

WEST BENGAL STATE RURAL DEVELOPMENT AGENCY

Block-HC/7, Sector-III, Salt Lake City, Kolkata-700106

Request for Proposal

**Development and Implementation of Road Priority Management
System for Rural Roads in West Bengal**

June 2024

SECTION 1

**WEST BENGAL STATE RURAL DEVELOPMENT AGENCY
(WBSRDA)
JOINT ADMINISTRATIVE BUILDING (6TH FLOOR)
BLOCK-HC/7, SECTOR-III, SALT LAKE CITY, KOLKATA-700106
Request for Proposal**

RFP No. 01/SRDA/N-1/2024-25/HQ

No. 1691/WBSRDA/2E-66/2024

Dated: 04.07.2024

The Executive Engineer, West Bengal State Rural Development Agency on behalf of West Bengal State Rural Development Agency invites Request for Proposal (RFP) from reputed Bonafide agency/vendor for Development and implementation of Road Priority Management System in all districts of West Bengal. The agency/vendor should have adequate experience to develop similar nature of software to other Government Departments/PSUs who specifically involved in such execution and analysis.

Sl. No	Name of Work	Earnest Money (Rs.)	Cost of Documents (Rs.)	Period of completion	Eligibility of Bidder
1.	Development and implementation of Road Priority Management System for Rural Roads in West Bengal	200000/-	Nil	a) Development of software for web-based Road Priority Management System within 8(eight) weeks from the issuance of the work order b) Trial run of Road Priority Management System for acceptance c) Training of Engineers	Bonafide, resourceful and reliable experienced Agency/Vendor eligible through pre-qualification

Project Overview

The West Bengal State Rural Development Agency (WBSRDA) seeks to develop a web-based application to streamline their operations, enhance data security, and improve decision-making processes. The application should cater to the specific needs of the department and incorporate the following key features and functionalities which can be not limited to what has been stated below & can be finalized during the Requirement analysis & SRS Sign-off stage.

Objectives

1. **Tailored Web-Based Application:** Develop a web-based application customized to the requirements of WBSRDA.
2. **Role-Based User Access:** Implement a secure, role-based access control system to ensure data security and confidentiality, with varying access levels based on user roles.
3. **User-Friendly Interface:** Design an intuitive interface for easy navigation and data visualization, enabling users to interpret spatial information effectively.
4. **Data Update Capabilities:** Allow users to update both spatial and attribute data within the application to maintain current and accurate records.
5. **Robust Data Management:** Provide strong data management features to handle large volumes of spatial and attribute data, ensuring data integrity and reliability.
6. **Stakeholder Collaboration:** Facilitate communication and collaboration among stakeholders to support informed decision-making and efficient project coordination.
7. **Cross-Platform Compatibility:** Ensure the application is compatible with various devices and browsers to maximize accessibility.
8. **Data Validation and Quality Control:** Incorporate mechanisms for validating data and maintaining high standards of data accuracy and reliability.
9. **Integration and Scalability:** Ensure the system can integrate with other systems and is customizable and scalable for future enhancements.

Functional Requirements

1. **User Management and Access Control**
 - Implement role-based access controls.
 - Create user roles with specific permissions.
 - Secure login mechanisms with password policies and multi-factor authentication.
 - 50-100 concurrent users will be there who will be using the application.
2. **User Interface and Experience**
 - Design a responsive and intuitive interface.
 - Provide easy-to-use navigation and search functionalities.
 - Develop dashboards for data visualization and summary reports.
3. **Spatial and Attribute Data Management**
 - District wise data in multiple layers to be uploaded by the agency to create the primary data set & this will be continuous process and data will be provided by the department as and when ready.

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- The data set can be huge & the agency should ensure data synchronization and consistency throughout the application.
- Enable users to upload, view, update, and manage spatial data.
- Support attribute data management with features for adding, updating, records with log reports for throughout the state.
- Any update should go for validation in multiple stages before final publishing.
- Once the data has been validated this can't be update again.

4. Data Visualization and Analysis

- Develop tools for visualizing spatial data.
- Provide graphical representation of data for better interpretation.
- Different theme wise data visualisation; e.g: Roads visualisation based on owner, CW width, surface, scheme etc.
- Implement filters and analytics tools for data analysis.
- Road Priority Management based on predefined weightage on the selected parameter defined by the department on the selected road or multiple roads.
- Advance spatial reporting and study to be developed like distance, buffer & other related features as per the requirement.
- Authorized users can select single or multiple roads within a district/block from a set of road network for prioritization from almost 2 lakh km of total road network.
- Create multiple user-defined buffers for the selected roads like color-coded buffers at 200m, 400m, 600m distances OR any values as decided by the department.
- Apply fixed weightage for facilities and habitation in the primary buffer, decreasing by 10%, 20%, etc. OR any values as decided by the department, for subsequent buffers greater the primary buffer.
- Generate reports with the following details:
 1. Buffer Length
 2. Facilities (Subcategory)
 3. Count within Buffer
 4. Given Weightage
 5. Total Weightage
 6. Selected Road Length (KM)
 7. Average Weightage
 8. Highlight Highest Weightage in different colour.
- Download reports in Excel and PDF with headers: District Name, Block Name, Road Name.
- Provide comparison statements of multiple selected roads, downloadable in Excel and PDF.
- Option to store analysis data for future reference.
- Display priority-wise roads in multiple colours when multiple roads are selected.
- Provide a consolidated priority list for the block or district with a different colour theme like (e.g., 1-10 Green, 11-20 Blue) with downloadable Excel and PDF format.
- Enable download of prioritized alignments in spatial & attribute format.

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5. Compatibility and Accessibility
 - Ensure cross-browser compatibility (Chrome, Firefox, Safari and Edge).
 - Optimize for various devices (desktops, tablets and smartphones).
6. Data Validation and Quality Control
 - Implement data validation rules and error-checking mechanisms.
 - Develop audit trails and logs for tracking data changes and updates.
7. Integration and Scalability
 - Ensure the system can integrate with existing WBSRDA systems.
 - Design the application to be scalable for future expansions and additional features.

Technical Requirements & Documentation

- **Technology Stack:** The preferred technology stack would be open-source platform both for frontend & backend database.
- **Hosting and Deployment:** The application would be hosted on MEITY empaneled cloud server provider & the location of the server would be in India. Specification is stated below:
 - Processor: 32 Core
 - RAM: 128 GB
 - Storage: 500 GB Storage
 - OS: Windows
 - Public IP: 1
 - With Backup facility
- **Security Measures:** The agency needs to incorporate OWASP Top 10 security principle in their report to minimize and/or mitigate security risks. Security Audit of the application to be done before go-live of the application.
- **Documentation:** Provide comprehensive documentation, including user manuals, technical guides etc.
- **Training and Support:** Offer training sessions for end-users and administrators. Provide ongoing technical support and maintenance services within the warranty periods.

Annual Maintenance

- Long-distance maintenance via remote access to the cloud server for 1 year.
- On-site maintenance provision on a case-to-case basis.
- Software bug fixation.
- Correction of basic logical errors upon request.
- Communication and online support with the client.
- Onsite visits on a case-by-case basis.
- Updating the operating system, supporting software versions, and patches.
- Server maintenance.
- Remote re-installation of software for server changes.
- Remote restoration of software in case of system crashes.
- Backup restoration and scheduling.

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- Backend requests for data deletion, updating, import, and export.
- Uploading spatial & attribute data as required provided by WBSRDA.
- Within the initial one-year warranty period all the above should be covered
- The Maintenance contract would be renewed within the warranty period if required by WBSRDA with mutually agreed terms and conditions with approval of the competent authority.

Change Request (CR) / Enhancement of the Application

- A transaction used to request a change or enhancement to the application is termed as Change request or enhancement.
- Like an SRS Customization Document, a CR document needs to be created.
- Must pass through an approval process involving the WBSRDA's single point of contact and Agency.
- It includes a time estimate which needs to be provided by the agency for the requested changes by WBSRDA.
- Enhancement can be of multiple types which is beyond primary scope of the work & which is beyond SRS. This can be:
 - Migration of the database
 - Change in the existing workflow for any module.
 - Change in the underlying structure, role, etc.
- Within the period, there are certain changes in the application which need to be performed with mutual understanding & proper documentation of change request from the department. The bidder needs to define the CR rate in the prescribed financial bid format. The CR Rate will be there which may not be considered at the time of evaluation but as a rate contract for further enhancement of the application.

Scope of the Work

- Development of Web Based Application
 - Requirement Analysis, Development & Implementation of Web Application
 - Selection of Model District / Block
 - Uploading of Road & Other Related data
 - Use Acceptance Testing (UAT)
 - Go Live
- Hosting of the Application in MEITY empanelled Cloud Server
- Purchasing of Google API on actual basis
- Uploading of other District wise Road & Other related Data after Go-Live as and when required.
- Annual Maintenance of the Application

Bidder Eligibility Criteria:

1. The bidder should be a company registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008. Depending on the type of entity following documents need to be submitted:
 - a. Attested copy of affidavit of Sole Proprietary (for Proprietary firm).
 - b. Attested copy of Partnership deed along with amendments and proof of registration (for Partnership firm).
 - c. Memorandum & Articles of Association, Certificate of Incorporation, authorized, subscribed, and paid-up capital (for Limited /Private Limited Companies).
 - d. Attested copy of the certificate of registration from the Registrar of Co-operative societies (for Co-operative society).
 - e. Original documents may be required for verification.
2. Company Legal documents:
 - GST Registration Certificate
 - Income Tax Return of last 3 Year 3 financial year ending 31st March 2023
 - Copy of PAN
 - Articles of Association/ Company
 - Registration (depending on company type)
3. Annual Sales Turnover Minimum average annual turnover of Rs. 1.00 crores in the last three financial year i.e. FY-2020-21, FY-2021-22, FY-2022-23. Copy of audited balance sheet and profit-loss account duly sealed and signed by auditor/CA to be submitted.
4. Positive Net Profit: The bidder should have a profit-making organization throughout its existence (Net Profit)
5. Quality Certificate: ISO 9001:2015 Copy of the valid certificate to be provided.
6. The bidder should have successfully executed at least One software related assignment / Supply & installation of IT based product with Govt. / PSU in India. Value of the assignment must be greater than INR 50 lacs.
7. At least Ten (10 Nos) of manpower on payroll during the last 3 months, with specific IT and geospatial background personnel. EPF/ESI Statement of the last 3 months or latest whichever is applicable.
8. Application hosted on cloud of MeitY empanelled cloud service provider. Authorization letter issued by MeitY to the cloud service provider with MeitY empanelment letter latest of the cloud service provider to be submitted.
9. Power of Attorney: The bidder shall submit the Power of Attorney of Authorization for signing the bid in Rs.100.00 Non-Judicial Stamp Paper.
10. Joint Venture / Consortium is not allowed. Declaration as a sole bidder with bidder's letterhead needs to be submitted.

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The selection of Successful Bidders shall be made on the basis given as follows:

- a) The initial short listing of the Bidders will be made on the basis of marks (**at least 60% marks need to be assured in Stage-I for further process**).

