



Government of West Bengal

Office of the Superintending Engineer

Panchayats and Rural Development Department

Joint Administrative Building, 6th Floor, HC- 7, Sector -III, Salt Lake, Kolkata 700 106

Ph- 033-23346162, email: chiefengg.prd@gmail.com

No 18/RD-P/RIDF/IS-01/2023

Dated: 02.01.2023

NOTICE INVITING E- TENDER

(TWO COVER SYSTEM) FOR RIDF PROJECTS (E-Procurement)

e-NIT No: 01/RIDF-XXVIII/BANK/2022-23

For and on behalf of Panchayats and Rural Development Department, Govt. of West Bengal, the Superintending Engineer (P&RD), HQ invites **E-Tender in percentage rates for the following RIDF work by two cover system. Resourceful and Bona-fide contractors of Government / Semi Government/ Undertaking/ Autonomous Bodies / Statuary Bodies and Local Bodies** who satisfy the terms and conditions set out in NIT document and having registration in e-procurement portal (www.wbtenders.gov.in) under Govt. of West Bengal may submit their bids. The pre-qualification documents are to be uploaded in two separate folders. One of the folders shall contain Technical documents. Financial Bids are to be uploaded in another folder. The Tenders shall be available for viewing in our website www.wbtenders.gov.in

Table- 1: List of Works

Sl. No.	District	Name of the work under Admintrative Block	Amount put to Tender for Construction (Lakh.)	Maintenanc e Cost (Lakh)	Earnest Money/Bid Security (Lakh)	Completion Time (Months)	Defect liability Period
1	Bankura	Construction of the Road From Bankadaha to joyrambati Within Bishnupur, Joypur, Kotulpur Block in the District of Bankura Under NABARD RIDF -XXVIII (29.94 Km)	4265.95	186.44	85.32	12 Months including rainy season	5 Years

A. CLAUSES OF NIT:

1.0 TWO BID SYSTEMS

This NIT is of Two Bid Tender, i) Technical & ii) Financial, both to be submitted concurrently in the portal. The Bidders who will be technically pre-qualified in respect to Technical and Financial eligibility/capability criteria specified in the below mentioned subsequent clauses can only be permitted to participate in the Financial Bidding.

2.0 GENERAL CLAUSES

- a. Intending bidders may download tender documents from e-procurement portal of our website : www.wbtenders.gov.in from **03/01/2023 17:00 Hours to 30/01/2023 (upto 15:00 Hours)**. The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **16:00 hrs (as per server clock) on 30/01/2023**.
- b. 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.
- c. There is no provision of **Arbitration clause**. However Clause 25 of W.B.F 2911 (ii) is replaced through provision of Dispute Redressal Committee as contained in Finance Deptt notification no. 8182-F(Y) dt. 26.09.2012 of The Secretary, to the Govt. of West Bengal and the relevant Clause ie. Cl.25 of 2911 (ii) is modified accordingly.
- d. **The Earnest Money may be forfeited :**
 - (i) If the Bidder withdraws the Bid during the period of Bid validity.
 - (ii) In case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the agreement.
 - (iii) During scrutiny or at any stage of bidding or even after award of contract , if it is come to the notice to Tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated.
 - (iv) If the bidder fails to submit the Performance Security and Additional Performance Security (if any) within ten (10) working days from the date of issuance of Letter of Acceptance.
 - (v) If the bidder fails to install plant & machineries within 45(forty-five) days from the date of issue of the Work-order.
- e. **Earnest Money /Bid Security:**

Earnest Money Deposit (EMD)/Bid Security 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 Fees 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/PRI, 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/PRI, 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, 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 α 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 payment 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.

f. The pre-qualification (Technical Bids) documents will be **opened on 03/02/2023 at 11:00 hours** by the authorized officers.

g. Tender Inviting authority reserves the right to call for original document for verification from successful bidder(s) only in case of exceptional circumstances.

h. The results of the technical evaluation shall be made public on e-procurement systems following which there will be a **period of 05(Five) working days** during which any bidder may submit complaint which shall be considered for resolution before opening the financial bid.

i. 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.

j. 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.

k. Acceptance of Tender (AOT) will be issued after approval of competent authority.

l. GST, Cess, Taxes and Duties if any at applicable rates will be deducted from the bill of the contractor.

m. L1 bidder to submit Rs. 15000 only (for Two Sets) for formal agreement cost at Executive Engineer office to Execute the formal agreement.

n. Additional Performance Security in Road Projects

The Additional Performance Security shall be obtained from successful bidder, if the accepted bid value is more than or equal to 20% less than the estimated amount put to tender for Construction, vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal.

o. Security Deposit

i. **The Security Deposit / Performance security will be released to the contractor in two steps on the basis of performance. On expiry of 4 Years from the date of actual completion 30% of total security retained will be refunded to the Contractor subject to full satisfaction of DLP works. Balance 70 % will be refunded to the Contractor on expiry of 5 years from the date of actual completion of the work subject to full satisfaction of DLP Works**

ii. Any damages occurred during defect liability period (DLP) beyond schedule **maintenance** will have to be done by the contractor at his **own cost**. The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover (Contractor all Risk Insurance) from the start date of work to the date of Completion of Work.

