

WEST BENGAL STATE EXPORT PROMOTION SOCIETY (WBSEPS)
GOVERNMENT OF WEST BENGAL.
OFFICE OF THE DIRECTOR AND MEMBER SECRETARY
OSWAL CHAMBERS, 4TH. FLOOR , ROOM NO 401.
2, CHURCH LANE , KOLKATA -- 700 001.
Phone:-2243-0380, Tele-fax:-91-33-22439187

Website- www.wbseps.com

E-mail –wbseps@gmail.com

Notice inviting e-tender no. WBSEPS/DMS/e-26/16-17/UHSlg Outdoor Elec

Director and Member Secretary, West Bengal State Export Promotion Society(WBSEPS), under the Department of Micro, Small & Medium Enterprises and Textiles (MSME&T Dept), Government of West Bengal, invites e-tender from bonafide, reliable and experienced organization etc. for undertaking the Outdoor Electrification works in the premises of Urban Haat, Siliguri at New Township, at R.S plots nos.135(p), 136(p), Mouza- Dabgram, J.L.No 2, sheet No. 16, P.S. Rajganj, Dist. Jalpaiguri, West Bengal; as given below;

(Submission of Bid through **online**)

Name of Work	Estimated Amount (In Rupees)	Earnest Money (In Rupees)	Cost Of Tender Documents	Period of Completion	Eligibility of Bidder
Outdoor Electrification works at the premises of Urban Haat, Siliguri at New Township, Siliguri.	39,50,264/-	79,005/- [through online submission]	Dispensed by F.D. (Audit Branch),Govt of W.B. vide memo no. 9701-F(Y) Dt. 30/11/12	60(sixty) Days	Bonafide, Resourceful and reliable Contractor having experience in execution of similar nature of work (Eligibility Criteria as per SI No 3 mentioned below)

(1) In the event of e-filling, intending bidder may download the tender documents from the website: - <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. The EMD shall be received and refunded (of the unsuccessful bidders) online in accordance with Finance Department Memo No. 3975-F(Y) dated 28/07/2016. **Necessary Earnest Money will be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal** with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name(ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD.

(2) **Technical Bid & Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>

(3) **Eligibility criteria for participation in the tender:-**

(i) a) The prospective Bidder must have valid **Electrical Contractors License with Electrical Supervisors'** holding **Supervisor competency certificate** on the parts **1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B), 10, 11 & 12** or equivalent **National Supervisors' certificate of competency** as per I.E. Rules.

b) **SSC Certificate with declaration workman permit for applicable parts.**

ii) The prospective bidders shall have satisfactorily completed **as a prime agency** during the last 5 (five) years from the date of issue of this Notice and they shall have **credential of at least** either of the following [Non statutory Documents].:-

a) **40% of the estimated amount put to tender** for at least **one work** of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt. / Public Limited Company

b) **30% of the estimated amount put to tender** for at least **two works** of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt./ Public Limited Company

c) **One single running work** of similar nature under authority of State/ Central Govt. State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt. / Public Limited Company which has been completed to the extent of **80%** or more and value of which is **not less than the desired value of (a) above.**

N.B.:- In case of running works within India, certificate of satisfactory running work from the concerned Executive Engineer or Equivalent competent authority and in case of Public Limited Company from the concerned officer of the Company, mentioning that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, the total value of work and both executed value.

N.B.:- Estimated /Executed amount, Date of Completion of project and detail communicational address of client must be indicated in the credential certificate for similar nature of work.

Clarification:- In case of State / Central Govt. State / Central Govt. undertaking / Statutory Bodies Constituted under the stature of the Central / State Govt. Certificate of Work completion within India only will be considered as credential mentioning actual date of completion not below the rank of Executive Engineer and in case of Public Limited Company Certificate of Work completion from the concerned officer of the Company will be considered as credential. (Without date of completion the same will not be entertained).

(iii)(a) Bonafide, Resourceful and reliable Electrical contractors.

(b) Subletting of contract is strictly prohibited.

(c) The contractor who has been de-listed or debarred by any Government department shall not be eligible in any way.

