statutory Bodies Constituted under the Statute of the Central/ State Govt. which has been completed to the extent of **80%** or more and value of which is **not less than the desired value of (a) above**.

(B) For 2nd Call

a) 30% of the Estimated amount for at least **one work** of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt.

b) 25% of the Estimated amount for at least **two works** of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt.

c) One single running work of similar nature under authority of State/ Central Govt. State / Central Govt. Undertaking /Statutory Bodies Constituted under the Statute of the Central/ State Govt. which has been completed to the extent of **75%** or more and value of which is **not less than the desired value of (a) above**.

(C) For 3rd Call

a) 20% of the Estimated amount for at least **one work** of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt.

b) One single running work of similar nature under authority of State/ Central Govt. State / Central Govt. Undertaking /Statutory Bodies Constituted under the Statute of the Central/ State Govt. which has been completed to the extent of **70%** or more and value of which is **not less than the desired value of (a) above**.

N.B.:- In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer or Equivalent competent authority will be eligible for this tender. In the required certificate it should 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.

d) Payment certificate will not be treated as credential

(e) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/ Central Government, State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central / State statute, on the executed value of completed / running work will be taken as credential

N.B:- The credential certificate for completed works should contain (a) Name of work, (b) Estimated Amount, (c)Tendered amount, (d) Value of executed work, (e) Date of Completion of project along with telephone number & detail address for communication of client must be indicated in the Credential Certificate.

(iv) The prospective outside bidders shall have in their full time engagement experienced technical personnel, the minimum being one Electrical Engineering Degree holder or one Electrical Engineering Diploma holder (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation.) [Non statutory Documents].

(v) Valid upto date clearance from Income Tax return / Professional Tax Deposit Challan for the year 2023-2024 and 2024-2025/ Pan Card / Trade License for 2024-2025, Valid Goods and Service Tax Registration Certificate under GST Act'2017 with latest challan/Voter ID Card for self identification with relevant document(s) and any other(s), if applicable, to be accompanied with the Technical Bid document [Non statutory Documents].

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

(vii) The available **Bid capacity** (to be calculated on the basis of prescribed format) of the prospective applicant at the expected time of bidding should not be less than the quoted amount.

(viii) In case of Proprietorship, Partnership Firms and The Company, Tax Audit Report in 3CD Form are to be furnished along with the balance sheet and profit and loss account, and all the schedules forming the part of Balance Sheet and Profit & Loss Account in favour of applicant. No other name along with applicant name, in such enclosure will be entertained.(Non-Statutory documents).

(ix) (a) A Partnership firm will have to furnish the Registered Partnership Deed and a Company will have to furnish the certificate of incorporation alongwith the Article of Association and Memorandum (Non-Statutory documents).

(b) In case of Partnership Firm/Company, "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, upload such tender."

The Power of Attorney shall have to be registered in accordance with the provisions of the registration Act, 1908 as per G.O. No.-61/SPW/12 dated 08/06/2012."

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

(xi) A prospective outside bidder participating in a single job either individually or as partner of a firm or in Joint Venture shall not be allowed to participate in the same job in any other form.

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

(xiii) 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. The make and model under consideration, should be specified in agency's own letterhead, and should be uploaded in Non- Statutory documents, along with dealership certificate for that make/model.

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

(xv) Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co.- Op. Societies are required to furnish valid Bye Law, Current Audit Report, Valid Clearance Certificate from A.R.C.S. for the year 2012 along with other relevant supporting papers. [Non Statutory Documents]

(xvi) The intending tenderer must up load the mobile phone number and the e-mail id of the company duly signed by the applicant. (Non-Statutory documents).

(xvii) (a) The intending Bidder must upload the make, model no. and technical specification for different Items of their offer within "Make, Model No. and detailed Technical Specification," under the Technical cover.

(b) The Agency must procure the materials from the Manufacturer / OEM or from their authorized Sales channel so that the standard warranty/support of the Manufacturer/OEM becomes applicable to the products to be delivered and installed by them.

(c) Documents that authenticates such procurement from the Manufacturer/OEM or from their authorized sales channel and standard warranty/support should be sent from the e-mail of the Manufacturer / OEM / authorized sales channel to the e-mail of Engineer-in-Charge and hard copy of it to be submitted during execution of work / submission of bill.