- p. The intending Bidders should satisfy himself about the alignment of the proposed road site and other site condition before quoting their rates.

3.0 ELIGIBILITY CRITERIA

EXPERIENCE

i) Credential

- a) The prospective bidders shall have satisfactorily completed **AS A SOLE FIRM (NOT as a sub-contractor) or ONE PARTNER OF JOINT VENTURE (NOT as a sub-contractor)** during the last 5(five) years prior to the date of issue of this NIT at least one work of similar nature under the authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government and having a magnitude more than **40(Forty) percent** of the of the Estimated amount put to tender for construction of intended job.

OR

- b) The prospective bidders shall have satisfactorily completed **AS A SOLE FIRM (NOT as a sub-contractor) or ONE PARTNER OF JOINT VENTURE (NOT as a sub-contractor)** during the last 5(five) years prior to the date of issue of this NIT at least two works of similar nature under the authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government and having a magnitude each of minimum value of 30 (Thirty) percent of the of the Estimated amount put to tender for construction of intended job.

FINANCIAL CAPABILITY

- ii) Credit facilities should **not be less than 10% of the estimated cost put to tender** in case of Sole Firm). In this respect, the bidder must attach necessary documents from banker in **prescribed format**.

In case of Joint Venture

- a) For all partners combined not less than 10% of the estimated cost put to tender
b) For each Partner, not less than 3% of the estimated cost put to tender and
c) For one partner not less than 6% of the estimated cost put to tender

- iii) The applicant in the same name and style should have achieved **annual turnover** in any of the year over the last five years (excluding current year) (50% of which is from civil engineering construction works and equivalent and to be supported by payment certificates).

- a) 75% of amount put to Tender for Construction

In case of Joint venture

Lead Member of such Joint Venture should have achieved in the same name and style, not less than 50% of amount put to Tender for Construction as annual turnover in any of the year over the last five years (excluding current year) and each of the Joint Venture Members should have achieved not less than 25% of amount put to bid for construction as annual turnover in any of the year over the last five years (excluding current year). Summation of Annual turnover of all the members in total should be at least 75% of amount put to Tender for construction in any of the year over the last five years (excluding current year).

BID CAPACITY

- iv) The available Bid Capacity at the expected time of bidding (to be calculated on the basis of prescribed format (Annexure-B) of the prospective applicant (in case of Sole Firm)shall not be less than the Estimated amount put to tender for Construction of intended job.

In case of Joint Ventures

Lead Member of such Joint Venture will be required to meet 60% of required Bid Capacity and each of the Joint Venture Members will be required to meet at least 30% of requirement of Bid Capacity. Bid Capacity of all the members in total should be at least 100% of required Bid Capacity.

PLANT & MACHINERY

v) The prospective bidders should own the required plant and machineries (In case of JV, the machineries may be owned by any firm of JV) of prescribed specifications as shown in ITB of this e-NIT. For tendering purpose, documents as specified in following clauses pertaining to prime machineries should invariably be submitted.

(A) In case of Bidder purchase the machinery from the Manufacturer/Authorised Dealer:-

In proof of Ownership of Prime Machinery (As per table in ITB) of the NIT, the Bidders will have to submit:-

- a) The scanned copy of Original Tax Invoice in favour of the Bidder
- b) The scanned copy of Original Delivery Challan in favour of the Bidder
- c) The scanned copy of Original Way Bill/e-Way Bill as applicable in favour of the Bidder

(B) In case of Bidder purchase old machinery:-

In proof of Ownership of Prime Machinery (As per table in ITB) of the NIT, the Bidders will have to submit:-

- d) The scanned copy of Original Tax Invoice in favour of the Seller
- e) The scanned copy of Original Delivery Challan in favour of the Seller
- f) The scanned copy of Original Way Bill/e-Way Bill as applicable in favour of the Seller

The scanned copy of original **Registered Sale-Deed** (to be furnished in Non-Judicial Stamp paper of appropriate value duly notarized) in favour of the Bidder by the Seller & Registration Certificate from R.T.O for movable Machineries in favour of Bidder & documents of financial transaction.