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

(v) The prospective bidders shall have Valid Trade License / Income Tax return / Professional Tax Clearance

Certificate / P.T. (Deposit Challan) / Pan Card / VAT Registration Certificate with VAT return of last quarter/Service Tax certificate/ Voter ID Card for self identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]

(vi) (i) The rate should be quoted excluding the service Tax only. The service Tax, if payable as per directive of the appropriate authority, will be reimbursed by the department separately. **Service tax as applicable will be paid extra on production of valid documents.**

(ii) **VAT on supply items will be paid extra as applicable.**

(vii) Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.

(viii) Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co.- Op. Societies are required to furnish **valid Bye Law, Current Audit Report, Valid Clearance Certificate from A.R.C.S.** for the year 2015 **along with other relevant supporting papers. [Non Statutory Documents].**

(4) No mobilization /secured advance will be allowed.

(5) Bids shall remain valid for a period not less than **120 days (One Hundred twenty)** from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

(6) Agencies shall have to arrange for storing of materials, labour shed etc. at their own cost and responsibility.

(7) Constructional Labour Welfare Cess @ 1(one) % of cost of construction work will be deducted from every Bill of the selected agency.

(8) In connection with the work, **Arbitration** will not be allowed.

(9) Running payment for work will be credited through A/C pay cheque after duly certified by the concerned officer of WBSEPS. The value of each R.A. bill should be of minimum work value of 30% of tender estimated cost or 12.00 lakhs whichever is less based on the basis of measurement jointly. Only Three (3) Running payments for work will be allowed. The final bill will be accepted only after successful completion of the work duly certified by the concerned officer of WBSEPS. A bill/Running Bill(R.A) shall be submitted by the contractor after completion of works 30% or work done value of 12.00 lakhs, whichever is lower or before the date fixed by the Officer-in charge/ Concerned Engineer for all work executed in the previous bill, and the Officer-in charge/ Concerned Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Officer-in charge may depute a subordinate to measure up the said work in the presence of the contractor, whose counter-signature to the measurement list will be sufficient warrant, and the Concerned Engineer prepare a bill from such list which shall be binding on the contractor in all respects.

(10) Important Information : -

(Date & Time schedule)

Sl. No.	Particulars	Date & Time
1.	Publishing of Tender	11.03.2017 at 1.00 P.M.

2.	Documents download start date (Online)	11.03.2017 at 1.00 P.M.
3.	Bid submission Start Date	11.03.2017 at 1.00 P.M.
4.	Documents download end date (Online)	25.03.2017 at 3.00 P.M.
5.	Bid Submission End Date	25.03.2017 at 3.00 P.M.
6.	Last date of physical submission of original documents	27.03.2017 at 1.00 P.M.
7.	Technical Bid Opening	27.03.2017 at 3.00 P.M.
8.	Financial Bid Opening	To be informed later on.

**(11) LOCOATION OF CRITICAL EVENT:
PHYSICAL SUBMISSION & BID OPENING PLACE:**

**Office of the Director & Member Secretary,
West Bengal State Export Promotion Society,
Oswal Chambers, 4th floor, Room No. 401,
2, Church Lane, Kolkata- 700 001.**

(12) The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Officer-in-Charge/ Engineer-in-Charge at his own cost for a period of 1(One) year from the date of completion of the work. If any defects/damages is found during the period as mentioned above contractor shall make the same good at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect. Also the Prospective Bidders shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and a period of 1(one) year from the date of successful completion of the work to the entire satisfaction of the Officer-in-Charge/ Engineer-in-Charge may be considered towards release of full "Security Deposit".

A retention towards Performance Security amounting to 10 (ten) percent (including 2% Earnest money) of the billed amount shall be made from the 1st RA bill to the Final Bill.

No interest would be paid on the Performance Security Deposit.

(13)All Bidders are requested to present in the Office of Director & Member Secretary, West Bengal State Export Promotion Society, Kolkata, during opening the financial bid after opening of the said bid to obtain the suitable rate further, if it is required. Any objections in this respect will not be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal Bidder will be entertained in the Bid further.

(14)Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.

(15) Earnest Money: - The amount of Earnest Money @ 2% (two percent) of the estimated amount/amount put to tender i.e; Rs 79005/- (Rupees Seventy nine thousand and Five only) should be remitted through his net banking enabled bank account, maintained at any bank or: offline –through any bank by generating NEFT/ RTGS chalan from the e–tendering portal. Intending Bidder will get the Beneficiary details from e–tender portal in favour of "West Bengal State Export Promotion Society", against the work.

(16)The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.

(17) (A) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department.

