



**OFFICE OF THE SUPERINTENDING ENGINEER
SOUTH CIRCLE
MUNICIPAL ENGINEERING DIRECTORATE
GOVERNMENT OF WEST BENGAL**

Kausallya, Opposite Kausallya T.O.P. Kharagpur, Dist- Paschim Medinipore, phone- 03222-255012, pin-721301

Memo. No. MED/SE(S)/ 101 /W-6/06

Dated: 14.06.2022

NOTICE INVITING e - TENDER

Notice Inviting e-Tender No. WBMAD/ NIT-01/SE(S)/2022-23

of The Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal.

The Superintending Engineer, South Circle, Municipal Engineering Directorate,
Government of West Bengal invites e-tender for the work detailed in the table below.
(Submission of Bid through **online**)

List of Schemes:

S I. N O	Name of the work	Estimated Amount	Earn est Mone y	Price of Technical & Financial Bid documents and other annexures and W.B. Form No.	Period of Completion	Name of the Concerned Division	Eligibility of Contractor	Defect Liability Period
1	Balance Work of "Construction of Primary Sedimentation Tanks and renovation of Drains in different Wards for preliminary Bio- Remediation of Sewage water within Bankura Municipality".	Rs. 6772896.00	Rs.1,35,458.00 (Details of which has been narrated in "Instruction to Bidders")	Rs. 2505.00(Each) (see note below)	06 (Six) months from the date of received of work	Bankura Division, M.E. Dte., Govt. of W.B.	Bona fide Eligible contractor through pre- qualification.	05 (five) year(s).

- NB: - (i) Intending Tenderer will not have to pay the cost of tender documents for the purpose of participating in e-tendering, but the successful L1 (Lowest) Bidder will have to pay the cost of tender documents of 5 (five) sets @ price mentioned in the list of scheme of NIT during purchase of tender documents for execution of agreement as per notification no. 199-CRC/2M-10/2012 dated 21/12/2012 of the Secretary, Public Works Department, CRC Branch, Government of West Bengal. In case of any contractor (L1) expressed his / her willingness to have extra copy of the standard contract forms, only one spare copy of standard contract form may on payment of prescribed price be supplied to a contractor or firm of contractors, eligible to tender in a specific work on receipt of written requisition well in advance for the same. In case of the works in the open tenders an earnest money amounting to 2% (two percent) of the estimated value of work for which tender has been called for, shall have to be deposited by all intending tenderers. In any case Fixed Permanent Security Deposit will not be entertained as an earnest money.
- (ii) Enlistment of Contractors has been abolished as per Govt. order no. 1177-F(Y) dated 28/02/2014.
- (iii) Payment to the contractor for the work shall be made by Executive Engineer Bankura Division, MED) subject to availability of fund.

In the event of e-Filling, intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. EMD 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 28th July, 2016 read with Finance Department vide No. 5688-F(Y) dt.03.11.2016.

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

1.2. RTGS/NEFT in case of offline payment through bank account in any bank. (*Details of which has been narrated in "Instruction to Bidders"*).

Modalities regarding receiving performance Bank Guarantee will be as detailed in Finance Department memorandum No. 2691-E(Y) dt.02.05.2017.

Tender document may be download from website & submission of Technical Bid / Financial Bid as per Tender time schedule stated in "Date & Time Schedule".

The documents submitted by the bidders should be indexed and also should be according to his / their Firm name.

1.1. A bidder desirous of taking part in a tender shall login to the e-Procurement Portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and Password and thereafter may download the tender document consisting of this N.I.T., Instruction to Bidders (Section - A), Pre-Qualification application with different Forms & Affidavits (Section - B), Special Terms & Conditions (Section-C), & Schedule of Works (BOQ), W.B. Form No. 2911(ii) and Addenda & Corrigenda (*if any*) from the website directly with the help of Digital Signature Certificate.

2. Earnest Money: An earnest money amounting to 2 % (two percent) of the estimated value of work for which tender has been called for, shall have to be deposited by all intending tenderers. In any case Fixed Permanent Security Deposit will not be entertained as an earnest money.

As per G.O. No. 3975-F(Y) dated 28.07.2016 of the Secretary, Audit Branch, Finance Department a bidder should initiate payment of pre-defined EMD for the tender by selecting from either of the following payments modes :

2.1 The amount of pre-defined Earnest Money is to be submitted online in the following payments modes:

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

2.1.2. RTGS/NEFT in case of offline payment through bank account in any bank. (*Details of which has been narrated in "Instruction to Bidders"*).

3. Eligibility criteria for participation in tender:

3.1 Requirement of Credentials: (Credential criteria should satisfy similar nature of work as mentioned below)

3.1.1 For 1st call of NIT:

i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% (forty percent) of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice.

OR

[Non-statutory document]

ii) Intending tenderers should produce credentials of 2(two) similar nature of completed works, each of the minimum value of 30% of the estimated amount put to tender during last 5 (five) years prior to the date of issue of

this tender notice.

OR

[Non-statutory document]

iii) Intending tenderers should produce credentials of 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 tenderers 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 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.

3.1.2 Annual Turn Over - 40% of amount put to tender in any of the last five Financial Year (i.e. 2016-2017, 2017-2018, 2018-2019, 2019-2020 & 2020-2021).

3.1.3 Bank solvency Certificate not less than 40% of amount put to tender.

3.2 Other terms and conditions of the credentials:

3.2.1. Payment certificate will not be treated as credential;

3.2.2. 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.

No credential will be considered as valid unless it is supported by work order, price schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work (equal to booked expenditure).

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.

[Non Statutory Documents]

3.2.3. The prospective bidders will have in their full time engagement experienced technical personnel, the minimum being one Civil Engineering Degree holder, one Civil Engineering Diploma holder.

(Authenticated documents in respect of qualification and engagement for this work will have to be furnished for Technical Evaluation);

[Non Statutory Documents]

3.2.4. PAN Card, Valid Professional Tax Deposit Challan, Valid Trade License, valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act, 2017 with relevant document(s) and any other(s) if applicable to be accompanied with the Technical Bid document.

[Non Statutory Documents]

3.2.5. The prospective bidders or any of their constituent partner(s) should not have abandoned more than one work. Not more than one of their contracts should have been rescinded during the last 3 (*three*) years from the date of publishing of this NIEt. Such abandonment or rescission will be considered as disqualification towards eligibility (a declaration in this respect through Affidavit will have to be furnished by the prospective bidders without which the technical bid will be treated as non-responsive. Neither prospective bidder or any of constituent partner(s) should have been debarred to participate in tender(s) by the any Department, Government of West Bengal during the last 2 (*two*) years prior to the date of this NIEt. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).

3.2.6. The Bidder's Net Worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.

3.2.7. In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CB Form to be furnished along with Balance Sheet and Profit and Loss Account and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited Report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

[Non Statutory Documents]

3.2.8. Requirement of Machineries:

Following criteria regarding machineries and equipment to be used in different types of works should be adhered to:

Plant Machineries and Equipment should be owned or arranged through lease hold agreements by the bidders. For Leased Plant & Machineries, scanned copy of registered / notarized lease agreement is to be submitted.

