

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

Website- www.wbseps.com

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Notice inviting e-tender no. WBSEPS/DMS/e-9/16-17/CFWFH UHSIq

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 Civil Construction works of 2 Nos. Shops of Shop Cluster[I] (Eastern side) of Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat at New Township, 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;

Sl. No.	Name of the work	Estimated Amount Rs.	Earnest Money @ 2% of estimated cost Rs.	Time of completion	Eligibility of Bidders
1.	Civil Construction works of 2 Nos. Shops of Shop Cluster[I] (Eastern side) of Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat at New Township, Siliguri. Cost of estimate Rs. 47,19,006/-	47,19,006/-	94,380/-	120 days	Eligible, Reliable, Resourceful and Bonafide experienced Contractor / Organization etc.

NB: Entire set of e-Tender documents is available free of cost through the State Government e-Tender Portal <http://wbtenders.gov.in> and the authority (WBSEPS) website www.wbseps.com

1. Intending eligible bidder/s may submit bids and may download the tender document from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate for submitting Bids and may be documented along with earnest money through e-Filling. (Details given in “Instruction to Bidders”).

2. Bidders interested to take part in this tender shall login to the e- procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password. After selecting the tender for bidding to initiate the payment of EMD for the work under this tender, the bidder may select the following payment mode:-

(i) Net Banking (Any of the Banks listed in the ICICI Bank Payment gateway), in case of payment through ICICI Bank payment gateway during submission of bid. Technical & Financial Bid will be submitted concurrently duly digitally signed in the Website <http://wbtenders.gov.in> for the civil construction work. Tender document may be downloaded

from website & submission of Technical / Financial Bid should be done as per Schedule dates stated in serial no-15.

Payment procedure of EMD:

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

- (i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
- (ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- (iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
- (iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government/ PSU/ Autonomous Body/ local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- (v) If the transaction is failure, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS/NEFT:

- (i) On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/ NEFT transaction.
- (ii) The bidder will print the challan and use the pre-filled information to make RTGS/ NEFT payment using his Bank account.
- (iii) Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/ RTGS process to complete, in order to verify the payment made and continue the bidding process.
- (iv) If verification is successful, the fund will get credited to the respective Pooling account of the State Government/ PSU/ Autonomous Body/ Local Body/ PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N.Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- (v) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- (vi) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

The documents to be submitted by the Bidders should be properly indexed, & self attested with seal.

3. Eligibility criteria for participation in tender:

i) The prospective bidders for works relating to civil construction shall have satisfactorily completed as a prime agency during the last 5(five) years prior to the date of issue of this Notice at least one work of similar type of work in a similar project of Urban Haat and Market Complex under the authority of State / Central Govt., State / Central Govt. undertaking / Statutory Bodies / Autonomous Bodies.

Existing contractors engaged for the civil construction work of the Urban Haat with good working record of maintaining quality and attaining the work with sincerity and performing the execution satisfactorily for completing the assigned work within the time frame will be given preference.

Payment Certificate with sufficient information on the work done also be considered.

N.B. Estimated amount, Date of completion of project & detail communicational address of Client must be indicated in the Credential Certificate.

- a. The prospective bidders shall have experienced technical personnel, **having Civil Engineering Degree or Civil Engineering Diploma for works related to Civil Construction.**
 - b. Pan Card, Professional Tax receipts Challan, P.F, VAT registration Certificate to be accompanied with the Technical Bid document. Income Tax (Saral) Acknowledgement Receipt for the current assessment year to be submitted. [Non Statutory Documents].
 - c. Any debarment of the prospective bidder or any of the constituent partners to participate in any tender under the P.W.D. (building) or any Central/State Government Departments/ Local body/ Statutory organization/ reputed Real Estate Firm etc. during the last 5 (five) years prior to the date of this NIT will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive). In case of bidders executed any work for SJDA during the last five years shall submit a recent performance report of SJDA regarding satisfactory execution of the entrusted / completed work.
 - d. In case of Proprietorship and Partnership Firms and Company, the Tax Audited Report in 3CD Form to be furnished along with balance sheet and profit and loss account and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. [Non Statutory Documents].
 - e. **In view of construction of the Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat at New Township, Siliguri. within the scheduled time frame, it has been decided that a prospective bidder may submit e-tender for more than one of the e-tenders published/to be published by this office for the Civil Construction works of the Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat at New Township, Siliguri vide Notice Inviting e-Tender no. WBSEPS/DMS/e-7/16-17/CFWFH UHSIg, WBSEPS/DMS/e-8/16-17/CFWFH UHSIg, WBSEPS/DMS/e-9/16-17/CFWFH UHSIg, WBSEPS/DMS/e-10/16-17/CFWFH UHSIg and WBSEPS/DMS/e-11/16-17/CFWFH UHSIg, but shall be eligible to get only one single work even if the bidder quotes the lowest and found eligible in case of more than one works as published in the referred e-tenders.**
 - f. The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. [Non Statutory Documents]
4. **The prospective** bidder shall establish field testing laboratory equipped with requisite instrument (as given hereunder) in confirmatory to relevant code of practice and technical staff according to the requirements of works to be executed.