Where **Batch type Hot Mix Plant of minimum capacity 100-120 TPH** is required as Prime Machinery [Details as mentioned in SI-22.], the prospective bidder should deposit at least 25% of the cost of machine as advance to the manufacturer of the Batch Mix Plant for procurement of the machine & the bidder must upload the documents [receipt along with proof of Invoice from manufacturer with Details of address and telephone number, scan copy of Bank Draft in support of payment, Bank Statement of the transaction, consent letter of the manufacturer or its authorised dealer stating that the Batch Mix Plant will be delivered at site within a maximum period of 45(Forty-five) days after awarding the contract to the bidder etc.]. In that case the bidder may be allowed after verification of the authenticity of the document during technical evaluation.

In all cases if the bidder fails to install required plants & machineries and equipment for the instant project with the requisite time as mentioned above, the bidder shall be terminated from the instant work with forfeiture of Earnest Money and debarment proceeding shall be started against him.

vi) Joint Ventures

Joint Ventures are allowed. Bids submitted by a Joint Venture (JV) of **not more than three firms** (including lead partner) as partners shall comply with the following requirements

- a) There shall be a Joint Venture Agreement (Refer Annexure G) specific for these contract packages between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure - G shall be submitted.
- b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including

operative parts of the ensuing Contract, etc.). On award of work, the Form of Agreement and Contract Documents shall be **signed by all partners of the Joint Venture** to conclude Contract Agreement.

- c) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).
- f) In the event of default by any partner, in the execution of his part of Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the contract agreement. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the contract agreement.
- g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- h) The bid submitted shall include all the relevant information as required under the provisions of NIT and furnished separately for each partner.
- i) Joint Venture firm must fulfil the prescribed qualification requirement. Joint Venture firm shall be jointly and severally responsible for completion of the project.
- j) In the event that the Employer has caused to disqualify under Clause (p) of Section E of ITB below all of the Joint Venture partners will be disqualified.

vii) A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm or JV. If found to have applied severally in a single job, all of his/ their bids will be considered as non responsive for that job, without assigning any reason thereof.

And

If individual entity is found to be present in more than one bidding firm for a specific SI, as a Proprietor or/ and Partner/ or POA (Power of Attorney), in that case all the bids of the respective firms containing that particular entity shall be considered as non-responsive.

viii) Mismatch in Name: All documents uploaded by the Bidder, in support of his eligibility/credential for Pre-qualification to participate in this Tender should be same and identical & with Digital signature certificate (DSC). Minor mismatch like "M/S", "Kr/Kumar", "Co-Op/Co-Operative" etc to be made legalised/authenticated by the Bidder by proper Affidavit (duly Notarized) in this regard before agreement.

ix) Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work), storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to

the worksite.

x) The contractor should have sufficient technical manpower, tools and plants as mentioned in ITB to complete the work.

xi) Financial statements & Balance Sheet for the last 05 (Five) years (Audited if applicable).

xii) Income Tax return should be submitted for last 5 years.

xiii) GST registration Certificate, Professional Tax registration certificate, Pan Card (Income Tax), Trade license should be furnished.

xiv) No **CONDITIONAL/INCOMPLETE TENDER** will be accepted under any circumstances.

xv) Engagement of Sub-Contractor/Subletting is not permitted.

xvi) The bid of Any Black listed/debarred agency will not be accepted. If any partner of a Joint venture firm is black listed/debarred, the bid of that Joint venture will not be accepted

xvii) Payment Certificate will not be treated as Credential

xviii) Form 26 AS will not be considered as Payment Certificate

xix) Prospective applicants are advised to note carefully the **documents to be uploaded for qualification** as mentioned in the "**Instruction to Bidder (ITB)**" before bidding.

The amount of earnest money is **2% of the estimated cost of construction**

All duties, GST, taxes, royalties, cess, [including 1% cess under W.B. Road/Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other levies payable by the Contractor under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder.

To keep the constructed road in good condition during the next **05(Five) years** after the completion of the construction if any work is required for routine maintenance beyond scheduled provisions, if any, the same will be treated as defect liability and the Contractor has to do the maintenance work at his own cost.

In case of Joint Venture, the earnest money and/or security deposit including earnest money shall be in the name of the Joint Venture that submits the bid.

B) List of Important Dates of Bids:-

Sl No.	Particulars		Date	Time
1	Published Date		03/01/2023	17:00 Hrs.
2	Documents Download / Sale Start Date	From	03/01/2023	17:30 Hrs. (as per Server Clock)
3	Documents Download / Sale End Date	To	30/01/2023	15:00 Hrs. (as per Server Clock)
4	Bid Submission Start Date		03/01/2023	17:30 Hrs. (as per Server Clock)
5	Bid Submission End Date		30/01/2023	16:00 Hrs. (as per Server Clock)
6	Bid Opening Date (Technical)		03/02/2023	11:00 Hrs. (as per Server Clock)
7	Bid Opening Date (Financial)		After Evaluation of technical Bid	
8	Date and Place of Prebid Meeting	06.01.2023, 11.30 hours onwards		
		Office of the Superintending Engineer, Panchayats and Rural Development Department Government of West Bengal, Joint Administrative Building, Sector III, Salt Lake, Kolkata 700106		
9	Place of Opening Bid	Office of the Superintending Engineer, 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 Superintending Engineer, 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		

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.

