



GOVERNMENT OF WEST BENGAL  
OFFICE OF THE SUPERINTENDING ENGINEER  
NORTH CIRCLE,  
Housing Directorate,  
M-6, Building, Hill Cart Road,  
Pradhan Nagar, Siliguri – 734003  
Dial : ☎ 0353-2510550  
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**Memo No. 779/T-1(P-I)**

**Date: 16.08.2018**

**e-NOTICE INVITING TENDER No. 08 (2<sup>nd</sup> Call) OF 2018-2019 of  
THE SUPERINTENDING ENGINEER, NORTH CIRCLE, HOUSING DIRECTORATE  
TENDER REFERENCE NO. WBHOUSING\_SE\_NORTH\_e-NIT-08/2nd**

The Superintending Engineer North Circle, Housing Directorate, invites e-Tender for the work detailed in the table below. (Submission of Bid through online)

Name of work	Estimated Amount put to Tender	Earnest Money	Cost of Documents Including W.B.F. 2911(ii)	Time of completion	Eligibility of Bidder
	(in Rs.)	(in Rs.)	(in Rs.)		
Replacement and Renovation work of A, B, C and D Type total 09 Blocks including modification of Toilet and Kitchen and other allied item of works at Kalimpong R.H.E. Complex.	Rs. 1,27,87,871.00	In the shape of Net Banking or RTGS / NEFT. Rs. 2,55,757.00	Rs. 2,505.00 (per set) [As per order no. 199-CRC /2M-10/2012 Dt.21.12.2012 of PWD only applicable for the successful bidder at the time of Formal Agreement]	180 (One Hundred Eighty) Days	NIT Clause No. 05

- In the event of e-filling, intending bidder may download the tender documents from the website: <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate & necessary cost of Earnest Money will be deposited through NET BANKING or RTGS / NEFT from any nationalized bank in favour of **Executive Engineer, Siliguri Division payable at Siliguri.**  
On-line receipt and refund of EMD of e-Tender through State Govt. e-Tender Portal. The documents submitted by the Bidders should be indexed and also should be according to his/their firm name.
- Both Technical document and Financial Bid are to be submitted in technical (Statutory & Non- Statutory) and financial folder concurrently duly digitally signed in the website wbtenders.gov.in
- The Technical document and Financial Bid submitted online on **16.08.2018 after 6:05 p.m.**
- The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL Document** of the tenderer found qualified by the Superintending Engineer, North Circle, Housing Directorate. The decision of the Superintending Engineer, North Circle, Housing Directorate will be final and absolute in this respect. The both list of Qualified Bidders will be displayed in the website and also in the Notice Board of the office of Superintending Engineer North Circle, on the scheduled date and time.

## 5. Eligibility criteria for participation in the tender.

- i. Out Side Bonafied Contractors having resourceful financially sound and having experience in similar nature work of State / Central Government, State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central / State statute, with Credential of value not less than 30 % of the estimated amount put to tender in a single work during last 05 (five) years Prior to the date of issue of this NIT; or

Intending Tenderers should produce Credentials of 02 (two) similar nature of completed work, each of the minimum value of 25 % of the estimated amount put to Tender during 05 (five) years prior to the date of issue of Tender Notice; or

Intending Tenderers should produce Credentials of 01 (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. 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.

**Note: Similar Nature of works means replacement & renovation of building works.**

**The prospective Tenderers shall have satisfactorily completed at least one work of similar nature, Civil Construction Work with S&P work.**

**N.B.:- Completion Certificate issued by the Executive Engineer or Equivalent or competent authority will be treated as valid credential. The credential should be supported by Work Order, Price Schedule, or BOQ of Work Order and Completion Certificate mentioning (a) Name of work, (b) Name of Client, (c) Amount put to tender, (d) Schedule month and year of commencement and completion as per work order (e) actual month and year of completion and detail communication address along with contact number & email address of the Client. Only Work order and Payment Certificate will not be treated as credential.**

- ii. The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being 01 (one) Civil Engineering Degree and 01 (one) No Civil Engineering Diploma holder as per rule (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation.) [Non statutory Documents]
- iii. Net worth of bidder's for the last year, calculated on the basis of Capital, profit and free reserve available to the firm should be positive.
- iv. The working capital shall not be less than 15% (fifteen percent) of the amount put to tender out of which minimum 10% (ten percent) shall be of applicant's own resource.  
The available Bid capacity (to be calculated on the basis of prescribed format (ANNEXURE-A) of the prospective applicant shall not be less than the estimated amount put to tender.