Conclusive proof of ownership (Tax Invoice, Way Bill, Delivery Challan) for each plant and machinery in working condition shall have to be submitted.

In case of advance payment for purchase of Batch type Mixing Plant, proof of advance payment receipt from the manufacturer should be produced and in that case at least 25 % (*twenty five percent*) payment against the total cost of the plant / machineries have to be made by the bidders.

If the machineries have been engaged in other works, then name of client along with his contact number and email address should be furnished in the declaration by the intended tenderer and the present location (working place) should also be given with tentative date of release of plant & machineries.

In case of Building Works:

Initially for concrete batching and mixing plant, concrete mixer with integral weighing batching facility maximum age of the plants, machineries will be 5 (*five*) years as

on the date of publication of NIEt. It may be extended up to 7 (*seven*) years after getting fit certificate from the manufacturer and this certificate should be produced at the time of submission of bid. All other machineries and equipment should be in running condition.

All plants, machineries and equipment will be verified by the competent authority before execution of the work.

The prospective bidders should own or arrange through lease hold agreement the required plant and machineries of prescribed specifications as shown and mentioned in format [Section- B]. A statement should be submitted mentioning present location of installation of the said main Plant and machinery, as mentioned, in specified format in Section B, Form-IV. If necessary, authority / Bid Evaluation Committee may inspect Plant and Machineries physically or call for the original documents as proof of Ownership in favour of owner / lessor of the same.

[Non Statutory Documents]

- 3.2.9. Registered Unemployed Engineers' Co-operative Societies / Unemployed Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Certificate of Registration and Valid Clearance Certificate from A.R. C.S. valid Professional Tax Deposit Challan, PAN Card, Valid 15-digit Goods & Service Tax Payer Identification Number (GSTIN) under GST Act, 2017 with relevant document with up-to-date return along with other relevant supporting papers.

[Non Statutory Documents]

- 3.2.10. Joint Ventures will not be allowed for works upto 25 Crores. For work more than 25 Crores in case of a joint venture, Lead Member of such joint venture will be required to meet 60% (*sixty percent*) of required Bid Capacity and each of the Joint Venture Members will be required to meet at least 30% (*thirty percent*) of requirement of BID Capacity. Bid Capacity of all the members in total should be at least 100% (*one hundred percent*) of required Bid Capacity.

- 3.2.11. A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm. If found to have applied separately for a single job, all his applications will be rejected for that job, without assigning any reason thereof.

- 3.2.12. A partnership firm will have to furnish the registered partnership deed and a company will have to furnish the Article of Association and Memorandum.

[Non Statutory Documents]

Where an individual person holds a digital certificate in his / her own name duly issued to him / her against the company or the firm of which he / she happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his / her favour, by the rest of the directors of such company or the partner of such firm, to upload such tender. The power of attorney shall have to be registered in accordance with the provision of the Registration Act, 1908 as per G.O. no. 61/SPW/12 dated 08/06/2012.

3.2.13. Partnership Firm, Company Limited Firm, Private Company Limited Firm shall be registered by the respective competent authority from the Registrar of Firms, Society, Non-Trading Corporation, Registrar of Companies etc. & copy of Registration Certificate (with allotment of Registration No.) will have be submitted, otherwise the Technical Bid will not be considered for qualification & Financial Bid shall not be opened.

- 4 The successful bidder will have to establish field testing laboratory equipped with requisite instruments in conformity with relevant code of practice and technical staff according to the requirements of works to be executed. The executing agency will have to produce satisfactory test report of all the materials of the work as well as on samples collection jointly by him and concerned authority of the Engineer-in-Charge from all completed / ongoing items of works as per relevant codes of practice at his own cost from any Govt. approved / Govt. testing laboratory during execution of works. The successful bidder will have to bring all requisite plants and mechanical equipment and / or technical personnel and / or laboratory and field testing machineries and equipment for all the items of work as per BOQ and / or as per relevant IS / IRC Codes of practice and / or as per direction of the Engineer-in-Charge and / or as per relevant PWD Schedule of Rates at the time of execution of work at site even if upon technical evaluation he is declared as "qualified" without having all the requisite plants and mechanical equipment and / or technical personnel and / or laboratory and field testing machineries and equipment at the time of submission of tender.
- 5 The executing agency (successful bidder) may not get a running payment unless the gross amount of running bill is 25 (~~twenty five~~) lakh or 30% (*thirty percent*) of the tendered amount whichever is less. Provisions in Clause(s) 7, 8, & 9 contained in West Bengal Form No. 2911(ii) so far as they relate to quantum and frequencies of payment are to be treated as superseded.

The payment will be made as and when fund is available from the concerned source. No claim whatsoever for delay in payment, if any, will be entertained. Retention money towards performance security/Security Deposit amount @ 1% of the value of work shall be deducted from the running account bill in terms of Memorandum No. 796-F(Y), dated 25.02.2022 of Finance Department, Audit Branch, Group-T, Government of West Bengal and in total security money will be 3% including 2% earnest money. No interest will be paid on security deposit.

All bills should be raised to the concerned Treasury or Pay & Accounts Officers within a fortnight of receipt in the Divisional Office(s) and the Sub-Divisional Office(s) should be required to submit bill(s) to the Divisional Office(s) with 15 (*fifteen*) days of receipt from Section Office(s) if they are reserved for check measurement and within 7 (*seven*) days say if not so reserved. The Section Office(s) should be required to submit bills to the Sub-Divisional Office(s) within 7 (*seven*) days after submission / claim of the bills by the Contractor / Agency.

- 6 Constructional Labour Welfare CESS @ 1% (one percent) of cost of construction will be deducted from the bill(s) of the contractor(s) on all contracts awarded on or after 01/11/2006 in pursuance with G.O. no. 599A/4M-28/06 dated 27/09/2006. GST, Royalty & all other Statutory levy / CESS will have to be borne by the contractor & the schedule of rates are inclusive of all the taxes & CESS stated above as per rule.

Successful Tenderers will be required to obtain valid Registration Certificate & Labor License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses U/S 7 of West Bengal Building & other Construction Works' Act, 1996 and U/S 12 of Contract Labour Act.

Successful tenderers will be required to observe the following conditions strictly:

6.1. Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.

6.2. Minimum wages to the workers shall be paid according to the rates notified and / or revised by the State Government from time-to-time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law.

Payment of bonus, wherever applicable, has to be made.

6.3. Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.

6.4. All liabilities arising out of engagement of workers are duly met before submission of bills for payment.

If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.

