

SECTION A  
**INSTRUCTION TO BIDDERS**  
SECTION - A  
General guidance for e-Tendering

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

**1. Registration of Contractor**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to <https://etender.wb.nic.in> the contractor is to click on the link for e-Tendering site as given on the web portal.

**2. Digital Signature certificate (DSC)**

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e- Token.

3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

**4. Participation in more than one work**

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

A prospective bidder(including his participation in partnership) shall be allowed to participate in single road /building work as mentioned in the list of schemes.

**5. Submission of Tenders.**

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

**A. Technical proposal**

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

**A-1.Statutory Cover/ Technical file Containing**

- i. N.I.T & EMD.
- ii. Tender form No. 2911(ii) & NIT (Properly upload the same Digitally Signed).  
In case quoting any rate in 2911(ii) the tender liable to summarily rejected.
- iii. Prequalification Application
- iv. Declaration by the Tenderer at the Technical Document Folder.

**A-2.Non statutory / Technical Documents**

- i. Professional Tax deposit receipt challan, Pan Card of IT, latest IT return, GST Registration Certificate, Trade License etc.

- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership / Article of Association & Memorandum / Firm Registration.
- iv. Registered Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- v. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S)(ARCS). Valid bye laws are to be submitted by the Registered labour Co-Op(S), Engineers' Co.- Opt.(S).
- vii. List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill etc.
- ix. Credential for completion of at least one similar nature of work during last 5(five) years prior to the date of issue of this NIT is to be furnished. Scanned copy of Original Credential Certificate as stated in Clause - 5 of this e-NIT.

**Financial Proposal (in cover folder)**

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

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

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl.No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. Trade licence. 2. GST Registration certificate. 3. PAN 4. P. Tax deposit receipt chalan. 5. Latest IT Return, Current Audit Report.
B.	Company Details	Company Details - I	1. Proprietorship Firm (Trade Licence) 2. Partnership Firm (Firm Registration / Article of Association & Memorandum, Registered Partnership Deed, Trade Licence) 3. Society (Society Registration Copy, Trade Licence, Registration Certificate from ARCS) 4. Registered Power of attorney. 5. Current Audit Report.
C.	Credential	Credential 1	Similar nature of work done (Completion Certificate & Payment Certificate) which is applicable for eligibility in this tender as per NIT
D.	Others	Declaration	All the declaration must be submitted which is mentioned in the NIT.

**A. Tender evaluation by the Evaluation Committee.**

- i. Opening of Technical proposal :- Technical proposals will be opened by The Executive Engineer, Nadia Division, and his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- ii. Intending tenderers may remain present if they so desire.
- iii. Cover (folder) statutory documents (vide Cl. No. 5.A-1) should be open first & if found in Order, cover (Folder) for non statutory documents (vide Cl. No. - 5.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iv. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to The Executive Engineer, Nadia Division, Housing Directorate.
- v. Uploading of summary list of technically qualified tenderers.
- vi. Pursuant to scrutiny & decision of the higher authority / competent authority / accepting authority the summary list of eligible tenders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

vii. While evaluation The Executive Engineer, Nadia Division, Housing Directorate & Bid Evaluation Committee may summon of the tenderers & seek clarification / information or additional documents or original hard Copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

#### **B. Financial proposal**

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

#### **6. Penalty for suppression / distortion of facts**

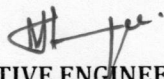
If any tenderer fails to produce the original hard copies of the documents (i.e. Completion Certificates), or any other documents on demand of The Executive Engineer, Nadia Division within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the P.W. Directorate may take appropriate legal action against such defaulting tenderer.

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

#### **7. AWARD OF CONTRACT**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter.

The notification of award will constitute the formation of the Contract. The Agreement in W.B.F.No.-2911(ii) will incorporate all agreements between the Tender Accepting Authority and the successful Bidder.

  
**EXECUTIVE ENGINEER,  
NADIA DIVISION, HOUSING DIRECTORATE  
KRISHNANAGAR**

SECTION - B  
FORM - I  
PRE-QUALIFICATION APPLICATION

To  
THE EXECUTIVE ENGINEER,  
NADIA DIVISION, HOUSING DIRECTORATE  
Circuit House Compound, Krishnanagar,  
Nadia, Pin - 741101.

Ref:- Tender for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[e-N.I.T No. \_\_\_\_\_ of 2018-2019 of EE / Nadia Division, Housing Directorate, Krishnanagar]

Dear Sir,

Having examined the pre-qualification documents (N.I.T. & Volume - I), 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 works given in Enclosure to this letter.