This process denoted as Stage-I :

Sl. No.	Criteria	Parameter	Maximum Marks	Category	Supporting Documents
A	Company Turnover	Average Annual Turnover in last three financial year (2020-21, FY-2021-22, FY-2022-23)	20	> 1 cr. to <=3 cr. (5 Marks)	Audited Balance sheets of 2020-21, FY-2021-22, FY-2022-23
				> 3 cr. to <=5 cr. (10 Marks)	
				> 5 cr. (20 Marks)	
B	Experience in similar type of work	The bidder should have successfully executed Similar Geospatial based Road Monitoring Application or experience in at least One software related assignment / Supply & installation of IT based product for any Govt. Departments/PSU in India. Value of each of the assignment must be greater than INR 50L.	25	> 50 lacs. to <= 1 cr. (15 Marks)	Completion certificate / Go live document issued by client
				> 1 cr. to <=2 cr. (20 Marks)	
				> 2 cr. (25 Marks)	
C	Presentation	Technical Presentation of the Proposed System with Solution Proposed and Demonstration of understanding of the Organization's requirements etc., online Demo of Solution.	40	Bidder's Understanding of the Project requirements on TOR	
D	Quality & Security Certificate	The bidder should have Quality & Security Certificate	15	ISO 9001:2015 (5 Marks)	Necessary Certificates
				ISO 27001:2013 (5 Marks)	
				ISACA CMMI Level 3 & above (5 Marks)	

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- b) The Successful Bidders who will fulfil the Stage-I will be selected for financial evaluation. This process denoted as Stage-II.
- c) After opening the financial bid of the Qualified Bidders in stage-II, the financial evaluation shall be made.
- d) Intending bidders may download tender documents from e-procurement portal of our website: www.wbtenders.gov.in **from -05/07/2024 17:00 Hours to -29/07/2024(up to 16:00 Hours)**. The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **17:00 hrs (as per server clock) on --29/07/2024.**

- Tender Inviting Authority will not take any responsibility for the delay caused due to non-availability of internet connection or traffic jam etc. for on-line bidding.
- **Earnest Money /Bid Security: Earnest Money Deposit (EMD) shall be deposited by online mode only** following memorandum of the Finance Department Audit Branch Memo No. 3975-F(Y) dated. 28.07.2016 (GRIPS) as reproduced below:

1. Login by bidder:

- a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/Autonomous Body/Local Body/ PRIs, etc. shall login to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender Fee for that tender by selecting from either of the following payments modes:
 - i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii) RTGS/NEFT in case of offline payment through bank account in any Bank.

2. Payment procedure:

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

- i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
- ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/local Body/PRIs,

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etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

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

b) Payment through RTGS/NEFT:

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

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

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

iv. If verification is successful, the fund will get credited to the respective Pooling account of the State Government /PSU/ Autonomous Body/Local Body/PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

v. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

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

3. Refund/Settlement Process:

i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective Bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.

iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded,

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through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.

v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –

a) EMD of the L1 bidder for tender of State Government offices will automatically get transferred from the pooling account to the State Government deposit head 1/8443-0 -103-001-07" through GRIPS along with the bank particulars of the L1 bidder.

b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc. will automatically get transferred from the pooling account to their respective inked bank accounts along with the bank particulars of the L1 bidder.

In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

vi. The Bank will share the details of the GRN generated on successful entry in GRIPS with the E-Procurement portal for updation.

vii. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head 1/0070-60- 800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc. tenders.

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

Earnest Money deposited through any other mode shall render the bid invalid as per Government of West Bengal, Finance (Audit) Department Memo No. 2365-F(Y) dated 12/04/2018.

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- The pre-qualification (Technical Bids) documents will be opened on **-31/07/2024 at 17:00** hours by the authorized officers.
- Tender Inviting authority reserves the right to call for original document for verification from successful bidder(s) only in case of exceptional circumstances.
- The results of the technical evaluation shall be made public on e-procurement systems following which there will be a period of **02 (TWO) days** during which any bidder may submit **complaint** which shall be considered for resolution before opening the financial bid.
- The Financial bid of the technically qualified bidders will be opened for evaluation and the financial bid of non-qualified bidders will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line only.
- Tender Inviting authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any point of time prior to the issuance of work order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the authority's action.
- Acceptance of Tender (AOT) will be issued after approval of competent authority.
- GST, Cess, Taxes and Duties if any at applicable rates will be deducted from the bill of the contractor.
- **L1 bidder to submit Rs. 5000 only (for Two Sets) for formal agreement cost at Executive Engineer office to execute the formal agreement.**

The authority reserve all rights to accept or reject any offer without assigning any reason what so ever.

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B) List of Important Dates of Bids: -

Sl No.	Particulars		Date	Time
1	Published Date	On	-05/07/2024	17:00 Hrs.
2	Documents Download / Sale Start Date	From	-05/07/2024	17:30 Hrs. (as per Server Clock)
3	Documents Download / Sale End Date	To	-29/07/2024	16:00 Hrs. (as per Server Clock)
4	Bid Submission Start Date	From	-05/07/2024	17:30Hrs. (as per Server Clock)
5	Bid Submission End Date	To	-29/07/2024	17:00Hrs. (as per Server Clock)
6	Pre-Bid Meeting	On	-16/07/2024	12.00 Hrs.
	Place of Pre-Bid Meeting	Office of the Executive Engineer,HQ,Panchayats and Rural Development Department, Government of West Bengal, Joint Administrative Building, Sector III, Salt Lake, Kolkata 700106		
7	Bid Opening Date (Technical)	On	-31/07/2024	17:00 Hrs. (as per Server Clock)
8	Bid Opening Date (Financial)		After Evaluation of technical Bid	
9	Place of Opening Bid	Office of the Executive Engineer, HQ,Panchayats and Rural Development Department Government of West Bengal, Joint Administrative Building, Sector III, Salt Lake, Kolkata 700106		
10	Officer Inviting Bid	Office of the Executive Engineer, HQ,Panchayats and Rural Development Department Government of West Bengal, Joint Administrative Building, Sector III, Salt Lake, Kolkata 700106		
11	Last Date of Bid Validity	120 days from the date of opening of Financial Bid		

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No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line. No individual intimation will be given.

16.1 Submission of tender: If there is any deficiency in the submitted/uploaded documents as stipulated in the clauses the tender will summarily be rejected.

a. **General Process of Submission:**

Tenders are to be submitted online through the website <https://wbtenders.gov.in>. Bidders are required to upload all the tender documents/forms/annexures along with the other documents, filled in strictly as per formats as asked for in the tender. Tenders are to be submitted in two folders- one is Technical proposal and other is Financial Proposal. The Bidder shall carefully go through the documents and prepare/download the required documents/forms/annexures and upload the scanned documents/filled in forms/annexures in Potable Documents Format (PDF) to the portal in the designated locations of Technical Bid along with the Price Bid Sheet of BOQ duly filled in the rates of items in the designated Cell after downloading the same.

16.2 Technical Proposal

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two folders.

16.2.1 Statutory Cover

A. Contents of “Drafts” folder

- i. Bid Security (EMD): Copy of Bid Security (EMD) Document.
- ii. Power of Attorney: Scan Copy

B. Contents of “Annexure” folder

- i. Bid Proposal: Annexure-I
- ii. Other Annexure (Annexure-II: LOA; Annexure-III: Issue of Notice to Proceed with the Work; Annexure-IV: Standard form of Agreement)

C. Contents of “NIT” Folder

- i. Mandatory Condition: Form-I
- ii. Check List: Form-II.

Only downloaded copies of the relevant documents are to be uploaded and digitally signed by the bidder.

16.2.2 Non-Statutory Cover (My Document)

A. Company Details: Copy of the following documents:

- I. Registration Certificate of the company
- II. PAN Card.

- III. GST registration certificate.
- IV. EPF certificate.
- V. Details of Technical Manpower as follows :
 - a) Project co-ordinator,
 - b) Project Manager,
 - c) Software Developer,
 - d) Web Developer,
 - e) API Developer,
 - f) Database Administrator

B. Other Documents as declared in Form –I of Mandatory condition

16.3 **Financial Proposal: Bill of Quantities (BOQ):**

The bidder shall quote the rate in the space marked for quoting rate in the Price Bid Sheet of the downloaded BOQ file. **There is no provision of escalation of price during the contract period.**

- 16.4 **Submission of documents of Tender Fee and Earnest Money:** Original Document i.e., Tender fee and Bid Security (EMD) in original shall be submitted before opening of Techno Commercial Bid as per schedule in the following office.

**The Executive Engineer, WBSRDA(H.Q)
Joint Administrative Building (6th Floor),
Block-HC/7, Sector-III, Bidhannagar,
Kolkata – 700106
Phone No.033-2334-6162**

17. **Validity of Tender:**

The offer against tender shall remain valid for a minimum period of 90 days from the date of opening of the price bid document. However, WBSRDA may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

18. **Opening and evaluation of tender:**

19.1 **Technical Proposal:**

- 19.1.1 **Technical proposals for those bidders whose Bid Security (EMD) have been received will only be opened.**

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19.1.2 While evaluation, the Tender Inviting Authority may summon of the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

19.2 Financial Proposal:

19.2.1 Financial proposals of the bidders, who are technically eligible as per clause no. 5.3, will only be opened. Date of opening of financial bid will be intimated to such qualified bidders through web portal.

19.2.2 After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.

19.2.3 For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

19.2.4 WBSRDA may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

20. **Taxes, Duties and other levies:** No custom duty will be paid by WBSRDA, GST will be paid as per prevailing rate.

21. **Time Schedule:** The basic consideration and the essence of the Contract shall be strict adherence to the time schedule as it will be specified in the contract for Delivery and installation & services in work order to be issued from WBSRDA as per table appended below. **There is no provision of escalation of price during the contract period.**

Particulars	Timeline
Project Kick-off & Collection of Input Data from the Department (for One or 2 Districts)	5 Days from The Date of Work Order
SRS Preparation & Approval	7 Days After Project Kick-off
Design, Development & UAT	45 Days from the Date of SRS Approval
Server Purchase, Google API Purchase, Security Audit & Go-Live	15 Days from the Date of UAT
Uploading of District wise Data	Continuous process maximum for 6 Months
Hosting of the Application on Cloud Server	Minimum 12 Months from the date of go-Live
Warranty	One Year from the date of Go-Live
Annual Maintenance	Before one month of the warranty period end, the Department will renew the AMC if require

22. **Right to reject Bids:** WBSRDA reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSRDA's action.
23. **Mandatory Condition:** The bidder shall provide documentary evidence satisfactory & acceptable to WBSRDA to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in Form-I.
24. **Sub-Letting of Contract:** Under no circumstances the selected bidder shall assign or sub-let this contract or any substantial part thereof.
25. **Settlement of Disputes:** In case of any dispute arising out the contract, the same should be settled through meeting between the WBSRDA and the contracting agency at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of High Court at Kolkata only.
27. **Issue of LOA:** WBSRDA will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily WBSRDA shall be the sole judge in this regard.
28. **Acceptance of LOA:** The successful bidder shall submit written unconditional acceptance of LOA within 7 (seven) days from date of issue of the LOA. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

Date of Acceptance of LOA (Letter of Award) shall be considered as zero date.

29. **Subcontracting:** Subcontracting is not allowed.
27. **Personnel:** The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.
29. **Disqualification of Vendors:** Adverse report / remark on entire service against the order from WBSRDA may disqualify the candidature of the vendor at any point of time.
30. **Power of attorney:** To be qualified for evaluation and finalization of NIT, intending agency shall submit a written power of attorney on a non judicial stamp of Rs. 10/- authorizing the signatory of the NIT to act on behalf of the NIT.

Development and Implementation of Road Priority Management System

31. **Communication:** The successful bidder, for communicating with WBSRDA, for this job may use the following modes.

FAX No.

Telephone No.

E-mail ID:

32. **Annual Technical Support (ATS):**

The Software supplied & installed by the contractor, will have ATS for trouble free operation for a period of 1(one) calendar years after completion of the work. Further, during this period, it will be responsibility of the bidder to maintain and support the system fully and ensure proper availability of service. The provision for up gradation of software/patch/license if required, and necessary services for maintenance of all the above shall be bidder's responsibility without any extra cost.

