



WEST BENGAL STATE RURAL DEVELOPMENT AGENCY BIRBHUM DIVISION

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No. **1119** /BIR/ WBSRDA

Dated: 23/11/2022

NOTICE INVITING PRE-QUALIFICATION - CUM – TENDER (TWO COVER SYSTEM) FOR RIDF PROJECTS (E-Procurement)

e-NIT NO. 04/2022-23/WBSRDA/RIDF-XXVIII/BIR

For and on behalf of Panchayats and Rural Development Department, Govt. of West Bengal, the Superintending Engineer (P&RD), North Bengal Circle invites **E-Tender in percentage rates for each of the following RIDF works 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 pre-qualification document and having registration in e-procurement portal (www.wbtenders.gov.in) under Govt. of West Bengal may submit their bids. The intending contractors must have completed at least one work of similar nature in a single contract as a prime contractor within last five years from the date of issue of this NIT, value of which is not less than 40% of the amount put to tender.** 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.	Name of the work under Administrative Block	Estimated Cost put to Tender (including 5 Years Maint. Cost) (Rs.)	Earnest Money/Bid Security (Rs.)	Cost of Bid Document (Rs.)	Completion Time (Months) (including Rainy season)	Defect liability Period
1	Construction of road from Palundi to Sundarpur under Nanoor Block	Rs. 1,62,37,586=00	Rs. 3,24,752=00	Rs. 5,000=00	12 (Twelve) Months	5 Years (after Physically completion)
2	Construction of road from Ganpur to Bharkata under Md. Bazar Block	Rs. 1,73,22,330=00	Rs. 3,46,447=00	Rs. 5,000=00	12 (Twelve) Months	5 Years (after Physically completion)
3	Construction of road from Chinpai to Dechandra under Dubrajpur Block	Rs. 1,46,84,455=00	Rs. 2,93,690=00	Rs. 5,000=00	12 (Twelve) Months	5 Years (after Physically completion)
4	Construction of road from Paikpara Level Crossing to Velian via Kalitha under Nalhati – I Block	Rs. 2,42,99,300=00	Rs. 4,85,986=00	Rs. 5,000=00	12 (Twelve) Months	5 Years (after Physically completion)

- Intending bidders may download tender documents from e-procurement portal of our website: www.wbtenders.gov.in from **23/11/2022 17:30 Hours to 14/12/2022 (up to 17:00 Hours)**. The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **17:30 hrs (as per server clock) on 14/12/2022**.
- 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 & Cost of Bid Documents:** Cost of Bid Documents & Earnest Money should be deposited in **SBI, Suri Branch, Suri, Birbhum vide Account Number: 11126063218, IFSC No. SBIN0000191** in favor of **"The Executive Engineer, WBSRDA, Birbhum Division"** through

RTGS/NEFT/CBS system only. The Serial number of NIT and UTR number should be clearly mentioned on the deposit challan. Payment made otherwise will be rejected.

- The pre-qualification (Technical Bids) documents will be opened on 19/12/2022 at **11:00** 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 **05(Five) working days** during which any bidder may submit **complaint** which shall be considered for resolution before opening the financial bid.
- **Clarification of Bid/Shortfall Documents:** During evaluation and comparison of bids, the TIA may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in online mode only (**No tenderer in any circumstances will be asked to come physically to submit clarification**), asking the tenderer to respond by a specified date, and also mentioning there in that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. (Example: if the Permanent Account Number, GSTN number has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder.
- 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.
- Cess, Taxes and Duties if any at applicable rates will be deducted from the bill of the contractor.
- **Additional Performance Security in Road Projects**
 - 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, vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal.
- **The Security Deposit** money of successful bidders will be released as per clause no: 17 of 2911/2911 (i) /2911 (ii).
- The intending Bidders should satisfy himself about the alignment of the proposed road site and other site condition at his own cost, before quoting their rates.

A) The eligibility criteria are given below:

1. The applicant in the same name and style should have achieved annual turnover in any of the year over the last three years (excluding current year) (50% of which is from civil engineering construction works and equivalent and to be supported by payment certificates).
 - a) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
 - b) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.

2. The applicant in the same name and style as prime contractor should have successfully completed at least one contract of same type of work at least 40% value of the proposed contract within the last 5 years.
3. The contractor should have sufficient technical manpower, tools and plants as mentioned in ITB to complete the work.
4. The prime contractor should have necessary bid capacity to execute the work (Documentary evidence in proof of the above should be enclosed).
5. Financial statements for the last 05 (Five) years (Audited).
6. Income Tax return should be submitted for last 5 years.
7. GST registration Certificate, latest submitted GST return & Professional Tax registration certificate with latest challan, Pan Card (Income Tax), Trade license should be furnished.
8. Joint venture will not be allowed
9. Proposal for sub-contracting is not allowed
10. No CONDITIONAL/INCOMPLETE TENDER will be accepted under any circumstances.
11. The bid of Any Black listed agency will not be accepted.
12. Arbitration will not be allowed in any case.
13. Prospective applicants are advised to note carefully the **documents to be uploaded** for qualification as mentioned in the "Instruction to Bidder" 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/building in good condition during the next 05(Five) years after the completion of the construction if any work is required for routine maintenance, the same will be treated as defect liability and the Contractor has to do the maintenance work at his own cost.

