



**GOVERNMENT OF WEST BENGAL  
OFFICE OF THE EXECUTIVE ENGINEER  
BANKURA DIVISION, HOUSING DTE.  
KANKATA RHE, BANKURA-722102  
PHONE 03242-259937/ eMail- [bankuradivisionhd@gmail.com](mailto:bankuradivisionhd@gmail.com)**

Memo No 342 / F-120

Dated : 05.04.2018

**e-NOTICE INVITING TENDER**

**No. 12 OF 2018-19 OF THE EXECUTIVE ENGINEER,  
BANKURA DIVISION, HOUSING DTE.  
TENDER REFERENCE NO. WBHOUSING/EE/BANKDIV/e-NIT-12/2018-19**

The Executive Engineer, Bankura Division, Housing Directorate, invites e-tender for the work detailed in the table below. (Submission of Bid through **online**)

Sl. No.	Name of work	Estimated Amount	Earnest Money	Cost of Documents including W.B.F. 2911(ii)	Period of completion	Name of concerned Sub Division	Eligibility of Bidder
		(In Rs.)	(In Rs.)	(In Rs.)			
1	Repair & Renovation works to Five Nos. Three storied 'A' type building consisting 30nos. Flat at RHE Ailakandi Site-B, Bankura.	4026948/-	80539/-	<i>1000/-per set (As per Order No. 199-CRC/2M-10/2012 Dt. 21/12/12 Of PWD. Only applicable for the successful bidder at the time of formal Agreement)</i>	60 (sixty) days	Assistant Engineer, BANKURA SUB-DIVISION, HOUSING, KANKATA BANKURA	Please Refer SL. No.5, Pg. No.2 of This NIT.
2	Repair & Renovation works to Four Nos. Three storied 'B' type building consisting 24nos. Flat at RHE Ailakandi Site-B, Bankura.	3834054/-	76681/-				

1. In the event of e-filing, intending bidder may download the tender documents from the website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate and earnest money may be remitted through demand draft/pay order issued from any nationalized bank in favour of Executive Engineer, Bankura Division, Housing Directorate. and also to be documented through e-filing. The original part of online submission of tender fees, EMD as per prevailing G.O.
2. 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 <http://wbtenders.gov.in>.
3. The Technical document and Financial Bid submitted online on or before ...23/04/2018. upto 4.00 p.m.
4. The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL Document** of the tenderer found qualified by the Executive Engineer, Bankura Division, H. Dte.. The decision of the Executive Engineer, Bankura Division, H. Dte. will be final and absolute in this respect. The both list of Qualified Bidders will be displayed in the website and also in the Notice Board of the office of the Executive Engineer, Bankura Division, H. Dte., on the scheduled date and time.

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

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

ii) The intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 30% (thirty percent) of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,

iii) The intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more & value of which is not less than desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or Equivalent competent authority will be eligible for the tender, in the required certificate it should be clearly stated that the work is in progress satisfactorily & that no penal action has been initiated against the executed agency i.e. the tenderer.

N.B. :- Completion certificate should contain a) Name of work , (b) Name of Client, (c) Amount put to tender, (d) Schedule month and year of commencement and completion as per work order (e) actual month and year of completion.

iv) Payment certificate will not be treated as credential.

v) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a state / Central Govt., State / Central Govt. undertaking, Statutory / Autonomous Bodies Constituted under the Central / State Statute, on the executed value of completed / running work will be taken as credential.

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

vii) The working capital shall not be less than 15%(Fifteen percent) of the amount put to tender and out of which minimum 10% shall be of applicant's own resource. Proper & authentic documents to be submitted through e-filing (alongwith supported up-to-date audited balance sheet). Evidence of access to or availability of credit facilities should be certified by the any commercial Bank [Non statutory Documents].