Instructions to Bidders (ITB)

A. Scanned copies of the following documents to be up-loaded in PDF format in e-portal website <https://www.wbtenders.gov.in>

1. GST registration certificate (GSTIN)
2. Pan card (IT)
3. Trade license (latest valid)
4. Income tax return for last 5 years
5. Professional Tax registration certificate
6. Valid Registration Certificate with EPF Organization under EPF and Misc. Provision Act 1952
7. Financial statement and Balance sheet of last 5 years (Audited if applicable). UDIN should be mentioned if applicable (**UDIN to be mentioned at least for the FY which will be considered for qualification in turnover and Bid capacity calculation**) reports submitted beyond 1st July 2019.
8. Payment certificates (Signed by Competent Authority) to be uploaded in support of Turnover. The turnover will be indexed at the rate of 8 percent simple interest for a year.
9. Credential certificates
10. Relevant Documents of Key machineries as per ITB.
11. List of ongoing works in hand and the Physical and financial progress of those works as per **Annexure-C. For Joint venture Company, List of ongoing works in hand of all member and Physical and Financial progress of those works to be provided.**
12. Scanned copy of Bid Capacity calculation in his/her own letter head. (Calculation to be done as prescribed **annexure -B**)
13. Documents of Laboratory equipments own along with authenticated copy of invoice/challan as per ITB (In case of JV, invoice/ challan may be in the name of any firm of JV)
14. Tender form and NIT with all addendum and corrigendum to be uploaded will be (download and digitally signed. Quoting rate will only encrypted in the B.O.Q under financial bid. In case quoting any rate in printed tender form, the tender will be summarily rejected)
15. Special terms and conditions and specifications of work
16. Partnership firm shall furnish **partnership deed** and company shall furnish the Article of Association and Memorandum.
17. Joint Ventures Company/Firm should submit affidavit as per **Annexure F and agreement of Joint Venture** (in accordance with requirements mentioned in Annexure - G).
18. The registered cooperative societies should submit the registration certificate.
19. Power of attorney (in case of Partnership firm /Registered Co-Operative Society/Company/Joint Venture) to be uploaded.
20. Details of the technical personnel proposed to be employed for the Contract having the qualifications as per ITB. Qualification Certificate and appointment letter of the technical personnel to be uploaded. **No part time employment will be allowed.**
21. Bank Credit Certificate of appropriate amount should be provided as per format. (Format Attached as **annexure D**).
22. Affidavit regarding non-employment of any Government official under him, deployment of machineries, technical personnel, correctness of certificates, and investment of minimum cash up to 30% of estimated cost. As per **annexure-A**.

23. Letter head of the agency/contractor containing Name addresses and contact details. During the currency of the project and after completion if the address of the agency/contractor changes, it will be the responsibility of the contractor to intimate the authority regarding such changes.
24. Work program in terms of bar chart to be submitted.
25. Others (if any)

B. Bare Minimum requirements of machineries for road construction works is as follows.

This list is only indicative. The bidder shall have to arrange for every necessary machineries, tools & plants for the intended job.

Sl. No	Name of Machineries	Required Minimum number of Key Machineries
1	Batch type HMP minimum capacity 100 120TPH	1
2	Vibratory Roller (Soil Compactor)	1
3	Paver Finisher with electronic sensor	1
4	Wet Mix Macadam (WMM) Plant	1
5	12 – 15 tonne Pneumatic Tyre Roller	1
6	Tandem Roller	1
7	Concrete Mixer Machine / Concrete Batching Plant	1

N.B : Maximum age of Hot Mix Plant Batch Type, Paver finisher, Pneumatic Tyre Roller, Tandem Roller shall be 5years as on the date of publication of NIT. It may be extended up to 7 years, after getting fit certificate from the manufacturer and this certificate should be produced at the time of submission of bid. All other machineries and equipments should be in running condition. All plants, machineries and equipments will be verified by the competent authority before execution of the work.

- C.** Bare Minimum requirements of laboratory equipments for road construction works is as follows. Contractor has to set up field laboratory at his own cost. He has to arrange all necessary Laboratory Equipment as and when necessary. The indicative list of Lab instruments are as follows. The agency has to arrange the instruments required if any as per direction of Engineer In Charge.

SLNo	Name of Equipment	Quantity
1	Bitumen Extractor	1
2	IS Sieve Sets	1
3	AIV instrument	1
4	Digital Balance	1
5	Standard Proctor Test instrument Set	1
6	Sand Replacement test set	1
7	Oven	1
8	Equipment for LL/PL	1
9	Mechanised Bitumen Core Cutter	1

- D.** Bare Minimum requirements of Technical Personnel and their qualification are as follows for road construction works. (Provisional certificate in support of qualification will not be considered beyond 3 year from final examination).