7. Adjustment of Price (increase or decrease) Vide Notification No.23-CRC/2M-61/2008 dated 13/03/2009 & Notification No. 38-CRC/2M-61/2008 dated 20/04/2009 shall not be applicable. Since BOQ for the works under this NIEI is based upon the schedule of rates of Public Works Directorate, Government of West Bengal with Addendum & Corrigendum as mentioned hereinafter, the bidders shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and / or price adjustment will be allowed by the Department there to under any circumstances.
8. **No Mobilisation Advance and Secured Advance will be allowed.** Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work, storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site. The agencies will have to install the above machineries on the site within 45 (*forty five*) days from this end positively with application of Tender.
9. Bids shall remain valid for a period not less than 120 (*one hundred twenty*) days from the last date of submission of Financial Bid / Sealed Bid. In case of inadvertent typographical mistake found in the specified schedule of rates / BOQ, the same will be treated to be so corrected as to conform with the relevant schedule of rates prevailing at the time of floating of tender and / or technically sanctioned estimate. No claim whatsoever for such inadvertent typographical mistake will be entertained.
10. All materials required for the proposed scheme as mentioned including bitumen (*all grade*), bitumen emulsion, cement & steel (which ever applicable) will have to be of specified grade & approved brand in conformity with relevant code of practice (*latest revision*) & manufactured accordingly & will have to be procured & supplied by the agency at his / their own cost including all taxes. Authenticated evidence for purchase of bitumen, bitumen emulsion, cement and steel are to be submitted along with challan and test certificate. In the event of further testing opted by the Engineer-in-Charge, such testing from any Government approved / Government Testing Laboratory will have to be conducted by the agency at his/their own cost. VG 30 / VG 40 grade paving bitumen, as the case may be, of I.O.C.L/ B.P.C.L/ H.P.C.L will be permitted as Straight run Bitumen. All steel materials to be used for the work should be JSW/JSPL/SHYAM/SRMB/BMASL/SSL/ELECTROSTEEL.

11. Date & Time Schedule :

Sl. No.	Particulars	Date and Time
1	Date of publishing NIET Documents.(online) (<i>Publishing Date</i>)	14.06.2022 at 5:30 P.M
2	Tender Document download start date and time. (online)	14.06.2022 From 6:00 P.M onwards.
3	Pre Bid Meeting with the intending Bidders. (<i>Optional for the bidders</i>)	23.06.2022 at 2:30 P.M At office of The Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal, Kaushallya, Kharagpur, Paschim Medinipur.
4	Start Date of Bid Submission. (<i>Technical and Financial</i>) (online)	15.06.2022 at 12:00 Noon onwards.
5	Closing date and time of download of Tender Document (online).	06.07.2022 upto 05:00 P.M
6	Closing date and time of Bid submission (<i>Technical and Financial</i>) (online).	06.07.2022 upto 05:00 P.M
7	Date and time of opening of Technical Proposals (online).	11.07.2022 at 12:00 Noon
8	Date and time of uploading of list of Technically qualified bidders.(online)	Will be notified later on.
9	Date of uploading of final list of technically qualified bidders after disposal of appeals, if any.	Will be notified later on.
10	Date and time of opening of Financial Proposal (online).	Will be notified later on.

12. There will be no provision of Arbitration.

Clause 25 of West Bengal Form No. 2911(ii) is modified vide notification no. 8182 -F(Y) dated 26/09/2012 of Finance Department, Govt. of West Bengal, as follows:

"Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter;

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 (*fifteen*) days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

The Dispute Redressal Committee in each of the works Departments shall be constituted with the following officials as members:

1. Additional Chief Secretary / Principal Secretary / Secretary of the Department concerned.	Chairman
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2. Engineer-in-Chief / Chief Engineer or any officer of equivalent rank of the Department.	Member
3. One Designated Chief Engineer / Engineer of the Department to be nominated by the Department concerned.	Member Secretary and Convenor
4. One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Adviser in case of the works Department where FA system has been introduced.	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

13. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense. Issuance of letter of acceptance / Work Order may be delayed and / or work may be financially restricted upto the limit of existing administrative approval until receipt of administrative approval / revised administrative approval from the competent authority (*in applicable cases*). Also issuance of letter of acceptance / work Order may be delayed and / or work may be restricted in some stretches till necessary land for the same is made available and / or encroachments are removed (*in applicable cases*). No claim, whatsoever, for such delay in issuance of Letter of Acceptance / Work Order and / or restriction of work will be entertained. Intending bidders may keep these criteria in mind while participating in tender and / or while quoting their rates.

Guiding Schedule of Rates: Rates have been taken from P.W.D. (W.B.) Schedule of Rates for "Road & Bridge Works", "Building Works", "Sanitary & Plumbing Works" and Electrical works effective from 1st November 2017 along with upto date corrigenda & addenda and approved rates of the Superintending Engineer, Respective Circle, Municipal Engineering Directorate, Government of West Bengal.

- 14 Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.

15. Defect Liability Period:- As per Notification No. 5784-PW/L&A/2M-175/2017 dt. 12.09.2017 of Principal Secretary, PWD the following partial modification in the West Bengal Form No: 2911/2911 (i)/ 2911 (ii) (herein after referred to as printed Tender Form), in cancellation of earlier Notification No.177-CRC/2M-57/2008, Dt.12.07.2012 are made:-

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 improvement good shall exceed the amount of such security deposit and/or 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 1h 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 Municipal Engineering Directorate, UD&MA Department."

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014 and G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.

In cases of Refunding and Releasing of 100% (*one hundred percent*) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer-in-Charge of the concern work, MED, Government of West Bengal on behalf of the contractor.
2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
3. The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.

4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:

1. For work with 3 (*three*) months Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 3 (*three*) months from the actual date of completion of the work.

2. For work with 1 (*one*) year Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 1 (*one*) year from the actual date of completion of the work.

3. For work with 3 (*three*) years Defect Liability Period:

. 1. 30 % (*thirty percent*) of the same shall be refunded to the contractor on expiry of 2 (*two*) years from the actual date of completion of the work;

4.3.2. The balance 70% (*seventy percent*) of the same shall be refunded to the contractor on expiry of 3 (*three*) years from the actual date of completion of the work.

4. For work with 5 (*five*) years Defect Liability Period:

For this work defect liability period is 5 years from the date of completion of the work as per completion certificate issued by the concerned Executive Engineer, MED. However, completion certificate should be issued after completion of all items of works as per schedule as required including supplementary items (if any) in all respect but except the items of maintenance of trees etc.

4.4.1. No amount shall be refunded to the contractor for first 3 (*three*) years from the actual date of completion of the work;

. 2. 30 % (*thirty percent*) of the same shall be refunded to the contractor on expiry of 4 (*four*) years from the actual date of completion of the work;

. 3. The balance 70 % (*seventy percent*) of the same shall be refunded to the contractor on expiry of 5 (*five*) years from the actual date of completion of the work.

16. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by the Government.

17. All intending bidders are requested to be present in the Office of office of the Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal, during opening of the Tender as per the dates mentioned in the notice to observe the tender opening procedure.

18. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.