(B) Tender inviting authority reserves the right to reject/cancel any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.

(C) Tender inviting authority reserves the right to issue any corrigendum to the NIT or cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

(18) Refund of EMD: The Earnest Money of all the unsuccessful bidders will be refunded through online process after uploading **AOC (Award of Contract) procedure** as per Government Order 3975-F(Y), dated 28/07/2016 of Secretary Finance Department, Govt. of West Bengal. No interest will be paid on Earnest Money Deposit.

(19)Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.

(20)Conditional/ Incomplete tender will not be accepted.

(21)Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

(22)If any tenderer withdraws his/her offer before acceptance or refuse within a reasonable time without giving any satisfactory explanation , he /she shall be disqualified for submitting any tender invited by this office for a minimum period of 1(one) year.

(23)During the scrutiny, if it come to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice. The Officer-in-charge reserves to right to cancel the N.I.T. due to unavoidable circumstances and any claim in this respect will not be entertained.

(24)Before issuance of the **WORK ORDER**, the tender inviting authority may verify the credential and other original documents of the lowest bidder if required. After verification if it is found that the documents submitted by the lowest bidder is either manufactured or false in that case work order will not be issued in favour of the said bidder under any circumstances.

(25)If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence.

- (i)** N.I.T
- (ii)** Special Terms & Conditions.
- (iii)** Technical Bid.
- (iv)** Financial Bid.

(26)Qualification Criteria: -

The tender inviting & Accepting Authority through an “Evaluation Committee” will determine the eligibility of each bidder. The financial offer of the prospective bidder will be considered only if the bidder qualifies in the Technical Bid.

If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder will be out rightly rejected at any stage without any prejudice. The decision of The Officer-in-charge will be final and no challenge against such decision will be entertained.

(27) Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour by the rest of the directors of such company or the partners of such firm to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act,

(28)The tender inviting authority is not obligated to offer work order to the lowest bidder.

(29) Tender inviting authority at his own discretion may relax minor shortfall (if any) of the qualification criteria of the participants for the interest of Government works.

INSTRUCTION TO BIDDERS **SECTION – A**

1. General guidance for e-Tendering

Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

2. Registration of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in> , the contractor is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC)

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

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

5. Submission of Tenders.

General process of submission, Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following further two covers (folders).

A-1. Statutory Cover Containing

- i. NIT with all agenda & corrigendum (**download & upload the same Digitally Signed, quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate offline the tender liable to summarily rejected**).

A-2. Non statutory Cover Containing

- i. Registration Certificate under Company Act. (If any).
- ii. Registered Deed of partnership Firm/ Article of Association & Memorandum (if any)
- iii. Power of Attorney (For Partnership Firm/ Private Limited Company if any)
- iv. Valid Trade License, Professional Tax (PT) deposit receipt challan[Up-to-date], Pan Card, I.Tax acknowledgement receipt for the latest assessment year, Saral [for last 3 years], VAT Registration Certificate with vat return of last quarter. Service Tax Certificate.
- v. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) by laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.-Opt.(S).
- vi. Requisite Completion Certificate from not below the rank of Executive Engineer for completion of at least one similar nature of work having a magnitude of at least 40 (Forty) percent of the amount of the tender (**For prospective bidder**).
- vii. Electrical Supervisors" Certificate of Competency in parts 1, 2, 3, 4, 5, 6(A), (B),7(A), (B), 10, 11 & 12 or equivalent National Supervisors Certificate of Competency.
- viii. The prospective bidder shall have in their full time engagement experienced technical personal, the minimum being one Electrical Engineer Degree holder / Electrical Engineer Diploma Holder (Authenticated document in respect of qualification and engagement shall be furnished for the Technical evaluation (**For Prospective Bidder**) SSC Certificate with declaration permits for applicable parts.
- ix. Documents Related to Appointment to work man one Degree/ Diploma holder in Electrical Engineering.

Note:- Failure of submission of any of the above mentioned documents (as stated in A1 & A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

B. Financial proposal

- i. The financial proposal should contain the following documents in one cover(folder) i.e. Bill of quantities (BOQ) the contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

7. Penalty for suppression / distortion of facts

Submission of false document by tenderer is strictly prohibited & if found action may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

8. **Penal Measures:** The successful agency/bidder selected for executing the public work shall be penalized for false declaration/Forgery/falsification of records submitted or failure to execute committed contract or failure to perform Contractual obligations in full and thereby resulting in delay or execution of faulty works.

