



GOVERNMENT OF WEST BENGAL

Office Of The Executive Engineer
Bankura Division, Housing Directorate
A1, RHE Kankata-722102
e-Mail:bankuradivisionhd@gmail.com

Memo No: 125

Date: 17.02.2025

e-NOTICE INVITING TENDER

No.07 OF 2024-25 OF THE EXECUTIVE ENGINEER,
BANKURA DIVISION, HOUSING DIRECTORATE

TENDER REFERENCE NO.WBHOUSING/EE/BANKDIVN/eNIT07/2024-25

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 18% GST & 1% Cess	Earnest Money	Cost Document	Period of completion	Schedule of rates for the year	Name of concerned Sub-Division	Eligibility of Bidder
		(In Rs.)	(In Rs.)	(In Rs.)				
1.	Annual maintenance & repair (R&B and S&P) works for the financial year 2025-26 for all the Buildings at RHE Pratapbagan, Bankura.	1,50,000.00	3000.00	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.	31.03.2026	P.W.D. schedule of rates of S&P and R&B works w.e.f. 01.11.2017 with all of its Corrigendum and addendum from the date of issue of this NIT.	Assistant Engineer, Bankura Sub-Division	Outside Bonafied and resourceful contractor having 40% credential in Annual Mtc. & repair work of Govt./Semi Govt. or similar type Within last 5 years in a single tender from the date of issue of NIT. Please refer SL No 5 Pg No 2 Of this NIT.
2.	Annual maintenance & repair (R&B and S&P) works for the financial year 2025-26 for all the Buildings at RHE Ailakandi Site-A, Bankura.	1,50,000.00	3000.00					
3.	Annual maintenance & repair (R&B and S&P) works for the financial year 2025-26 for all the Buildings at RHE Ailakandi Site-B, Bankura.	1,50,000.00	3000.00					
4.	Annual maintenance & repair (R&B and S&P) works for the financial year 2025-26 for all the Buildings at RHE Ailakandi Site-C, Bankura.	1,50,000.00	3000.00					
5.	Annual maintenance & repair (R&B and S&P) works for the financial year 2025-26 for all the Buildings at RHE Kankata, Bankura.	1,50,000.00	3000.00					
6.	Annual maintenance & repair (R&B and S&P) works for the financial year 2025-26 for all the Buildings at RHE Khatra, Bankura.	1,00,000.00	2000.00					
7.	Annual maintenance & repair (R&B and S&P) works for the financial year 2025-26 for all the Buildings at RHE Bishnupur, Bankura.	1,50,000.00	3000.00					
8.	Annual maintenance & repair (R&B and S&P) works for the financial year 2025-26 for all the Buildings at RHE Ranchi Road, Purulia.	2,00,000.00	4000.00					
9.	Annual maintenance & repair (R&B and S&P) works for the financial year 2025-26 for all the Buildings at RHE Raghunathpur, Purulia.	1,00,000.00	2000.00					

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 (Submit the receipt of payment before preparation of bill).

Guiding schedule of rates – a) P.W.D. Schedule of rates for Bankura & Purulia with effect from 01/11/2017 for both Building, Sanitary & Plumbing works along with up to date corrigenda & addenda to be applicable on the date of issue of this e-NIT.
b) P.W.D. Schedule of rates for Bankura & Purulia with effect from 30/08/2018 for both Road & Bridge works along with up to date corrigenda & addenda to be applicable on the date of issue of the e-NIT.

eNIT-07/EE/BANKDIVN/2024-25

No. Addl. Secy. 377.
dt-19/2/25

1. For e-filing, intending bidder may download the tender documents from the website: <http://wbntenders.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.
2. 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://wbntenders.gov.in>
3. The Technical document and Financial Bid submitted online on or before **03/03/2025 up to 4.00 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,
- ii) 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. Completion Certificate should be not below the rank of Executive Engineer.

Payment certificate will not be treated as credential. Credential means Completion Certificate. Work Order must be produce in the time of application. Proportion work will be executed in proportionate time. 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. Completion certificate should be not below rank of Executive Engineer.

After the issuance of work order if the L1 bidder denies/delays to start the work or unsatisfactory performance than L2 bidder may be consider due to urgency of work. Which depend upon tender inviting authority.

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 of submission of Technical bid by concern agency in that respect otherwise the application for participation will be treated as informal.