We understand that:

- (a) Engineer - in - charge/ Employer can amend the scope & value of the contract bid under this project.
- (b) Engineer - in - charge/ Employer reserves the right to reject any application without assigning any reason:

Enclo:-

- 1. Prescribed forms duly filled in duplicate
- 2. Evidence of authority to sign.
- 3. Latest brochures.

signature of applicant including title  
and capacity in which application is made

Date:-

SECTION - B

FORM-II  
List of Machineries

DEPLOYMENT OF MACHINERIES (in favour of owner / lease):

(Documents of possession own / arranged through lease deed to be annexed)

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

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment in good condition to ensure compliance with his obligations under the contract the essential basic holding of Plant and mechanical equipment and necessary arrangements at site.

Authenticated documents to submit.

Sl. No.	Type of Equipment	Capacity	Number Required
1.	Concrete Mixer Machine.	Standard	01 No
2.	Vibrator	Standard	01 No

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

## Special Terms and conditions

### **GENERAL:**

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications in the "Departmental Schedule" which means the Public Works Department, Schedule of Rates for works in West Bengal for the working area including up to date addenda and corrigenda, if any, published by the Superintending Engineer, P.W.D., Planning & Monitoring Circle.

### **ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:**

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

### **CONDITION IN EXTENDED PERIOD:**

As clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is authorised by the Engineer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

### **CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:**

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-In-Charge are due to the negligence of the contractor, are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-In-Charge.

### **CONTRACTOR'S SITE OFFICE:**

The contractor shall have an office adjacent to the work as may be approved by the Engineer-In-Charge where all directions and notice of any kind whatsoever which the Engineer-In-Charge or his representative may desire to give to the contractor in connection with the contract may be left and same when left at or sent by post to such office or delivered to the Contractor's authorised agent or representative shall be deemed to the sufficiently served upon the contractor.

**Signature and address  
Of the Tenderer**

**Signature of Tender  
Accepting Authority**

## **AUTHORISED REPRESENTATIVE OF CONTRACTOR:**

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

- a) General day to day management of work
- b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the Contractor. The selection of the authorised representatives subject to the prior approval of the Executive Engineer concerned and the contractor shall in writing seek such approval of the Executive Engineer giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified in Clause 9 (a), (b) and (c) which the representative will be authorised for even after first approval, the Executive Engineer may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Executive Engineer shall not be bound to assign any reason for any of his directions with regard to the appointment of authorised representative. Any notice correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor himself.

## **POWER OF ATTORNEY:**

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

## **EXTENSION OF TIME:**

For cogent reason over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & Plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause 5 of the printed form of W.B.F. No. 2911 (ii)

## **CONTRACTOR'S GODOWN:**

The contractor must provide suitable godowns for cement and other materials at the site work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if a solid raised flooring is made, cement is to be stored on bamboo or timber 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 or deposited as directed by the Engineer-In-Charge.

## **ARRANGEMENT OF LAND:**

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, available may be spared for the purpose on usual charges as fixed by the Engineer-In-Charge.

Signature and address  
of the Tenderer

**USE OF GOVERNMENT LAND:**

The contractor shall make his own arrangements for storage of tools, plant, equipments, materials etc. of adequate capacity and shall clear and remove on completion of work and shed, huts etc. which he might have erected in Government Land. Before using any space in Government Land of any purpose whatsoever, approval of the Engineer-In-Charge.

**ROYALTY:**

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

**SITE WORK ORDER BOOK:**

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

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

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

- a) Name of the work
- b) Reference to contract number
- c) Contractual rate in percentage
- d) Date of opening of the Work Order Book
- e) Name and address of the Contractor
- f) Signature of the Contractor
- g) Name & address of the Authorized representative (if any of the contractor authorized by him)
- h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor.
- i) Signature of the authorized representative duly attested by the Contractor.
- j) Signature of the Sub-Divisional Officer concerned.
- k) Date of actual completion of work.
- l) Date of recording final measurement.

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

Signature and address

Signature of Tender

**CLEARING MATERIALS:**

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

**SUPPLEMENTARY / ADDITIONAL ITEM OF WORKS:**

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

- (a) Rate of supplementary items shall be analysed to the maximum extent possible from rates of at allied items of work appearing in the P.W. Department schedule of rates for P.W.D (W.B) of probable items of work forming part of tender document.
- (b) Black-market rates shall never be allowed.
- (c) Contractual percentage shall only be applicable with regard to the portions of the analysis based on clause (a) stated above only.