The penal measures including suspension/debarment against the vendor shall be taken in terms of G.O No. 547-W(C)/1M-387/15 dated 16.11.2015. A person/entity/joint venture/consortium who/which has already been suspended/ debarred or has any Suspended/debarred member(s)/ partner(s)/ person/entity is not allowed to participate in this bid till revocation of the same.

9. REJECTION OF BID

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (tender accepting authority) action.

10. PAYMENT TERMS

As mentioned in this NIT.

Sd/-
Director & Member Secretary
West Bengal State Export Promotion Society

Memo No: SEPS/1634 (9)/16-17

Date:10.03.2017

Copy forwarded for information to the: -

1. The Sabhadhipati, Jalpaiguri Zilla Parishad, Jalpaiguri.
2. The Chief Executive Officer, SJDA.
3. The District Magistrate, Jalpaiguri.
4. The Superintending Engineer, Electrical Planning & Monitoring Circle, PWD
5. The Superintending Engineer, North Bengal Electrical Circle, PWD
6. Executive Engineer, Darjeeling Electrical Division, PWD.
7. The General Manager, D.I.C. Jalpaiguri
8. The Officer-in Charge, Sub D.I.C. Siliguri
9. Office Notice Board of WBSEPS.

Sd/-
Director & Member Secretary
West Bengal State Export Promotion Society

SECTION – B
FORM-1
PRE-QUALIFICATION APPLICATION

To
The Director & Member Secretary, WBSEPS
OSWAL CHAMBERS, 4th. Floor (ROOM No.401)
2, Church Lane, Kolkata - 700 001.

Ref: - for _____

_____ (Name of work)

Dear Sir,

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

Relevant documents for evaluation.

The application is made by me / us on behalf of _____ In the capacity _____ duly authorized to submit the order.

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

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

We understand that:

- (a) Tender Inviting & Accepting Authority/Engineer/ Officer-in-Charge can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority/Engineer/ Officer-in-Charge reserve the right to reject any application without assigning any reason.

Enclosure: e-Filling:-

- 1. Statutory Documents
- 2. Non Statutory Documents

Date: -

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

E-mail Address:

SECTION – B

DECLARATION

AFFIDAVIT – “Y”

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

- I, the under-signed, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.
- Certified that required specified machineries for the work(s) under this NIT will be installed at the working site within 15 days (maximum) from the date of LOA/work order.
- The under-signed also hereby certifies that neither our firm _____ nor any of constituent firm had been debarred to participate in tender by P.W.D or any other authority including SJDA during the last 5 (five) years prior to the date of this NIT.
- The under-signed understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
- Certified that I have applied in the tender in the capacity of individual / as a partner of a firm and I have not applied severally for the same job.
- Certified that I have applied in the tender in the capacity of individual / as a partner of a firm and I have applied to the works under this NIT restricted to maximum one no works, if more than one work in the same NIT.
- 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 not less than 10% of the estimated cost put to tender. In this respect, I have attached necessary documents with this application.
- I the under-signed do certify that all the statements made in the attached documents are true and correct. If any declaration if found / ascertained to be incorrect/fabricated / misrepresented / fraudulent etc. accordingly tender will be liable to be cancelled / terminated immediately & I / my 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_____

E-mail Address:

SECTION - B
FORM- III
STRUCTURE AND ORGANISATION

- A.1 Name of applicant :
- A.2. Office Address :
- Telephone No. :
- Fax No. :
- E-mail Address:
- A.3 Name and address of Bankers. :
- A.4 Attach an organization chart showing the Structure of the company with names of Key personnel and technical staff with Bio –Data.