**Bid capacity =  $[A \times N \times 2 - B]$  as illustrated in Annexure - A attached at Section A (kindly note that this Annexure - A must be submitted duly signed & sealed by the applicant / bidder & authenticated by Statutory Auditor's Firm with registration no failing which this application / bid will be rejected).**

Each and every field of this section must be filled up properly by the applicant and the Chartered Accountant as given in the said form and signature with seal & registration no. otherwise the bid will be treated as cancelled.

- v. All categories of prospective Tenders shall have to submit Valid updated status Trade Licence, Professional Tax Clearance Certificate along with up to date Challan, Company Registration Certificate, Registered Partnership Deed along with Power of Attorney, Pan Card issued by Income Tax Department, Copy of latest I.T. Return (Last five Years), Audit Report (Last five years), EPF Code No. with up to date Challan, **GST Registration Certificate** with up to date return which should be valid up to the date of opening of tender and credentials document (along with postal address, present phone number, Fax No. and e-mail ID of authority concerned who has issued such credentials) should be documented through e-filing. [Non-statutory Documents]



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

In addition In case of Registered Un-employed Engineers' Co-operative Societies / Labour Co-operative Societies are required to furnish the following documents: [Non statutory Documents]

- a) Certificate of Registration and Certificate of Validity of Registration from respective Assistant Register of Co-operative Societies, Bye Law.
  - b) Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies.
  - c) The Engineers co-operative Society also has to submit documents of the society consist at least 10 (ten) members out of which at least 60 % should hold degree or diploma in any branch in Engineering.
  - d) Supporting documents showing area of operation.
  - e) Name with address and signature of the present Board of Directors of the Co-operative Society.
  - f) Minutes of last Annual General Meeting and Audit Report of the Co-operative Society with the evidence of submission of the same to the concerned Authorities. [Non statutory Documents]
- vi. Declaration regarding Experience profile duly digitally signed by the applicant to be submitted along with application including submitting all the forms in prescribe format.
- vii. No exemption of EMD is allowed for any Company / Firm / Society except 3 (three) nos. State Government Enterprises viz. Mackintosh Burn limited, Westinghouse Saxby Farmer Limited and Britannia Engineering Limited as per order no 430(3)-W(C) /1M-208/15 dated 31.08.2015 (with Finance Department, Audit branch Memorandum No. 6417-F(Y) dated 26.08.2015) and exemption of EMD is allowed only for Labour Co-operative Societies as per memorandum no. 6718-F(Y) dated 08.09.2015.  
It should be superseded all earlier orders with reference to fixed deposit submitted in department or special exemptions for Co-operative societies.
- viii. No fresh Joint Venture specially constituted exclusively for this work against the NIT under reference will be allowed. Joint Venture Company having previous experience and credentials full filling NIT requirement can participate.
- ix. Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.
- x. Prevailing safety norms have to be followed.
- xi. The evaluation committee will have sole discretion to decide eligibility of the contractor on the basis of e-filing documents and reserves the right to refuse any explanation to contractors found ineligible after scrutiny. In case of any need of verifying the documents (uploaded soft copies) the hard copies should be produced instantly as and when demanded within 24 hrs. in working days.
6. No mobilization /secured advance will be allowed.
7. Agencies shall have to arrange land for erection of Plant & Machineries, storing of material labour shed, Laboratory etc. at their own cost and responsibility.
- The prospective Tenderer shall establish field – testing laboratory equipped with requisite instruments and Technical staff according to the requirements of works to be executed.
- The prospective bidders should own or arrange through lease hold register agreement the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted along with the application.
8. All materials such as cement, steel are to be procured at his own cost Quality of material should be maintained as per relevant B.I.S. Code with necessary test report.

Authenticated evidence for purchase of Cement & Steel (Reputed brand as approved by the Engineer-in-Charge) is to be submitted along with challan and Test Certificate. In the event of further testing opted by the Engineer-in-Charge, then such testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.