33. **Operational Training:**

Necessary operational training is to be provided by the vendor to WBSRDA's Officers. Training is considered an essential element of this project.

Sd/-

Executive Engineer (H.Q),
West Bengal State Rural Development Agency
HC-7 Bidhan Nagar 6th. Floor, Kolkata-700106

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Quantities for Financial Proposal (to be Submitted Online only)
(Price inclusive of all taxes & duties of all the items and Services)

Sl. No.	Description	Quantity	Unit	Basic Rate(Including all taxes and GST)	Total Amount With taxes and GST
Implementation Cost					
1.	Development of Web Based Solution				
	Requirement analysis, Design & Development of Road Work Priority Management System for WBSRDA, West Bengal with One Year Warranty and necessary support	1	Per Server License		
2.	Security Audits				
	Security Audit of the Application (1 time before Go Live)	1	Per Audit		
3.	Cloud Server Hosting Charges				
	Production Server with Backup facility	12	Monthly		
Other Cost					
4.	Annual Maintenance Contract				
	AMC After one Year Warranty	1	Yearly		
5.	Change Request / Enhancement of the Application				
	Change Request / Enhancement of the Application (This is Optional, and payment will be done on actual working hour if required)	500	Hourly		

Note:-Necessary Google Map API service cost will be paid on Actual basis on submission of Original Bill.

SECTION: II
General Conditions of Contract [GCC]

GCC.1 General Terms:

- GCC.1.1.** The WBSRDA reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.
 - GCC.1.2.** Information relating to the examination, evaluation, comparison, and post qualification of NIT, and recommendation shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
 - GCC.1.3.** Any attempt by participating agency to influence the NIT authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
 - GCC.1.4.** From the time of bid opening to the time of Contract award, if any bidder wishes to contact the authority publishing NIT on any matter related to the bidding process, they are allowed to do so in writing.
 - GCC.1.5.** Necessary PBG (Performance Bank guarantee) shall have to be deposited by the agency as performance security after getting the award of work.
 - GCC.1.6.** Liquidated damage as per details to be provided in NIT shall be applicable in case of non-performance.
 - GCC.1.7.** Legal jurisdiction for any arbitration would be within The Calcutta High Court only.
 - GCC.1.8.** The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
 - GCC.1.9.** The agency shall nominate a person as single point of contact who shall liaison with the Nodal officer of WBSRDA.
- GCC.2. Force Majeure:** Bidder shall have no liability if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of Bidder. However, such force-majeure circumstances are to be

Development and Implementation of Road Priority Management System

intimated immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSRDA.

GCC.2. Contractor's Risks: All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract.

GCC3. Insurance: The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to Equipment;
- (b) loss of or damage to property in connection with the Contract; and Personal injury or death.

GCC4. Safety: The Contractor shall be responsible for the safety of all activities on the Site.

GCC5. Instructions: The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

CGC6. Dispute Redressal System: If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Executive Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.

The composition of the Empowered Standing Committee will be:

- I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
- II. One official member not below the rank of Chief Engineer; and

- III. One non-official member who will be technical expert of Chief Engineer's or Superintending Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.

The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.

The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of 5% (five percent) of the Initial Contract Price, he will be free to approach the courts applicable under the law.

GCC.3 Performance Guarantee:

GCC.3.1. As contract security, the successful bidder has to furnish a performance guarantee on 10% of Contract Value in the form of Bank Guarantee on non-judicial stamp paper of Rs. 100/- by any Schedule Bank in India. The performance Security Deposit is liable to be encashed in case of noncompliance to the LOA or failure to undertake satisfactory execution and maintain smooth operation for 3 (three) years. The Performance Guarantee shall be submitted within ten days (10) from the date of issue of LOA. Validity of BG will be 3 years from the date of acceptance of Developed software for web-based Vehicle Tracking System and claim period will be further 3 months if necessary.

GCC.3.2. Address of Submission:

The Executive Engineer, WBSRDA, (H.Q.)
Panchayats and Rural Development Department
Govt. of West Bengal,
Joint Administrative Building (Floor-6A),
Block-HC-7, Sector-III, Bidhannagar,
Kolkata – 700106.

GCC.4. Arbitration & Legal jurisdiction:

GCC.4.1. During execution of this contract, if any dispute arises thereby, shall be settling amicably between WBSRDA and bidder to the extent possible.

GCC.4.2. The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of High Court at Kolkata only.

GCC.5. Liquidated damage: The timely completion of entire project including handing over the system to WBSRDA as per "Time schedule" Clause is the basic consideration and essence of the contract and WBSRDA. Reserves the right to repudiate the contract if the successful

bidder fails to complete the work within stipulated period for completion. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage indicated herein below.

GCC.5.1. Delay in implementation of the project: If the successful bidder fails to complete the work within the stipulated time as stated in the Clause of “Time Schedule”. A L.D. at the rate of 1% of the contract value per week of delay or part thereof subject to a maximum of 10% of contract value of project cost shall be imposed on the successful bidder. The work will be treated as finished only when successful supply, installation, commissioning, and user training and handover-takeover of the software is complete. L.D. if applicable will be recovered from any outstanding bills.

GCC.6. Submission of bills for payment: All the bills in triplicate with relevant papers, documents are to be submitted to the WBSRDA.

GCC.7. Terms of Payment:No advance payment will be made against this order in any circumstances for turn-key implementation of entire project.

GCC.7.1.Payment on trouble free operation:Bill amount would be as per the following Billing Milestones

a. Development of required solution (Web Application)

- i. 30% on Completion of development
- ii. 20% on UAT
- iii. 30% on Go Live
- iv. 20% After 1 year from the date of completion

b. Security Audits

- i. 100% payment after Security Audit and after Go-Live

c. Google API

- i. 100% Monthly payment after submission of Monthly Bill, bill will be disbursed on quarterly basis

d. Cloud Server Hosting Charges

- i. Monthly payment before starting of the immediate Month (before installation of the application on respective server)

e. Change Request (CR) and Onsite Manpower Support Services:

- i. For Change Request after completion of the CR work

f. For AMC of the Software

- i. Quarterly Payment before the start of the next immediate quarter.

GCC.8. Contract Period: Bidder shall provide necessary service for a period of 18 (Eighteen) months from the date of issue of work order.

GCC.9. Risk Purchase / Performance: If the vendor fails to complete the job, WBSRDA shall be entitled to execute the job through the best and nearest substitute available.

GCC.10. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT:

GCC.10.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

GCC.10.2. Any attempt by a bidder to influence the tendering authority or other officials in the examination evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of hisbid.

GCC.10.3. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

GCC.10.4. All information related to scope of work and available asset of party without prior written consent of WBSRDA is strictly confidential and will not disclose it to any third party without prior written consent WBSRDA. The contractor shall have to enter into a Contract Agreement within 10 (ten) days from date of issuance of Letter of Acceptance (LOA) with West Bengal State Rural Development Department (WBSRDA) for the proper fulfilment of the contract as per prescribed proforma.

GCC.10.5. All materials provided to the Purchaser by bidder are subject to Country and West Bengal Public disclosure laws such as RTI etc.

GCC.10.6. The supplier's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Supplier its written consent.

GCC.11. Cancellation/Termination of Order:

WBSRDA shall have the right to repudiate the contract for the following causes and may also lead to cancellation of LOA.

GCC.11.1. Non acceptance of LOA as per "Acceptance" clause.

GCC.11.2. Non submission of Performance BG within time.

GCC.11.3. If failed to supply, installation, commissioning and training within the stipulated time period.

GCC.11.4. In each above cases 15 days termination notice shall be issued prior to termination of LOA/Agreement.

Sd/

Executive Engineer (HQ)

**West Bengal State Rural Development Agency
Block-HC/7, Salt Lake City, 6th Floor, Kolkata-700106**

Development and Implementation of Road Priority Management System

No. 1691/1(7)/WBSRDA/2E-66/2024

Dated: 04/07/2024

Copy forwarded for kind information and wide publication to: -

1. The Additional Secretary to the Govt. of West Bengal, P&RD Deptt. & ACEO, WBSRDA
2. The Chief Engineer,P&RD Deptt, Govt. of West Bengal
3. The Superintending Engineer, (All) P&RD Deptt, Govt. of West Bengal
4. The Executive Engineer, (All) P&RD Deptt, Govt. of West Bengal
5. PA to the Secretary, P&RD Deptt., Govt. of West Bengal
6. IT cell, P & RD Department for putting in Departmental website.
7. Office Notice Board.

Sd/-

Executive Engineer (HQ)

**West Bengal State Rural Development Agency
Block-HC/7, Salt Lake City, 6th Floor, Kolkata-700106**

West Bengal State Rural Development Agency

Tender Notice No..... Dated.....

BID PROPOSAL

Form

Bidder's Name and Address :
Contact person :
Designation :
Telephone No. (Land Line & mobile) :
Fax :
Tender Reference :

To
The Executive Engineer,
WBSRDA (H.Q)
P&RD Department,
Govt. of West Bengal
Joint Administrative Building (6th Floor),
Block-HC/7, Sector-III, Bidhannagar,
Kolkata – 700 106
Phone No.033-2334-6162

Sub:Development and implementation of Road Priority Management System in all roads
under Panchayats & Rural Development Department in West Bengal

Dear Sir,

1. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Tender, do hereby proposed to execute the contract as per specification as set forth in your Bid-Document.

2. PRICES AND VALIDITY :

- 2.1.The ex-works prices of all items/equipments and rate of erection, commissioning etc. stated in the bid are FIRM during the entire period of contract irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding

Development and Implementation of Road Priority Management System

Documents. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred and eighty) days from the date of opening of the price bids. We further declare that prices stated in our proposal are in accordance with your bidding.

2.2. We confirm that our bid prices include all other taxes and duties and levies.

2.3. No custom duty will be paid by WBSRDA, GST will be paid as per prevailing rate.

3. BID GUARANTEE :

We have enclosed a Bid Security (EMD) in the form RTGS/NEFT/CBS system drawn in favour of WBSRDA for an amount of Rs.....

4. WORK SCHEDULE :

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded.

5. CONTRACT PERFORMANCE GUARANTEE :

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to ten percent (10%) of the Contract Price as stipulated in Bid document in the form of Bank Guarantee in your favour and enter into a formal agreement with you within 10 (ten) days from the date of placement of Letter of Award.

Dated..... this.....day of2022

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-II

Letter of Acceptance

Notes on Standard Form of Letter of Acceptance

This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

[Letter head paper of the Employer]

[Date]

To:

[Name of the Contractor]

[Address of the Contractor]

This is to notify you that the Employer, namely, _____ has accepted your Bid dated _____ for execution of the _____ *[name of the Contract and identification number, as given in the Contract Data]* as mentioned in the EOI.

_____ *[amount in figures and words]* is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, for an amount of Rs. _____ within 10 days of the receipt of this Letter of Acceptance valid up to 3 year after successful Go-live i.e. up to and sign the Contract.