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

**Signature of applicant including title
and capacity**

FORM –V
EXPERIENCE PROFILE

**LIST OF SIMILAR WORK UNDERTAKEN DURING THE LAST FIVE YEARS IN ANY GOVT.
DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY / PUBLIC LIMITED COMPANY.**

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

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

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

**Signature of Tender of
Accepting Authority**

SECTION - B

FORM – IV A

DECLARATION AGAINST MACHINERIES

- I, undersigned, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.
- Certified that required specified machineries for the works under this NIT will be installed at the working site immediately after received from the date of LOA/ Work Order.
- The under-signed also hereby certifies that neither our firm –
_____ nor any constituent firm had been debarred to participate in tender during the 5 (Five) years prior to the date of this NIT.
- The under-signed understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- Certified that I have applied in the Tender in the capacity of Individual/ as a partner of a firm and I have not applied severally for the same job.
- Certified that I have applied in the Tender in the capacity of Individual/ as a partner of a firm and I have applied to the works under this NIT restricted to maximum one no. works, if more than one work in the same NIT.
- 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 not less than 10% of the estimated cost put to tender.
- I, the under-signed do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found / ascertain to be incorrect / fabricated / misrepresented / fraudulent etc. accordingly tender will be liable to be cancelled / terminated immediately & I / my firm / company shall also be liable to prosecuted under section 197, 199 & 200of India Penal Code, 1860 along with section- 71 & section- 73 of India 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 authorized officer of the firm

Title of the officer

Name of the firm with seal

SECTION - C

Special terms and conditions

C.1 General :

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications in the "Departmental Schedule" which means the Public Works Department, Schedule of Rates for works in West Bengal for the working area including upto date addenda and corrigenda, if any, published by the Superintending Engineer, Electrical Planning & Monitoring Circle, PWD and CPWD DSR as applicable under the e-Tender.

C.2 Terms & Conditions in extended period :

If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Officer in charge in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to the Officer in charge within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Officer-in charge shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper. As the case may be when an extension of time for completion of work is granted by the Officer-in-Charge against proper reasoning's, it will be taken for granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated up to the extended period. [Except in case of adjustment of price for increase or decrease of basic materials which is guided by relevant G.O.s]

C.3 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 Office (WBSEPS) and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the Officer-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 Officer-in-charge.

C.4 Contractor's Site Office :

The contractor shall have an office adjacent to the work as may be approved by the Officer-in-Charge where all directions and notice of any kind whatsoever, which the Officer-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 authorized agent or representative. For such intimation to the contractor's site office, it shall be deemed to be sufficient enough to be served upon the contractor.

C.5 Incidental and other charges:

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal / Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling 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), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up to 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.6 Authorized Representative of Contractor:

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

a) General day to day management work.

b) To attend measurements when taken by the WBSEPS officers and sign the records of such measurements which will be taken of acceptance by the contractor.

The selection of the authorized representatives subject to the prior approval of the Director & Member Secretary/Additional Director of WBSEPS and the contractor shall in writing seek such approval of the Director & Member Secretary/Additional Director of WBSEPS giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified in Clause 9, which the representative will be authorized for even after first approval, Director & Member Secretary/Additional Director of WBSEPS may issue at any subsequent date.

C.7 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, 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.

If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Officer in charge in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to the Officer in charge within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Officer-in charge shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

C.8 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 platform to the satisfaction of the Additional Director or his authorized representatives. 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 Additional Director or his authorize representatives.

C.9 Work Order Book:

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order Book to the concerned officer, WBSEPS, who is authorized to receive and keep in custody the Work Order Book on behalf of the E WBSEPS. The Work Order Book shall be kept at the site of work under the custody of WBSEPS Officer or his authorized representative. The Work Order Book shall have machine numbered pages in triplicates. Directions or instruction from WBSEPS officers to be issued to the Contractor will be entered (in triplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorized 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 Work Order Book or any written order from the Tender Accepting Authority.

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

- a) Name of the Work ::
- b) Reference to contract number ::
- c) Contractual rate in percentage ::
- d) Date of opening of the Work Order Book ::
- e) Name and address of the Contractor ::
- f) Signature of the Contractor ::
- g) Name & address of the Authorized representative ::
(if any of the contractor authorized by him) ::

Signature and address
of the Tenderer

Signature of Tender
Accepting Authority

C.10 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 Officer –in –charge / Engineer of WBSEPS. 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.11 Sundry Materials:

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Officer -In-Charge / Engineer at his own cost before starting and during the work by which the official 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 petty and 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 at his own cost.

C.12 Supplementary / Additional items of Works:

Notwithstanding the provisions made in this NIT 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 officer-in-Charge/ concerned Engineer 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. (Electrical) Department schedule of rates and CPWD DSR as applicable.

(b) 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. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

(c) Unbalanced market rates shall never be allowed.

(d) 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 Work Order Book or any written order from the tender.