B) List of Important Dates of Bids: -

Sl No.	Particulars	Date	Time
1	Published Date	23-11-2022	17.30 Hrs
2	Documents Download / Sale Start Date	23-11-2022	17.30 Hrs
3	Bid Submission Start Date	23-11-2022	17.30 Hrs
4	Documents Download / Sale End Date	14-12-2022	17.00 Hrs
5	Bid Submission End Date	14-12-2022	17.30 Hrs
6	Bid Opening Date (Technical)	19-12-2022	11.00 Hrs
7	Bid Opening Date (Financial)	To be intimated later on	
8	Place of Opening Bid	OFFICE OF THE EXECUTIVE ENGINEER WBSRDA, BIRBHUM DIVISION	
9	Officer Inviting Bid	The Executive Engineer, WBSRDA, Birbhum Division	
10	Last Date of Bid Validity	<u>120 days from the date of opening of financial Bid</u>	

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 and latest challan
6. Financial Statement of last 5 years (Audited).
7. Valid Registration Certificate with EPF Organization under EPF and Misc. Provision Act 1952
8. Balance sheet of last 5 years (Audited). UDIN should be invariably mentioned in the document if applicable (For Turn over more than 1.0 Crore) for all reports submitted beyond 1st July 2019. Form 3CA/3CB/3CD as applicable should also be provided by the bidder if annual turnover is more than 1.0 Crore as per Rule section 44 AB of I.T. Act.
9. Payment certificates (Signed by Competent Authority) in support of Turnover. The turnover will be indexed at the rate of 8 percent simple interest for a year.
10. Credentials for successful completion (certificates from the officer not below the rank of Executive Engineer / or equivalent) of at least one contract of same type of work in the same name and style as prime contractor having a magnitude of at least **40% of the amount put to tender** of the proposed contract within the last 5 years.
11. List of machineries possessed by own/arranged through lease deed along with authenticated copy of invoice/challan as per ITB. (*Engine number and/or chassis number of all machineries either owned or leased should be provided*). Maximum age of aforesaid plants and machineries shall be 5 years as on the date of publication this NIT and may be extended up to 7 years after getting fit certified from the manufacturer and the said certificate should be produced at the time of submission of bid. All the plants, machineries and equipment will be verified by the competent authority before execution of the work.
12. List of ongoing works in hand and the Physical and financial progress of those works as per **Annexure-C**
13. Scanned copy of Bid Capacity calculation in his/her own letter head. (Calculation to be done as prescribed **annexure -B**)
14. Necessary Laboratory equipment along with authenticated copy of invoice/challan as per ITB
15. 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)
16. Special terms and conditions and specifications of work
17. Partnership firm shall furnish **registered partnership deed**, registered co-operative society shall furnish By-Law and the company shall furnish the Article of Association and Memorandum.
18. The registered cooperative societies should submit the registration certificate, Current Renewal Certificate of their co-operative from the competent authority with the technical bid.
19. Power of attorney (in case of Partnership firm /Registered Co-Operative Society) and for company certified copy of board resolution to be uploaded.
20. Details of the technical personnel proposed to be employed for the Contract having the qualifications as per ITB. Qualification Certificate of the technical personnel to be uploaded.
21. Bank Credit Certificate of 10% of the Amount put to Tender should be provided as per format. (Format Attached as **annexure D**). Deviation in any form in respect to the attached format will not be accepted. The date of issuance of certificate should not be earlier than the date of publication of 1st call of NIT.
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. Challan of Bitumen will only be valid after acceptance of tender.

26. Correction of Defects noticed during the Defects Liability Period and Routine Maintenance of Roads for five years

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion Date and ends after five years. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.

Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins from the Completion Date and ends after five years.

The routine maintenance standards shall meet the following minimum requirements: -

- (i) Potholes on the road surface to be repaired soon after these appear or brought to his notice either during the Contractor's monthly inspection or by the Engineer.
- (ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- (iii) Cleaning of surface drains including reshaping to maintain free flow of water.
- (iv) Cleaning of culverts and pits for free flow of water.
- (v) Maintenance of road signs, pavement markings and other traffic control devices
- (vi) Any other maintenance operation required to keep the road traffic worthy at all times during the maintenance period.

To fulfil the objectives the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer, the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

27) Acceptance and subsequent work order will be given as per availability of fund.

28) Others (if any)

29) 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 **individual work**.