5. In this connection self declaration (**Proforma enclosed – Section –B Form IV A**) shall also have to be submitted along with the tender and it should be declared that statement of fact related to the mode of ownership of machineries are true and it also be clearly stated that required specified machineries shall be installed at the working site immediately after receipt of L.O.A. / work order.
6. A list of equipments and instruments for Field Test of building works shall also have to be submitted.
7. Initially for concrete batching and mixing plant, concrete mixer with integral weight batching facility maximum age of plants, machineries will be 5 years as on the date of publication of NIT. It may extended upto 7 years. All other machineries and equipments should be in running condition.
8. **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 15 (fifteen) 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.
9. **Constructional Labour Welfare Cess @ 1(one) %** of cost of construction will be deducted from every Bill of the selected agency, Vat, Royalty and all other statutory Levy/Cess will have to borne by the contractor and the rates inclusive of all the taxes and cess stated above of rates inclusive of all the taxes & cess stated above.
10. **Price Adjustment and Price escalation are not applicable, since B.O.Q. for the work are based upon the schedule of rates of Public Works Department (Effective from 1st December, 2015).**
11. **Mobilization Advance and Secured Advance** will not be given.
12. Agencies shall have to arrange necessary land for installation of Plant & Machineries, (specified for each awarded work) storing of material, labour shed, laboratory etc. at their own cost and responsibility.
13. **Bids shall remain valid** for a period **120 (one hundred twenty)** days from the last date of submission of Financial Bid/ Sealed Bid.
14. All materials required, for the proposed Civil Construction works of **2 Nos. Shops of Shop Cluster[I] (Eastern side)** of Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat at New Township, Siliguri, like bricks, sand, steel, Stone cheap, cement etc. will be provided and supplied by the Agency/ contractor etc. at their own cost and will be inclusive of all charges and taxes as applicable.

All materials shall be of PWD approved brand in accordance with relevant code of practice (latest revision) and Manufacturer. Authenticated evidence for purchasing cement, sand, stone chips, steel etc. are to be submitted along with challan and test certificates. Further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost if required by the Director & Member Secretary.

15. Date & Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Publishing of Tender	17-01-2017 at 09:00 AM
2.	Documents download start date (Online)	17-01-2017 at 09:00 AM
3.	Bid submission Start Date	17-01-2017 at 11:00 AM
4.	Documents download end date (Online)	30-01-2017 at 04:00 PM
5.	Bid Submission End Date	30-01-2017 at 04:00 PM
6.	Last date of physical submission of original documents	30-01-2017 at 05:00 PM
7.	Technical Bid Opening	31-01-2017 at 12:00 Noon
8.	Financial Bid Opening	To be informed later on.

16. There shall be no provision of Arbitration. Hence clause 25 of PRINTED TENDER FORM is omitted vide notification no. 558/SPW dated. 13.12.2011 of Principal Secretary, P.W. & P.W. (Roads) Department.

17. **Prospective bidder shall have to execute the work in such a manner so that appropriate service level of the building / structure under improvement is to be maintained during progress of work and for a period of 3 (Three) years from the date of successful completion of the work to the entire satisfaction of Officer –in-charge / Concerned Engineer of WBSEPS.** If any defect / damage is found during the period as mentioned above the contractor shall make the same good at his own expense to the specification at par with instant project work, or in default, the Officer –in –charge /Concerned Engineer of WBSEPS may cause the same to be made good by other agency and deduct the expense (of which the certificate the Officer –in –charge /Concerned Engineer of WBSEPS shall be final) from any sums that may be then, or at any time thereafter become due to contract or from his Security Deposit, or the proceeds of the sale thereof, or of sufficient portion thereof. Refund of security deposit will be only be made on the pro-rata basis i.e. release of such security deposit to the tune of 30% on expiry of 1st year (from date of completion of work), another 30% on expiry of 2nd year & rest 40% on expiry of 3rd year.

No interest would be paid on the Performance Security Deposit.