**Bid capacity = [A x N x 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 failing which this application / bid will be rejected).**

viii) Declaration regarding Structure and Organization duly digitally signed by the applicant to be submitted alongwith application.

ix) In case of Registered Unemployed Engineers' Co-operative Societies and Registered Labour Co-operative Societies, documents of credentials as per Serial No. 5, Page No. 2 of this e-NIT. 'Certificate of Registration' and 'Certificate for Validity of Registration' from the respective Assistant Registrar of Co-operative Societies, Bye Law, Professional Tax Deposit Challan / Professional Tax Clearance Certificate, PAN Card, GST REGISTRATION eligible list of Registered Unemployed Engineers' Co-operative Societies / Registered Labour Co-operative Societies issued by the concerned Assistant Registrar of Co-operative Societies showing the name of their Society must be documented through e-filing. Also in case of Registered Unemployed Engineers' Co-operative Societies, documents in satisfying the following criteria are required to be documented through e-filing:-

a) the Society consists of at least 10(ten) members of which at least 60% should hold Degree or Diploma in any branch in Engineering as per Memo No. 44-A/4M-11/2002 dt. 09.01.2004 of Deputy Secretary-III, P.W.D.. Privilege will be allowed as per G.O. No. 378(9)-A/PW/O/10C- 17/05 dt. 31-05-2005 P.W.D. Accounts Branch by Deputy Secretary-III including necessary documents in support of the statement and along with other supporting papers. (Non-Statutory documents)

b) Above society shall be allowed to participate the work mentioned in this e-NIT as per G.O.

x) In case of proprietorship & partnership Firm & Company, Tax Audit Report in 3 CD Form shall have to be furnished alongwith Balance Sheet & Profit & Loss Account & all schedules forming the part of Balance Sheet & Profit & Loss Account. Tax Audit Report, Balance Sheet & Profit & Loss Account including all schedules forming the part of Balance Sheet & Profit & Loss Account should be in favour of applicant. No other name alongwith applicant name in such enclosure will be entertained. (Non-Statutory Document).

- xi) Joint venture will not be allowed to participate in the above e-NIT.
- xii) 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.
- xiii) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
- xiv) The Tender screening 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.
- xv) A prospective tenderer shall be allowed to participate in the particular work either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single work, all his applications will be rejected for that work without assigning any reason thereof.
- xvi) The partnership firm shall furnish the registered partnership deed & the company shall furnish the Article of Association & Memorandum. (Non-Statutory Document)
- xvii) Joint Ventures will not be allowed.
- xviii) No mobilisation advance and secured advance will be allowed.
- xix) Any change of B.O.Q. will not be accepted under any circumstances.

## 5. A :- Important information

### *Date & Time schedule*

Sl.	Particulars	Date & Time
1.	Date of uploading of N.I.T. Documents (online) (Publishing Date)	<b>05-04-18</b>
2.	Documents download/sale start date (Online)	<b>05-04-18 after 6.00 pm</b>
3.	Documents download/sale end date (Online)	<b>13-04-18 at 4.00 pm</b>
4.	Date of Pre Bid Meeting with the intending bidders Inof the Office of the Executive Engineer, Bankura Division ,Bankura, Dist:-Bankura.	<b>16-04-18 at 2.00 pm</b>
5.	Bid submission start date(Online)	<b>16-04-18 after 4:00 pm</b>
6.	Bid Submission closing(Online)	<b>23-04-18 at 4.00 pm</b>
7.	Bid opening date for Technical Proposals (Online)	<b>25-04-18 at 12.00 Noon</b>

## 6. LOCATION OF CRITICAL EVENT

**Pre Bid Meeting**



Office of the Executive Engineer,  
Bankura Division, Housing Dte.,  
Kankata RHE,  
Dist:-Bankura.

**Bid Opening**



Office of the Executive Engineer,  
Bankura Division, Housing Dte.,  
Kankata RHE,  
Dist:-Bankura.

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

8. All Bidders are requested to present in the 'Office of the Bankura Division, H. Dte.', during opening the financial bid Executive Engineer, Bankura Division, H. Dte., may call **Open Bid/Sealed Bid** after opening of the said bid to obtain the suitable rate further, if it is required. No objections in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal tenderer will be entertained in the Bid further.
9. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
10. **Earnest Money** :Earnest money @ 2% of the tendered amount must be submitted (in favour of Executive Engineer, Bankura Division, Housing Dte.) in the form of ONLINE ECS/NEFT THROUGH ICICI BANK GATEWAY PORTAL. Amount of Earnest Money have mentioned in attached sheet of this NIT. This clause is also applicable for all cat. Of applicants as per GO 1110-F, dt. 10-02-06 of Spl. Sec., F-D. Govt. of W.B.