19 . Requirement of Principal Machineries which must be possessed by own/ Lease Hold agreement (as the case may be) are as shown and mentioned in Section – B.

Original documents in support of own / lease possession of the aforesaid machineries are to be furnished if required by the Tender Inviting Authority.

20. In the event of acceptance of lowest tendered rate, no multiple minimum rate will be considered by the Department.

21. In case of item rate tender, the technically qualified bidder, whose total offered price considering sum of offered prices of all the items of works taken together, stands lowest, will be considered for acceptance. In no case lowest bidder of individual items of works will be considered for acceptance for the corresponding items of works.

- 22 The Tender Inviting Authority reserves the right to cancel the NIET due to unavoidable circumstances and no claim in this respect will be entertained.
23. During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder are incorrect / manufactured / fabricated, that tender will be out rightly rejected and further penal action may be taken against him as per rule.
24. In case there is any objection regarding prequalifying an agency, that should be lodged to the Chairperson & Convener of the Bid Evaluation Committee, i.e., the Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal within 48 (*forty eight*) hours (*including holidays*) from the date and time of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Bid Evaluation Committee. The objection may also be submitted to the E-mail ID se_south_med@rediffmail.com of the Superintending Engineer, South Circle MED within the said time frame.
25. Before issuance of Letter of Acceptance / Work Order, the tender inviting authority may verify the credentials & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, in that case Letter of Acceptance / Work Order will not be issued in favour of that tenderer under any circumstances and further penal action may be taken against him as per rule.
26. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
- (i) West Bengal Form No. 2911(ii)
 - (ii) NIET
 - (iii) Special terms & Conditions
 - (iv) Technical bid
 - (v) Financial bid

In case of inadvertent typographical mistake in the BOQ / Schedule of Works/ Price Schedule/rates /elsewhere, the same may be treated to be so corrected as to conform with the relevant schedule of rates and / or technically sanctioned estimate.

27. **Bid Evaluation Committee (BEC):**

A Bid Evaluation Committee (BEC) has been constituted under the Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal, who is the tender inviting authority for all works beyond the tender accepting power of the Executive Engineers.

The members of Bid Evaluation Committee would be:-

1.	Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal	- Chairman & Convener
2.	Executive Engineer, South Circle, MED, Govt. of WB.	- Member
3.	Executive Engineer, Bankura Division, MED, Govt. of WB.	- Member
4.	Divisional Accounts Officer / Divisional Accountant, Bankura Division , MED.	- Member

Or, as per consecutive orders from competent authority.

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 outrightly rejected at any stage without any prejudice and further penal action may be taken against him as per rule.

28. The Bid Evaluation Committee reserves the right to ignore minor 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 re tender, the Bid Evaluation Committee reserves the right to ignore some 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 some more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

29. Bidders should upload their documents from original copies. Uploading Photocopy & illegible copies will not be accepted.

30. Each work will be awarded against specific set of machineries as indicated in Sl. No. 20 of this NIT& Section - B (Form-IV).

31. Quality Monitoring and Supervision Consultant:

31.1. Reputed engineering firm may be engaged to act as Supervision Consultant as per direction of the Engineer-in-Charge. The Supervision Consultant will assist the Engineer-in-Charge to monitor the project, checking the quality and quantity of works etc. Supervision Consultant or any person authorized by the Engineer-in-Charge shall at all reasonable time have access to the site, all plant and all places where materials are being manufactured and tested. The contractor will have to afford every facility for and every assistance in obtaining the right to such access.

31.2. Third Party quality audit may also be conducted for quality monitoring as per sole discretion of the Engineer-in-Charge.

32 This NIT shall form a part of the contract document. The successful bidder on acceptance of his bid by the Accepting Authority, shall have to sign the contract consisting of NIT, all tender documents forming part of the bid as uploaded at the time of invitation of bid, the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto and standard West Bengal Form No. 2911(ii).

33 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 up to 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.

34. **Cost of Tender Documents:** The intending Tenderers shall not have to pay the cost of tender documents for the purpose of participating in e-tendering vide Notification No. 199-C RC/2M-10/2012 dated 21/12/2012 of the Secretary, Public Works Department, Government of West Bengal

However, the successful bidder shall have to pay the cost of contract documents @ **Rs. 2,505.00 (Rupees Two thousand five hundred five**

) only per set at the time of formal agreement vide No. 452-A/PW/01/10C-35/10 Dt. 26/07/2011.

Superintending Engineer
South Circle,
Municipal Engineering Directorate,
Government of West Bengal.

Memo. No. MED/SE(S)/ 101 /W-6/06

Dated: 14.06.2022

Copy forwarded for information and for forwarded wide circulation through his Office Notice Board to:-

1. The Chairman, Bankura Municipality
2. The Special Commissioner UD&MA, Govt of West Bengal
3. The Secretary, MED, Bikash Bhavan, Salt Lake Kolkata
4. The Chief Engineer, MED, Bikash Bhavan, Salt Lake Kolkata
5. The Additional Chief Engineer, South, MED
6. The District Magistrate, Bankura District
7. The Executive Engineer, Bankura Division, MED

Superintending Engineer
South Circle,
Municipal Engineering Directorate,
Government of West Bengal.

SECTION - A

INSTRUCTION TO BIDDERS

General guidance for e-Tendering:

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

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 <http://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.

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 Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

The contractor can search and download NIeT, Tender Document(s) and Addenda & Corrigenda (*if any*) electronically from computer once he/she logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

Participation in more than one work:

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

A prospective bidder (*including his participation in partnership*) shall be allowed to participate in 2 (*two*) works anywhere for each set of prescribed machinery and equipment owned / lease hold agreement by the bidder. In no case a bidder will be allowed to participate in bid for more than 2 (*two*) works anywhere per set of required machineries.

Provided that in a particular NIeT, having multiple work, a bidder can participate in more than one work, provided the bid capacity permits and the bidder is capable to arrange and deploy separate set of required machineries for multiple works and complete the work in specified time.

Submission of Tenders:

General process of submission:

Tenders are to be submitted through online to the website stated in Clause A.1. in two folders at a time for each work, one is 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 free scanned copy of the documents are to be uploaded duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

Technical proposal:

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

Statutory Cover Containing:

- | | | | |
|--|---|---|-------------|
| A. | 6.2.0.1.
<i>(Section – B, Form – I)</i> | Prequalification | Application |
| <p>A. 6.2.0.2. 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 28th July, 2016.</p> <p>(a) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.</p> <p>(b) RTGS/NEFT in case of offline payment through bank account in any bank.</p> | | | |
| A. | 6.2.0.3.
<i>(Section – B, Form – II)</i> | Financial | Statement |
| <p>A. 6.2.0.4. Affidavit
<i>(Ref:- format for affidavit shown in "X" and Declaration "Y" in Section – B)</i></p> | | | |
| <p>A. 6.2.0.5. West Bengal Form No. 2911(ii) & NIET with all agenda & corrigendum
<i>(download & upload the same digitally signed, quoting rate will only encrypted in the BOQ under Financial Bid. In case quoting any rate in West Bengal Tender Form No. 2911 (i i) the tender liable to summarily rejected)</i></p> | | | |
| A. | 6.2.0.6. | Special Terms, conditions & specification of works. | |

Non statutory Cover Containing:

- A. 6.2.1.1. Professional Tax (PT) deposit receipt challan for the financial year 2017-2018, PAN Card, valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act, 2017 with relevant document(s) and any other(s) if applicable.
- A. 6.2.1.2. Registration Certificate under Company Act. *(if any)*.
- A. 6.2.1.3. Registered Deed of partnership Firm / Article of Association & Memorandum.
- A. 6.2.1.4. Registered Power of Attorney
(For Partnership Firm/ Private Limited Company, if any).
- A. 6.2.1.5. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last five years
(year just preceding the current Financial Year will be considered as year – I).
- A. 6.2.1.6. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op (S) (ARCS).