18. **Earnest Money (EMD):** The amount of Earnest Money is 2% (Two percent) of the estimated amount put to tender.

Security Deposits (SD): Balance 8 (eight) % of the total security of 10 (ten) % will be deducted from the running account bill.

19. **Refund of EMD :** The Earnest Money of all the unsuccessful Tenderers deposited in favour of the Director & Member Secretary of WBSEPS will be refunded as per the present procedure. No interest on EMD will be paid.

20. The Bidder, at the Bidder's own responsibility and risk, must visit and examine the site of work and surroundings to 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, the cost of visiting the site shall be at the Bidder's own expense.

21. The intending Bidders shall clearly understand that, whatever may be the outcome of the Bids, no cost of Bidding shall be reimbursable by the WBSEPS. The Director & Member Secretary reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at the stage of Bidding.
22. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned Cl. No. 3 of this NIT. .
23. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.
24. All intending bidders are requested to be present in the office of the 'The Director & Member Secretary, West Bengal State Export Promotion Society, Oswal Chambers, 4th floor (Room No. 401), 2, Church Lane, Kolkata-700001 during opening of the Financial Bid. Open / Seal Bid may be called after opening of the said bid to obtain the suitable rate further, if required. No objection by any bidder(s) in this respect will be entertained. No informal bidder will be entertained in the said bid.
25. **No CONDITIONAL / INCOMPLETE TENDER** will be accepted under any circumstances.
26. In case of Quoting rates no multiple lowest rates will be entertained by the WBSEPS under MSME&T Department.
27. The Director & Member Secretary, WBSEPS, under MSME&T Department reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
28. During scrutiny, if it comes to the notice to tender inviting authority that the credential or any other papers submitted by a bidder found incorrect/manufactured/fabricated, that bidder will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice and penal action will be imposed as per Rule.
29. In case if there be any objection regarding Prequalification, that should be lodged to The Director & Member Secretary, WBSEPS, under MSME&T Department within 2 days from the date of publication of list of qualified Agency and beyond that time schedule no objection will be entertained by The Director & Member Secretary, WBSEPS, under MSME&T Department.
30. The Director & Member Secretary, WBSEPS, under MSME&T Department reserves the right to cancel the Nle-T due to unavoidable or circumstances or any technical reasons and no claim in this respect will be entertained.
31. Before issuance of the **WORK ORDER**, the tender inviting authority may verify the credential & other documents of the lowest tenderer if found necessary. After verification or even after issuance of work order if it is found that such documents submitted by the lowest tenderer is either manufactured or false or there is complain / investigation / court case pending against the Bidders for any type of irregularities etc. in that case, work order will not be issued in favour of the tenderer under any circumstances.
32. If any typographical mistake found inadvertently in the BOQ in connection with the specification, rate and unit of a particular item, the same will be governed by the schedule of rates vetted by the Chief Engineer, North Zone, P.W.D. Jalpaiguri.

33. Qualification Criteria:

The Tender Inviting and Accepting Authority through a “**Bid Evaluation Committee**” will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding :-

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

The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. Document submitted by a bidder is either found manufactured or false; the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice.

34. **Contractor shall have** to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970. (b) Apprentice Act. 1961, (c) PF of the workers and (d) 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.

SECTION – A **INSTRUCTION TO THE BIDDERS**

1. General guidance for e-Tendering

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

2. Registration of Contractor

Any contractor willing to take part in the e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to <http://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 suitable 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. One prospective bidder (including his participation in partnership) shall be allowed to participate in any of the job either in the capacity of individual or as a partner or Director of a firm but a bidder will be allowed to get one job only where the rates will be lowest and will fulfill all other conditions as required.

6. Submission of Tenders.

General process of submission: Tenders are to be submitted online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate

(DSC). The virus scanned copy of documents duly Signed Digitally are to be uploaded. 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. Prequalification Application (Sec-B, Form – I)
- ii. Information on the EARNEST MONEY DEPOSIT (EMD) as prescribed in the NIT against each of the serial of work .
- iii. Affidavits Part “B” & format for general affidavit shown in “Y” Part “B”.
- iv. Section – B, Form –III, IV ,IVA,V
- v. Tender form & NIT (**Download, digitally sign & upload the same**).

The rate on the B.O.Q, under Financial Bid will only be encrypted. In case any rate quoted on the TENDER FORM or elsewhere the tender is liable to be summarily rejected.

- vi. Special Terms, condition & specification of works.
- vii. Certificate of revolving line of credit by the Bank (if required).