9. Issuance of Work Order as well as Payment will be depend on availability of fund and no claim whatsoever will be entertained for delay of Issuance of work order as well as payment. Intending tenderers may consider this criteria while submission of Tender and Quoting their rates.
10. Recovery of 1% cess on construction cost in accordance with the buildings and other construction worker's (Regulation of Employment & conditions of service) Act. 1996 will be implemented in this Tender.
11. In connection with the work, Arbitration will not be allowed. The Clause No. of WBF No. 25 of 2911(i)/2911(ii) is to be considered as deleted vide Gazette Notification No. 558/SPW dated 13<sup>th</sup> December, 2011 of the Secretary, P. W. Department.
12. Bids shall remain valid for a period not less than 180 (One hundred eighty) days after the dead line date for Financial Bid submission. Bid valid for a shorter period shall be rejected by the Bid Evaluation Committee as non-responsive. If the bidder withdraws the bid during the validity period of bid the earnest money as deposited will be forfeited forth with or without assigning any reason thereof.  
***Declaration must be submitted in favour of bid validity.***
13. Guiding schedule of Rates: Schedule of rates of P.W.D. (W.B.) with effect from 01.11.2017 for Building, Sanitary & Plumbing works.

#### 14.- Important information:

##### **Date & Time schedule**

Sl. No.	Particulars	Date & Time
1	Date of Publishing of N.I.T. Documents online.	16.08.2018 at 6.00 pm
2	Documents download start date (Online)	16.08.2018 after 6.05 pm
3	Documents download end date (Online)	12.09.2018 up to 6.00 pm
4	Bid submission start date (Online)	16.08.2018 after 6.05 pm
5	Bid Submission closing (Online)	12.09.2018 up to 6.00 pm
6	Bid opening date for Technical Proposals (Online)	17.09.2018 after 11.00 am
7	Date & Time for opening of Financial Proposal (Online)	To be notified later on
8	Also if necessary for further negotiation through offline for final rate	To be notified later on

#### 15. LOCATION OF CRITICAL EVENT

##### **Bid Opening►**

Office of THE SUPERINTENDING ENGINEER  
NORTH CIRCLE,  
M-6 Building, Hill Cart Road, Pradhan Nagar,  
Siliguri - 734003

The Undersigned/Competent Authority reserves all the rights for cancelation of any application or applications without assigning any reason after scrutiny of the applications.

16. The Agency will be liable to maintain the work at the appropriate service level to the satisfaction of the Engineer-in-Charge at his own cost for a period as per prevailing Govt. rule from the date of completion of the work. If any defect/damage is found during the period as mentioned above contractor shall make the same good at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.



17. All Bidders are requested to present in the Office of The Superintending Engineer, North circle, during opening the financial bid. The Superintending Engineer, North Circle may call **Open Bid / Seal Bid** after opening of the said bid to obtain the suitable rate further, if it is required and felt needed by the competent authority. No objections in this respect will be entertained raised by any Bidder who will be present during opening of bid, or from any Bidder who will remain absent at the time of opening of Financial Bid. No informal tender will be entertained to Bid further.
18. Site of Work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
19. **Earnest Money:** Earnest money @ 2% of the estimated amount except and otherwise Exempted vide order No. 430(3)-W(C) /1M-208/15 dtd. 31.08.2015 (with Finance Department, Audit branch Memorandum No. 6417-F(Y) dtd. 26.08.2015). Amount of Earnest Money have mentioned in attached sheet of this NIT. Balance Earnest Money if required will have to be submitted through Net Banking or RTGS / NEFT along with submission of Tender documents for formal agreement. The bidders participating in the e-Tender shall have to deposit the EMD @ 2% of the estimate amount put the tender electronically through their respective internet banking enabled account maintained at any bank to the State Govt. Department as open by the State Govt. In case the bidder has a net banking account as SBI he will add this account for fund transfer. In case the bidder has net banking account in other banks he will add this account for NEFT/RTGS fund transfer.
20. The Bidder, at his own responsibility, risk and cost must visit the site of works before submitting offer with full satisfaction. No condition or claims at a later date will be entertained in regards to any issues of difficulties.
21. Conditional/ Incomplete tender will not be accepted.
22. The intending Tenderers are required to quote the rate on line considering all kinds of taxes including GST.
23. *Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 (d) The West Bengal Building & other Construction Works Act and other laws relating EPF, ESI & Misc. Fund Act if applicable or any other laws relating thereto and the rules made and order issued there under from time to time.*
24. Any objection regarding shortlisted agency (qualified / disqualified both) should be brought to the notice inviting authority i.e. The Superintending Engineer, North Circle immediately (within 48 hrs. even online object is valid) from the date of publication of list of qualified / disqualified agencies and beyond that time schedule no objection will be entertained by the Superintending Engineer, North Circle.
25. After opening of the Financial Bid of the qualified bidders during financial evaluation by the e-Tender inviting authority will verify the credential and other documents of the lowest bidder in original or other bidders if required which should be produced on notifying demand immediately within 24 hrs. of working days. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said tenderer under any circumstances. Till then the tender remain alive until further notice declaring the tender cancelled.
26. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence.
- Form No. 2911(ii) & NIT
  - Special terms & conditions.
  - Technical Bid.
  - Financial Bid
27. The prospective tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. An undertaking regarding above to be submitted.