Sl. No	Name of Machineries	Required Minimum number (For work value up to Rs 5.00 Cr.)	Required Minimum number (For work value greater than Rs 5.00 cr.)
1	Light-Duty Mobile HMP with separate heating & mixing drum	1	1
2	Smooth Wheeled Roller (8-10 Tonne).	1	2
3	Concrete Mixer	1	2
4	Vibratory Roller	1	1
5	Backhoe/Excavator	1	2

Note: All machineries either owned or leased should have independent Engine Number and/or Chesis Number. Documentary Evidence in this regard should be submitted.

- 30) 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.

<i>Sl.No</i>	<i>Name of Equipment</i>	<i>Quantity</i>
<i>1</i>	<i>Bitumen Extractor</i>	<i>1</i>
<i>2</i>	<i>IS Sieve Sets</i>	<i>1</i>
<i>3</i>	<i>Core Cutter</i>	<i>1</i>
<i>4</i>	<i>AIV instrument</i>	<i>1</i>
<i>5</i>	<i>Digital Balance 25Kg</i>	<i>1</i>
<i>6</i>	<i>Digital Balance 5Kg</i>	<i>1</i>
<i>7</i>	<i>Standard Proctor Test Instrument Set</i>	<i>1</i>
<i>8</i>	<i>Sand Replacement test set</i>	<i>1</i>
<i>9</i>	<i>Oven</i>	<i>1</i>
<i>10</i>	<i>Casagrande Equipment for LL/PL</i>	<i>1</i>

- 31) The Number of Technical personnel, Qualifications and Experience will be as follows:
The Technical Personnel are:

Technical Personnel	Number	Experience
A. Degree Holder in Civil Engineering / Experienced Diploma Holder in Civil Engineering	One/ One or more as per requirement	Experience 3 (three) yrs./ 10 (ten) years in construction
B. Diploma Holder in Civil Engineering	1 no	3 (three) yrs. Experience
C. Supervisor	1nos.	4 (four) yrs. Experience

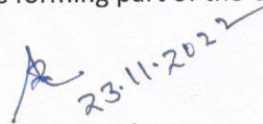
- 32) Other instructions

- 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. & arbitration 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 (2% of amount put to tender) will be released to L1 bidder / contractor subject to submission of Performance Security (P. S.) (2.5 % of Tendered Amount) 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 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 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.
- The Performance Security (P.S.) should have validity of covering the Work Order period initially. The Performance Security should be extended by the bidder in a way so as to cover 5 years from the date of completion. The claim period of the P.S if in the form of Bank Guarantee should be 5 years and 45 days from date of completion of the work.
- **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**
- 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:***
 - (i) 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.
 - (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.
- In case of submission of false and misleading document, the **earnest money** of the bidder will be forfeited and he may be black listed for next Two years.
- 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:**

- **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.
- 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.
- **Intending Bidder should carefully read the CI No 41 of GCC regarding the suspension and debarment policy before participating the tender.**
- **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.
- 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.
- **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 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.

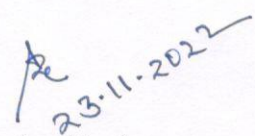

 Executive Engineer
 WBSRDA, Birbhum Division

Memo No: 1119/1(3)/BIR/WBSRDA

Date – 23-11-2022

Copy forwarded for kind information to: -

1. Sri D. Bhattacharya, Additional Secretary to the Govt. of West Bengal, P&RD Dept. (H.Q.)
2. The Chief Engineer, P&RD Dept. (H.Q.)
3. The Superintending Engineer, WBSRDA, P&RD Dept. (H.Q.)
4. The Superintending Engineer, RRNMU, Bardhaman Circle.


 Executive Engineer
 WBSRDA, Birbhum Division

Memo No: 1119 /2(8)/BIR/WBSRDA

Date – 23-11-2022

Copy forwarded for kind information to: -

1. The Sabhadhipati, Birbhum Zilla Parishad.
2. The District Magistrate, Birbhum & Executive Officer Birbhum Zilla Parishad.
3. The Additional Executive Officer, Birbhum Zilla Parishad
4. The Karmadhyaksha, PKOPSS, Birbhum Zilla Parishad.
5. The District Engineer, Birbhum Zilla Parishad
6. The Financial Officer, Birbhum Division.
7. The District Information and Cultural Officer, Birbhum District.
8. Office Notice Board.

23.11.2022
Executive Engineer
WBSRDA, Birbhum Division

ANNEXURE-A

SAMPLE FORMAT OF AFFIDAVIT

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 DE/SE/AE/SAE 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 90 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 (works for which bids have been submitted and works which are yet to be completed) 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 of contract (Rs. In Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Engine Number and chesis number of the Machinery	Anticipated date of Completion
1	2	3	4	5	6	7		8
							a)Smooth Wheeled roller: b)Mobile HMP: c)Concrete mixer:	

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

* Enclose certificate from EIC/DDO for value of work remaining to be completed

b) Works for which bids already submitted (Work-order not issued)

Description of Work	Place & State	Name of Address of employer	Estimated Value of Work (Rs. In Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

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
WBSRDA, Jalpaiguri Division

	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.

.....END.....