Technical Personnel	Number	Experience
A. Degree Holder in Civil Engineering	One	2 (two) yrs.
B. Diploma Holder in Civil Engineering	One	3 (three) yrs.
C. Laboratory Technician (B.sc)	One	4 (four) yrs. Experience

E. Other instructions

- Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees up to **two decimal places**.
- No Mobilization Advance and Advance against purchase of equipments will be paid for the work
- No Advance of any kind will be paid for the work under any circumstances
- Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. will be entertained.
- The Employer requires the bidders / Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
- There will be no price preference to any bidder.
- No interest claim will be admissible during refund of earnest money and security deposit.
- Uploaded documents of valid successful bidders may be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required.
- Any bill (running account/final) payment of proposed executed work may be made to Agency as per availability of fund under RIDF.
- The engaged contractor will have to get registered under BOCW (RECS) act and shall have to contribute towards " The West Bengal Building and other Construction Workers' welfare fund" @ 1% (One percent) of the gross amount of the work by way of deduction from Running and /or final bill.
- Earnest Money & Security Deposit:** The Earnest Money will be released to L1 bidder / contractor subject to submission of Performance Security (P. S.) (2.5 % of Tendered amount for construction) acceptable to the Employer (Executive Engineer concerned) in the form of an unconditional Bank Guarantee or Fixed Deposit Receipt in favour of Executive Engineer concerned from a scheduled Commercial bank. The remaining 7.5% / 0.5% (as per current order enforced till 31.03.2023) S.D. Money will be deducted from running account (R.A.) bills, so that the total amount of S.D/P.S. will become 10% (Ten Percent) / 3% (Three Percent) of the Contract Price, retained at the end the Employer at the time of settlement of Final Accounts on completion of Construction.
- Time allowed for completion of work will be measured from the date of issue of work order
- If any erroneous printing found after agreement or any time in the SOQ (Schedule of Quantity) Quantity or Rate, the Tender Inviting authority reserve the rights to correct the same as per approved original estimate.
- Bidding documents (NIT and SBD) is to be uploaded by the bidder. The bidder has to only agree/ disagree on the conditions in the bidding document. The bidders who disagree on the conditions of bidding document cannot participate in the tender and his /their bid will be treated as informal.
- Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:***
 - Made misleading or false representations in the forms, statements, affidavits and attachments submitted in

proof of the qualification requirements; and / or record of submission of any false / fake document(s).
(ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

- a. (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
- q) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as per **annexure -B**:
- r) **Labour license**: The contractor has to obtain labour license from the office of Labour Commissioner of the concerned district in which the location/Site of the work falls under the provision of **West Bengal Contract Labour (Regulation and Abolition rules 1972)** and a copy of the said license has to be submitted to this office within 30 days of the issuance of Work order failing which the undersigned will in no case be held responsible for any action initiated by labour department. The under signed being the principal employer for the work, will however issue a certificate in prescribed proforma of labour department in form V for doing the needful by the labour commissioner.
- s) The successful bidder shall have to abide by all the labour related and other rules , regulations and laws of the land and the Tender Inviting Authority in no way shall be held responsible for financial or any other consequences arising out of non his noncompliance of the same.
- t) **Intending Bidder should read carefully read the CI No 41 of WB Form No 2911 (New version) (Finance Department G.O Number 5696- F(Y) dated 1st October 2019) regarding the suspension and debarment policy before participating the tender.**
- u) Quality Control testing work to be done at the bidder's own cost.
- v) **Tax Invoice needs to be issued by the agency**/contractor for raising claim showing separately the tax charged in accordance with the provisions of GST Act, 2017.
- w) The Contractor at his cost shall provide, in the joint names of the Employer (Executive Engineer) and the Contractor, insurance cover (**Contractor All Risk Insurance, CAR**) of the Work from the start date of work to the end date of successful completion of the work.
- x) **Priority of Documents**: The documents forming the contract are to be taken as mutually explanatory of one another. For purpose of interpretation, the priority of the documents shall be in accordance with the following sequence,
 - a. Notice to Proceed with the works;
 - b. Letter of acceptance;
 - c. Notice Inviting Tender
 - d. Special Terms and Conditions of Contract and General Conditions of Contract
 - e. Specifications;
 - f. Drawings;
 - g. Bill of Quantities; and
 - h. Any other document listed in the Contract Data as forming part of the Contract.