- A. 6.2.1.7. Bye laws are to be submitted by the Registered labour Co-Op (S) & Engineers' Co.-Opt.(S).
- A. 6.2.1.8. List of machineries possessed by own/ lease along with authenticated copy of tax invoice, delivery challan& waybill Ref.: - Cl. No. 3.2.9.& 20 and Section -B, Form - IV of this NIEt and a statement should be submitted with mentioning the present status and location of installation of main plant and machineries.
- A. 6.2.1.9. List of laboratory Instrument along with authenticated Invoice &Challan.
- A. 6.2.1.10.List of Technical staffs along with structure & organization
(Section - B, Form - III).
- A. 6.2.1.11. Requisite Credential as per Cl. No. 3(i) and Section - B, Form - V of this NIEt. Scanned copy of Original Credential Certificate as stated in Cl. No. 3(i) of NIEt is to be submitted.

Note: Failure of submission of any of the above mentioned documents (as stated in A. 1.& A. 2.) will render the tender liable to be summarily rejected for both statutory & non statutory cover.

Opening & evaluation of tender:

Earnest money amounting to 2 % (*two percent*) of the estimated value of work for which tender has been called for, will have to be submitted online by all intending Tenderers.

Opening of Technical proposal:

Technical proposals will be opened by the Superintending Engineer, HQ, Municipal Engineering Directorate, Government of West Bengal. Intending tenderers may remain present if they so desire.

Cover (folder) statutory documents (vide Cl. No. 6.A-1) will be opened first & if found in order, cover (Folder) for non-statutory documents (vide Cl. No. - 6.A2) will be opened. If there is any deficiency in the statutory documents, the tender will summarily be rejected.

Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evaluation committee.

Pursuant to scrutiny & decision of the Bid Evaluation Committee, the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

While evaluation the committee may summon the bidders(s) & 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.

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS
SHOULD BE ARRANGED 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	Detail(s)
A.	Certificate(s)	Certificate(s)	<ol style="list-style-type: none"> 1. Valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act. 2017 with relevant document(s) and any other(s) if applicable. 2. PAN Card. 3. Valid P. Tax Deposit Challan. 4. Valid Trade License. 5. Up to date PF & ESI registration certificate.
B.	Company Detail(s)	Company Detail - 1	<ol style="list-style-type: none"> 1. Proprietorship Firm (<i>Trade License</i>) 2. Partnership Firm (<i>Partnership Deed, Trade License</i>) 3. Ltd. Company (<i>Incorporation Certificate, Trade License</i>) 4. Co-Operative Society (<i>Society Registration Certificate Copy, Trade License</i>) 5. Registered Power of Attorney.
C.	Credential	Credential – 1 Credential – 2	Similar nature of work done and completion certificate with Price Schedule or BOQ which is applicable for eligibility in this NIET.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
D.	Financial Information	Work in hand	1. Financial Statement (Section – B, Form – II) duly filled up. 2. Affidavits – X and Declaration – Y. 3. Certificate of revolving line of credit by the Bank.
		Payment Certificate 1 Payment Certificate 2	Only Payment Certificate not the TDS Certificate. (Issued by an Officer not below the rank of Executive Engineer).
		Profit & Loss A/c. and Balance Sheet for the financial year 2017-2018.	Profit & Loss A/c. and Balance Sheet (with Annexure and 3CD form in case of Tax Audit)
		Profit & Loss A/c. and Balance Sheet for the financial year 2016-2017.	Profit & Loss A/c. and Balance Sheet (with Annexure and 3CD form in case of Tax Audit)
		Profit & Loss A/c. and Balance Sheet for the financial year 2015-2016.	Profit & Loss A/c. and Balance Sheet (with Annexure and 3CD form in case of Tax Audit)
		Profit & Loss A/c. and Balance Sheet for the financial year 2014-2015.	Profit & Loss A/c. and Balance Sheet (with Annexure and 3CD form in case of Tax Audit)
		Profit & Loss A/c. and Balance Sheet for the financial year 2013-2014.	Profit & Loss A/c. and Balance Sheet (with Annexure and 3CD form in case of Tax Audit)
L.	Man Power	Technical Personnel	List of Technical Staffs along with Structures & Organization (as per NIT.)
		Technical Personnel on Contract	List of Technical Staffs along with Structures & Organization (as per NIT.)

Tender Evaluation Committee (TEC)

Bid Evaluation Committee constituted under Superintending Engineer with reference to Order no. 45-W(C)/1M-23/15 dated 13/02/2015 of the Principal secretary to the Govt. of W.B., P.W.D.

Opening of Technical Proposal:

Technical proposals will be opened by the Superintending Engineer (South Circle), M.E. Directorate and his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

Financial proposal

The financial proposal should contain the following documents in one cover (folder) i.e., Bill of Quantities (BOQ). The contractor is to quote the rate (percentage Excess / Less / At par) online through computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

Financial capacity of a bidder will be judged on the basis of net worth and available bid capacity as mentioned in the NIT to be obtained from the information furnished in Form – II (Section – B), i.e., Financial Statement.

The Audited Balance Sheet for the last 5 (five) years, Net Worth, Bid Capacity etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing longterm profitability including an estimated financial projection for the next 2 (two) years.

Penalty for suppression / distortion of facts:

Submission of false document, by tenderer is strictly prohibited & if found the matter may be referred to the appropriate authority for prosecution as per relevant IT Act / other relevant Acts and further penal action may be taken against him as per rule.

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.

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 NIT 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 Demand Draft / Pay Order / 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 clearance 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 Form No. 2911(ii) will incorporate all necessary documents e.g. 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 NIT, and the same will be constituted between the Tender Accepting Authority and the successful Bidder.

Online receipt and refund of EMD of e-procurement through State Governmente-procurement portal.

Login by bidder:

A bidder desirous of taking part in a tender invited by a State Government Office / PSU / Autonomous Body / Local Body / PRIs, etc. shall login to the e-procurement portal of the Government of West Bengal <https://wbenders.gov.in> using his login ID and password.