Development and Implementation of Road Priority Management System

2. You are also requested to indicate your nominee as required.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment:

(b) Issue of Notice to Proceed with the Work
(Letter head of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sir:

Pursuant to your furnishing the requisite Performance Security as stipulated in EOI and signing of the Contract for the _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory,
authorized to sign on behalf of
Employer)

(c) Standard Form of Agreement
Standard Form: Agreement
Agreement

This Agreement, made the _____ day of _____ 20_____,
between _____

_____ [name and address of Employer]

(hereinafter called “the Employer”) of the one part, and

_____ [name and address of
Contractor] (hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute _____

_____ [name and identification number of Contract] (hereinafter called “the Works”) and
the Employer has accepted the Bid by the Contractor for the execution and completion of such Works
and the remedying of any defects therein at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects within the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Development and Implementation of Road Priority Management System

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
- i) Letter of Acceptance;
 - ii) Notice to Proceed with the works;
 - iii) Contractor's Bid;
 - iv) Contract Data;
 - v) Special Conditions of Contract and General Conditions of Contract;
 - vi) Specifications;
 - vii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

Form of unconditional Bank Guarantee from Contractor for _____ [To be specified later]

Form - I

West Bengal State Rural Development Agency

Tender Notice No.....Dated.....

To____[name of Employer]

_____[Address of Employer]

WHEREAS

[name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No.____dated _to execute _____[name of Contract and brief description of Works] (herein after called “the Contract”):

AND WHERE AS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in as security for compliance with his obligations in accordance with the Contract;

AND WHERE AS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of____ [amount of guarantee] _____[in words], such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____ [amount of guarantee] as aforesaid without your needling to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waved the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the forms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee and we hereby wave notice of any such change, addition or modification.

This guarantee shall be valid until 45 days from the date of expiry of the defects Liability Period.

Signature and seal of guarantor _____

Name of Bank _____

Address _____

Date _____

An amount shall be inserted by Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and dominated in Indian Rupees.

Mandatory Condition

Sl. No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No.
1	Average Annual Turn Over during the last three financial years i.e. 2018-19, 2019-20 & 2020-21 must be at least Rs. 1.00 Cr.	Provide the turnover in a separate sheet (as per FORM-II) with Auditor's signature along with copy of balance sheet for mentioned years as supporting document duly attested.	
2	Must have capability to maintain installed Software's efficiently. The Bidder should have Technical Support facility available in India.	Contact person address, email and phone no	
3	Whether Blacklisted by any Govt. organization across India from the year 2016	Undertaking to be given	
4	Conflict of Interest as per clause no. GCC 1.8	Undertaking to be given	
5	Must Comply with all statutory obligations.	Provide the following required nos. In a separate sheet (as per FORM-II) duly attested with following supporting documents: i. Copy of PAN Card ii. EPF registration certificate iii. GST registration certificate iv. Trade license	
6	Credential certificate for last three (3) years	i. The bidder shall submit the documentary proof of orders received. ii. Self-declaration mentioning order reference for ongoing / satisfactory completion work with supporting documents (above details as per FORM-II)	

N.B.: Each page of all the documents/copy of certificates should be submitted with attestation by the authorized signatory and with seal & date.

West Bengal State Rural Development Agency

Tender Notice No.....

Dated.....

Details of information to be provided in support of Mandatory condition (copy of supporting documents to be submitted with the bid)

Sl. No.	Item Details	Details		
1	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No., of the bidder			
2	Communication details of Service Centre			
3	Tender Fee details			
4	EMD details with validity & expiry date			
5	PF Registration No.			
6	Permanent Account No. (PAN)			
7	GST Registration No.			
8	Company Registration No.			
9	Average Annual Turn Over during the last three financial years must be at least Rs.1.00 Cr.	2020-21 (Rs. in Lakh)	2021-22(Rs. in Lakh)	2022-23 (Rs. in Lakh)
10	Orders received and executed by the bidder	Organization where worked with contact Telephone No. and FAX No.	Order No. and Date with Value of the Order	Self declaration mentioning order reference for ongoing/satisfactory completion work with supporting documents.

Date: _____ Place: _____	Seal	Signature of Authorized Person
---	-------------	---------------------------------------

FORMAT FOR THE AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public)

I, (name of the authorised representative of the bidder) son/daughter of resident of (full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number date issued by (authority inviting bids) for (name and identification of work) are true and correct.
2. *I hereby certify that I have been authorised by (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Date: _____ Place: _____	Seal	Signature of Authorized Person
---	-------------	---------------------------------------

FORM OF BID FOR PART I OF THE BID

Technical Qualification Part I of Bid

The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid.

Tender Notice No.....Dated.....

To____[name of Employer]

_____ [Address of Employer]

Description of Works

Dear.....

1. Having read the Bidding Documents, Requirements for submission of documents in relevant clauses, and acceptance of provisions for Fraud and Corruption in the Bidding Document, I/we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.
2. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.
4. I/we undertake to carry out the works of throughout the contract period as per the offered rate accepted by the Employer.

Date: _____ Place: _____	Seal	Signature of Authorized Person
---	-------------	---------------------------------------

Form of Bid for Part II of the Bid

Technical - Financial Part II of Bid

The Bidder shall fill in and load this form for Part II of Bid separately from the form for Part I of the Bid

Tender Notice No.....Dated.....

To ___[name of Employer]

_____ [Address of Employer]

Description of Works

Dear.....

1. With full understanding that Part II of our bid will be opened only if I/ we qualify on the basis of evaluation in Part I of the Bid, we offer to execute the works described above, remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, Specifications, Drawings and Bills of Quantities accompanying in Part II of the Bid.
2. This Bid and your written acceptance of it shall constitute a binding contract between us. I/ we understand that you are not bound to accept the lowest or any bid you receive.
3. I/ we undertake to commence the works on receiving the Notice to Proceed with the Work in accordance with the Contract Conditions.
4. As mentioned in Part-I of my/our bid, I/we undertake to carry out the works of Routine Maintenance throughout the contract period within the tendered amount.
5. All the technical specification of Server/s, License, SMS Gateway, exact configuration of different hardware and software components etc. will be uploaded in Financial Proposal (Mentioned as :Stage II) in .pdf.

Date: _____ Place: _____	Seal	Signature of Authorized Person
---	-------------	---------------------------------------

Declaration for office setup in West Bengal from Bidder for
_____ [To be specified later]

West Bengal State Rural Development Agency

Tender Notice No.....Dated.....

To____[name of Employer]

_____ [Address of Employer]

Description of Works

Dear.....

With full understanding that bidders selection criteria Stage-I, if I/ we qualify on the basis of evaluation in Part I of the Bid, we will set up our branch office in the state of West Bengal before issuance of work order.

Date: _____ Place: _____	Seal	Signature of Authorized Person
---	-------------	---------------------------------------

ADDITIONAL TERM & CONDITION OF THE SBD

Issued to (Bidder):
Postal Address with Contact No. & e-mail

Price – Free of Cost

West Bengal Form No. 2911

Applicable For Works of value up to Rs 25 (Twenty Five) Crore

Tender No. _____, Sl. No. _____ of _____ (Year)

**TENDER AND CONTRACT FOR WORKS
GENERAL RULES AND DIRECTIONS FOR GUIDANCE OF
BIDDERS/CONTRACTORS**

(A) Applicable for off-line tenders up to Tender Value of Rs. 5.0 lakh

1. All work proposed for execution by contract will be notified in the form of invitation to tender posted in concerned departmental website, e-procurement portal of the Government of West Bengal (<https://wbtenders.gov.in>) and to be published in local news paper for wide circulation also in the notice boards at public places signed by the Tender Inviting Authority.

This form will state the work to be carried out, the date for submitting and opening of tenders as well as the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, the amount of security deposit to be deposited by the successful bidder and the percentage, if any, to be deducted from bills. Copies of the specification, design & drawings and other documents required in connection with the work, signed for the purpose of identification by the Authority inviting Tender shall also be open for inspection by the contractor at the office of the Tender Inviting Authority during Office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of absence of any of the partners, it must be signed on his/her behalf by a person holding a Power-of-Attorney authorizing him/her to do so. Such power-of-attorney is to be produced with the tender, and in the case of a firm carried on by one member of a joint family; it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Acceptance of measurements entered and bills raised on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he or she is willing to undertake the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the sealed envelopes.

5. The Tender Inviting Authority or his/her duly authorized representative will open tenders in presence of intending contractors/bidders who may be present at the time, and

will enter the bid amounts as percentage rates above or below or at par of the tender BOQ of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt shall thereupon be given to the contractor/bidder who shall thereupon for the purpose of identification, sign copies of specifications and other documents mentioned in the Rules. In the event of a tender being rejected, the earnest money with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided, provided the contractor(s) present himself/herself before the Tender Inviting Authority to take the earnest money refund.

6. The accepting authority reserves the right to reject any or all of the tenders without assigning any reasons to the participating bidders and he/she will not be bound to accept either the lowest tender or any of the other tenders.

7. Receipt of an accountant or clerk for any money paid by the contractor/bidder will not be considered as an acknowledgement of payment to the Tender Inviting Authority and the contractor shall be responsible for ensuring that he/she procures a receipt signed by the Tender Inviting Authority, or a duly authorized representative.

8. The Memorandum of work tendered for, and the schedule of materials to be supplied by the executing Department at their supply/issue rates, shall be filled in and completed in the office of the Tender Inviting Authority before the tender form is issued. If a form is issued to an intending bidder/contractor without having been so filled in and completed, he/she shall request the office to have this done before he/she completes and delivers his/her tender.

(B) Applicable for e-tenders of value above Rs. 5.0 Lakh

1. All works of tender value above Rs. 5.00 lakh proposed for execution through this contract document are to be notified and published in the form of notice inviting e-tender (e-NIT) in the designated official tender website of Government of West Bengal having URL <https://wbtenders.gov.in>, and uploaded simultaneously in the URL of concerned Department inviting Tenders. Thus the tender may be seen and downloaded by logging into the “e-procurement” link provided therein, digitally signed by the concerned Tender Inviting Authority and its corresponding abridged notice also published on the same date in the print media.

2. This e-Notice Inviting Tender (e-NIT) will state the work to be carried out, the date for encrypting (submitting) and decrypting (opening) of e-tenders, the time allowed for carrying out the work; amount of earnest money to be deposited with the e-tender; procedure for submission of EMD, amount of security to be furnished by the successful bidder/contractor, security/ performance security to be deducted from running account bills, copies of specifications, Bill of Quantities, design and drawings and any other document required in connection with the work, digitally signed for the purpose of identification by the Tender Inviting Authority.

3. Intending contractors/bidders are required to download the e-tender documents directly from the website stated above. Tender is required to be submitted online by the intending bidders by authorized e-Tokens provided as DSC. This is the only mode of e-submission of tender and document(s). All information posted in the website consisting of e-NIT, WB Form No. 2911, Tender Bill of Quantities (BOQ), corrigenda notices and drawings etc., if any, shall form part of the Contract. Details of procedure of submission have been explained under “General Terms & Conditions” and Annexure attached with the notice of e-tender (e-NIT).

4. All the documents uploaded by the Tender Inviting Authority forms an integral part of the tender contract/agreement. Contractors/bidders are required to upload the entire set of tender documents along with other related documents as asked for in the e-tender through the above website(s) within the stipulated date and time as given in the e-NIT. Tenders are to be submitted in two folders at a time for each work, one being the ‘Technical Bid’ and the other ‘Financial Bid’. The contractor/ bidder shall carefully go through all the documents and prepare to upload the scanned documents in Portable Document Format (PDF) in the designated link in the web portal as their Technical Bid. He/she needs to fill up the rates of items/percentage in the BOQ downloaded for the work in the designated cell and upload the same again in the designated link in the portal as their Financial Bid. Documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Contractors/bidders should especially take note of all

the addenda and corrigenda related to the e-tender and upload all of these documents also as a part of their tender document.

5. Documents uploaded by the contractors/bidders with all information & rates comprising Technical and Financial bids cannot be changed after last/end date for submission of the e-tender.