Superintending Engineer (P&RD)
Panchayats and Rural Development Department
Government of West Bengal

No 18/RD-P/RIDF/IS-01/2023

Dated: 02.01.2023

Copy forwarded for kind information and wide publication to: -

1. Sabhadhipati, BANKURA ZillaParishad.
2. Sri D.Bhattacharya, Additional Secretary to the Govt. of West Bngal, P&RD Dept.(HQ)
3. Chief Engineer, P&RD Dept. (HQ)
4. Financial Advisor, Govt. of West Bngal, P&RD Dept (HQ)
5. Superintending Engineer, RRNMU Barasat Circle/ North Bengal Circle / RRNMU Malda Circle/ RRNMU Bardhaman Circle/RRNMU PaschimMedinipur Circle/ SQC/Maintenance/Bridge
6. District Magistrate, BANKURA and Executive Officer BANKURA ZillaParishad.
7. Addl. Executive Officer, BANKURA ZillaParishad.
8. Executive Engineer (P&RD), BANKURA Division.
9. District Engineer, BANKURA ZillaParishad.
10. PS to HMIC, P&RD
11. PS to ACS, P&RD
12. District Information and Cultural Officer, BANKURA District
13. MIS Cell, P&RD Department for putting in Departmental Website
14. Office Notice Board.

Superintending Engineer (P&RD)
Panchayats and Rural Development Department
Government of West Bengal

ANNEXURE-A

SAMPLE FORMAT OF AFFIDAVIT

(To be furnished in Non Judicial Stamp paper of Rs 10/- or More value duly notarized on or after the date of publication of this NIT)

I, Sri....., S/o Sri..... aged..... years, Residing
at....., Proprietor/Partner/Director of....., do hereby solemnly affirm and declare in connection
with Construction of road from
..... is as
follows :

1. That I, the undersigned do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. That the undersigned also hereby verifies that neither any near relations of SE/EE/DE/AE/JE of the department nor any retired gazetted officers are in our employment.
3. The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the department to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance 120 days from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek references from the bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments/ apparatus to conduct the various tests on soil, aggregates and cement, concrete to maintain the quality at site. We will upkeep the laboratory set-up in good condition of the project.
9. We would deploy at site all necessary technical personnel for efficient contract management and supervision of works with a view to achieving best quality of works at site.

10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
11. Any departure whatsoever in any form will be considered as breach of contract. In such situation the department at his liberty may with hold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

ANNEXURE-B

$$\text{Assessed Available Bid capacity} = (A * N * M - B)$$

Where,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent simple interest a year) taking into account the completed as well as works in progress.
N = 1, if Completion time is more than 6 months , N=0.5 if completion time is less than equal to six months.

M = 3

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

ANNEXURE-C

Information on Bid Capacity as on the date of this bid.

a) Existing commitments and on-going works

Description of Work	Place & State	Contract No & date	Name of Address of employer	Value o contract (Rs. in Lakh)	Stipulate d period of completi on	Value of works remaining to be completed (Rs. Lakhs)*	Anticipated date of Completion
1	2	3	4	5	6	7	8

N.B : Suppression of any fact regarding work-in-hand will be liable for non-responsive of bid

ANNEXURE-D

**SAMPLE FORMAT FOR BANK CREDIT CERTIFICATE
(BANK LETTER HEAD WITH ADRESS)**

BANK CERTIFICATE

This is to certify that ----- is a reputed company with a good financial standing.
If the contract for the work, namely, ----- (Tender No. &
Name of work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the
extent of Rs. ----- to meet their working capital requirements for executing the above
contract.

Signature of Senior Bank Manager -----
Name of the senior Bank Manager -----
Address of the Bank -----

Stamp of the Bank

Note: Certificate should be on the letterhead of the bank and phone, fax and e-mail address should be written
clearly & not older than 03 Months.

ANNEXURE-E

BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To
The Executive Engineer
.....
.....

	Account Details
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS [NAME AND ADDRESS OF CONTRACTOR] (here after called "The Contractor") has undertaken , in pursuance of to execute..... (hereinafter called "The Contract").

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract.

AND WHEREAS we (indicate the name of the bank branch) have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor , up-to a total of Rs..... [amount of guarantee].....(in words). We undertaken to pay you, upon your first written demand and without cavil or argument, a sum within the ,limits of

[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein to the above beneficiary bank account.

We(indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We(indicate the name of the bank & branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present guarantee is absolute and unequivocal.

The payment / so make by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

We (indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms 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 anyway, release us from any liability under this guarantee and we hereby waive notice of any such change , addition or modification.

We, (indicate the name of the bank & branch) also undertake not to revoke this guarantee except with your prior written consent.

The Guarantee shall be valid up to It comes into force with immediate effect and shall remain in force and valid for a period of **One year and Six months** (Construction period claim period of six months). Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rs.....) and unless a claim in writing is lodged with us within the validity period of this Guarantee, i.e. up to , all our liabilities under this Guarantee shall cease to exist.