A-2. Non statutory Cover, Containing:

- i. Professional Tax (PT) deposit receipt challan for current year, Pan Card, IT, Saral for the current Assessment year, VAT Registration Certificate, Trade Licence.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last five years (year just preceding the current Financial Year will be considered as year – I)
- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers’ Co.-Opt.(S)
- vii List of machineries.
- viii List of Technical staffs along with structure & organization (Section: B, Form: III).
- ix. Scanned copy of Original Credential Certificate to be furnished. (Ref. Cl. No. 3(i,ii,iii) of this NIT (Section: B, Form: V).

Note: Failure of submission of any of the above mentioned documents (as stated in A-1 & A-2) will render the tender liable to summarily rejected for both statutory & non statutory cover

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. VAT Registration Certificate & Acknowledgement 2. PAN 3. P TAX (Challan) 4. Latest IT Receipt 5. IT-SARAL for Current Assessment Year
B.	COMPANY DETAILS	COMPANY DETAILS 1	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. LTD. Company (Incorporation Certificate, Trade License) 4. Society (SOC. Registration Copy, Trade License) 5. Power of Attorney
C.	CREDENTIAL	CREDENTIAL1 CREDENTIAL2	1. As per Eligible Criteria.
D.	MAN POWER	TECHNICAL PERSONNEL	List of Technical Staffs along with Structures & Organization
E	Machineries & Equipment	List of Machineries	Name of machineries and their purchase date/ fitment date and authenticate documents against purchase.

List of Machineries

Internal or immersion vibrators.
Steel reinforcement Cutting & Bending Machine
Welding Machine
Steel shuttering material
Floor grinding machine
Potable cutter
Generator
Tilting Drum mixer 230-280 litre capacity with Hooper
Tilting Drum mixer diesel of Electric operated with a minimum size of 230-280 litter automatic water measuring system and integral weigher (Hydraulic/ Pneumatic type)
Steel Prop
Form Vibrator
Surface/ Screed Vibrator
Hydraulic Jack Hammer
Lab equipment (as per requirement)

List of Equipment for Testing Laboratory

A. For Building Works

1. Balance

- I. 7Kg. to 10 Kg. capacity, semi-self indicating type-accuracy 10kg.
- II. 500gm. Capacity. Semi-self indicating type-accuracy 1gm.
- III. Pan balance-5Kg. Capacity-accuracy 10gms.

3. Sieves: as per IS 460-1962.

- i) I.S. sieves – 450mm. internal dia, of sizes 100 mm., 80 mm., 50 mm., 40 mm., 25 mm., 20 mm., 12.5 mm., 10 mm., 6.3 mm., 4.75 mm. complete with lid and pan.
- ii) I.S. sieves- 200 mm. internal dia (brass frame) consisting of 2.36 mm., 1.18 mm., 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan..

5. Equipment for slump test—slump cone, steel plate, tamping rod. Scale, scope.

6. Cube Mould 12 nos.

7. Compression testing machine.

8. Others as per requirement.

Field Testing Instruments

1. Steel tapes 3 m.
2. Vernier/slide calipers
3. Micrometer screw 25 mm. gauge.
4. A good quality plumb bob.
5. Spirit level, Minimum 30 cms. Long with 3 bubbles for horizontal vertical.
6. Wire gauge (Circular type) disc.
7. Foot rule.
8. Long nylon thread.
9. Rebound hammer for testing concrete.
10. Dynamic penetrometer.
11. Magnifying glass.
12. Screw driver 30 cms long.
13. Ball pin hammer, 100 gms.
14. Plastic bags for taking samples.
15. Moisture meter for timber.

16. Earth resistance tests (for Electrical Divisions).
17. Meggar (for Electrical Divisions).
18. Others as per requirement.

Note: Plant Machineries and equipments should be owned or arranged by the bidders.

B. Bid Evaluation committee.

Bid Evaluation Committee as constituted by the Director and Member Secretary concerned will evaluate the technical and financial eligibility of the bidder and recommend to the tender accepting authority.

- I. Opening of Technical proposal: - Technical proposals will be opened by the Additional Director, WBSEPS or his authorized representative electronically from the web site stated in Cl. No. 2 using their Digital Signature Certificate.
- II. Intending bidders may remain present at the time of opening of the bid, if they so desire.
- III. Cover (folder) for statutory documents should be open first & if found in order, cover (Folder) for non statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- IV. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evolution committee.
- V. Uploading of summary list of technically qualified bidders.
- VI. Pursuant to scrutiny & decision of the screening committee the summary list of eligible tenders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- VII. While evaluation the committee may summon of the tenders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

C. 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.

8. Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificate and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a period of 3 (three) years. In addition, his user ID will be deactivated and Earnest Money will be forfeited. The West Bengal State Export Promotion Society (WBSEPS) will take appropriate legal action against such defaulting tenderer as per Rule.