28. The prospective tenderers should own/ lease/ arrange the required plant and machinery as listed in Annexure. Conclusive proof of machinery in working condition if required shall have to be submitted.  
(Non-Statutory documents)

**29. Qualification criteria.**

The tender inviting & Accepting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum regarding.

- a) Financial Capacity and Bid capacity as per rule.
- b) Technical Capability comprising of personnel & equipment capability.
- c) Experience/Credential

All the documents should be sign properly with date by the tenderer including special Terms and Conditions. The eligibility of a bidder will be ascertained on the basis of the digitally signed documents and submitted Bid in support of the minimum criteria as mentioned in a, b, c above. If any document submitted by bidder is either manufacture or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice.



**SUPERINTENDING ENGINEER,  
NORTH CIRCLE,  
GOVERNMENT OF WEST BENGAL**



**Memo No . 779/1/T-1(P-I)****Dated : 16.08.2018**


Copy in duplicate forwarded to the Deputy Director of Information & Cultural affairs Department, Govt. of West Bengal with a request for circulation.

**Sd/- P. SAHA**  
**SUPERINTENDING ENGINEER,**  
**NORTH CIRCLE,**  
**GOVERNMENT OF WEST BENGAL**

**Memo No. 779/2(15)/T-1(P-I)****Dated : 16.08.2018**

Copy forwarded for favour of kind information to:-

- 1) The Chief Engineer, Housing Directorate.
- 2) The Joint Secretary, Housing Department for display on the Website of Housing Department.
- 3) The Superintending Engineer, South Circle / West Circle, Housing Directorate.
- 4) The Executive Engineer, Malda / Siliguri Division, Housing Directorate.
- 5) The Assistant Engineer, Malda / Raiganj / Siliguri / Jalpaiguri/ Coochbehar Sub-Division.
- 6) The Superintending Engineer, (P.W.D.), Northern Social Sector, Siliguri / The Superintending Engineer, P.W. (Roads), Highway Circle No. IV, Saktigarh, Siliguri./Malda with request for wide circulation through his Notice Board.
- 7) The Executive Engineer, P.W.D. / PW (Roads) / North Bengal Construction division,/P.W (CB)/NH Darjeeling/ Siliguri / Jalpaiguri / Raiganj, Uttar Dinajpur /Balurghat, Dakshin Dinajpur/ Malda / Malbazar/ Cooch Behar / Alipurduar with request for wide circulation through his Notice Board.
- 8) The Assistant Engineer PWD, / PW (Roads)/PW (CB) /NH, Siliguri/ Darjeeling/Malda / Raiganj, Uttar Dinajpur/ Balurghat Dakshin Dinajpur/ Coochbehar/ Alipurduar/ Jalpaiguri/ Malbazar/ Siliguri Construction Sub- Divn.with request for wide Circulation through his Notice Board.
- 9) The District Magistrate Darjeeling / Kalimpong / Dakshin Dinajpur/ Uttar Dinajpur/ Jalpaiguri/ Coochbehar / Alipurduar/ Malda with request for wide circulation through his Notice Board.
- 10) The Sub-Divisional Officer, Siliguri
- 11) The District Information& Cultural Officer, Siliguri, Darjeeling / Kalimpong/ Balurghat, Dakshin Dinajpur/ Raiganj, Uttar Dinajpur/ Jalpaiguri/ Coochbehar / Alipurduar / Malda with request for wide circulation through his Notice Board.
- 12) The Sub-Divisional Information & Cultural Officer, Siliguri.
- 13) The Divisional Accountant / Cashier, Siliguri Division, Siliguri.
- 14) Estimating Branch of this office.
- 15) The Notice Board of this Division.