Signed and Sealed this

day of 20.....at

SIGNED, SEALD AND DELIVERED
For and on behalf of the BANK by

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES :

- (i) The bank guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

ANNEXURE-F

AFFIDAVIT-"F". (For Joint Venture only)

(To be furnished in Non Judicial Stamp paper of Rs 10/-00 or more value duly notarized on or after the date of publication of this NIT)

1. We, the undersigned, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.
2. Certified that required specified machineries for the works under this NIT shall be installed at the working site within 45 days from the date of work order if the machineries are required in the very initial stage of the work, otherwise machineries shall be installed at the working site well ahead of the actual requirement as per our submitted work programme.
3. The undersigned also hereby certifies that neither we..... nor any constituent had been debarred to participate in tender by any department of State Government and/or central Government during the last 5(five) years prior to the date of this NIT.

OR

The undersigned also here by declares that our firm..... /any constituent firm had been debarred by Department for the period ranging from to which has now been withdrawn/vacated in terms of Order No- dt of and excepting the above no such debarment by any department of State Government and/or central Government exist during the last 5(five) years prior to the date of this NIT.

4. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
5. Certified that We have applied in the Tender as Joint Venture with:
[Insert a list with full name and the legal address of each member, and indicate the Lead member].
We have attached a copy of the memorandum of understanding/Agreement of the joint Venture signed by every participating member, which details the likely legal structure of and the confirmation of joint venture and severable liability of the members of the said Joint Venture till completion of the work including the defect liability period.
6. Certified that we have applied in the Tender in the capacity of individual/as a partner of a firm or as member of any Joint Venture.
7. Certified that I have access to or have available liquid assets (aggregate of working capital, cash-in-hand, uncommitted Bank Guarantees) and / or credit facilities (i) for all partners combined not less than 10% of the estimated cost put to tender, (ii) for each partner, not less than 3% of the estimated cost put to tender and (iii) for one partner, not less than 6% of estimated cost put to tender. In this respect, we have attached necessary documents with this application.
8. I/we, the undersigned do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found/asertain to be incorrect/fabricated/misrepresented/fraudulent etc. accordingly tender will be liable to be cancelled/terminated immediately & we/our firm/company shall also be liable to prosecuted under Section 197, 199 & 200 of Indian Penal Code, 1860 along with Section 71 & Section 73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/Security Deposit.

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with seal

Date _____

Note : For Joint Venture, either all members shall sign or only the Lead member shall sign, in which case the power of attorney in favour of such Lead member to sign on behalf of all members of the Joint Venture shall be attached.

ANNEXURE-G

Provisions required to be Included in the Joint Venture Agreement

If the application is made by a joint venture of two or more firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority*) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture. A certified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:

- a. Name, style and Project(s) specific JV with Head Office address
- b. Extent (or Equity) of participation of each party in the JV
- c. Commitment of each party to furnish the Bond money (i.e. Bid Security, performance Security and security for Mobilization advance) to the extent of his participation in the JV
- d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement)
- e. Working Capital arrangement of JV
- f. Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, both the partners are required to operate.
- g. Provision for cure in case of non-performance of responsibility by any party of the JV.
- h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV. The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- i. Management Structure of JV with details
- j. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV
- k. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works
- l. The Power of Attorney shall be duly notarized.
- m. Any other relevant details

Special Terms and Conditions

C.1 General :

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

(i) 'Schedule', which means the Public Works (Roads) Department Schedule of Rates for Road works

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

The word "Engineer-in-Charge" means the Executive Engineer, P&RD Department of the concerned District

The word "Department" appearing anywhere in the tender documents means P&RD Department, Government of West Bengal, who have jurisdiction, administrative or executive, over part or whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge.

The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

C.3 Terms & Conditions in extended period :

As Clause 5 of W.B.F. No. 2911 (new version) (Finance Department G.O Number 5696- F(Y) dated 1st October 2019) as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.

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

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

C.5 Transportation arrangement:

The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have arrange at his own initiative so that progress of work would not hamper and no claim whatever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

C.6 Contractor's Site Office:

The contractor shall have an office adjacent to the work as may be approved by the Engineer-in- Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's

authorised agent or representative. For such intimation to the contractor's site office, it shall be deemed to the sufficient enough to be served upon the contractor.

C.7 Incidental and other charges :

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

C.8 Authorised Representative of Contractor :

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

a) General day to day management of work. .

b) To give requisition for Departmental materials, Tools & Plants etc., if any, to receive the same and sign hand receipts thereof. .

c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor. .

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

C.9 Power of Attorney :

Where an individual person holds a digital signature certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to and appropriate cadre officer of the company or an authorized partner of a firm, having a registered power of attorney empowered by the Board or by the firm, shall invariably upload a copy of Registered power of attorney showing clear authorization in his favour, to upload such tender.