6. Deed of Consortium/Partnership Firm, and documents of their registration in the form of certified copy of 'Form No. VIII,' issued under the Indian Partnership Act, 1932 (Act-IX of 1932), GST, & PAN (Permanent Account Number) as per RBI guidelines/above Rs. 50,000/- may be compulsorily furnished for all contracts and all other statutory clearances defined in the e-NIT.

7. The tender evaluation and accepting authorities reserve the right to reject any or all of the tenders without assigning any reasons and he/she will not be bound to accept either the lowest tender or any of the tenders.

8. Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed. EMD will be forfeited by the Government and the bidder/contractor penalized in terms of provisions in the notice of the tender.

9. Generally Bids will be valid for 120 days from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to that effect.

TENDER FOR WORKS

I/We on behalf of the Governor hereby tender for the execution of the work specified in the underwritten "Memorandum" within the time specified in such "Memorandum" at the rates specified therein, and in accordance, in all respects within the Rules contained in clauses hereinafter, in all of the annexed General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and with such other materials as are provided for, by and in all other respects in accordance and with such conditions so far as applicable.

MEMORANDUM

(a) If several sub-works are included, they should be detailed in a separate list

- (a) General description of work
- (b) Estimated cost put to Tender ... Rs
- (c) Earnest Money Deposit ... Rs.
- (d) Security Deposit (including earnest money) ... Rs
- (e) Percentage, if any, to be deducted from bill ... Rs
.....
(Rupees.....
Percentage.....)
- (f) Time allowed for the work from date of written order to Commencecalendar months.

For offline tender during submission of bid and during execution of Agreement for online tender

Name of Work Tendered	Amount Put to Tender	Rate Quoted by the Bidder (% above or less or at par)	Tendered Amount (Contract Price both in words & figures)

Should this Tender be accepted, I/we hereby agree to abide by and fulfill all of the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor or his/her successions in office, the sums of money mentioned in the said conditions.

**Give particulars and numbers*

Strike out (a) or (b) as applicable.

A sum of Rs * has been furnished through online net banking/RTGS/NEFT transfer as earnest money deposit [(a) the full value of which is to be absolutely forfeited to the Governor or his/her successors in office, without prejudice to any other rights or remedies of the said Governor or his successors in office. Should I/we not deposit the full amount of security specified in the above 'Memorandum' in accordance with clause I(A) of the said conditions of contract, the said sum of Rs shall be retained by the Government as on account of such security as aforesaid:(b) the full value of which shall be retained by Government on account of the security deposit specified in clause I (B) of the said conditions of contract].

T Signature of Contractor before submission of tender

Dated the _____ Day of _____ 20

X T
(Witness)

X Signature of Witness to Contractor's signature

Address
Occupation

XX Signature of the Executive Engineer/AE on behalf of the Department.

The above tender is here by accepted by me for and on behalf of the Governor of the State of west Bengal

XX

Dated the _____ Day of _____ (Month) _____ (Year)

GENERAL CONDITIONS OF CONTRACT

Clause 1 1.1 Earnest Money - The person/persons who intend to participate in the Tender for an Estimated Amount up to Rs. 25 (Twenty Five) Crore shall have to deposit Earnest Money @ 2% (Two percent) of the Estimated Amount put to Tender or Rs 10 Lakh, whichever is lower.

In case of offline tender earnest money is to be submitted in the form of Bank Draft or Bankers Cheque.

In case of Online Tender (e-Tender) earnest money is to be deposited through e-tender portal (<https://wbtenders.gov.in>) by selecting from either of the following payment modes:

- i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.
- ii) RTGS/NEFT in case of offline payment through bank account in any Bank with his/her tender/quotation as per Memorandum No. 3975-F(Y) dated: - 28.07.2016 of Secretary to the Government of West Bengal, Finance Department. The L1 bidder shall make the Formal Agreement after getting the Letter of Acceptance (LOA) issued by the Tender Accepting Authority. Failure to make the Formal Agreement within the time period as prescribed in the Letter of Acceptance (LOA) for the purpose, may be construed as an attempt to disturb the tendering process and will be dealt with accordingly in a legal manner as deemed fit including blacklisting the bidder.

1.2 Security Deposit - While making any payment to the person(s) whose tender has been accepted (hereinafter shall be called the contractor) for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with

Earnest Money constitute 10% of the tendered value of work actually done.

In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional amount is to be deposited for all such excess/ and supplementary works beyond the tendered amount before payment of final bill.

Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be deducted from the security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Security deduction will not normally be required for hiring of inspection vehicles and boats etc., supply of tools & plants, furniture and computer peripherals. Separate agreement may be required in those cases, particularly for consultancy and RFP for EPC, which shall be made in standard formats to be approved by the Government.

After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period.

Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

Clause 2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Time being deemed to be the essence of the contract on the part of the contractor, the contractor shall be bound in all cases, to achieve the 'Milestones' as defined under Clause 5 and specified in the NIT into various 'Identifiable and quantifiable construction related stages' pertaining to the work. In the event of the contractor failing to comply with any of the conditions related to achieving the 'Milestones' within the specified time period prescribed for such 'Milestone' plus one month, he/she shall be liable to pay compensation.

If the contractor fails to commence and/or maintain required progress viz. Milestones defined in the Notice Inviting Tender over the total time allotted for its full completion and in terms of clause 5 or fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other right or remedy available under the law on account of such breach, pay as agreed compensation to the implementing Department.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work: @ 2% (Two percent) of the tendered value of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of security deposit already withheld or due to be withheld during imposition of the said clause and minimum payable compensation equivalent to the Earnest Money deposited (EMD).

*Compensation
for delay*

Provided always, that the total amount of compensation for delay, to be paid under this clause shall not exceed 10% of the tendered value of work or the tendered value of the item or group of items of the work, for which a separate period of completion is originally given.

Action when whole of security deposit is forfeited

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this contract, if the contractor catches up with the progress of work subsequently, part or full of the desired progress as per the contract in accordance with the decision of the Tender Accepting Authority, under powers delegated by Government to be communicated by the Engineer-in-Charge, the withheld amount shall be released. However, no interest, whatsoever, shall be payable on such withheld amount.

Force majeure :-If the work(s) be delayed for the following reasons:-

Due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

Contractor remains liable to pay compensation, if action is not taken under Clause 3

Clause 3. Subject to other provisions contained in this clause, the Engineer-in-charge with the prior approval of Tender Accepting Authority, may, without prejudice to his/her any other rights, remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provision of the contract or otherwise, and whether the date of completion has or has not been elapsed, by notice in writing, absolutely determine the contract in any of the following cases:

- (i) If the Contractor has been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter;
- (ii) If the Contractor has without reasonable cause suspended the progress of work, or has failed to proceed with the work with due diligence so that, in the opinion of the Engineer-in-Charge he/she will be unable to secure completion of the work by the schedule date for completion, and continues to do so after a notice of seven days in writing from the Engineer-in-charge;
- (iii) If the Contractor fails to complete the work within the stipulated date or the Milestones/items of work within individual dates of completion, if any, stipulated on or before such date(s) of completion and does not complete them or reach the defined Milestones within the period specified in the notice given in writing to that effect by the Engineer-in-charge;
- (iv) If the Contractor persistently neglects to carry out his/her obligations under the contract and/or commits default by not complying with any of the terms & conditions of the contract and does not remedy it, or take effective steps to remedy it, within seven days after a notice in writing is given to him/her to that effect by the Engineer-in-Charge;
- (v) If the Contractor being an individual, or a firm, or any partner thereof, shall at any time be adjudged insolvent or have a 'Receiving Order' or Order for administration of his/her Estate made against him/her, or take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force, or make any conveyance or assignment of his/her effects or composition or arrangement for the benefit of his/her creditor or purport to do so, or if any application be made under Insolvency Act for the time being in force for the sequestration of his/her Estate, or if a trust deed is executed by him/her for benefit of his/her creditors;
- (vi) If the Contractor being a Company pass a resolution or the court delivers an order of judgement that the Company shall be wound up, or if a receiver or a manager on behalf of a creditor be appointed, or if a circumstance arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the court to issue a winding up order;
- (vii) If the Contractor shall suffer an execution order being levied on his/her goods and allows it to be continued for a period of 21 days;
- (viii) If the Contractor assigns without prior written approval of the Tender Accepting

Authority, transfers, sublets (engagement of labour on piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire work or any portion thereof without prior written approval of the Engineer-in-charge;

- (ix) AND THEREFORE, the Contractor has made himself/herself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Government with the prior approval of Tender Accepting Authority, shall have the powers to adopt any of the following actions, as he/she may deem best suited to the interest of the Government:-
- (a) To determine the contract as aforesaid, of which rescission notice in writing and costs to be recovered for works since executed subject to a minimum of the amount of Earnest Money deposited by the Contractor under the hand of Engineer-in-charge, shall be the conclusive evidence. Upon such determination, the Earnest Money Deposit, Security Deposit already recovered for executed works and performance guarantee, if any under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
 - (b) After giving notice to the Contractor to measure up the work executed and to take such whole or the balance or part thereof, as shall be un-executed out of his/her hands, and to give it to another Contractor to complete the balance work. The Contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.
 - (c) To employ labour paid by the implementing Department, and to supply materials, to carry out the works or any part of the work, debarring the contractor and debiting the cost of labour and price of materials (of the amount of which cost and price determined by certificate of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him/her with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his/her contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

Contractors remains liable to pay compensation if action not taken under Clause 3

In the event of above course being adopted by the Engineer-in-charge, the Contractor shall have no claim of compensation for any loss sustained by him/her by reason of his/her having purchased or procured any material or entered into any engagement or made any advances on any account or with a view to execute the work or the performance of the contract. In case, action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract, unless and until the Engineer-in-charge has certified in writing that the performance of such work and value payable in respect thereof, and he/she shall only be entitled to be paid the value so certified.

Clause 3A. In case, the work cannot be started due to reasons not within the control of the Contractor within 1/4th (one fourth) of the stipulated time for completion of the work or 45 days whichever is less, which is accepted as a valid & justified reason by the Tender Accepting Authority, either party viz. Contractor & the Engineer-in-Charge may close the contract with the approval of Tender Accepting Authority. In such an eventuality, the earnest money deposited and the security of the contractor shall be refunded, but no payment on account of interests, loss of profit or damages etc. shall be payable at all.

Clause 3B. In case a continuing work cannot be completed due to reasons beyond the control of the contractor, like Force Majeure enumerated later under Clause 5, the contract may be terminated as stated in clause 3A above by the Engineer-in-Charge with the consent of the contractor and approval of the Tender Accepting Authority.

Clause 4. In cases in which any of the powers conferred upon the Engineer-in-Charge under Clause 3 hereof shall have become exercisable and the same had not

Power to take possession of or require removal of or sell Contractor's plant

been previously exercised, non-exercising thereof shall not constitute as a waiver of any of the conditions hereto, and such powers shall, notwithstanding be exercisable in the event of any future case of default by the contractor, for which by any clause or clauses hereof, he/she is declared liable to pay compensation amounting to whole of his/her security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force either of the powers under ix (a) or (c) vested with him/her under the preceding clause, he/she may if he/she so desires, take possession of all or any tools & plant, materials and stores, in or upon the work, or the site thereof, or belonging to the contractor, or procured by him/her and intended to be used for execution of the work, or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof, shall be final and binding. Otherwise, the Engineer-in-Charge may deliver notice in writing to the contractor or his/her clerk, foreman or other authorized agent, requiring him/her to remove such tools & plant, materials or stores from the premises within a time to be specified in such notice; and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sale them by public auction or private sale on account of the contractor and at his/her risk, in all respects, and the certificate of the Engineer-in-Charge as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5. The time allowed for execution of a work as specified in the 'Schedule of Work' or in the extended time in accordance with the terms and conditions shall be the essence of the contract. Execution of work shall commence from such time period as mentioned in the said schedule, or from the date of handing over of the site to the contractor whichever is later. If the contractor commits default in commencing execution of the work as aforesaid within thirty days, without justifiable reasons included under Force Majeure or other such reasons beyond the control of the contractor, in which case to be reported within seven days by the contractor, considered valid and cogent by the Engineer-in-Charge, the Engineer-in-Charge shall after passing of thirty days from the date of scheduled commencement of work as per work order, with the prior approval of the Tender Accepting Authority, without prejudice to any other right to remedy available in law, be at liberty to apply clause 2 and subsequently clause 3 of the tender document.