**Balance earnest money if required will have to be submitted alongwith submission of tender documents for formal agreement.**

11. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information's that may be necessary for preparing the Bid and entering in to a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
12. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Executive Engineer, Bankura Division, Housing Dte. reserves the right to reject any application for purchasing Bid Documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at the stage of Bidding.
13. **Refund of EMD:** The Earnest Money of all the unsuccessful Tenderers deposited in favour of the Executive Engineer, Bankura Division, H. Dte. alongwith the Tenders will be refunded by the said Executive Engineer electronically through e- Portal.
14. **Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.**
15. **Conditional / Incomplete tender will not be accepted.**
16. The intending tenderers are required to quote the rate **online**.
17. Contractor shall have to comply with the provisions of(a)the contract labour (Regulation Abolition) Act.1970(b) ApprenticeAct.1961 and(c) minimumwagesAct.1948 of the notification thereof or any otherlaws relating thereto and the rules made and order issued there under from time to time.
18. **Guiding schedule of rates:** P.W.D. schedule of rates Govt. of West Bengal according to district effect from **01.1.2017 both for BLDG. & S&P** work, alongwith Addenda & corrigenda.
19. During the scrutiny, if it come to the notice to tender inviting authority that the credential or any other paper found in correct / manufactured / fabricated, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice. The Executive Engineer, Bankura Division, H. Dte. reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
20. In case if there be any objection regarding prequalifying the Agency that should be lodged to the Executive Engineer, Bankura Division, H. Dte. within 2days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Executive Engineer, Bankura Division, H. Dte..

21. Before issuance of the **WORKORDER**, the tender inviting authority may verify the credential and other documents of the lowest tenderer if necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work-order will not be issued in favour of the said Tenderer under any circumstances.
22. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence.
  - (i) FormNo.2911(ii).
  - (ii) e-NIT
  - (iii) Special terms & conditions.
  - (iv) Technical Bid.
  - (v) Financial Bid
23. The prospective tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 3 (three) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
24. The prospective tenderers should own/ lease/ arrange the required plant and machinery if required.. Conclusive proof of machinery in working condition if required shall have to be submitted. (Non-Statutory documents)
25. **Qualification / criteria.**

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

- a) **Financial Capacity.**
- b) **Technical Capability comprising of personnel & equipment capability.**
- c) **Experience/Credential**

The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned in a,b,c above. If any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice.

The defect liability period for the work shall be treated **1(one) year** from the date of completion of work, security deposit for the work in this tender is 10% of the work value & to be deducted from the payment of the contractor. Such security deposit deducted from the payment of the contractor shall become payable as per latest G.O. provision in W.B. From no. 2911(ii) so far as they relate to time framed for released of said security deposit are to be treated as superseded by this provision.

**Spl. Terms & Condition:- (In case of Water Proofing Treatment by A.P.P. Membrane )**

1. The items of work shall be executed through the Specilised Agency having experienced in similar work in PWD & other Govt. Deptt.
2. The agency executing the work shall extend a Service Guarantee for a period of 10(ten) year in the enclosed FORMAT to be attached as a part of AGREEMENT.
3. Security Deposit of the agency shall be retained till completion of the Guarantee period of **5(five)** yrs. And Security Deposit will be released **@20%** per year upto 5(five) years.