C.10 Extension of time :

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 and Clause- 68 of the printed form of W.B.F. 2911 (new version)(**Finance Department G.O Number 5696- F(Y) dated 1st October 2019**).

C.11 Contractor's Godown :

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any

cement, which is found at the time of use to have been damaged, shall be rejected and must immediately to remove from the site by the contractor as per directed of the Engineer-in-Charge.

C.12 Arrangement of Land :

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

C.13 Use of Government Land :

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

C.14 Royalty :

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

C.15 Site Order Book :

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

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

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

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

l) Date of recording final measurement.

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

C.16 Clearing Of Materials :

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. Total length (in case of road project) shall be demarcated by proper chainaging anon with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of Engineer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

C.17 Sundry Materials :

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-in-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour require for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.

C.18 Supplementary / Additional items of Works :

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

(a) Rate of supplementary items shall be analysed to the maximum extent possible from rates of the allied items of work appearing in the P.W. (Roads) Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of preparation of the estimate.

(b) In Case, extra items do not appear in the above Public Works (Roads) Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of preparation of the estimate.

(c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work.

Black-market rates or Unbalanced market rates shall never be allowed.

Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a) & (b) stated above only.

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

C.19 Covered up works :

When one item of work is to be covered up by another item of work the latter item shall not be done before the formal Item has been measure up and has been inspected by the Engineer-in-Charge or the Sub-Divisional Officer/Assistant Engineer, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. When however, this is not possible for practical reasons, the Junior Engineer, if so authorized by

the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.

C.20 Approval of Sample:

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

C.21 Water and energy :

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

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

C.22 Road opened to traffic :

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programmed of work must be as adjusted as would not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing

extra will be paid except otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such injury or accident, if so happens, as per opinion of the Engineer-in-Charge, due to contractor's fault in compliance with any of such obligations.

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

C.23 Drawings :

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

C.24 Serviceable Materials :

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

C.25 Unserviceable Materials :

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

C.26 Contractor's risk for loss or damage :

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

C.27 Idle labour & additional cost :

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

C.28 Charges and fees payable by contractor:

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

b) The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark or name of other protected write in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

C.29 Issue of Departmental Tools and Plants:

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

C.30 Realization of Departmental claims :

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

C.31 Compliance of different Acts :

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

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

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

C.32 Safety, Security and Protection of the Environment:

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

(a) have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),

(b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,

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

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

C.33 Commencement of work :

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

C.34 Programme of work :

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

C.35 Setting out of the work :

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

C.36 Precautions during works :

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

C.37 Testing of qualities of materials & workmanship:

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

C.38 Timely completion of work :

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

C.39 Procurement of materials :

the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

C.38 Timely completion of work :

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

C.39 Procurement of materials :

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

C.40 Rejection of materials :

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

C.41 Implied elements of work in items :

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

C.42 Damaged cement :

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

C.43 Issue of Departmental Materials:

Departmental materials will not be issued under any circumstances.

C.44 Force Closure :

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

C.45 Tender Rate:

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

C.46 Delay due to modification of drawing and design :

The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.

C.47 Additional Conditions :

A few additional conditions under special terms and conditions :

C.47.1. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

C.47.2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.

C.47.3. Display board (Informatory) of size as specified by NABARD for RIDF Work is to be provided at starting and end chainage of the work-site with aluminium plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Metre at

C.47.9. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT/GST will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

C.48 Payment of Bills :

As mentioned in clause 7 of Form 2911 (new version). (Finance Department G.O Number 5696- F(Y) dated 1st October 2019)

C.49 Suspension and Debarment:

As mentioned in clause 41 of Form 2911 (new version). (Finance Department G.O Number 5696- F(Y) dated 1st October 2019)

C.50 Quality Control Test:

Quality Control test to be done and Quality Control Register (QCR) to be maintained as per standard guideline and / or frequency prescribed for RIDF Works.

Signature of applicant
including title and capacity in which
application is made
Date:


Superintending Engineer (P&RD)
Panchayats and Rural Development Department
Government of West Bengal

SCHEDULE OF RECOVERY FOR NON ENGAGEMENT OF TECHNICAL PERSONNEL

Recovery Schedule (Non Refundable) for Non engagement of Technical Representative in the work will be as follows:--

SlNo	Category of Technical Person	Amount of Recovery (Non Refundable) per day in INR
1	BE (Civil)/ B Tech Degree Holder In Civil Engineering	2100/- (Rupees Two Thousand One Hundred Only)
2	Diploma Holder In Civil Engineering	1350/- (Rupees One Thousand Three Hundred and Fifty only)
3	Laboratory Technician (B.Sc degree holder or equivalent)	1000/- (Rupees One Thousand only)


Superintending Engineer (P&RD)
Panchayats and Rural Development Department
Government of West Bengal