He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by select from either of the following payments modes:

A. 11.0.1.1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.

A. 11.0.1.2. RTGS/NEFT in case of offline payment through bank account in any bank.

Payment procedure:

Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:

A. 11.1.0.1. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

A. 11.1.0.2. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

A. 11.1.0.3. Bidder will receive a confirmation message regarding success/failure of the transaction.

A. 11.1.0.4. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government / PSU / Autonomous Body / Local Body / PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD / Tender Fees.

A. 11.1.0.5. If transaction is failure, the bidder will again try for payment by going back to the first step.

Payment through RTGS/NEFT:

A. 11.1.1.1. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

A. 11.1.1.2. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

A. 11.1.1.3. Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

A. 11.1.1.4. If verification is successful, the Fund will get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD.

A. 11.1.1.5. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.

A. 11.1.1.6. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

Refund/Settlement Process:

- A. 11.1.3.1. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- A. 11.1.3.2. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within $T \pm 2$ Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- A. 11.1.3.3. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will refund, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within $T \pm 2$ Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- A. 11.1.3.4. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within $T \pm 2$ Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
- A. 11.1.3.5. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal.
- EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.
- In Such transfer will take place within $T \pm 1$ Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.
- A. 11.1.3.6. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the e-Procurement portal for updation.

A. 11.1.3.7. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders.

A. 11.1.3.8. All refunds will be made mandatorily to the Bank A/c. from which the payment of EMD & Tender Fees (*if any*) were initiated.

Refund/Settlement Process:

A. 11.1.4.1. The ICICI Internet Banking will communicate to the State Government e-Procurement portal all details of the transactions on daily basis.

A. 11.1.4.2. The Tender inviting Authority of the Government Offices will be using their respective e-procurement User ID and Password to view the EMD and Tender Fees deposited by the bidders in the pooling accounts.

A. 11.1.4.3. The nodal officer of the Finance Department, Government of West Bengal will be able to view the Department-wise EMD and Tender Fees deposited by the bidders to the pooling accounts and fund transferred downstream at various stages of the tender process to the Government accounts and bidders' accounts, as applicable by using user access as provided by NIC.

Superintending Engineer

South Circle,
Municipal Engineering Directorate,
Government of West Bengal.

SECTION - B
FORM - I
PRE-QUALIFICATION APPLICATION

To
The Superintending Engineer
South Circle,
Municipal Engineering Directorate,
Government of West Bengal.

Ref : Tender for "Construction of 3- Storied 50 Bedded Shelter for Urban Homeless under NULM within Ghatal Municipality" (name of work)

NIE T No..... Sl. No..... of The Superintending Engineer, South Circle, Municipal Engineering Directorate, Government of West Bengal

Dear Sir,

Having examined the Statutory, Non-statutory & NIE T 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.

Enclosure(s): e-Filling:-

- 1. Statutory Documents.
- 2. Non Statutory Documents.

Date.....

Signature, Name and designation of authorized signatory

For and on behalf of

(name of the applicant)

SECTION – B

FORM – II

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

Name of Bidder:

1. The Bidder's Net Worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.
2. Annual Turn Over

Year	Amount in Rs.	Document Reference as attached (Page no. etc.)
Year-5(2015-2016)		
Year-4(2016-2017)		
Year-3(2017-2018)		
Year-2(2018-2019)		
Year-1(2019-2020)		

3. Bank Solvency Certificate :

Amount in Rs.....

Issuing Bank

Branch

Date of issue of Bank Solvency Certificate

Date.....

Signature, Name and designation of authorized signatory

For and on behalf of

(name of the applicant)

AFFIDAVIT – “X”

(To be furnished in Non-Judicial Stamp Paper of appropriate value duly notarized)

1. I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted is proved to be false or concealed, the application may be rejected and no objection / claim will be raised by the undersigned.
2. The undersigned also hereby certifies that neither our firm.....nor any of its constituent partners have failed to executed more than one works contract under any directorate of Govt of West Bengal and that neither our firm..... nor any of its constituent partners was terminated by any sub-rule under Clause 3 of Tender Form No. 2911 and that neither our firm..... nor any of its constituent partners was terminated under any clause of Standard Bidding Documents by the Engineer-in-Charge / Employer during last 3 (three) years.
3. The undersigned would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender vide **NieT bearing No. WB.....** of the Superintending Engineer, Head Quarter, Municipal Engineering Directorate, Government of West Bengal in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job and also not applied more than two works anywhere per set of required machineries.
6. The undersigned also hereby certifies that the Bid shall remain valid for a period not less than 120 (one hundred twenty) days, after the dead line date for Bid submission.
7. I / we do hereby certify that I shall bring all requisite technical personnel and / or plants/ testing machineries / equipment for all the items of works as per relevant IS / IRC codes of practice and as per BOQ and as per direction of the Engineer-in-Charge at the time of execution of work at site even if upon technical evaluation I am declared as “qualified” without having all the requisite technical personnel and /or plants/ testing machineries / equipment at the time of submission of tender.

Date:

Signature, name and designation of
Authorised Signatory.

For and on behalf of
(Name of the Applicant)

SECTION - B

FORM - III

STRUCTURE AND ORGANISATION

A. 1 Name of Applicant : _____

A. 2 Office Address :

Telephone No. :

Mobile No. :

A. 3 Name and address of Banker :

A. 4 Attach an Organization Chart
showing the structure of the
Company with names of key
personnel and technical staff
with Bio-Data. :

Note: Application covers Proprietary Firm, Partnership, Limited Company or corporation.

Date:

Signature, name and designation Of
Authorised Signatory.

For and on behalf of
(Name of the Applicant)

SECTION - B

FORM - IV

Deployment of Building / Road / Bridge Plant / Machineries / Equipment

Name of Plant / Machine / Equipment	Make	Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Date of release, <i>if engaged</i>	Present Location of Installation
						Idle	Engaged		
1	2	3	4	5	6	7	8	9	10

Date:

.....
Signature, name and designation Of
Authorized Signatory.

For and on behalf of
(Name of the Applicant)

DECLARATION "Y"

(To be submitted in non-judicial stamp paper of appropriate value, duly notarized)

- I, the undersigned, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.
- Certified that required specified machineries for the works under this NIEt will be installed at the working site within 45 (*forty five*) days (maximum) from the date of LOA / work Order.
- The undersigned also hereby certifies that neither our firm _____ nor any constituent firm had been debarred to participate in tender by Public Works Department, UD&MA Deptt. Or other Govt. deptt. during the last 5(*five*) years prior to the date of this NIEt.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- Certified that I have applied in the Tender vide **in the tender vide NIEt bearing No. WB..... of the Superintending Engineer, Head Quarter, Municipal Engineering Directorate, Government of West Bengal** in the capacity of individual / as a partner of a firm and that I have not applied severally for the same job.
- Certified that I have applied in the tender in the capacity of individual / as a partner of a firm.
- Certified that I have access to or have available liquid assets (aggregate of working capital, Cash - in-Hand, uncommitted Bank Guarantees) and / or credit facilities not less than 10% of the estimated cost put to tender. In this respect, I have attached necessary documents with this application.
- I, the under-signed, do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found / ascertain to be incorrect / fabricated / misrepresented / fraudulent etc., accordingly tender will be liable to be cancelled / terminated immediately & I / my 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. _____

Date:

Signature, name and designation Of
Authorised Signatory.