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

**APPROVAL OF SAMPLE:**

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

**WATER AND ENERGY:**

The contractor shall have to arrange for their own source of energy for operation of equipment and machineries, driving of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and/ or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials and Tools and Plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food staff, medical aid etc. are to be arranged for by the contractor. The cost of transport of labour, materials and all items as aforesaid shall also have to be borne by the Contractor.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

**SERVICEABLE MATERIALS:**

The responsibility for stacking the serviceable materials obtained during dismantling of existing structure/road (to be decided by the Engineer-in-charge) and handling over the same to the Engineer-in-charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handling over the same to this Department, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-charge.

**UNSERVICEABLE MATERIALS:**

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-charge. No extra payment will be made on this account.

**CONTRACTOR'S RISK FOR LOSS OR DAMAGE:**

All risk on account of Railway or Road carriage or carriage by boat including loss or damage of vehicles boats, barges materials or labour will have to be borne by the contractor.

**IDLE LABOUR:**

Whatever the reasons may be no claim or idle labour, enhancement of labour rate additional establishment cost, cost of TOLL and hire and labour charges of tools and plants Railway freight etc. would be entertained under any circumstances.

**CHARGES AND FEES PAYABLE BY CONTRACTOR:**

- a) The contractor shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by any law and any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liability of every kinds for breach of such statute regulation or law.
- b) The Contractor shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

**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.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

### **COMPLIANCE OF DIFFERENT ACTS:**

Successful tenderers will be required to observe the following conditions strictly (If applicable): Employees Provident Fund and Miscellaneous Provision Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable. 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.

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 Condition of service) Rules, 2004.

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

### **COMMENCEMENT OF WORK:**

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

### **PROGRAMME OF WORK:**

Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the materials men and equipment. The contractor will submit a programme of construction in the pattern of Bar chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein, for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with if the actual progress of work does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

### **SETTING OUT OF THE WORK:**

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

Signature and address

Signature of Tender

**PRECAUTIONS DURING WORKS:**

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

**TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:**

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

**TIMELY COMPLETION OF WORK:**

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

**PROCUREMENT OF MATERIALS:**

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

**REJECTED MATERIALS:**

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

Signature and address  
of the Tenderer

Signature of Tender  
Accepting Authority

**IMPLIED ELEMENTS OF WORK IN ITEMS:**

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

**ADDITIONAL CONDITIONS:**

A few additional conditions under special terms and conditions.

- a) Rate quoted shall be inclusive of clearing site including removal of surplus earth, rubbish, materials etc. as per direction of the Engineer-In-Charge.
- b) Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.
- c) Display board to size 150 cm x 90 cm is to be provided at site of work with Sal Bullah Post to a height of 1.5 meter at the cost of the contractor including insertion as directed by the Engineer-In-Charge.
- d) The Contractor is to display caution board at his own cost.
- e) Deep excavation of trenches and left out for days should be avoided.
- f) The Contractor or Supplier should not import into West Bengal on competitive price basis.
- g) The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
- h) As per Finance (Taxation) Department of Income Tax will be made from each bill of the contractor as per applicable rate in force.
- i) In accordance with the West Bengal Taxation Laws (amendment) Ordinance Value Added Tax will be deducted from contractor's bill as per existing VAT rules.
- j) Labour Welfare Cess will be deducted @ 1 (one) percent of Gross bill value as per rule.

**PAYMENT OF BILLS:**

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

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

### Defects liability period and refund of Security Deposit:

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

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

a) For work with three months Defect Liability Period :

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 :

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 :

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.

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 :

No Security deposit shall be refunded to the contractor for 1st. 3 years from the actual date of completion of the work.

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.

The balance 70% of the security deposit shall be refunded to the contractor on expiry of five year 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 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 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 following paragraph shall be added to the Interpretation Clause of CONDITIONS OF CONTRACT.

"The word Government means the Government of the State of West Bengal in Public Works Department".  
This bears concurrence of Group-T of Finance (Audit) Department vide their UO. No. 417 dtd 22/08/2017:

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

DECLARATION BY THE TENDERER

I/We certified that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection I claim will be raised by me/us.

I /we also hereby certifies that neither our firm M/s \_\_\_\_\_ nor any of constituents partner had been be barred to participate in tender by the Housing Dept. / any dept of Govt of West Bengal during last 05 (five) years prior to the date of his NIT.

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I / We have carefully gone through the Notice Inviting e Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

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

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

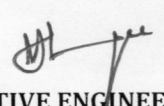
I/We also agree to procure tools and plants, at my/our cost required for the work.

Postal address & Contact no.  
Of the Tenderer.

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Signature of Tenderer

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EXECUTIVE ENGINEER,  
NADIA DIVISION, HOUSING DIRECTORATE  
KRISHNANAGAR