(d) If any refurbished material is supplied and installed, penal action will be taken as per existing rules.

(5) Conditional bid or bid with clause or price variation will be rejected.

(6) **No mobilization /secured advance** will be allowed. All the rate quoted must be inclusive all taxes, duites, labour welfare cess. No price variation clause will be allowed.

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

(8) Agencies shall have to arrange for factory inspection, storing of materials, labour shed temporary power supply etc. at their own cost and responsibility.

(9) Constructional Labour Welfare Cess @ 1(one) % of cost of construction will be deducted from every Bill of the selected agency. [The rate may vary as per prevailing Govt. Rate during passing of the bill.]

(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) In case of any ambiguity arises during execution procedure, the decision of EIC will be treated as final.

(12)Tendering authority will have discretion to allow permission to any Firm for 1(one) or more job subject to capacity of financial strength and thereby their performance report over credential for work.

(13) Important Information : - (Date & Time schedule)

Sl. No.	PARTICULARS	DATE & TIME
1.	Date of uploading (Publishing) of N.I.T. Documents (Online)	**09.04.2025**
2.	Documents download start date and time (Online)	**09.04.2025 from 06.00 P.M. onwards**
3.	Documents download end date and time (Online)	**22.04.2025 up to 12.00 P.M**
4.	Bid submission start date (Online)	**09.04.2025 from 06.00 P.M onwards**
5.	Bid submission end date and time. (Online)	**22.04.2025 up to 12.00 P.M.**

6.	Date and Time of Technical Bid opening (Online)	**25.04.2025 after 12.00 P.M.**
7.	Date of Uploading list for Technically Qualified Bidder (Online)	**Will be informed in due course**
8.	Date and Time of Financial Bid opening (Online)	**Will be notified after Technical Evaluation**

(14) LOCATION OF CRITICAL EVENT: -

Bid Opening →	**Office of The Assistant Engineer, Electrical Sub-Division I, Housing Directorate, 53, Dr. Sundari Mohan Avenue [2nd Floor], Kolkata- 700 014**

(15) 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 of 1(one) year** from the date of completion of the work ~~or date of handed-over/taken-over of the completed works or for a period more than **1(one) year**~~ as per facility of extended warranty of the equipments offered by the Manufacturer/Authorized Dealer. If any defected/damage is found during the period as mentioned above, the 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 contractor will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.

Also the Prospective Bidders shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and **for a period of 1(one) year** from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge may be considered towards release of full "Security Deposit" as per prevailing PWD Rules/Notification. **Full Security deposit will be disbursed as per existing Govt. rules in present date** after completion of the work at the appropriate satisfaction of Engineer-in-Charge.
A retention towards Performance Security amounting to 10 (ten) percent (including 2% Earnest Money) of the billed amount shall be made by the Executive Engineer from 1st R.A. bill to Final bill.

No interest would be paid on the Performance Security Deposit.

(16) All Bidders are requested to be present in **the Assistant Engineer, Electrical Sub-Division I, Housing Directorate, 53, Dr. Sundari Mohan Avenue [2nd Floor], Kolkata- 700 014** during opening the financial bid. **Assistant Engineer, Housing Electrical Sub-Division -I** may call **Open Bid / Seal Bid / 2nd Call** after opening of the said bid to obtain the suitable rate further, if it is required. No objections in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal Bidder will be entertained in the Bid further.

(17) Site of work and necessary approvals may be given to the agency after factory inspection, and build drawing is to be done by the agency after completion. No claim in this regards will be entertained.

(18) Earnest Money: - The amount of Earnest Money **Rs. 3,820.00** only **against the work will have to be deposited through either Net Banking or RTGS/NEFT as per Finance Audit Department Memorandum No. 3975 – F(Y) dated 28.07.2016 available at the Official Web site of Finance Department, Govt. of West Bengal – www.wbfin.nic.in.**

(19) The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings (UPS room dimension, ventilation) and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.

(20) (A) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Executive Engineer, Electrical Division No-I, 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 Bidder at the stage of Bidding.

(B) The **Assistant Engineer, Electrical Sub-Division -I, Housing Directorate** reserves the right to issue any corrigendum to the NIT or cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

(21) Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following as per G.O. no. 5784-PW/L&A/2M-175/2017 dated 12/09/2017:

Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

(a) For work with three months Defect Liability Period:
  (i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.