  
**SUPERINTENDING ENGINEER,**  
**NORTH CIRCLE,**  
**GOVERNMENT OF WEST BENGAL**

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. 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).
- ii. Prequalification Application
- iii. List of Technical Staff
- iv. Experience Profile
- v. Declaration by the Tenderer at the Technical Document Folder.
- vi. Structure & Organisation.



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

- i. Professional Tax Clearance Certificate along with deposit receipt challan, Pan Card of IT, latest IT return (Last three years), EPF Code No. with up to date Chalan, **GST Registration Certificate** with up to date return, Trade License etc.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership / Proprietorship Firm/ Article of Association & Memorandum.
- iv. Registered Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- v. Tax Audited Report in 3CD & 3CB 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)
- vi. 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 Technical staffs along with structure & organization.
- viii. List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill etc.
- ix. List of Laboratory Instrument along with authenticated Invoice & challan.
- x. 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.
- xi. Bank solvency Certificate to be furnished.

### **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. <u>Trade licence.</u> 2. <u>GST Registration certificate</u> (with up to date Challan) 3. <u>PAN</u> 4. <u>P. Tax Clearance Certificate</u> along with Challan. 5. <u>EPF code No.</u> with up to date Challan 6. <u>IT Return</u> (Last five years). 7. <u>Audit Report</u> (Last five years).
B.	Company Details	Company Details - I	1. Proprietorship Firm (Trade Licence) 2. Partnership Firm (Firm Registration, 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. 6. Machineries.
C.	Credential	Credential 1	1. Similar nature of work done (Completion Certificate & Payment Certificate) which is applicable for eligibility in this tender
D.	Man Power	Technical Personnel	List Of Technical Staffs along with Structures & Organization (As per NIT)
E.	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 Superintending Engineer, North( New Town Construction)Circle, 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 Superintending Engineer, North( New Town Construction)Circle,
- 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 Superintending Engineer, North Circle, Housing Directorate 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 (especially Completion Certificates and audited balance sheets), or any other documents on demand of The Superintending Engineer, North Circle, 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.

  
**SUPERINTENDING ENGINEER,  
NORTH CIRCLE,  
GOVERNMENT OF WEST BENGAL**

## Annexure – A

### **Information of audited financial statements for the last year to demonstrate the current soundness of the Bidder's financial position:**

1. The Bidder's Net worth for the last year calculated as the difference between total assets and total liabilities should be positive.

2. Bidders, who meet the minimum qualification criteria, will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed available Bid capacity =  $(A \times N \times 2 - B)$  where

A = Maximum value of engineering works in respect of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The projects include turnkey project/Item rate contract / Construction works.

N = Number of years (i.e., \_\_\_\_\_ year) prescribed for completion of the works for which Bids are invited.

B = Financial Liability of the bidder to be incurred for existing commitments and on-going works during the period of the subject contract.

#### **To calculate the value of "A"**

i) A table containing value of Engineering works in respect to Projects (Turnkey projects/Item rate contract / Construction works) undertaken by the Bidder during the last 5 years is as follows:

Sl. No.	Year	Value of Engineering Works undertaken w.r.t. Projects (Rs. In Crores)
1	Year-5	
2	Year-4	
3	Year-3	
4	Year-2	
5	Year-1	

ii) Maximum value of projects that have been undertaken during the F.Y. \_\_\_\_\_ out of the last 5 years and value thereof is Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_). Further, value updated to the price level of the year indicated in Table is as follows:

Rs. \_\_\_\_\_ Crores x \_\_\_\_\_ (Updation Factor as per Table annexed)  
= Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_).

Table indicating the factor for the year for updation to the price level is indicated as under

Sl. No.	F.Y./Calendar year	Updation factor
1.	Year-1	1.00
2.	Year-2	1.05
3.	Year-3	1.10
4.	Year-4	1.15
5.	Year-5	1.20

iii) Net worth for the last year of \_\_\_\_\_ (name of the company)

.....  
.....  
Signature name and designation of  
Authorised Signatory

For and on behalf of  
.....(Name of the Applicant)

.....  
.....  
Name of the Statutory Auditor's firm

Seal of the audit firm:  
(signature, name and designation and  
Membership No. of authorised  
signatory).