26. **Refund of Security Deposit:** Prospective bidder shall have to execute the work in such a manner so that appropriate service level of the construction under improvement is to be maintained during progress of the work and during Defect Liability Period of 03(three) years for Building in case of original works, 01(one) year in case of R/R works and for 05(five) years in case of Roof treatment works from the date of successful completion of the work up to the entire satisfaction of the E.I.C. If any defect / damage is detected during this period as mentioned above, the contractor shall make the same good at his own expense to the satisfaction of the E.I.C. or in default the E.I.C. may cause the same to be made good by other agency and deduct the cost (of which the certificate of the EIC shall be final) from his S.D. or any Sums that may be then, or at any time thereafter became due to that contractor, Security Deposit shall become payable only after expiry of the defect liability period after making necessary deduction if applicable. However, the E.I.C. may on his satisfaction and his discretion refund constn. for Roof Treatment Works, 1/3 of the Total Security Deposit after expiry of 1st Year from the date of completion of the work, another 1/3 of the Total Security Deposit after expiry of 2nd Year from the date of completion of the work and remaining part of the total Security Deposit after expiry of 3rd year from the date of completion of the work. Hence, condition of refund of security deposit as stated in Para 2 & 3 of Clause No. 17 of WB Form 2911(ii) is hereby superceded as per notification no. 177 CRC / 2M/57 / 2008, dt. 12.07.12 by the Principle Secretary, Govt. of West Bengal, PWD. A retention towards performance Security amounting to 10% ten percent(including 2% as Earnest Money)of the Billed Amount shall be made by the concerned Exe. Engr. From 1st RA Bill to Final Bill, Refund of Security Deposit will only be made on Pro-rata basis. i.e release of Security Deposit to the tune of 30% on expiry of 1<sup>st</sup> year (from date of completion of the original work) another 30% on expiry of 2<sup>nd</sup> year and rest 40% on expiry of 3<sup>rd</sup> year. Hence Clause no. 17 of 2911(ii) is hereby suppressed. The Security Deposit may be refunded to the satisfaction of the E.I.C. against submission of Bank Guarantee by the Contractor for the completed works as per the notification No.52 CRC/2M06/2014 dt. 27.10.2014 of PWD, CRC Branch.
27. **Online receipt & Refund of EMD of e-Tender through State Govt. e-Tender Portal** The bidders participating in the e-Tender shall have to deposit the EMD @2% of the estimated amount put to tender electronically through their respective Internet Banking enabled A/c. Maintained at any Bank to the pooling A/c. No. 33728456372 (State Govt. Deptt.) opened at SBI Kolkata main Branch as opened by the State Govt.
- In case the bidder has a net banking A/c at SBI he will add this A/c. For fund transfer. In case the bidder has net banking A/c. In other banks he will add this A/c. For NEFT/RTGS fund transfer. The EMD of the bidders disqualified at the Technical Evaluation will revert to the respective bidders A/c without any manual intervention following the same path in which the EMD was transferred from the bidders Bank A/c. To the pooling A/c electronically.

**Executive Engineer  
Bankura Division, Housing Dte.**

Copy forwarded for favour of kind information to the:-

- 1) The Chief Engineer, Housing Directorate (In duplicate).
- 2) The Joint Secretary, Housing Department for display on the Website of Housing Department.
- 3) The Superintending Engineer, West Circle / South Circle.
- 4) The Executive Engineer, Burdwan Div. / Kolkata North-II / MALDA DIV..
- 5) Contractors' Association Branch under certificate of posting
- 6) Notice Board.
- 7) Estimating Branch / D.A.O. / Cashier of this office for information.
- 8) Deputy Director of Information, (Information Branch) Department of Information & Cultural Affairs, Govt. of West Bengal for information

**Executive Engineer  
Bankura Division, Housing Dte**

## INSTRUCTION TO BIDDERS

### SECTION – A

1. *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://wbtenders.gov.in> (the web portal of public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

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

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

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

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

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm.

A prospective bidder(including his participation in partnership) shall be allowed to participate in single 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. Application (Sec-B, Form-I)
- ii. Demand Draft/ bankers Cheque towards earnest money(EMD) as prescribed in the e-NIT against work in favour of the Executive Engineer, Housing Construction Division No. V.
- iii. Tender form No. 2911(ii) & e-NIT with all addenda & corrigendum(Properly upload the same Digitally Signed). In case quoting any rate in 2911(ii) the tender liable to summarily rejected).
- iv. Declaration by the Tenderer.
- v. Experience Profile (Section – B, Form – V).
- vi. **Special terms & Conditions.**



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

- i. **Professional Tax (PT) deposit receipt challan, Pan Card of IT, current IT return, GST Certificate, GST Return.**
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum.
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any). "The Power of Attorney shall have to be registered in accordance with the provision of the **Registration Act'1908.**"
- v. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS). last year Audited Balance Sheet, Minutes of A.G.M., Valid bye laws are to be submitted by the Registered labour Co-Op(S), Engineers' Co.- Opt.(S).
- vi. List of Technical staffs along with structure & organization.
- vii. Credential for completion of at least one similar nature of work of Govt. of West Bengal during the last 3(three) years prior to the date of issue of this NIT is to be furnished. Scanned copy of Original Credential Certificate as stated in 5(i) of 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.