(b) For work with one year Defect Liability Period:
  (i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.

(c) For work with three years Defect Liability Period:
  (i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;

  (ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work

(d) For work with five years Defect Liability Period:
  (i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
  (ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
  (iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work.

Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

(i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.

(ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road /bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;

(iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;

(iv) Construction of new building / new bridge / new culvert, Reconstruction of building/bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work.

"The word 'Government' means the Government of the State of West Bengal in Public Works Department."

(22) Refund of EMD: The Earnest Money of all the unsuccessful Tenderers deposited in favour of the Executive Engineer along with the Tenders will be refunded by the concerned Executive Engineer **as stated in Finance Audit Department's Memorandum No.-3975 – F(Y) dated 28.07.2016 available at the Official Web site of Finance Department, Govt. of West Bengal – www.wbfin.nic.in.**

(23) Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.

(24) Conditional bid/ Incomplete tender will not be accepted.

(25) The intending Bidders are required to quote the rate **on line. (both words & figures)**

(26) 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.

(27) Guiding schedule of rates: - As per Public Works Directorate (Electrical) Schedule Book.

(28) 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.

(29) Before issuance of the **WORK ORDER**, the tender inviting authority may verified the credential and other original documents of the lowest bidder if found necessary. After verification if it is found that the documents submitted by the lowest bidder is either manufactured or false in that case work order will not be issued in favour of the said bidder 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) N.I.T.
(iii) Special Terms & Conditions.
(iv) Technical Bid.
(v) Financial Bid.

(31) Bid Evaluation Committee (BEC):

As per PWD Memorandum no. 453-W(C)/1M-23/15 dated 15/09/2015, a Bid Evaluation Committee (BEC) has been constituted under the Executive Engineer, Hooghly Electrical Division, Public Works Directorate, Government of West Bengal, who is the tender inviting authority for all works within the tender accepting power of the Executive Engineers.

The members of Bid Evaluation Committee would be:-

1. Executive Engineer, Electrical Division No-1, Housing Directorate.,Govt. of W.B.
2. Assistant Engineer, Electrical Sub- Division-I
3. Divisional Accounts Officer/Divisional Accountant

The Bid Evaluation Committee will do the technical and financial evaluations of the bidders for different types of works and make recommendation to the tender accepting authority. The bidders will have to meet all the minimum criteria regarding:-

(a) Financial Capacity
(b) Technical Capability comprising of personnel & plant & equipment capability
(c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of his digitally signed documents in support of the minimum criteria as mentioned in (a), (b), (c) above with the help of his DSC and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such case the eligibility of the bidder/Tenderer will be out rightly rejected at any stage without any prejudice and further penal action may be taken against him as per rule.

(32) The Bid Evaluation Committee reserves the right to ignore some deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee will be entertained. In case of 2nd Call, the Bid Evaluation Committee reserves the right to ignore some more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained. In case of third and subsequent calls, the Bid Evaluation Committee reserves the right to ignore more and more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

(33) Bidders should upload their documents from original copies. Uploading photocopy & illegible copies will not be accepted.

(34) Additional Performance Security Deposit

As per memorandum no. 4608-F(Y) dated.18.07.2018 of Finance Department Govt. of West Bengal, the successful bidder will have to submit Additional Performance Security @10% of the tendered amount, 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. 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 upto end of the Contract Period and shall be renewed accordingly, if required. 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 of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

(35) Rate of every item to be offered should be inclusive of everything viz. cost of materials, labour, transport and installation at site etc. No separate/ additional payment for any of the above component of any item of work will be made.

(36) The eligible responsive bidder, whose some total offered price considering all the items of works stands lowest, will be considered for awarding the entire work. In no case award of individual item of work will be awarded to the concerned item-wise Lowest Bidder.

(37) For any typographical mistake in case of Unit, Rate, Quantity, Amount, any time of nomenclature in items of works/item itself etc. whatsoever as stated in BOQ, that can't be claimed during agreement or so. In that case sanctioned estimate will be binding criteria.