The working capital shall not be less than 15% (Fifteen Percent) of the amount put to tender and out of which minimum 10% shall be applicant's own resource. Proper and authentic documents to be submitted through e-filling (along with supported upto date audited balance sheet). Evidence of access to or availability of credit facilities should be certified by the any commercial bank.

- i) 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 and page no-1(Mentioned table) of this e-NIT. 'Certificate of Registration' from the respective Assistant Registrar of Co-operative Societies, current audit report(With U.D.I.N No),26AS (Current year) current Balance sheet, valid Bye Law, minutes of last AGM, Working capital as per e-NIT. 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-filling, Current GST Return, current IT Return (Acknowledgement Receipt), Also in case of Registered Unemployed Engineers' Co-operative Societies, documents in satisfying the following criteria are required to be documented through e-filling:-

- a) The Society consists of at least 10 (ten) members of which at least 60% should hold Degree or Diploma in any branch in Engineering as per Memo No. 44-A/4M-11/2002 dt. 09.01.2004 of Deputy Secretary-III, P.W.D.
- 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. 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.
- 9) 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.
- 10) 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.
- 11) Bids shall remain valid for a period not **less than 120** (One hundred twenty) days after the dead line date for Financial Bid submission. Bid valid for a shorter period shall be rejected by the Executive Engineer, Bankura Division, Housing Directorate as non-responsive.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) No fixed Security Deposit will be allowed.
- 16) No Price Adjustment in respect of certain construction material (i.e. cement components, steel components etc.) will be considered.
- 17) **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.**
- 18) Successful bidder (L1) will have to purchase in W.B.F. No. 2911 as per latest Govt. Order.
- 19) Disposal of debris in consultation with the local authorities following proper environment management practice at his own costs and responsibilities.
- 20) **If any bidder fails to comply with shortfall documents before Technical evaluation then their acceptance or rejection for further participation in subsequent call for this tender will be depend upon the Tender inviting authority.**

21) A :- Important information: Date & Time schedule

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. Documents (online) (Publishing Date)	17/02/2025 at 6.55 PM
2.	Documents download/sell start date (Online)	20/02/2025 at 11.00 AM
3.	Documents download/sell end date (Online)	03/03/2025 up to 4.00 PM
4.	Bid submission start date (Online)	20/02/2025 at 11:00 AM
5.	Bid Submission closing (Online)	03/03/2025 up to 4.00 PM
6.	Bid opening date for Technical Proposals (Online)	05/03/2025 at 5.00 PM
7.	Bid Opening date for Financial proposal (Online)	To be notified later on
8.	Also if necessary for further negotiation 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) 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.
 - 40) 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
 - 41) 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.
 - 42) **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.
- 43) **The Defect Liability Period of the work as per vide G.O No 5784-PW/L&A/2M-175/2017 Dated 12.09.2017, & No. 1M-32/23/285-R/PL, dated 02.08.2024 of PWD, West Bengal, Security deposit as per rule will be deducted from the payment of the contractor & Released as per G.O., No interest will be paid on security deposit.**

44) 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.

45) No child labour will be allowed at the working site.

46) The prospective bidder to arrange sufficient construction materials & mechanical equipment's to ensure compliance with his obligations under the contract.

47) 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.

48) 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.

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

i) Valid PAN issued by the IT Deptt., Govt. of India. Current IT Return (Acknowledgement receipt),

Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act 2017 & current GST Return, Current Audit report (with U.D.I.N No), 26 AS (Current year). Working capital as per eNIT.

Valid Trade License from respective Municipality/ Panchayat (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 page no-1(mentioned table) of this 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 (with U.D.I.N No), 26 AS (current year) current Balance sheet, valid Bye Law, minutes of last AGM, N.O.C from A.R.C.S., working capital as per eNIT.

50) Exemption allowed as per FD Memo no.6204-F(Y) dated 17.08.2015 and 6718-F(Y) dated 08.09.2015.

51) 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 forfeiture 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.

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

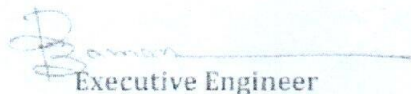
a) Defect liability period as per vide G.O No 5784-PW/L&A/2M-175/2017 Dated 12.09.2017 & No. 1M-32/23/285-R/PL, dated 02.08.2024 of PWD, West Bengal

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

53) 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.

54) 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.

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


Executive Engineer

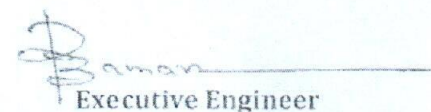
Bankura Division, Housing Dte.