**SECTION-B**

**APPLICATION**

**To  
The Executive Engineer  
Bankura Division,  
Housing Directorate**

Ref: - Tender for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name of work) \_\_\_\_\_  
\_\_\_\_\_

**N.I.T.No.: .....(Sl No. ....)of 2017-18 of Executive Engineer, Bankura Division, Housing Dte.**

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of \_\_\_\_\_ In the capacity

\_\_\_\_\_ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

(a) Tender Inviting & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.

(b) Tender Inviting & Accepting Authority/Engineer-in-Charge reserve the right to reject any application without assigning any reason.

**Enclo:- e-Filling:-**

1. Statutory Documents
2. Non Statutory Documents

Date: -

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

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 TechnicalDocuments.

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	<ol style="list-style-type: none"> <li>1. G.S.T. Registration certificate.</li> <li>2. Latest G.S.T Return.</li> <li>3. PAN Card</li> <li>4. P. Tax Certificate (Challan)</li> <li>5. Current IT Receipt (SARAL)</li> <li>6. Online Enrollment No.(G.S.T)</li> </ol>
B.	Company Details	Company Details – I	<ol style="list-style-type: none"> <li>1. Trade License).</li> <li>2. Power of attorney.</li> <li>3. Partnership Firm (Partnership Deed, Trade License).</li> <li>4. Bye Law.</li> <li>5. Eligible list of Registered Unemployed Engineers Co-operative Society /Registered Labour Co-operative Society.</li> <li>6. Current Audit Report.</li> <li>7. Current N.O.C. from Assistant Register Co-op Society.</li> <li>8. Minutes of last A.G.M.</li> </ol>
C.	Credential	Credential 1	<ol style="list-style-type: none"> <li>1. Similar nature of work done &amp; completion certificate having 40% credential in a single Tender during last 3 (Three) Years.</li> <li>2. Working Capital</li> </ol>
D.	Man Power/ Plant & Machinery	<ol style="list-style-type: none"> <li>1.Technical Personnel</li> <li>2.Plant &amp; Machinery</li> </ol>	<p>List Of Technical Staffs alongwith Structures &amp; Organization (As per e-NIT)</p> <p>Documents regarding own plant and Machinery required in this particular work.</p>
E.	Others	Declaration	All Declaration which is mentioned in the NIT must be signed with date and seal before submission .

**A. Tender evaluation by the Executive Engineer, Bankura Division, Housing Dte..**

- i. Opening of Technical proposal :- Technical proposals will be opened by the Executive Engineer, Bankura Division, Housing Dte., 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, Bankura Division, Housing Dte..

- v. Uploading of summary list of technically qualified tenderers.
- vi. Pursuant to scrutiny & decision of the Executive Engineer, Bankura Division, Housing Dte. the summary list of eligible tenders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- vii. While evaluation the Executive Engineer, Bankura Division, Housing Dte. may summon of the tenders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- viii. **Opening & evaluation of Tender :-**

If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
- 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 per) 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 *Executive Engineer, Bankura Division, H. Dte.* within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the P.W.Directorate may take appropriate legal action against such defaulting tenderer.

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

SECTION-B  
FORM-V  
EXPERIENCE PROFILE

**LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST THREE YEARS IN P.W.D., GOVT. OF WEST BENGAL UP TO A VALUE OF 40% OF THE ESTIMATED VALUE PUT TO TENDER.**

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Original date of start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion the work	Reasons for delay in completion (if any)

- Note :
- a) Certificate from the Employers to be attached.
  - b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.
  - c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All informations that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.
  - d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.
  - e) No alteration shall be permitted to be made by the tenderer in any tender after its submission.

**TENDER FOUND TO HAVE SUBMITTED UNDER FALSE NAME : When a Contractor, whose tender has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled his Security Deposit will be forfeited.**

Signature and address of the  
Tenderer

Signature of Tender of  
Accepting Authority

**SECTION – C**  
**Special terms and conditions**

**C.1 General :**

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned either in—

- (i) 'Departmental Schedule', which means the unified Schedule of Rates of the Public Works Department including up-to-date addenda and corrigenda.
- (ii) Terms & conditions in Order to precedence : a) Special Terms & Condition , b) Special Specification, c)General Specification, d) Notice Inviting Tender, e) Schedule of probable items with approximate quantities, f) Printed Tender

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the schedule whether specially mentioned in any clause or not and the retaes quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

**C.2 Definition of 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 Public Works Department, Government of West Bengal executing the work on behalf of HOUSING DEPARTMENT, who have jurisdiction, administrative or executive, over part of whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

**C.3 Terms and Conditions in extended period :**

As Clause 5 of Printed Tender Form as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions, rates etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.