**To calculate the value of "B"**

3. A table # containing value of all the existing commitments and on-going workings to be completed during the next \_\_\_\_\_ years (prescribed time for completion of the works for which Bids are invited) is as follows:

Sl. No.	Name of work/project	Name of the Employer	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement/LOA with the start date	Value of Contract as per Agreement /LOA  Rs._____	Value of work completed  Rs._____	Balance value of work to completed  Rs._____	Anticipated date of completion	Financial liability to incurred for the said work/project during the period of the subject contract  Rs._____
1	2	3	4	5	6	7	8	9	10

.....  
.....  
Signature name and designation of Authorised Signatory

For and on behalf of  
.....(Name of the Applicant)

**Note:**

1. All the documents to be submitted in support of Annexure - A must be duly signed and sealed by the applicant / bidder and authenticated by Statutory Auditor's firm
2. In case of a Joint Venture, Lead Member of such joint venture shall be required to meet 60% of required Bid Capacity and each of the Joint Venture Members shall be required to meet at least 30% of requirement of Bid Capacity. Bid capacity of all the members in total should be at least 100% of required Bid Capacity.

SECTION – B  
FORM – I  
PRE-QUALIFICATION APPLICATION

To  
THE SUPERINTENDING ENGINEER,  
NORTH CIRCLE, Housing Directorate,  
M-6, Building, Hill Cart Road,  
Pradhan Nagar, Siliguri-734003

Ref:- Tender for ..... (Name of work)

..... [ N.I.T No. \_\_\_\_\_ of 2018-2019 of SE / North Circle, Housing Directorate, Siliguri]

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**  
**DECLARATION**  
**AFFIDAVIT - "X"**

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

Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Tender No.	Estimated Amount	% of work executed	Sl. No.	Name of the work with tender No.	Tendered Amount

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the Officer

\_\_\_\_\_  
Name of the Firm with Seal

Date\_\_\_\_\_

**SECTION – B  
DECLARATION  
AFFIDAVIT – “Y”**

**(To be furnished is Non – Judicial Stamp paper  
of appropriate value duly notarized)**

1. I, the under-signed to certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection / claim will be raised by the under-signed.
2. The under – signed also hereby certifies that neither our firm M/S \_\_\_\_\_ nor any of constituent partner had been debarred to participate in tender by the P.W.(Roads) Department / Housing Department during the last 5 (five) years prior to the date of this NIT.
3. The under – signed would authorize and request any Bank, person, firm of corporation to furnish pertinent Information as deemed necessary and / or as requested by the Department to verify this statement.
4. The under – signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender in the capacity of individual / as a partner of a firm U I have not applied severally for the same job.
6. Certified that I have applied in the tender in the capacity of individual / as a partner of a firm in this circles

\_\_\_\_\_  
Signed by an authorised officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date \_\_\_\_\_



SECTION - B  
FORM-III  
STRUCTURE AND ORGANISATION

A.1. Name of Applicant (Firm) :  
Office Address :

Telephone No. :  
Mobile No :  
Fax No. :

A.2. Office Address :

Telephone No. : Mobile No.  
: Fax No. :

A.3. PAN No.

A.4. GST Registration No.

A.5. P Tax Enrolment No.

A.6. Details of Bank Accounts :

- i. Name of Bank
- ii. Name of Branch & Address with phone No.
- iii. Account No.
- iv. IFSC Code No.

A.7. Attach an organization chart showing :  
structure of the company with names of  
Key personnel and technical staff with  
Bio-data.

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

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

## SECTION - B

## FORM-IV

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)

Authenticated documents to submitted.

Name of Machine/ Instrument	Make	Type	Capacity	Machine No.	Possession Status		Date of release if Engaged
					Idle	Engaged	
1	2	3	4	5	6	7	8

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



SECTION - B  
FORM-V  
EXPERIENCE PROFILE

NAME OF THE FIRM :

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED & RUNNING WORKS  
DURING THE LAST FIVE YEARS AS PER CLAUSE 5 OF PAGE NO. 2 OF THIS e-NIT.