Sd/-
Assistant Engineer,
Electrical Sub-Division -I,
Housing Directorate

Memo No. 689/1(8) **Date. 09.04.2025**

Copy forwarded for his kind information and necessary action please to the:-

1. The Chief Engineer, Housing Directorate, 1, K. S. Roy Road, Kolkata- 700001.
2. The Superintending Engineer (Electrical), Housing & Planning Works, PWD, 1, K. S. Roy Road, Kolkata- 700001.
3. The Executive Engineer, Electrical Division-I, H.D.
4. The Special Secretary, Housing Department. She is requested to take necessary action to publish the NIT/NIT to the Departmental Website.
5. The Divisional Accounts officer of this Division.
6. The Estimating Section of Electrical Division-I,HDte.
7. NOTICE BOARD of this Sub-Division.
8. Assistant Engineer, Electrical Sub- Division- II/ III, Housing Directorate.

Sd/-
Assistant Engineer,
Electrical Sub-Division -I,
Housing Directorate

S.O(E)
16/4/25

INSTRUCTION TO BIDDERS

SECTION – A

1. ***General guidance for e-Tendering***

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

2. ***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.

3. ***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 Tenderer. DSC is given as a USB e-Token.

4. 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.

5. ***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.

6. ***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 further two covers(folders).

A-1. Statutory Cover Containing

i. Prequalification Application (Sec-B, Form – I)

ii. Earnest Money has to be deposited by the bidder through the following payment mode as per memorandum of the Finance Department vide No. 3975-F(Y) dated 28PthP July, 2016.

(a) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.

(b) RTGS/NEFT in case of offline payment through bank account in any bank.

iii. West Bengal Form No.- 2911(ii) and e-NIT with all agenda & corrigendum ***(download properly & upload the same Digitally Signed). The rate will be quoted in B.O.Q. Quoted rate will be only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in West Bengal Form No.- 2911(ii) the tender liable to summarily rejected).***

iv. **Financial Statement (Section-B, Form-II)**

v. Current Affidavits (Ref:- format for general affidavit shown in "X" and Declaration-"Y" in Section- "B")

vi. Special Terms, Conditions and Specification of works

A-2. Non statutory Cover Containing

i. Latest Professional Tax Deposit Challan, Pan Card, latest Trade License, Valid Goods and Service Tax Registration Certificate under GST Act'2017, Latest IT Return Acknowledgement, Voter ID Card for self identification with relevant document(s) and any other(s), if applicable.
ii. Registration Certificate under Company Act. (if any).
iii. Registered Deed of partnership Firm/ Article of Association & Memorandum
iv. Registered Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
v. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last three years (year just preceding the current Financial Year will be considered as year –I)
vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.-Opt.(S)
vii. List of Technical staffs along with structure & organization (Section – B, Form – III).
viii. Requisite Credential as per Cl. No. 4(iii) and Section – B, Form – V of this e-NIT. Scanned copy of Original Credential Certificate as stated in 4(iii) of e-NIT is to be submitted.

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

7. 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 or sent by post to such office or delivered to the contractor's authorised agent or representative. For such intimation to the contractor's site office, it shall be deemed to the sufficient enough to be served upon the contractor. The office is to be build by the agency's own cost, with required tools, equipments. The office must have an triplicate book, for documentation of verbal orders.

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	a. Valid Goods and Service Ta Registration Certificate under GS Act'2017 b. Latest Trade License c. PAN Card d. Latest Professional Tax depos Challan e. PAN. f. Latest IT acknowledgement g. Affidavit-"X" and Declaration-"Y made after publication of the e NIT/NIT
B.	COMPANY DETAILS	COMPANY DETAILS- 1	a. Proprietorship Firm (Trade Licence) b. Partnership Firm (Partnership DEED, Trade Licence) c. Ltd. Company (Incorporation Certificate/MOA, Trade Licence) d. Co-operative Society (Society Registration Copy, Trade Licence e. Registered Power of Attorney
C.	CREDENTIAL	CREDENTIAL-1	a. Similar Nature of Work done Completion/Credential Certificat which is applicable for eligibility i this e-Tender.
D.	FINANCIAL (INFO)	WORK IN HAND	a. AUTHENTICATED
	2023-24	P/L AND BALANCE SHEET	a. Profit & Loss and Balance Sheet (With ANNEXTURE and 3CD Form in case of TAX AUDIT)
	2022-23	P/L AND BALANCE SHEET	b. Profit & Loss and Balance Sheet (With ANNEXTURE and 3CD Form in case of TAX AUDIT)
	2021-22	P/L AND BALANCE SHEET	c. Profit & Loss and Balance Sheet (With ANNEXTURE and 3CD Form in case of TAX AUDIT)
E.	MAN POWER	TECHNICAL PERSONNEL	a. LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (ASPER NIT)