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

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

**C.5 Transportation arrangement :**

The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc.

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

**C.6 Contractor's Site Office :**

The contractor shall have an office adjacent to the work as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's authorised agent or representative. For such intimation to the contractor's site office, it shall be deemed to the sufficient enough to be served upon the contractor.

**C.7 Incidental and other charges :**

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also, Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, GST etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

**C.8 Authorised Representative of Contractor :Clause 15**

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

- a) General day to day management of work.
- b) To attend measurements when taken by the Departmental Officers and sign the records of such measurements in token of acceptance by the contractor.

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

**C.9 Power of Attorney :**

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

**C.10 Extension of time :**

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

**C.11 Contractor's Godown :**

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

**C.12 Arrangement of Land :**

The contractor will arrange land for installation of his Plants and Machineries, his godown, storeyard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority.

**C.13 Use of Government Land :**

Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-charge will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority. The contractor 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 any shed, hut etc. which he might have been erected on Government land. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

**Royalty-** The agency will have to submit the receipt of payment of royalty to the Govt. for use of sand, stone, laterite, Moorum, Gravel etc. to the E.I.C. before preparation of bill, when they collect the materials directly from source. If they collect the materials from autho. Commercial establishment who pay the Royalty to Govt., necessary certificate / cash memo shall be produced to the EIC.

**C.14 Site Order Book :**

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Site Order Book to Sub-Divisional Officer/Assistant Engineer Concerned, who is authorised to receive and keep in custody the Site Order Book on behalf of the Engineer-in-Charge. The Site Order Book shall be kept at the site of work under the custody of Sub-Divisional Officer/Assistant Engineer or his authorised representative. The Site Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Site 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 triplicate page of the Site Order Book for his own record and guidance.

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

The first page of the Site 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 and 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/Assistant Engineer concerned.

*K) DATE OF ACTUAL COMPLETION OF WORK.*

*L) DATE OF RECORDING FINAL MEASUREMENT.*

Entries in (K) and (L) above shall be filled in on completion of the work and before the Site Order Book is recorded in the office of the Sub-Divisional Officer/Assistant Engineer.

**C.15 Clearing Of Materials :**

Before starting any work, work site, 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. Total length (in case of road project) shall be demarcated by proper chainaging along with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of 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.

**C.16 Sundry Materials :**

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-In-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodalite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour required for setting out the levels for laying out

difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.



### **C.17 Supplementary / Additional items of Works :**

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

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

(b) Rate of supplementary items shall be analyzed from the rates of the allied items of work appearing in the unified respective Schedule of Rates of Public Works Department of probable items of work forming part of tender document. Rates for the working area enforced at the time of Notice Inviting Tender shall prevail.

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

Unbalanced market rates shall never be allowed Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b) and (c) stated above only.

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

The provisions of this clause, in so far as inconsistent with those of clause 12 of Printed Tender Form, shall be deemed to super cede the inconsistent portion of the said clause 12

**Covered up works:** When one item of works is to be covered up by another item of work the latter item shall not be done before the former item has been measure up and has been inspected by the EIC / Asstt. Engr. / SDO as the authorized representative of EIC& order given by him or preceeding with the latter item of work. When however, this is not possible for practical reasons , the S.A.E., if so, authorized by the S.D.O. may do this inspection.

### **C.18 Approval of Sample :**

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

### **C.19 Water and energy :**

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating 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, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff and crews, medical aids etc. are to be arranged for by the contractor at his own cost. The

cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

### **C.20 Drawings :**

All works shall be carried out in conformity with the drawings supplied by this Department. The Contractor shall have to carry out all the works according to the departmental General Arrangement Drawing and Detail Working Drawings to be supplied by the Department from time to time.

### **C.21 Serviceable Materials :**

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

**C.22 Unserviceable Materials :**

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

**C.23 Contractor's risk for loss or damage :**

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.

**C.24 Idle labour and additional cost :**

Whatever may be the reason no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.