Dated : 17.02.2025

Memo No.125/(6)

Copy forwarded for favour of his kind information and 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) The Assistant Engineer, Bankura/Hooghly Sub-Division.
- 5) Notice Board of this Office.
- 6) Estimating Section/ D.A.O. / Head Clerk of this office.


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 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 / Technical Documents

- i) Valid PAN Card, Current 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 and page no 1(mention table)of this e-NIT., Current Audit Report(with U.D.I.N No), 26 A.S (Current year), Working capital as per 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 (With U.D.I.N No), 26 A.S (Current year), Working Capital as per e-NIT. 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.

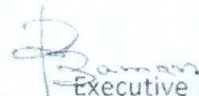
7. REJECTION OF BID

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.


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"> 1. Valid Trade License from respective panchayet/ Municipality. 2. Valid PAN. 3. Current P. Tax (Challan.) 4. Current P. Tax Clearance Certificate. 5. Current IT Return (Acknowledgement receipt) 6. GST Registration Certificate, Current GST Return. 7. Current Audit Report (With U.D.I.N No) 8. 26 A.S(Current year)
B.	Company Details	Company Details - I	<ol style="list-style-type: none"> 1. Society (Society Registration copy, Trade License, Registration Certificate from ARCS). 2. Registered Power of attorney. 3. Partnership Firm (Registered Partnership Deed, Trade License). 4. Valid Bye Law, Current Audit report (with U.D.I.N No), 26 A.S (Current Year), 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"> 1. As per Sl. no. 5 of page no 2 and page no 1 (Mention table) 2. Working Capital as per e-NIT Page no 2.
D.	Others	Declaration	All papers, Declaration which is mentioned in the e-NIT must be submitted dated 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.

eNIT-07/EE/BANKDIVN/2024-25

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 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.

ANNEXUR-VI

Karmashree : Employment Sheet

(to be used by the implementing agency for recording the employment provided)

1	District :	
2	Block :	
3	Name of Work :	
4	Implementing Agency :	
5	Funding Department :	
6	Implementing Department :	
7	Work Order No. :	
8	Contractor / Agency :	
9	Gram Panchayat where work is to be implemented :	

Employment provided:

Sl. No.	Name of Worker	Job Card No. (Full)	Aadhar No.	No. of days for which engaged	Wage paid (Rs.)	Date of payment
1						
2						
3						

Countersignature of Engineer with office Seal

Name & Signature of Contractor/Agency

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

ANNEXUR-VII

Karmashree : Employment Sheet
(to be used by the Contractor / Agency)

1	District :	
2	Block :	
3	Name of Work :	
4	Implementing Agency :	
5	Funding Department :	
6	Implementing Department :	
7	Work Order No. :	
8	Contractor / Agency :	
9	Gram Panchayat where work is to be implemented :	
10	Period during which work was executed :	

Certificate

It is certified that for execution of the work mentioned above Job Card holders were engaged wherever unskilled workers were required and necessary details of such engagement have been submitted through the Employment Sheet.

Countersignature of Engineer with Office Seal

Name & Signature of Contractor/Agency

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 07.03.202

II

eNIT-07/EE/BANKDIVN/2024-25

SECTION - B

FORM -I

PRE- QUALIFICATION APPLICATION

To
The Executive Engineer,
Bankura Division, HD

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

eN.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 PAD 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 :
- Certificate from the Employers to be attached.
 - Non-disclosure of any information in the Schedule will result in disqualification of the firm.
 - 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.
 - Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.
 - 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

eNIT-07/EE/BANKDIVN/2024-25

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 : _____
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 PAD 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

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 8% 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**

SPECIAL TERMS & CONDITION

The Contractor & Department Officers including Divisional Accountant and also bill clerks must maintain proper origination and adhere to the following Special terms & Conditions positively.