For and on behalf of _____
(Name of the Applicant/Firm with Seal)

SECTION - B

FORM - V

Experience Profile

Name of the Firm:

List of projects completed that are similar in nature to the work applied for executed during the last 5 (five) years.

Name of Employer	Name, Location & 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)

Date:

.....
Signature, name and designation Of
Authorised Signatory.

For and on behalf of
(Name of the Applicant)

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 in the Departmental Schedule, i.e., Public Works Department Schedule of Rates for Building Works (Volume – I) and Sanitary & Plumbing works (Volume – II) including Materials, Labour & Carriage effective from 1st December 2017 with up-to-date addenda and corrigenda, if any, in force issued by the Superintending Engineer, Planning & Monitoring Circle, PWD & Convener, Combined Schedule Committee of PWD, as applicable for the working area of concerned Circle at the time of uploading of tender.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid specification books, relevant Public Works Department Schedule of Rates for Road & Bridge Works (Volume – III) including Materials, Labour & Carriage in different districts of West Bengal for the working area effective from 1st December 2015 with up-to-date agenda & corrigenda, if any, in force issued from competent authority of PWD or relevant I.S. / I.R.C. Codes of practice or National Building Code in force at the time of uploading of tender will be considered for the appropriate working area.

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

The word “Engineer-in-Charge” means the Executive Engineer, M.E. Directorate of the concerned Division. The word “Department” appearing anywhere in the tender documents means Municipal Engineering Directorate under UD&MA Department, Government of West Bengal, who have jurisdiction, administrative or executive, over part or 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 will have to be taken up within specified time as mentioned in the work order. Failure to do so will constitute a violation of the contract stipulation as regards to 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. The Superintending Engineer of concerned Circle, Municipal Engineering Directorate, Government of West Bengal will act as Nodal Superintending Engineer. The Executive Engineer, concerned Division, M.E. Directorate, Government of West Bengal shall be the Nodal Engineer-in-Charge of the work. Nodal Superintending Engineer will control the whole work. Deviation of the work if any should be controlled and sanctioned/approved by the nodal Superintending Engineer of MED as per G.O. No.- 5784-PW/L&A/2M-175/2017 Dated 12.09.17.

C. 3 Terms & Conditions in extended period:

As Clause 5 of West Bengal Form No. 2911(ii) when an extension of time for completion of work is granted by the Engineer-in-Charge for valid reasons over which the contractor have no control, it will be taken as granted by the working contractor 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.

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

All works are to be carried out in close co-operation with the Department and other contract(s) 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 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, road 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 will 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 to arrange at his own initiative so that progress of work is not hampered and no claim whatsoever 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 will have to set up 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 will be deemed to be sufficient enough to be served upon the contractor. On selection, the contractor shall have to strictly display the work programme in Bar Chart and relevant drawings of the project in the site office.

C. 7 Incidental and other charges:

The cost of all materials, hire charges of 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 charges, overhead charges etc. will be deemed to have been covered by the rate quoted by the contractor inclusive of all taxes, all other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up to the entire satisfaction of the Engineer-in-charge of the work. No extra claim in this regard beyond the specified rate as per work schedule in this respect will be entertained.

C. 8 Authorised Representative of Contractor:

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

C. 8.1. General day to day management of work.

C. 8.2. To give requisition for Departmental materials, Tools & Plants etc., to receive the same and sign hand receipts thereof.

C. 8.3. To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken as accepted by the contractor.

The selection of the authorised representatives will be subject to the prior approval of the Engineer-in-Charge concerned and the contractor will in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the attested 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 representatives and the contractor will be bound to abide by such directions. The Engineer-in-Charge will 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 will not be bound to take cognizance of such of a 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. will be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause 5 of the printed form of West Bengal Form No. 2911(ii).

C. 11 Contractor's Godown:

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

C. 12 Arrangement of Land:

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the said purpose on the written permission of the ULB authority as per rule.

C. 13 Use of Government Land:

Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-Charge will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority. The contractor will have to make his own arrangements for storage of tools, plants, equipments; materials etc. of adequate capacity and will clear and remove on completion of work and will also remove the shed, huts etc. which he might have erected in Government land. If after such use, the contractor fails to clear the land, Department will arrange to remove those installations and adequate recovery will be made from the dues of the contractor.

C. 14 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 authorised 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 authorised 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 authorised 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 authorised 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. 15 Clearing of Materials:

Before starting any work, work site, wherever necessary, must be properly dressed after cutting clearing of all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structures or obstructions including some pipes in underground works, *if any*, must also be removed. All scars of construction should be obliterated and the whole site should be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. Total length (*in case of road project*) should be demarcated by proper chainaging with fixing 200 m post as per direction of the Engineer-in-Charge on both sides of the alignment and Bench Marking at desired locations as per direction of the Engineer-in-Charge. No separate payment will 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.

C. 16 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 of different works and fix up alignment and the contractor will have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like pegs, strings, nails, flakes instruments etc. and also skilled labour required for setting out the levels, for laying out difference structures and alignment will also have to be supplied by the contractor at his own cost as per direction of the Engineer-in-Charge without any extra claim towards the Department.

C. 17 Supplementary / Additional items of Works:

- C. 17.1. Rates of Supplementary Item(s) will be analysed in the 1st instant as far as possible from the rates of the allied items of works appearing in the tenders schedule.
- C. 17.2. Rates of Supplementary Item(s) will be analysed to the maximum extent possible from the rates of allied items of works appearing in the Public Works Department Schedule of Rates (for Building / Sanitary & Plumbing Works) of probable items of work forming part of the tender document. Rates of SOR for the working area at the time of floating of NIT will be applicable.
- C. 17.3. In Case, additional items do not appear in the above Public Works Department Schedule of Rates, such items for the works will be paid at the rates entered in the Public Works (Roads) Department Schedule of Rates for the working area at the time floating of NIT.
- C. 17.4. If the Supplementary Item(s) cannot be computed even after application of clauses stated above, rates of supplementary item(s) will be analysed to the maximum extent possible from the rates of allied items of works appearing in the current PWD Schedule of Rates (for Building / Sanitary & Plumbing / Road Works) of probable items of work for the work area at the time of execution of work.
- C. 17.5. If the rates of the Supplementary Item(s) cannot be computed even after application of clauses stated above, the same will be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (*both together*) at 10% (*ten percent*) will be allowed only. In that case the contractual percentage will not be applicable. In such cases rates should be determined by the Superintending Engineer concerned under whom the work is being executed.