5.1 As soon as possible after the contract is executed, signed and agreed, the contractor shall submit a 'Time and Progress Chart' for each broad activity (Milestone) and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time slated in the Notice Inviting Tender (NIT) document, for completion of items or group of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work. This may be amended, as necessary, by an agreement between the Engineer-in-Charge and the contractor within the limitations of time imposed in the NIT document. Further, to ensure good progress during execution of work, the contractor shall in all cases, in which the time allowed for any work exceeds one month (save and except for special jobs for which a separate programme has been agreed upon) to complete the work as per defined 'Milestones' given in such 'Schedule of Work' defined clearly in the NIT itself into various 'Identifiable and quantifiable construction related stages' related with the type and nature of work, and that the 'total time allowed for completion of work' is to be broken up against achievement of those stages during the construction / progress of work to ensure a periodic monitoring of progress and enable the contractor and the Engineer-in-Charge to take corrective measures from time to time.

5.2 If the work(s) be delayed by:

Force majeure, due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, strike or lockout affecting procurement of construction materials or any of the trades employed in the work, or any other cause which in the absolute discretion of the Engineer-in-Charge is beyond the contractor's control, then upon happening of any such event causing delay, the

contractor shall immediately give notice in writing to the Engineer-in-Charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- 5.3** Request for rescheduling of 'Milestones' of various activities and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay in the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4** If any such case the Engineer-in-Charge, with the approval of Tender Accepting Authority, may give a fair and reasonable extension of time and reschedule the activity wise 'Milestones' for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge with the approval of Tender Accepting Authority in writing within maximum 1 (one) month of the date of receipt of such request.

Final Certificate

Clause 6. On completion of work, the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until and unless the contractor shall have removed from the work premises on which the work is executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from wood works, doors, windows, floors, or other parts of any building, upon or about which the work is executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he/she thinks fit, and clean off such dirt as aforesaid; and the contractor shall forthwith be bound to pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Payment on inter- mediate certificates to be regarded as advances

Clause 7. No running account bill payment shall be normally made for works less than 30 (Thirty) percent of Tendered Value or up to Rs 25.00 lakh, whichever is less, till after the whole of the work shall have been completed and certificate of completion given. For works of tendered value above Rs 25.00 lakh, for running account bill payment, the contractor shall on submitting a bill of at least Rs 25.00 lakh there for, be entitled to receive a payment proportionate to the part thereof, approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final measured bill payment only and not as payments for work actually done and completed, and shall not preclude the bad, unsound, and imperfect or unskillful work which is to be removed and taken away and reconstructed, or re-erected or to be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be submitted monthly

Clause 8. Works bill shall be submitted by the contractor each month, after fulfilling above clause, on or before the date fixed by the Engineer-in-charge, for all works executed during the previous month, and the Engineer-in-charge shall take or cause to take the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of fourteen days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a Junior Engineer to measure up the said

work in presence of the contractor, whose countersignature in the measurement book will be sufficient warrant; and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Within 10 (Ten) days of completion of work, the contractor shall give notice of such completion to the Engineer-in-charge and within 14 (Fourteen) days of receipt of such notice, the Engineer-in-charge shall inspect the work, and if there is no defect in the work, he/she shall furnish to the contractor a final certificate of completion. Otherwise, a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. Such reduced rate is to be imposed with the approval of Superintending Engineer concerned.

Clause 8A. When annual repair and maintenance work is carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floors, windows shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case, the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either Departmentally or through any other contractor. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

Clause 8B. The Contractor shall submit completion Plan/Drawing as required in the 'General Specification' for Civil as well as Electrical Works as applicable within 30 days of completion of the work.

Clause 9. The Contractor shall submit all bills in printed forms, as per format prescribed by Government of West Bengal, in the office of the Engineer-in-Charge, and the charges in the bills shall always be entered at the rates specified in tender or in case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at rates thereafter provided for such work.

Payments of contractor's bills to Banks

Clause 9A (1) Payments due to the contractor may, if so desired by him/her be made to his bank through e-Pradan, details of which has to be directly furnished to the Engineer-in-charge.

While the online receipt given by such Banks shall constitute a full and sufficient discharge/acquittance for the payment, the contractor should wherever possible present his/her bills duly receipted and discharged through his/her Banker/s.

(2) In the case of bills, which the contractor presents for payment direct, and which are not endorsed in favour of the Bank, while efforts will be made to secure payment to the financing Bank, payments made to the contractor should be accepted as full acquittance so far as the Government is concerned. As a part of the arrangement, the financing Bank should give the Government a letter to this effect.

Note 1. The procedure will not affect the usual rights of the Government to deduct from contractor's bill, (whether endorsed in favour of a Bank or not) any sum due to Government of account of penalties, over-payments etc., on this or any other contract with the Governor of the State of West Bengal.

Note 2. Nothing contained herein shall operate to create in favour of the Bank any rights, claims or equities vis-à-vis the Governor.

Stores supplied by Government

Clause 10. If the specification or estimate of the work provides for use of any special description of material to be supplied by the Engineer-in-Charge, (such materials & stores and the prices to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or 'Memorandum' hereto annexed), the contractor shall be supplied with such materials and stores as is required from time to time to be used by him/her for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or Memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof; if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for

the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such material unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his/her hand, he/she shall so require; but the contractor shall not be entitled to return any such material unless with such consent, and shall have no claim for compensation on account of any such material so supplied to him/her as aforesaid being unused by him, or for any wastage or damage to any such material.

Work to be executed in accordance with specifications, drawings, orders, etc.

Clause 11. The Contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both, as regards to materials and otherwise, in every respect, in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design and drawings, and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his/her office, to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he/she so require, be entitled at his/her own expense to make or cause to be made copies of the specifications, and of all such design, drawings and instructions as aforesaid.

Alteration in specification and designs do not invalidate contract

Clause 12. The Engineer-in-Charge shall have powers to make any alteration in, omission from, addition to, or substitution for, the original specifications, drawings, designs and instructions, that may appear to him/her to be necessary or recommended by Superintending Engineer or the Chief Engineer during the progress of work, and the contractor shall be at all times be bound to carry out these works, in accordance to any instructions which may be given to him/her in writing, signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed a part of the work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as a part of the work shall be carried out by the contractor on the same conditions in all respects on which he/she agreed to do the main work, and at the same rates, if any, may be specified in the tender for the main work. Time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original work contract, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And, if the altered, additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of concerned Works Department applicable in the district, which was in force at the time of acceptance of the contract, minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the said schedule of rates, payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the aforesaid schedule of rates, or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in-charge under (a) above, the stipulated percentage above or below schedule of rates as provided in the contract shall also apply, and in case of rates worked out on analysis under (b) above, payment shall be made at the rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Superintending Engineer shall be final and binding.

Rates for works not in tender BOQ/SoR

No compensation for alternation in or restriction of work to be carried out.

Clause 13. If at any time after the commencement of the work the Governor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of the work in full, but which he/she did not derive in consequence of the full amount of the work not having been carried out; neither shall he/she have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work

Clause 14. If it shall appear to the Engineer-in-charge or his/her subordinate engineer in-charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor, for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his/her own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his/her demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate put to tender / on up to date executed work value for every day not exceeding ten days, while his/her failure to do so shall continue and in the case of any such failure, the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Work to be open to inspection

Clause 15. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-Charge and all his/her subordinates and also higher Officers / Authority of the Government and the contractor shall at all times during the normal working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his/her subordinates to visit the work site shall have been given to the contractor, either himself/herself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if it had been given to the contractor himself/herself.

Contractor or his/her responsible agent to be present

Notice to be given before work is covered up

Clause 16. The Contractor shall give, not less than five days notice in writing to the Engineer-in-charge or his/her subordinate in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work, in order that the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his/her subordinate, in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or, in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfections for 180 days after certificate

Clause 17. If the Contractor or his/her workers or authorized representatives shall break, deface, injure or destroy any part of the structure in which they may be working or any building, road, road curbs, fence, canals, 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 whatever or any imperfections become apparent in it at any time, whether during its execution or within a period of six months after issuance of a certificate of its completion by the Engineer-in-Charge, the contractor shall make the same good at his/her own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workers, and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final and binding) from any sums, whether under the contract or otherwise, that may be then, or at any time thereafter become due to the contractor by the Government or from his/her security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof, and if the cost in the opinion of the Engineer-in-Charge whose opinion shall be final and conclusive against the contractor, making such damage or imperfections good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess costs from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Clause 17A. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, assisting in the joint measurement or examination at any time and from time to time of the work or materials. Failing his/her so doing the same may be

provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted from any money due to the contractor under the contract or from his/her Security Deposit or the proceeds of sales thereof or of a sufficient portion thereof. The Contractor shall also provide all necessary fencing / barricading / providing caution boards etc. and light required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in such suit, actions or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such persons.

Clause 18A. In every case in which by virtue of the provisions under sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the implementing Department is obliged to pay compensation to a workman employed by the contractor, in execution of the works. The implementing Department will recover from the Contractor the amount of compensation so paid; and without prejudice to the rights of the Department under sub-section (2) of section 12, of the said Act, implementing Department shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by implementing Department to the Contractor whether under this contract or otherwise. The implementing Department shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his/her giving to the implementing Department full security for all costs for which the Department might become liable in consequence of contesting such claims.

Clause 18B. In every case in which by virtue of the provisions under 'The Contract Labour (Regulation & Abolition) Act 1970', and its amendments and rules, the implementing Department is obliged to pay amount of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, executing Department will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the executing Department under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, executing Department shall be at liberty to recover such amount or any part thereof by deducting it form the security deposit or from any sum due by Executing Department to the Contractor whether under this contract or otherwise and the executing Department shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of section 21, of the said Act, except on the written request of the Contactor and upon his/her giving to the implementing Department full security for all costs for which the Department might become liable in contesting such claim.

Clause 19. The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970, before the commencement of the work, and continue to have valid licenses until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Fatal Accident Act, 1855, Personal Injuries (Compensation Insurance) Act, 1970.

The Contractor shall also comply with the provisions of the 'Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996' and 'The Building and Other Construction Workers Welfare Cess Act, 1996'. Failure to fulfill these requirements shall attract penal provisions of the contract, arising out of the resultant non-implementation of such provisions.

Labour

Clause 19A. No labour/s below the age of eighteen years shall be employed in the work and the contractor shall abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986. Employment of female labour/s in works in the neighborhoods of sensitive barracks should be avoided as far as possible.

*Payment of
minimum
Wages to
Labour*

Clause 19B. The Contractor shall pay to labours employed by him/her either directly or through Sub-Contractors, wages not less than fair wages as defined by the Labour Commissioner of the State Government under 'Minimum Wages Act, 1948', Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and

Abolition) Act, 1970, wherever applicable.

The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him/her.

In respect of all labourers directly or indirectly employed in the works for performance of the Contractor's part of the contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by the State Government/ Government of India, from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions made without authority, maintenance of wage books or wage slips, publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters likewise in nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, Minimum Wages Act, 1948, wherever applicable.