1. All works are to be carried out as per general condition and general specification embodied in the schedule of rates of P.W.D. (W.B.) w.e.f.01/01/2017 WITH all of its corrigendum and addendum from the date of issue of this NIT, and other stipulation in the contract if there is no specification for any particular item of works, this shall be carried out as per general practice in vogue in the Western Circle No. 1, P.W.D. and South Western Circle P.W.D. for S & P works and as mentioned in N.I.T. Schedule of rates (as application). If the stipulation in the various contract documents be t various in any respect and will over ride the other (only so far as they variance in order of precedence as given below:
 - I. Original or attested XEROX copy of P.W.D. (W.B.) Schedule of rates (to be submitted only by the successfully by Tenders) during the submission of formal tender after acceptance and or undertaking in this regard may be submitted by the contractor due to shortage or printed schedule as the Executive Engineer think fit.
 - II. The Specific Terms & Conditions.
 - III. Notice Inviting Tenders.
 - IV. Printed Tender Form.
 - V. Undertaking of the acceptance letter-cum-work order etc.
2. Within 10(ten) days of the receipt of intimation of acceptance of tender, the contractor shall supplyat his own cost on site (work) order-Book for each group to the Assistant Engineer concerned and the same shall be kept under the custody to the Junior Engineer. The site (Work-Order) Book shall have machined number page in triplicate. Directions or instructions for execution of different items of work from The Assistant Engineer concerned duly singed and technically approved by the Executive in charge, is to be issued to the Contractor which will be entered (in triplicate) in site (work) order book (Expect when such directive) or instruction are given by the separate letter) two copies of the above entries in the site (work) order Book and such directive or instructions. The same will be kept attached with the running account bills and final bills and final bill of the said group for verifications. The same will be kept attached with the record measurements in M.B. during checking the bills for payment. No payment will be made to the contractor for the items of works which are not included in the said (work) order Book and such directive or instruction are given by separate letters. Necessary compare the security will be made by the Dealing Bill Clerks of this Divisions during checking the bills. The Junior Engineer concerned will have to furnish a Certificate on the body of the bill that the work executed as per order in site (work) order book. Besides the prior technical approval of Executive Engineer and written instruction of the Assistant Engineer no no work shall be done by the contractors.

In case of supplementary item or tender no claim shall be entertained unless supported by entries in the site (work) order Book or by written order E.I.C.

The first page of site (work) order Book shall contain the following particulars.

- a) Name of Work (with details of group) :-
- b) Tender No :-
- c) Contractual Rate :-
- d) Date of opening of the site (work) order book :-
- e) Name & address of the Contractor:-
- f) Name & Address of the authorized representative (if any) of the contractor authorized to act on behalf of the contractor or (vide cl.3) below:-
- g) Signature of the Authorized representative duly attested by the contractor.
- h) Date of recording final measurement.

Entries vide (i) & (k) above shall be filled in after completion of work, just after obtaining work order from the Executive Engineer without delay the site (work) order book is to be recorded by the Assistant Engineer in stages time to time. In every site (work) order for which the concerning Junior Engineer will have to submit necessary items of works and quantities following complain Register and so per site (work) after book should be treated as a Valuable thing which is related

with execution of work and making payment to the contractor. The contractor shall assign the agreement of subject any portion of the work. The Contractor may however appoint an authorized representative in respect of one or more of the following purpose only 'POWER OF AUTHORITY' to be executed and produced of Division office for approval for clause 3/b, c, below:-

- a) General day to day management of the work.
- b) The requisition of department materials to receive the same & sign. Store indent & Hand receiptthereof.

- c) To attend measurements when taken by Deptt. Officers and to sign. The record of such measurement.

The selection of the Authorized Representative is subject to The Approval of The Executive Engineer most temporary basis (for not exceeding 6 months) and the contractor shall appeal in writing for such approval of the Executive Engineer through the Junior Engineer there in the same name and address of the representative who wants to appoint and specific purpose for which the representative will be authorized for. Even after first approval, The Executive Engineer, may issue at may subsequent date revised direction about such authorized representative (after obtaining any complain regarding representative from the Assistant Engineer or Junior Engineer and will not be bound to assign any reason (to the contractor) for any of his direction with regards the appointment of authorized representatives.

Any notice correspondence, work order etc. Issued to the authorized representatives or left at this address will be deemed to have been issued to the contractor himself.

The provision of a Power of Authority, if any must to do the approval of the Department otherwise the Department shall not be bound to take cognizance of such power of attorney.

All work in connection with the annual repair and maintenance work tender are to be completed by 31st March 2026 subject to the stipulation under clause 5 below should if, however benecessary to execute the respective works beyond the specific date under specified orders of the Executive Engineer, the Contractor shall carry out such work as per direction.

THE VALIDITY OF THE CONTRACT WILL EXPIRE ON 31st MAR'2026.