Contractual percentage shall only be applicable with regard to the portions of the analysis based on PWD Schedule of Rates as mentioned in Clauses C. 17.1., C. 17.2., C. 17.3 & C. 17.4. stated above only.

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

C. 18 Covered up works:

When one item of work is to be covered up by another item of work the later item should not be done before the former item has been measured up and has been inspected by the Engineer-in-Charge or the Sub-Divisional Officer / Assistant Engineer, as the authorized representative of the Engineer-in-Charge and order given by him for proceeding with the later item of work. When, however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Sub-Divisional Officer / Assistant Engineer may do this inspection in respect of minor works and issue order regarding the later item.

C. 19 Approval of Sample:

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

C. 20 Water and Energy:

The contractor will have to arrange at his own cost, required energy for operation of equipments and machineries, for operating pump set, illuminating work site, office, etc. that may be necessary in different stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at the 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, tools and plants and all labour (*skilled and unskilled*) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from the Department.

Amenities for contractors:

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for staff & crews, medical aids, etc. are to be arranged by the contractor at his own cost. The cost of transport of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

C. 21 Road open to traffic:

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

Suitable road sign, as and where necessary, should be provided by the contractor at his own cost as per direction of the Engineer-in-Charge and will also be maintained till the completion of the work. Road barriers, with red light at night, are to be placed where the existing surface is disturbed with proper road signs. All these should be done at the cost of the contractor without any extra claim towards the Department.

C. 22 Drawings:

All works should be carried out in conformity with the drawings supplied by this Department. The Contractor will 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. 23 Serviceable Materials:

The responsibility for stacking the serviceable materials (*as per decision of the Engineer-in-Charge*) obtained during dismantling of existing structures/roads and handing 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 handing over the same to this Department, full value will be recovered from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.

C. 24 Unserviceable Materials:

The Contractor will have to remove all unserviceable materials, obtained during execution at a place as will be directed. The contractor should dress 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. 25 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 from the Department.

C. 26 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. will be entertained under any circumstances.

C. 27 Charges and fees payable by contractor:

- C. 27.1. The contractor will have to 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 will keep the department indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or law.
- C. 27.2. The Contractor will save and indemnify the department from and against all claims, demands, suit and proceedings for or on account of infringement of any patent, rights, design, trade mark or name of other protected right in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

C. 28 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. 29 Realisation of Departmental claims:

Any of sum money due and payable to the contractor (*including security deposit refundable to him/her*) 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. If the entire claim of Government is not appropriated by this way, claim for balance amount may be appropriated as per Public Demand Recovery Act.

C. 30 Compliance of different Acts:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or Superintending Engineer of the concern Circle of P.W. Directorate may at his discretions, take necessary measure over the contract.

The Contractor shall also make himself responsible 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. 31 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:

- C. 31.1. 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*);
- C. 31.2. 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. 31.3. 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;
- C. 31.4. 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. 32 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 e-Tender.

C. 33 Programme of work:

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

The work shall have to be executed strictly as per the time limit mentioned in this document failing which shall invite appropriate penalty as applicable.

The conditions laid down in Clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

C. 34 Setting out of the work:

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

C. 35 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 Engineer-in-Charge concerned will be recovered from the contractor.

C. 36 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 mentioned in the relevant Schedule of Rates for Building Works (Volume - I) and Sanitary & Plumbing Works (Volume - II) and relevant IS / IRC 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 Government Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests will have to be borne by the agency and that must be considered during quoting rate.

C. 37 Site Condition :

The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffic during day as well as to night. The execution of the work should be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account.

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

Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be any, should be noted by the bidder. No extra rate or extra time will be allowed on these accounts. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing will be entertained under any circumstances beyond the respective tendered provisions.

C. 38 Preliminaries :

During execution of the work, contractor will remain responsible for providing reasonable facilities to traffic on the road and also lighting and guarding of the road during night for its safety while the work is in progress and no extra rate will be paid on this account before taking up the work.

Approximately half of the road width including one flank should be kept clear to the traffic from all obstructions and the surface should be properly cleaned and leveled as far as possible.

Sign Boards / Direction Boards are to be erected at required points of specified size indicating in red letters on a white background as per direction of the Engineer-in-Charge, cost of which will have to be borne by the agency.

Road barriers should be placed wherever the existing road surface is disturbed with proper road signs. During night, the site should be provided with light, Night Guard / "Chowkidar" for watching the barrier etc. should also be maintained by the Contractor to give due warning to road users, especially at night.

C. 39. Specification for Building, Sanitary & Plumbing Works & Ancillary Works and Quality Control Tests:

All works and all quality control tests should conform to specifications mentioned in the BOQ and in the NIE&T and in the relevant "Schedule of Rates, Building, Sanitary & Plumbing Works of PWD, Government of West Bengal read with relevant Corrigenda and Addenda". Where the above BOQ, NIE&T & SOR is silent about specification or quality control tests of any particular item of work, the same should conform to the specifications and quality control test laid down in the relevant, "Schedule of Rates of Road & Bridge Works PWD, Government of West Bengal read with relevant Corrigenda & Addenda / relevant IS / IRC Codes of practice."

C. 40 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 e-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. 41 Procurement of materials :

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

C. 42 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 from the issue of order to that effect. In case of non-compliance of such order, the Engineer-in-Charge will have the authority to cause such removal at the cost and expense of the contractor and the contractor will not be entitled to claim for any loss or damage on that account.

C. 43 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 will be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are deemed to be inclusive of the same.

C. 44 Damaged cement:

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

C. 45 Issue of Departmental Materials:

Departmental materials will not be issued under any circumstances.

C. 46 Forced Closure:

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

C. 47 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 drawings and designs prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those will 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. 48 Delay due to modification of drawing and design:

The contractor will not be entitled for any compensation for any loss due to delay arising out of modification of the drawing, addition & alterations of specifications, delay in issuance of drawings, etc.

C. 49 Additional Conditions:

A few additional conditions under special terms and conditions:

- C. 49.1. Rate quoted will 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. 49.2. Rate quoted will be inclusive of all Taxes.
- C. 49.3. Display board (*Informatory*) of size 150 cm X 90 cm is to be provided at starting and end chainage of the work - site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Meter at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of the Engineer-in-Charge.
- C. 49.4. The Contractor is to display caution board maintaining I.S. / I.R.C. norms at his own cost as per direction of the Engineer-in-Charge.
- C. 49.5. Deep excavation of trenches left out for days should be avoided.
- C. 49.6. Labour Welfare CESS will be deducted @ 1% (*one percent*) of gross bill value as per rule, *if applicable*.
- C. 49.7. The whole work will have to be executed as per Departmental drawings available in this connection at the tendered rate.
- C. 49.8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

C. 50 Royalty:

The Contractor will have to comply the relevant rules and regulations and laws of the land in this regard.

C. 51 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. 52 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.

Superintending Engineer, South Circle,
Municipal Engineering Directorate,
Government of West Bengal.