- a) The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his/her/their wages which are not justified by their terms of the contract or non-observance of the regulations.
- b) Under the provision of Weekly Holidays Act, 1986, the contractor is bound to allow to the labours, directly or indirectly employed in the work, one day rest for 6 days of continuous work, and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge concerned.

The contractor shall also comply with the provisions of the 'Employees Liability Act, 2008', Workmen's Compensation Act and 'Maternity Benefits Act' or the amendments thereof or any other law relating thereto, and the rules made there under from time to time.

The Contractor shall indemnify and keep indemnified the implementing Department against payments to be made under and for the observance of the laws aforesaid and PW Contractor's Labour Regulations without prejudice to this right to claim indemnity from his/her sub-contractors.

The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Whatever is the minimum wage for the time being, or if the wage payable is higher than minimum wage, such wage shall be paid by the contractor to the workers directly without the intervention of any Dafadar, and that Dafadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workers as and by way of commission or otherwise.

The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Dafadar from the wage of workers.

Clause 19C. In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his/her own expenses, arrange for the safety provisions as framed from time to time by the competent authority, and shall at his/her own expense provide all facilities in connection therewith. In case the contractor fails to make arrangement, and fail to provide necessary facilities as aforesaid, he/she shall be liable to pay a penalty of Rs. 2000/- for each default, and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in their behalf, from the contractor.

Clause 19D. For the works above Rs. 2.0 crore, the Contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively-

The number of labourers employed by him/her on the work, their working hours, and the

wages paid to them;

Accidents that had occurred during the said fortnight showing the circumstances under which it had happened, and the extent of damage and injury caused by them, and the number of female workers who have been allowed maternity benefits according to Clause 19F of the contract and the amount paid to them;

Failing which the contractor shall be liable to pay to the Department, a sum not exceeding Rs. 2000/- for each default or materially incorrect statement. The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and would be binding on the contractor.

Clause 19E. In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements of workers employed by the contractor.

Clause 19F. In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Rules for the protection of health and sanitary arrangement for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/she shall, without prejudice to any other liability, pay to the Department a sum not exceeding Rs. 2000/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractors defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of five per cent of the tendered value. The decision of the Engineer-in-charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge that the contractor(s) is/are not properly observing and complying to the provisions of the Contractor's Labour Regulations and Rules, The Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act 1970, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as 'the said Rules') the Engineer-in-charge shall have the power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/her own expense and to approved standards all necessary hutments and sanitary arrangements required for his/her/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said hutments and sanitary arrangements be remodeled and/or reconstruct such hutments and sanitary arrangements according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such hutments and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such hutments and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 19G. The contractor shall comply with all the provisions of The Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees Liability Act, Industrial Dispute Act and Maternity Benefit Act, 1961, as amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force by the appropriate authority from time to time.

Clause 19H. The Engineer-in-charge may require the contractor to remove from the site of work, any person or persons engaged/assigned or employed by the contractors upon the work who may be determined as insane or incompetent or misconducts himself/herself, and the contractor shall forthwith comply with such requirements.

Clause 19I. It shall be the responsibility of the contractor to see that the

building/structure under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-charge with vacant possession free from encumbrances in entirety, If such buildings/structures through completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/structure in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Engineer-in-charge whose decision shall be final both with regard to the justification and quantum and shall be binding on the contractor.

However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupations, any time on or before construction and delivery.

Work on Sundays

Clause 20. No work shall be done on Sundays without the prior sanction of the Engineer-in-charge.

Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent

Clause 21. The contract shall not be assigned or sublet without specific orders from Government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under the Clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

Sum payable as compensation to be considered as reasonable without reference to actual loss

Clause 22. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Changes in constitution of firm

Clause 23. Where the contractor is a partnership firm or a consortium, prior approval in writing of the Engineer-in-Charge shall be obtained for any change made in the constitution of the firm/consortium. Where the contractor is an individual or a Hindu Undivided Family (HUF) business concern, such approval as aforesaid shall likewise be obtained, before the contractor enters into any partnership agreement/Memorandum of Articles whereunder the partnership firm/ consortium would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract is liable to be rescinded.

Works to be under direction of Engineer-in-Charge

Clause 24. All works to be executed under the contract shall be executed under the direction of Engineer-in-Charge. Further instructions/advice, if felt necessary by Superintending Engineer/ Chief Engineer, shall also be binding to be communicated by the Engineer-in-Charge.

Settlement of disputes - Dispute Redressal Committee'

Clause 25. Settlement of Disputes and Arbitration:

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

If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Departmental Dispute Redressal Committee, in writing, for

written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three months from the date of receipt of the Contractor's letter.

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

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

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

Clause 26. The contractor shall fully indemnify and keep indemnified the implementing Department against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against implementing Department in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof by the implementing Department and the contractor shall be at liberty, at his/ her own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the implementing Department if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge this behalf.

Lump sum as in estimates

Clause 27. When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification

Clause 28. In the case of any class of work for which there is no such specifications as referred to under Clause 11, such work shall be carried out in accordance with the latest Bureau of Indian Standards (BIS) specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per reputed manufacturer's specifications if accepted by the Engineer-in-Charge. If not available, then as per State Government / Union Government accepted and approved specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge which is approved by the Tender Accepting Authority.

Definition of works

Clause 29. The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract constructed to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 30. The Contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/they shall also at his/their own cost make arrangements for the laying

of pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection with there and incidental thereto.

Clause 31. The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:-

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-charge;
- ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are, in the opinion of the Engineer-in-Charge, unsatisfactory.

Clause 32. The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the construction materials. The Contractor shall collect the total quantity of materials as per approved programme required for the work as per approved programme, before the work is started and shall hypothecate it to the Engineer-in-Charge. If any material remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the contractor. Although the materials are hypothecated to Institute, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

The contractor shall be responsible for rectifying defects noticed within Defect Liability Period from the date of completion of the work and the portion of the security deposit relating to work shall be refunded after the expiry of Defect Liability Period.

Clause 33. The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

*Contractors
Superintendence,
Supervision,
Technical Staff &
Employees*

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(es) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his/her approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site before start of work.

If the contractor (or any partner in case of firm/company) himself/herself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to the contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself/herself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his/her responsible authorized agent shall be actually available at site especially during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his/her designated representative in the site order

book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked / test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every running account bill / final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who, in his opinion, misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

Clause 34. "Levy / Taxes Payable by Contractor"

- (i) GST, Building and other Construction Workers' Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the Contractor and Engineer-in-Charge shall not entertain any claim whatsoever in this respect.
- (ii) The contractor shall deposit Government Royalty and obtain necessary permit for supply of the sand, stone chips, red bajri, sand stone, river bed materials etc. from local authorities, if those are directly procured from quarry sites.

In case materials are procured from secondary sources, certificates of quarry owners to the effect of payment of royalties and Cess would have to be furnished. In absence of such certificates towards payment of Royalties and Cess such components shall be deducted from the contractor's bills at prescribed rates and deposited through 'GRIPS' portal or otherwise, in the designated Government Treasuries/PAO.

If pursuant to or under any law, notification or order, any Royalty, Cess or the like becomes payable by the implementing Department and does not at any time become payable by the contractor to the State Government/Local appropriate authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Department and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Clause 35.

- (i) All tendered rates shall be inclusive of statutory taxes and levies payable under respective statutes. However, if any further tax or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid. Provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Department and/or the Engineer-in-Charge

and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.

- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause 36. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge shall have the option of terminating the contract without compensation to the contractor, but would be liable to clear full dues and claims on work done to his/her legal successor/s.

Clause 37. The contractor shall not be permitted to tender for works in which his near relative is posted as in any capacity between the grades of the Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him/her in any capacity or are subsequently employed by him/her and who are near relatives to any Official in the Institute. Any breach of this condition by the contractor would render him/her liable to be removed from the approved list of contractors of the Department. If however the contractor is registered in any other Department, he/she shall be debarred from tendering in the Department for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, own parents and grandparents, own children and grandchildren, own brothers and sisters, own uncles, aunts and first cousins and their corresponding in-laws.

Clause 38. No engineer of Gazetted Rank or other Gazetted Officer employed in engineering or administrative duties in the Government shall work as a contractor or employee of a contractor for a period of one year after his/her retirement from Government service without the previous permission of Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 39. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him/her to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge concerned. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Air Force Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he/she shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-charge.

Clause 40. The contractor shall comply with the provisions of the Apprentices Act, 1961 and the Apprenticeship Rules, 1992 and orders issued thereunder from time to time. If

he/she fails to do so, his/her failure will be a breach of the contract and the Engineer-in-Charge may, in his/her discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him/her of the provisions of the said Act.

Clause 41. Procedure For Suspension and Debarment of Supplier, Contractors and Consultants

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in Government procurement for offences or violations committed during competitive bidding and contract implementation, for the works under different Departments of Government of West Bengal.

Grounds for Suspension and Debarment:-

- (1) Submission of eligibility requirements containing false information or falsified documents.
- (2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- (3) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
- (4) Any documented unsolicited attempt by a bidder (**A Person/Contractor/Agency /Joint Venture/Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder**) unduly influencing the outcome of the bidding in his favour.
- (5) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.
- (6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
- (7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- (8) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.
- (9) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
- (10) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.
- (11) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause.
- (12) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.
- (13) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by the Administrative Department, Government of West Bengal for procurement) or its representative(s) pursuant to the implementation of the Contract.
- (14) For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following acts by the Consultant shall be construed as poor performance.
 - (i) Non deployment of competent technical personnel, competent Engineers and/or work supervisors;
 - (ii) Non-deployment of committed equipment, facilities, support staff and manpower;
 - (iii) Defective design resulting in substantial corrective works in design and/or construction;

- (iv) Failure to deliver critical outputs due to consultant's fault or negligence;
 - (v) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;
 - (vi) Allowing defective workmanship or works by the Contractor being supervised by the Consultant.
- (15) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.
- (16) Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

CATEGORY OF OFFENCE :-

- (A) First degree of offence: 1 to 16 of the above Clause-41 to be considered as First degree of offence.
- (B) Second degree of offence: Any one of the offences as mentioned under 'A' above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

PENALTY FOR OFFENCE :-

- (I) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 2 (two) years.
- (II) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 3 (three) years.

PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS

- (1) Initiation of Action, Notification and Hearings:
Any Bidder or procurement authority on his own or based on any other information made available to him may invite the process of suspension/debarment proceedings by filing a written application with the **Bid Evaluation Committee** and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid.
 - (a) Upon verification of the existence of grounds for suspension/debarment, the Chairperson of **Bid Evaluation Committee** shall immediately notify the bidder concerned either electronically through his registered e-mail or in writing to his postal address, advising him that:
 - i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/debarment.
 - ii) He has been recommended to be placed under suspension/debarment by the suspension committee (as constituted by the respective Administrative Department) stating the ground for such.
 - iii) The said bidder, within three days from the date of issue of such notification by the Bid Evaluation Committee, may approach the Chairperson of Suspension Committee by submitting all required documents in his favour for hearing. Any application made thereafter would not be entertained.
 Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee.
 - (b) After receiving the recommendation for suspension from Bid Evaluation Committee, Suspension Committee shall issue a notice to the alleged bidder electronically through his registered e-mail id, to submit all relevant documents in support of his defense within three working days after issuance of the notice of the Suspension Committee. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or if after hearing sufficient ground for suspension is found, the Suspension Committee, will suspend the alleged bidder from participating in the procurement process under the Administrative Department for a period of six months from the date of issuance of suspension order. The Chairperson of the

Suspension Committee shall issue the suspension order within seven days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The Chairperson of Suspension Committee shall also inform the decision to all concerned.