Name of Client	Name, Location & Nature of work	Tender Amount (Rs)	Date of Commencement	Time of Completion	Actual Date of Starting the Work	Actual date of Completion the work	Reason for delay in Completion (If any)

Note: a) Certificate from the Employers to be attached.

Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date. \_\_\_\_\_

SECTION - B

FORM-VI

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF TENDERER OR ABANDONMENT  
OF WORK BY TENDERER DURING LAST 05 (FIVE) YEARS.

1. a) Is the Applicant currently involved in any litigation: YES / NO  
Relating to the contract works

b) If yes, give details with reason :

2. a) Has the Applicant or any of its constituents partners : YES / NO  
been debarred / expelled by any agency in India,  
during the last 05 (five) years.

b) If yes, give details with reasons :

3. a) Has the Applicant or any of its constituent : YES / NO  
Abandoned / Suspended any contract during the,  
Last 05 (five) years.

b) If yes, give details with reasons :

Note: If any information in this Schedule is found to be incorrect or concealed, pre-qualification application will be summarily rejected.

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



SECTION - B

FORM-VII  
BANK SOLVENCY CERTIFICATE

This is to certify that ..... (name of firm) is a reputed company with a good financial standing.

If the contract for the work, namely ".....  
" (As per NIT against Notice Inviting e-Tender No. .... of The  
Superintending Engineer, North Circle, Govt. Of West Bengal is awarded to the above firm, we shall be able  
to provide overdraft / credit facilities to the extent of Rs. ....

(Rupees ..... ) only to meet their working capital for  
executing the above contract during the contract period.

Signed by an authorized officer of the Bank with seal

Name of the Bank  
Address of the Bank  
Phone No.  
e-Mail ID.  
Date.

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

## **ARRANGEMENT OF LAND :**

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

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**



**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  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

**CLEARING MATERIALS :**

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

**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 from regarding the division of total period and progress to work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with it the actual progress of work does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

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

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

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

**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 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 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) 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:

There will be a "Defect Liability Period" of **05 [Five] year** for the original works from the date of completion and the security deposit will be released phase wise as detailed below. Prospective bidders will have to execute the work in such manner so that appropriate service level for the stipulated stretch(s)/length of the road under improvement is to be maintained during stipulated contractual period till completion and a period of **05 [Five] year** from the date of successful completion of the work to the entire satisfaction of Engineer-in-Charge. If any defect/damage is found during the period as mentioned above, the contractor will make the same good at his own expense up to the specification at par with the instant project work, or on default, the Engineer-in-Charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter become due to the contract or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof. Refund of Security Deposit will only be made on the pro-rata basis.

However, for repair and maintenance nature of bituminous road work or combination thereof the Defect Liability period would be considered as **1 (one) year**. And in case of Original Works where bituminous thickness is less than 40 mm, the Defect Liability period is **1 (one) year** from the date of completion as per memo no. 2014-E-in-C/2015 dated 06-11-2015 of the Engineer-in-Chief & Ex-Officio Secretary, Public Works Department, Govt. of West Bengal.

**"Clause 17" –Vide Notification No. 5784-PW/L&A/2M-175/2017 Dated-12.09.2017 of the Principal Secretary PWD, Govt. Of West Bengal, instead of earlier notification No. 177 CRC/2M-57/2008 Dated 12.07.2012.**

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 init 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 cause 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 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, weather 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 law full for the Government to recover excess cost from the contractor in accordance with the procedure prescribed by any law for 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 contractor. However, the security deposit of the work held with the Government under the provision of clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

a) For work with three months Defect Liability Period:

(i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.

b) For work with one year Defect Liability Period:

(i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of 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 1<sup>st</sup> 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 if 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 if 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 the contract. For

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

(ii) Through Bituminous Surfacing work with bituminous thickness less than 40mm. 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 to 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 ridge pavement, Reconstruction of ridge pavement, Construction of new 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;

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**



### **DECLARATION BY THE TENDERER**

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.

I/We do hereby solemnly declare that during last 5(five) years no work has been abandoned by me/us, also have not undergone rescission against any work during last 5(five) years.

**Postal address & Contact no.  
of the Tenderer.**

**Signature of Tenderer**

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**SUPERINTENDING ENGINEER,  
NORTH CIRCLE,  
GOVERNMENT OF WEST BENGAL**