i) **Tender Evaluation Committee (TEC) :-**

The tender will be evaluated by Bid Evaluation Committee (BEC) be constituted under Executive Engineer, Electrical Division No-1, Housing Directorate as per PWD Memorandum no. 453-W(C)/1M-23/15 dated 15/09/2015.

ii) **Opening of Technical proposal:-** Technical proposals will be opened by the Executive Engineer, Electrical Division No-1, Housing Directorate and his authorized representative electronically from the web site using their Digital Signature Certificate.

iii) Intending Bidders may remain present if they so desire.

B. Financial proposal

i. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities(BOQ) the Bidder is to quote the rate 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.

iii) Financial capacity of a bidder will be judged on the basis of net worth and available bid capacity as mentioned in the e-N.I.T. to be derived from the information furnished in **FORM-II** (Section-B) i.e., Financial Statement.

8 .Penalty for suppression / distortion of facts

If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tendered 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 tendered. 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.

9. REJECTION OF BID

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

10. AWARD OF CONTRACT

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Letter of Acceptance. Refusal to accept an award after issuance of "Letter of Acceptance" or refusal to enter into contract with the Government without justifiable cause will lead to forfeiture of EMD of the said bidder in favour of the Government and appropriate penal action as per rule / as stated elsewhere in this NIeT will be taken against him.

All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost (Ref: of this N.I.T.) through GRIPS/RTGS/NEFT issued from any nationalized / scheduled bank in favour of the Executive Engineer of the concerned work within time limit to be set in the letter of acceptance.

The Letter of Acceptance will constitute the formation of the Contract. Issuance of Letter of Acceptance / Work Order may be delayed due to non-receipt of clear site for the work and no claim, whatsoever, for delay in issuance of Letter of Acceptance / Work Order will be entertained.

The Agreement in West Bengal From No. 2911(ii) will incorporate all necessary documents e.g. e-NIT, all addenda & corrigendum, special terms & conditions (Section – C), different filled-up forms (Section –B), BOQ, prevailing P.W. Directorate Schedule of Rates at the time of floating of NIeT, and the same will be constituted between the Tender Accepting Authority and the successful Bidder.

1.

LETTER HEAD

SECTION:-B

FORM –I

PRE-QUALIFICATION APPLICATION

To
Assistant Engineer,
Electrical Sub-Division-I,
Housing Directorate

Ref: - Tender for **WBHD/AE/ESD-I/eNIT-01/2025-26**

(Name of work) - **Replacement & Renovation of existing lighting system at staircase, balcony and community hall at Minto Park RHE, Khidurpur RHE & 48 Tangra RHE Govt. Housing Estate for maintenance work under South Kolkata Electrical Section- I, H.D.**

N.I.T.No.: WBHD/AE/ESD-I/eNIT-01/2025-26

Dear Sir,

Having examined the Statutory, Non statutory and NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of _____ In the capacity _____ _____duly authorized to submit the 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.
(c) Govt. will take penalized action against me if found any of the uploaded document is fabricated/tampered .

Enclo:- e-Filling:-
1. Statutory Documents
2. Non Statutory Documents

Date: -

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

2.

NON-JUDICIAL STAMP-PAPER

AFFIDAVIT – "X"

(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 or penalized in any tender/work by the P.W. Department during the last 5 (five) years prior to the date of this NIT.

3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.

4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.

5. Certified that I have applied in the tender vide e-NIT No.- **WBHD/AE/ESD-I/eNIT-01/2025-26** of the Assistant Engineer, Electrical Sub-Division-I, Housing Directorate in the capacity of individual/as a partner of a firm and I have not applied severally for the same work.

6. **Certified that nobody as "near relative" of myself /our employees is/are posted in any capacity between the grades of the "Executive Engineer" and "Junior Engineer" (both inclusive) in the jurisdiction of the work related to this Tender** .