If sufficient reason for suspension is not found, the Suspension Committee would reject the recommendation of Bid Evaluation Committee and would allow the bidder to take part in the tendering process.

If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the Debarment Committee for further action.

- (c) The Debarment Committee upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary order within ten working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for orders of Debarment. The Department in due course will issue Debarment Order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement of all projects under the Administrative Department for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Suspension Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:-

- (A) Upon termination of contract due to default of the Bidder, the Engineer-in-Charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged Bidder along with a detailed report stating clearly the reasons for debarment to the Debarment Committee within 30 (thirty) days from the date of termination of contract. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. The Chairperson of Bid Evaluation Committee shall also inform the decision to all concerned.
- (B) The Debarment Committee upon receipt of the recommendation of Bid Evaluation Committee shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the Bidder and issue necessary order within 10 (ten) working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for the order of debarment. The Department in due course will issue debarment order disqualifying/prohibiting the erring Bidder from participating in the bidding/procurement of all projects under the Administrative Department, Government of West Bengal for a specified period. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

STATUS OF SUSPENDED / DEBARRED BIDDER :-

- (a) Bidder placed under Suspension/Debarment by the competent authority will not be allowed to participate in any procurement process under the Administrative Department within the period of suspension/debarment. The earnest money of the suspended Bidder shall stand forfeited to the Government.
- (b) If the Suspension/Debarment Order is issued prior to the date of issue of "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract" etc. for any Bid, the Suspended/Debarred Bidder shall not be qualified for Award for the said Bid and such Procurement Process will be dealt with as per existing norms by simply excluding the erring Bidder.
- (c) If the Suspension/Debarment Order is issued after award of a Government Project/Contract to the Debarred Bidder, the awarded Project/Contract shall not be prejudiced by the said Order provided that the said offence(s) committed by the Debarred Bidder is not connected with the awarded project/contract.

Clause 42. Executive Engineer of the concerned Division will be the Engineer-in-Charge in respect of the Tender contract and all correspondences concerning rates, claims, change

in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him. Instructions given by the Assistant Engineer and the Junior Engineer on behalf of the Engineer-in-Charge (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship shall also be valid. In case of dispute relating to specification and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however invariably take decisions relating to tender contract or as mentioned in the relevant rules and clauses of the contract document with the approval of the Tender Accepting Authority.

Clause 43. Acceptance of the Tender will rest with the Tender Accepting Authority without assigning reason thereof to the bidder. The accepting authority reserves the right to reject any or all of the tenders without assigning any reason thereof to the bidder/contractor.

Clause 44. In the event of acceptance of Lowest Rate, no multiple Lowest Rates will be considered for acceptance by the Department. In such cases, the Tender will be cancelled.

Clause 45. In the event of conflicting different clauses, the clauses in the e-NIT will prevail.

Clause 46. Engineer-in-Charge shall not entertain any claim whatsoever from the Contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land.

Clause 47. Engineer-in-Charge shall not be held liable for any compensation due to machines becoming idle or any circumstances including untimely rains, other natural calamities, like strikes etc.

Clause 48. Imposition of any Duty/Tax/Octroi/Royalty etc. whatsoever of its nature (after work order / commencement and before final completion of the work) is to be borne by the contractor/bidder. Original challan of those materials, which are procured by the bidder, may be asked to be submitted for verification.

Clause 49. Cess @ 1% or as amended time to time of the cost of construction works shall be deducted from the Gross value of all Works Bill in terms of Finance Department order. Also it is instructed to register his/her establishment under the Act, with the competent registering Authority, i.e. Assistant Labour Commissioner / Deputy Labour Commissioner of the region.

Clause 50. No Mobilization/Secured Advance will be allowed unless specified otherwise in the contract.

Clause 51. Valid PAN issued by the Income Tax Department, Government of India, valid 15 digit Goods and Services Tax Payer Identification Number (GSTIN) under GST Act 2017, Cess, Royalty of Sand, Stone Chips, Stone Metal Gravel, Boulders, Forest product etc., Toll Tax, Income Tax, Ferry Charges and other Local Taxes, if any, are to be paid by the Contractor/Bidder. No extra payment will be made as a reimbursement or as compensation for these. The rates of supply and finished work items are inclusive of these taxes and charges.

Clause 52. All working Tools & Plants, Scaffolding, Construction of Vats & Platforms and arrangement of Labour Camps will have to be arranged by the Contractor at his/her own cost.

Clause 53. The Contractor shall supply Mazdoors, Bamboos, Ropes, Pegs, Flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.

Clause 54. The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and

other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rises in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The Contractor will not be entitled to any claim or extra rate on any of these accounts.

Clause 55. A machine page numbered Site Order Book (with triplicate copy) will have to be maintained at site by the Contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.

Clause 56. The work will have to be completed within the time mentioned in the e-NIT. A suitable Work Programme based on time allowed for completion of work as per e-NIT is to be submitted by the contractor within 7 (seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing, within 7 (seven) days from the date of receipt of work order, the names of his authorized representatives who are to remain present at site daily during work execution who will receive instructions of the work, sign measurement book, bills and other Government papers etc.

Clause 57. No compensation for idle labour, establishment charge or on other reasons such as variation of price indices etc. will be entertained.

Clause 58. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per PWD practice or any other sign board for safety purpose as per requirement by the concerned Administrative Department will have to be erected by the Contractor at his own cost while operating in public thoroughfares.

Clause 59. The Contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract.

Clause 60. The Contractor will have to accept the Work Programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable items are completed before impending monsoon or rise in river flood water level or for other suitable reasons.

Clause 61. Quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in any item or supplementary new items of work as decided by the Department, approval of the Superintending Engineer / Chief Engineer / Government would be required, depending on whosoever be the Tender Accepting Authority, before making such payment.

Clause 62. In order to cope up with the present system of e-billing, supply of departmental materials is generally not allowed. However, if in special circumstances, Departmental materials may be issued to the Contractor/Bidder to the extent of requirements as assessed, those may be recovered from the Running Account Bill and/or Final Bill, as applicable.

Clause 63. Any material brought to site by the contractor is subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Assistant Engineer concerned in

conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo Jute Filter etc., if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted on each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.

Clause 64. For all items of contract jobs requiring skilled labour, the contractor shall have to employ 70% (Seventy Percent) of skilled labour locally. In case the Contractor fails to recruit skilled local labour, the Contractor shall employ skilled labour locally secured by Government in the manner indicated above. For bridge works, highly technical works of labour, the contractor may, with the prior permission in writing of the Engineer-in-charge to whom full facts must be placed for such permission, import and employ skilled labour up to 30% (Thirty Percent) of the total requirement. In this case the expression "Imported labour" shall mean "labour imported primarily from other States and secondarily, from the distant districts of the State of West Bengal." In case where the contractor fails to secure unskilled local labour or to engage imported labour, the contractor shall employ labour locally recruited by Government or labour imported by Government at the rate to be decided by the Superintending Engineer of the works concerned, whose decision as to the circumstances in which employment of such labour is of mutual advantage to Government and the contractor, will be final and binding on the parties.

Clause 65. All queries and disputes arising out of the works tender contract is to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15 days.

Clause 66. The contractor shall have to make his own arrangements for water, both for the work and use by his workers, etc., for road rollers and for all tools and plant, etc., required on the work.

Clause 67. Contractor will be responsible for the payments of all water charges payable to the Corporation Municipality / Panchayat or any other water works authority including a Government Department concerned.

Clause 68. If the contractors shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Executive Engineer to consider it and the Contractor will be responsible for the consequences arising out of his negligence in this respect.

Clause 69. The Contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.

Clause 70. Contractors in the course of their work should understand that all materials obtained in the work of Dismantling, Excavation, etc., will be considered Government property and will be disposed of to the best advantage of Government.

Clause 71. In case of very special case of circumstances, if any Departmental materials are issued, there may be delay in obtaining the materials by the Department and the Contractor is, therefore, required to keep himself/herself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Department on account of delay in supplying materials.

Clause 72. No compensation for any damage done by rain or traffic during the execution of the work will be made.

Clause 73. Whenever a work is carried out in municipal area, electric lights or electric danger signals whenever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this Department but the Contractor will bear all the expenses.

Clause 74. The Contractor should quote through rate inclusive of cost of materials and carriage to place of working.

Clause 75. The Contractors should give complete specifications showing the method of execution and the quantity and quality of materials they intend to use per hundred square metre area.

Clause 76. In cases where water is used by the Contractor he will be required to deposit in advance with the Executive Engineer the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.

Clause 77. It must be clearly understood by the Contractor that no claim on account of enhanced rates on those already accepted, due to fluctuations arising out of any situation will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under Clause 12 of the contract.

Clause 78. In the event of emergency the Contractor will be required to pay his labour everyday and if this is not done, Government shall make the requisite payments as would have been paid by the contractor and recover the cost from the contractors.

INCONVENIENCE OF THE PUBLIC

Clause 79. The Contractor(s) shall not deposit material on any site which will seriously inconvenience the public. The Engineer-in-charge may require the Contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

Clause 80. The Contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish etc. will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.

Clause 81. The Contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site premises cleared of debris etc. And recover the cost from the bill of the contractor, if the latter shows slackness in observing this clause.

Clause-82. Construction materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

INTERPRETATION OF CLAUSES

Governor means the Governor of the State of West Bengal and his/her successors.

The Government means Government in the concerned Works Department.

The Department means the Secretary of the concerned Department or his/her authorized representative.

The Divisional Officer means the Executive Engineer of the concerned Works Department for the time being of the Division concerned, also identified as the Engineer-in-Charge.

The Sub-divisional Officer means the Assistant Engineer of the concerned Works Department for the time being of the Sub-division concerned. Junior Engineer equivalent to Section Officer of the Section concerned.

Superintending Engineer in the concerned works Department is the final Authority regarding Schedule of Rates and also the acceptance of Non-scheduled item rates arrived on the basis of market rate analysis for supplementary items, and the authority for approval of Reduced Rates and Part Rates. He is also the Tender Accepting Authority for works of value above Rs. 45.00 lakh and up to Rs. 2.00 crore under existing delegated power.

Chief Engineer in the concerned Works Department is the technical head of the Directorate and is also the Tender Accepting Authority for all works of value above Rs.

2.00 crore. Excess work over individual items comprising the original tender may be exceeded beyond 10% with the approval of concerned tender accepting authority and verified by the Superintending Engineer / Chief Engineer subject to the total value of work upon completion is within the technically sanctioned cost and that there is no major deviation from original scope of work in the tender. **Any supplementary tender/item/work in connection with the main tender is to be taken up with the approval of the Tender Accepting Authority not below the rank of Executive Engineer.** Such supplementary tenders above 10% of BOQ are to be executed only with the approval of appropriate Government irrespective of the value of tender.

Words importing the singular number only include the plural number and vice versa.

Irrespective of the accepting authority, Divisional officer shall be the authority signing agreement for all tenders of value more than Rs. 3.00 lakh up to any amount on behalf of the State.

Schedule showing (approximately) materials to be supplied by the Engineer-in-Charge under clause 10:

Particulars	Rates at which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Note 1- The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

(Name in full)
 *Signature of Contractor/Agency
 with official seal containing
 Principal office address

(Name in full)
 *Signature of Executive Engineer/
Assistant Engineer
 on behalf of the Governor of the
 State of West Bengal with official seal
 containing designation & address

* To be authenticated on each and every page of the contract document by all parties.