**C.25 Charges and fees payable by contractor :**

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

**C.26 Tools and Plants :**

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost; all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

**C.27 Realization of Departmental claims :**

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

**C.28 Compliance of different Acts :**

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and the rules and orders issued thereunder from time to time. If he fails to do so, the respective Engineer-in-Charge and / or Superintending Engineer of the concerned Division and / or Circle of Public Works Department may at his discretion, take necessary remedial measures within the framework of the contract.

The Contractor shall also make himself liable for any pecuniary liabilities arising out of / on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation and Abolition) Act, 1970.

The contractor shall be bound to furnish the Engineer-In-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures within the framework of the contract.

**C.29 Safety, Security and Protection of the Environment :**

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

- (a) have full regard for the safety of all persons and the works (so far as the same are not completed or occupied by the department),
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,

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

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

**C.30 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. In the event of failure on the part of contractor to comply with the provisions of this clause the contract shall be terminated upon a notice to that effect under the hand of Engineer in Charge.

**C.31 Programme of work :**

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

**C.32 Setting out of the work :**

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

**C.33 Precautions during works :**

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

**C.34 Testing of qualities of materials and workmanship :**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency in accordance with Clause 18 of Printed Tender Form and hence the same must be considered at the time of quoting rate .

**C.35 Timely completion of work :**

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

**C.36 Procurement of materials :**

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

**C.37 Rejection of materials :**

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

**C.38 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 of works are to be deemed as inclusive of the same.

**C.39 Damaged / Unused Materials :**

Any damaged / unused materials lying at contractor's custody, which is found at the time of use to have been damaged and / or remaining unused, shall be rejected and / or removed immediately from the site by the contractor or disposed of as directed by Engineer-in-Charge at the costs and expenses of the contractor and the contractor shall have no claim for compensation on account of any such materials so damaged / remaining unused as aforesaid.

**C.40 Issue of Departmental Materials :**

Departmental materials will not be issued under any circumstances.

**C.41 Force Closure :**

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

**C.42 Tender Rate :**

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. No conditional rate will be allowed in any case.

**C.43 Delay due to modification of drawing and design :**

The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the work due to non-delivering of the possession of the site.

**C.44 Payment of Bills :**

As mentioned in clause 5 of the NIT

**C.45.** Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable and unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

**C.46.** Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octopi and all other duties, if any.

**C.47.** Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chainage of the work-site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.

**C.48.**The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.

**C.49.** Deep excavation of trenches and left out for days shall be avoided.

**C.50.** Deduction at Source from the contractors' bills

**C.50.1** Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

**C.50.2.** Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

**C.50.3.** Sales Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

**C.51.** The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

**C.52.** In accordance with the GST Taxation Laws (amendment) Ordinance, 2017 amending the necessary G.S.T will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

**C.53. Defects liability period and Refund of Security Deposit :**

The security deposit in the aforesaid manner may be released after the completion of the work on deposit of equal amount of Bank Guarantee in favour of Bankura Division, Housing Dte. in the prescribed format.

Provisions in Cl. No. 17 as contained in Printed Tender Form so far as they relate to is to be treated as superseded.

**C.54. Arbitration :**

There shall be no provision for arbitration under this contract, under Clause-25 WBF 2911 (ii) to

**C.55. Mode of Payment :**

Any Payment against the Work done by the Contractor under this contract shall be paid to him by the Executive Engineer, Bankura Division, Housing Dte. (who shall act as Drawing and Disbursing Officer for all purposes of this contract) in accordance with and in the manner provided in this contract.

**C.56. Road opened to traffic :**

It should be clearly understood that the agency will be responsible to keep the road open to all kinds of traffic during execution of work. The work should be so arranged & the programme of work must be so adjusted as would not disturb the smooth flow of road traffic in any way. Necessary arrangement for road traffic open should be made by his own cost & precaution like guarding , lighting, barricading etc. to guard against accident to road traffic, road users, ferry users during execution of work for which noting extra will be paid.

Suitable Road sign as & where necessary should be provided by the agency at his own cost as per direction of the EIC and shall also maintained till the completion of the work.

**Executive Engineer  
Bankura Division, Housing Dte**

## **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**

## **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 Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

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

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

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

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**Signature of Tenderer**

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**Postal address of the Tenderer**

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**Executive Engineer  
Bankura Division, Housing Dte.**