_____

Signed by an Authorized officer of the firm

_____

Title of the officer

_____

Name of the Firm with Seal

Date_____

LETTER HEAD

SECTION:-B

FORM- III

STRUCTURE AND ORGANISATION

A.1 Name of applicant :

A.2 Office Address :

Telephone No. and Cell Phone No. :

Fax No. :
E mail :

A.3 Details of Bank Accounts

i) Name of Bank :
ii) Name of Branch and Address with Phone No. :

iii) Account No. :

iv) MICR No. :
v) IFSC Code :

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

A.5 Attach filled e-mandate form for e-billing/e-prodan

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

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

4.

LETTER HEAD

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	Last calibration	Registered with director of licensing board(Y/N)
						Idle	Engaged			
1	2	3	4	5	6	7	8	9		

For each item of equipment the application should attach copies of
(i) Document showing proof of full payment, (ii) Receipt of Delivery,
(iii) Road Challan from Factory to delivery spot, is to be furnished.

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

5.

LETTER HEAD

SECTION:-B

FORM – V

EXPERIENCE PROFILE

Name of the Firm:

D.1 LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.

Name of Employer	*Name, Location and nature of work*	*Name of Consulting Engineer responsible for supervision*	*Contract price in Indian Rs.*	*Percentage of Participation of company*	*Original Date of start of work*	*Original Date of completion of work*	*Actual Date of starting the work*	*Actual Date of completion of work*	*Reasons for delay in completion (if any)*

Note: a) Certificate from the Employers to be attached

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

Signature of applicant including title
And capacity in which application is made

LETTER HEAD

DECLARATION-"Y"

(To be furnished on Letter Head)

I/we have inspected the site of work and have made myself/ourselves fully acquainted with local condition in and around the site of work. I/we have carefully gone through the notice inviting Tender and other tender documents mention therein along with the drawing attached. I/we have also carefully gone through the 'Priced schedule of probable item and quantities.'

My /our tender is offered taking due consideration of all factors regarding the local site condition stated in this detailed notice inviting tender to complete the proposed work.

I/We promise to abide by all the stipulations of the contact 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 also agree to abide by all the Terms & conditions as stipulated in e_NIT and all Tender Clauses of WBF-2911 Agreement Form.

Signature of Tenderer
Postal address of the Tenderer

SECTION – C

Special terms and conditions

C.1 General :

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned below-

(i) 'Departmental Schedule', which means the Public Works Department Schedule of Rates for Electrical.

C.2 Definition of Engineer-in-Charge and commencement of work :

The word "Engineer-in-Charge" means the Executive Engineer, P.W.(Electrical) of the concerned Division. The word "Department" appearing anywhere in the tender documents means P.W. 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 or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of 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.

C.3 Terms & Conditions 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 granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor 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 up to the extended period.

C.4 Co-operation with other agencies and damages and safety of the users :

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 users and occupants of the adjacent locality, 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, users, occupants of the adjacent locality 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.

C.5 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 booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have arrange at his own initiative so that progress of work will not hamper and no claim whatever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

C.6 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 or sent by post to such office or delivered to the contractor's authorized agent or representative. For such intimation to the contractor's site office, it shall be deemed to the sufficient enough to be served upon the contractor.

C.7 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 local 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 also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

C.8 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.

d) The selection of the authorized representatives shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorised for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall not be bound to assign any reason for his revised directions. Any notice correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor.

C.9 Power of Attorney :

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

C.10 Extension of time :

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting this 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).

C.11 Clearing Of Materials :

Before starting any work, work site, where necessary, must be properly dressed , on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. 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.

C.12 Work Order Book:-

The contractor will within 7 (*seven*) days of receipt of the order to take up the work, supply at his own cost one Work Order Book to Sub-Divisional Officer / Assistant Engineer 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 will be kept at the site of work under the custody of Sub-Divisional Officer / Assistant Engineer or his authorized representative. The Work Order Book should have machine numbered pages in triplicate. Directions or instructions from Departmental officers to be issued to the Contractor will be entered (*in triplicate*) in the Work Order Book (*except when such directions or instructions are given by separate letters*). The contractor or his authorized representatives should regularly note the entries made in the Work Order Book and also record thereon the actions taken or being taken by him for complying the said directions or instructions on any relevant points relating to the work. The contractor or his authorized representative may take away the triplicate pages of the Work Order Book for his own record and guidance.