C.13 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 former Item has been measure up and has been inspected by the Officer -in-Charge or concerned Engineer, as the authorized representatives of the Officer-in-Charge and order given by him or proceeding with the latter item of work. When however, this is not possible for practical reasons, the concerned Official, if so, authorized by the Concerned Engineer may do this inspection in respect of minor works and issue order regarding the latter item.

C.14 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 Officer-in-Charge/Concerned Engineer and checking the quality of such materials shall have to be done by the Authority Concerned or as directed by Officer -in-Charge prior to utilization in the work.

C.15 Water and energy:

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

All materials and Tools and Plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food staff, medical aid etc. are to be arranged for by the contractor. The cost for transportation of labour, materials and all items as aforesaid shall also have to be borne by the Contractor.

C.16 Drawings:

All works shall be carried out in conformity with the drawings supplied by this Office (WBSEPS). The contractor shall have to carry out all the works according to the drawings & detail working drawings to be supplied by the authority (WBSEPS) from time to time.

C.17 Serviceable Materials:

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

C.18 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 Officer-in-Charge / Concerned Engineer. No extra payment will be made on this account.

C.19 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.

C.20 Idle labour & additional cost:

Whatever the reasons may be no claim of 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.21 Charges and fees payable by contractor:

a) The contractor shall be all notices 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 Authority against all penalties and liabilities of every kinds for breach of such statute regulation or law.

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

C.22 Tools and Plants:

All Tools and Plants required for the work will have to be deployed 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.23 Realization of Official 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 Authority (WBSEPS) and set off against any claim of the Authority for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Authority (WBSEPS).

C.24 Compliance of different Acts:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Director & Member Secretary / Officer –in charge, WBSEPS 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 Officer-In-Charge / Concerned Engineer 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 officer -in-Charge/ Concerned Engineer may at his discretion take necessary measures over the contract.

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.25 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 officer -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.26 Programme of work:

Before actual commencement of work the contractor shall submit a programme of the Internal Electrification work clearly showing the required materials, men and equipment. The contractor will submit a programme of the Internal Electrification work 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 Officer-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 Officer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme.

C.27 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 Officer-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 Officer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor or their responsibility for correctness and rectification thereof.

C.29 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 Officer-in-Charge and necessary precautionary measures as would be directed by the Officer-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 Officer in- Charge concerned will be recovered from the contractor.

C.30 Testing of qualities of materials & workmanship:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Engineer-In-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-In-Charge without any extra cost. Besides this, he will carry out tests

from outside Laboratory as per instruction of Engineer-In-Charge. The cost of all such tests would be borne by the agency.

C.31 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.32 Procurement of materials:

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

C.33 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.36 Force Closure:

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

C.37 Delay due to modification of drawing and design:

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

C.38 Additional Terms & Conditions:

A few additional conditions under special terms and conditions:

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 Officer-in-Charge.
2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, as applicable .
3. Display board to size 150cm X 90cm is to be provided at site of work with Sal Bullah Post at height 1.5 Metre at the cost of contractor including insertion as directed by the Officer –in –charge/ Concerned Engineer.
4. The Contractor is to display caution board maintaining at his own cost.
5. Deep excavation of trenches and left out for days shall be avoided.
6. The contractor or supplier should not import into West Bengal on competitive price basis.
7. The whole work will have to be executed as per Official drawings available in this connection at the tender rate.
8. As per Finance (Taxation) Department of Income Tax will be made from each bill of the contractors as per applicable rate in force.
9. In accordance with the West Bengal Taxation Laws (amendment) Ordinance Value Added Tax will be deducted from contractor's bill as per existing VAT rules.
10. **All equipments must be warranted for a period of 12 (twelve) months from the date of installation and commissioning.**

C.39. Payment of Bills: As mentioned in the NIT.

C.40 (a). Refund of Security Deposit: As mentioned in the NIT.

C.40 (b).Defect Liability Period:

The executed portion of the Internal Electrification should be guaranteed for 1 (one) year from the date of completion of the work.

If any defect / damage is found during the period as mentioned above the Contractor has to make the same good at his own expense to the specification at par with instant project work, or in default, the Officer-in-Charge/ Engineer –in –charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the Officer-in-Charge/ Engineer –in –charge shall be final) from any sums that may be then, or at any time thereafter become due to contract or from his Security Deposit.

Sd/-

Director & Member Secretary
West Bengal State Export Promotion Society