It must be clearly understood that through the validity of this contract is up to 31st March'2026 the work cannot be carried out in the continuous progress but have to be executed proportionate work in proportionate time.

Necessary repair work will have to be taken and completed in stages as and when required (Proportionate time) and as per direction of the E.I.C. or his representatives. Any work as may be requisitioned must be completed within the time specified for such particulars work (as to be mentioned in the site) order Book and other written Instructions) and failure on the part of the contractors work covered by hand or such time requisition within the time specified for such specific works will constitute violation of contract stipulation as a regard progress of work and timely completion ant the contractor willthere by tender himself liable to action as per stipulation of the printed tender form.

Through the agreement is in respect of group tenders which generally mean for repair and maintenance works is must be clearly understood that the contractor under this contract shall have to carry out items of works of original works on specific permission of the E.I.C. this contract will equally apply for such items of works of original works put in this case written permission must be obtained from the Executive Engineer, Bankura Division, Housing Directorate.

3. The work should be carried out with the regard in convenience of the occupant and arrangement and programme of work must be adjusted accordingly. Works may be executed on the Sunday inthe case of urgent works only if the Junior Engineer and Assistant Engineer may issue specific instruction (in the site) work order book) to the contractor. For the executed works by the contractor in Sunday (if not instructed by the Assistant Engineer in writing) payment should not be made for that portion of work done by violating terms & condition of the Contract.
4. The course of execution of works the contactor should not use for any this purpose the residential or office accommodation etc.
5. Surface of a door & windows, floor, skirting & dado, articles of furniture any pipelines, beam, electrical inventories, wires etc. should be adequately prevented from being damaged by whitewash cement slurry, painting and dismantling like finishing works, labour and materials for covering these for prevention of splashing etc. would be at the cost of any risk of the contractor . Nothing extra shall be paid account for removal the cleaning of such splashing and blushing and blemishes during the execution of the contractor's work.
6. Dismantling work required for repair & removal of any element of Sanitary & plumbing, door & windows or any other installation shall not be paid for more than once unless there is specific written instruction in this respect to do the same issued by the E.I.C. old savaged brick which should be obtained from dismantled work must be stacked out and be reused as brick flat soiling (if required) after counting and entry in the site (work) order booked by the Assistant Engineer. Reusable G.I. pipe lines old fittings and pipe of dismantled also be counted, measured by the Junior Engineer and to be entered in the M.B. (Measurement Book) immediately.
7. After obtaining immediate information from the Junior Engineer just after cleaning and Removing of sludge from Septic tanks before pipe line laying and cement concrete work, pipe with special fittings and reinforcement respectively must be checked by the Assistant Engineer. Any kinds of materials which will be supplied by the Contractor for the work must be E.I.C. and the same maybe utilized only after giving necessary approval that also be recorded in the work order book.

During execution of slab casting and/or laying G.I. pipe line underground work the Assistant Engineer & Junior Engineer must be present for which prior intimation should be given to the respective Department officers by the contractor before minimum 7 (Seven) days of the execution of the said item of works. The works till the Assistant Engineer checked reinforcement and G.I. pipe lines, slab cannot be casted and pipe cannot be covered up and painted.