9. Rejection of bid

The Authority reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby

incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Authority's action.

N.B.: The Bidder whose Bid has been accepted will be notified by the Tender inviting & Accepting Authority through Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract. The Agreement in TENDER FORM will incorporate all agreements between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part of the Contract Document.

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

Memo. No. : SEPS/1390/16-17

Date: 16.01.2017

Copy forwarded for information to:

1. The Sabhadhipati, Jalpaiguri Zilla Parishad, Jalpaiguri.
2. The Chief Executive Officer, SJDA,
3. The Chief Engineer, Public Works Department, North Zone, Jalpaiguri.
4. The District Magistrate, Jalpaiguri
5. The Superintendent Engineer, North Bengal Construction Circle-II, Jalpaiguri
6. The Executive Engineer, PWD. North Bengal Construction Division, Siliguri
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-IV**DEPLOYMENT OF MACHINERIES****MINIMUM PLANT AND EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR**

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment and necessary concrete testing arrangements at site which the tenderer must own/ arrange.

Sl. No	TYPE OF EQUIPMENT	Date of manufacturing or Purchase date or company fitment date	Capacity	Number required
1.	Internal or immersion vibrators.		40 mm 60 mm 80 mm	4
2.	Steel reinforcement Cutting & Bending Machine			3
3.	Welding Machine			1
4.	Steel shuttering material			
5.	Floor grinding machine			1
6.	Potable cutter			3
7.	Generator			1
8.	Tilting Drum mixer 230-280 liter capacity with Hopper			1 set
9.	Tilting Drum mixer diesel of Electric operated with a minimum size of 230-280 litter automatic water measuring system and integral weigher (Hydraulic/ Pneumatic type)			1
10.	Form vibrator		230/280 litre	1No.
11.	Surface/ Screed Vibrator			2
12.	Steel Prop			3 set
13.	Hydraulic Jack Hammer			1
14.	Lab equipment (as per requirement)			1set

FORM –V
EXPERIENCE PROFILE

LIST OF SIMILAR WORK UNDERTAKEN DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY / AUTONOMOUS BODY /OTHERS ETC.

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 as mentioned hereunder:

“Departmental Schedule”, which means the “PWD (WB), Schedule of Rates, 2014 (from 1st July, 2014) for Building and Sanitary Plumbing works, issued by the Superintending Engineer Planning & Monitoring Circle, PWD & Convener, Combined Schedule Committee of PWD.

C.2 Terms & Conditions in extended period :

As Clause 5 of TENDER FORM 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 charges, 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, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect 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 in the manner indicated in Clause-5 of the Printed form

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

(a) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D &P.W (Road) Department schedule of rates of probable items of work forming part of tender document..

(b) In Case, extra items do not appear in the above Public Works Department (W.B) Schedule of Rates for building works material and labour, sanitary & Plumbing works shall be paid at the rates entered in the Public Works Department (Roads) Schedule of Rates for the working area.

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

(d) Unbalanced market rates shall never be allowed.

(e)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. Contract 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 construction of work clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the 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. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

C.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 also as per M.O.R.T. & H's specification for Buildings Works (Latest Revision) and relevant IS codes and the Officer –in –charge/ Concerned Engineer 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 Officer –in –charge/ Concerned Engineer 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 Officer –in –charge/ Concerned Engineer without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Officer –in –charge/ Concerned Engineer. The cost of all such tests shall 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.34 Implied elements of work in items:

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

C.35 Damaged cement:

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

C.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 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.

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

C.40 (a). Refund of Security Deposit:

The Contractor shall be responsible for satisfactory maintenance of the building at appropriate service level to the satisfaction of the Engineer –in –charge for a period of 3 (three) years from the date of completion of the work. The Security Deposit relating to the work shall be refunded (credited to the bank account) to the tune of 30% on expiry of 1st year (from date of completion of the work), another 30% on expiry of 2nd year & rest 40% on expiry of 3rd year.

C.40 (b).Defect Liability Period:

The executed portion of the building should be guaranteed for 3 (three) years from the date of completion of the work and the entire rectification work will be done by the Agencies at their own cost.

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 Engineer –in –charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the 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 will only be made on the pro-rata basis i.e., release of such Security Deposit to the tune of 30% on expiry of 1st year (From date of completion of the work), another 30% on expiry of 2nd year & rest 40% on expiry of 3rd year.

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