Cases 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:

C. 14.1. Name of the Work;
C. 14.2. Reference to contract number;
C. 14.3. Contractual rate in percentage;
C. 14.4. Date of opening of the Work Order Book;
C. 14.5. Name and address of the Contractor;
C. 14.6. Signature of the Contractor;
C. 14.7. Name & address of the Authorized representative (*if any*);
C. 14.8. Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor;
C. 14.9. Signature of the authorized representative duly attested by the Contractor;
C. 14.10. Signature of the Sub-Divisional Officer / Assistant Engineer concerned;
C. 14.11. Date of actual completion of work;
C. 14.12. Date of recording final measurement;

Entries in C. 14.11.& C. 14.12.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 / Assistant Engineer.

C.13 Supplementary / Additional items of Works :

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

a. Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.

b. 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 Electrical along with all addenda and corrigenda of probable items of work forming part of tender document Rates for the working area enforced at the time of floating e-N.I.T will be applicable.

c. In Case, addition items do not appear in the above P.W Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for Electrical along with all addenda and corrigenda for the working area enforce at the time of N.I.T.

d. It the Supplementary Item(s) cannot be computed even after application of clauses stated above, rates of supplementary item(s) will be analyzed to the maximum extent possible from the rates of allied items of works appearing in the current PWD Schedule of Rates (for Electrical Works) of probable items of work for the work area at the time of execution of work.

e. If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (ten percent) will be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed

Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a),(b),(c) & (d) stated above only.

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

C.14 Approval of Sample :

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

C.15 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.

C.16 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.

C.17 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, if any, will have to be borne by the contractor without any extra claim towards department.

C.18 Idle labour & additional cost :

Whatever may be the reason no claim on 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.

C.19 Charges and fees payable by contractor :

The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law.

C.20 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.

C.21 Realization 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 this contract or under any other contract made by the contractor with the Government.

C.22 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, Engineer-in-Charge or Superintending Engineer of the concern Circle of P.W.(Electrical) 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.

C.23 Safety, Security and Protection of the Environment :

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

(a) have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department).

(b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others.

(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

(d) ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

C.24 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.

C.25 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 specification of relevant 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 shall be borne by the agency and that must be considered during quoting rate.

C.26 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 commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

C.27 Procurement of materials :

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

C.28 Rejection of 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.

C.29 Issue of Departmental Materials :

Departmental materials will not be issued under any circumstances except which is clearly stated in N.I.T.

C.30 Tender 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 condition. **No conditional rate will be allowed in any case.**

C.30 Additional Conditions :

A few additional conditions under special terms and conditions :

C.30.1. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

C.30.2. Rate quoted shall be inclusive of all Taxes.

C.30.3. Deep excavation of trenches and left out for days shall be avoided.

C.30.4. Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

C.30.5. Income Tax Will be deducted from each bill of the contractor as per applicable rate and rules in force.

C.31 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 whatsoever in this respect will be made to the contractor.

C.32 Working condition:

During execution of work, contractor will remain responsible for providing unhindered passage to traffic on road adjacent to site, providing lighting and guarding arrangement during night for safety and no extra cost will be paid on this account. Work may be required to be executed at night also. Accordingly sufficient lighting arrangement is to be made by the bidder and the cost of such arrangement shall be deemed to have been included in the rates of relevant items. It is to be noted that there will not be any electrical facility at work site. Bidder should make his own arrangement for water, necessary power of lighting, welding, running of pumps etc. and the cost for such arrangement shall be deemed to have been included in the rates quoted by the bidder.

Suspension & Debarment of contractor, supplier and Consultant participating in Public Works Department– In pursuance to Govt. order under memo. no.-410-W(C)/1M-387/15(Pt) Dated. 02.08.2016 and the memorandum circulated vide memo. no.547-W(C)/1M-387/15 Dated.16.11.2015 of the Joint Secretary to the Govt. of West Bengal, PWD regarding introduction of penal measure to the bidders and agencies selected for executing public works for their false declaration or forgery or falsifications of records submitted or failure to execute committed contract or for their failure to perform contractual obligations and thereby resulting delay for execution of the public works or execution of faulty works. The detail guide lines are annexed hereunder. These are also to be taken as part of contract documents.