8. No alternation which will affect structural or architectural faatures of building should be done by the contractor without approval of the E.I.C.
9. Duct holes etc. required in connection with the works shall be provided and filled in with cement Concrete by the contractors at his own cost to the original Architectural finish of the building.
10. The Govt. material which will be issued by the contractor shall by duly protected from damage by weather or any other cause. All such stores shall be cleaned away, the whole site left in good order on completion of work by the contractor. All material which are stores in the site such as bricks or similar Materials, Stone, Chips, gravels, sand etc. Shall be in such a manners as to facilities repaidto store an of his materials in vacant flats/or building by him without prior approval of the E.I.C.in writing.
11. Should the Contractor desire to substitute any materials or work he must secures the approval of the E.I.C. in writing before substitution. Unless otherwise mentioned the mode of measurement notlaid down in contactor documents shall be followed as per latest Indian Standard IS: Code.
12. ALL THE DISMANTLED SERVICEABLE MATERIALS DURING THE EXCUTION OF THE REPAIR WORK SO TO BE OBTAINED WILL BE UTILISED ONLY AFTER NECESSARY WRITING INSTRUCTION OF THE DEPARTMENTAL OFFICERS.IF IT IS SEEN THAT THE CONTRACTOR UTILIZED THE SAME DISMANTLED SERVICEABLE MATERIALS WITHOUT ANY PRIOR WRITTEN INSTRUCTION PAYMENT OF THE SAID ITEM OF WORK INCLUDING BY NEW MATERIALS WILL BE MADE AS ONLY FOR LABOUR CHARGES FOR FITTING & FIXING. The Departments will not be responsible for such penalty. The unserviceable dismantled materialized should returned to the Department stack yard or Go down by the Contractor (as may be directed) at his own cost. Dismantled materials must be surveyed properly and through public auction. If in any case those materials not submitted by the agency concerned, recovery should be made imposing a penal under satisfaction of E.I.C.
No. G.I. M.S. W.I.C.I., & WOODEN SHUTTERTS & FRAMES WITH FITTINGS ETC.(HAVING SOME VALUABLE) DISMANLTED MATERIALS WILL BE THROWN AWAY.
13. A certificate is to be furnished on the body of the bill by the Assistant Engineer, OF Sub- Division concerned "THE CLAUSES: 7 &12 OF SPECIAL TREMS & CONDITIONS have been followed"
14. Schedule of rates to followed as mentioned in the N.I.T. for the Special Group as applicable , There are so many charges have been found the P.W.D. schedule of rates, Before entry in the site (work) order Book and execution item of works. It is required to read the schedule of the rates along with all up to date published addenda & corrigenda positively.
15. Before execution of the following items of work specials permission in writing to be obtained from the Executive Engineer), H.C.I./A.C/pipe ,(UPVC/PVC) C.I/W.I/M.S./hook or clamps (for Pipe fixing) other than with holders bat clamps, masonry drains etc. metal cast soil pipes are to be provided for W.C. (Night soil) lines only but not R.W. and Waste water common lines. Existing H.C. rain-water cum waste water cast iron down pipe damaged/broken lines are to the replaced by G.I/P.V.C down pipe of approval brand (as per decision of the E.I.C.) following Bldgs. Works Group Contractor) which is to be followed strictly.
16. All type of pipe to be fitted for works above ground with M.S. Holder Bat clamps only, other typesof clamps will not be allowed Any approved type of pipe to be fixed but without holder bat clamps will traced as incomplete work. Painting Iron pipes, special to be done with approved brand paint and shape matching with the adjacent surface colour (except shade black colour) as direction ofthe E.I.C.
17. Payment shall be restricted to the estimated amount and without approval of Executive Engineer;No payment will be made beyond this limit.
I/we shall abide by all the special Terms & Condition as mentioned above.
18. Payment for the work may be made to executing agency as per availability of fund.
19. No fixed Security Deposit will be allowed.

When on item of works is to be covered up by another item of works the formal items has been measured and recovered in the M.B. and has been checked by this concerned Assistant Engineer(to be checked also in the M.B.) and others given by him for processing with the later item of work. Where however this is not possible for particulars reasons (which should be rate and he mentioned by the Assistant Engineer may do this inspection in respect of small jobs and issue orders in site(work) order book regarding processing the later item (except) priming, painting, cement concrete, plastering, for now brick work and septic/roof Tank cover). The contractor will be responsible if it is not followed.

ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:

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

CONDITION IN EXTENDED PERIOD:

As Clause 5 of W.B.F. No. 2911 as the case may be when an extension of time for completion of work is authorised by the Engineer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically 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 programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-In-Charge are due to the negligence of the contractor, are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-In-Charge.

TRANSPORTATION ARRANGEMENT:

The contractor shall arrange for all means of transport including Railways Wagons required for carriage and supply of materials and also the materials required for the construction 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.

INCIDENTAL AND OTHER CHARGES:

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

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 authorised 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.

CONTRACTOR'S GODOWN :

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

ROYALTY:

The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, Moorum, gravel etc. to the Engineer-In-charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorised quarry holder or commercial 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.

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.

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.

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.

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.

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.

PRECAUTIONS DURING WORKS:

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

NIGHT WORK:

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

TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (4th Revision) and IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Engineer-In-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-In-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-In-Charge. The cost of all such tests would be borne by the agency.

TIMELY COMPLETION OF WORK:

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

PROCUREMENT OF MATERIALS:

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

REJECTED MATERIALS:

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

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.

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 & No. 1M-32/23/285-R/PL, dated 02.08.2024 of PWD, West Bengal. b) Security deposit shall be refunded to the contractor as per G.O.

Signature and address
of the Tenderer

Signature of Tender
Accepting Authority