

**WEST BENGAL STATE EXPORT PROMOTION SOCIETY (WBSEPS)**  
**GOVERNMENT OF WEST BENGAL.**  
**OFFICE OF THE DIRECTOR AND MEMBER SECRETARY**  
**OSWAL CHAMBER, 4<sup>TH</sup>. FLOOR , ROOM NO 401.**  
**2, CHURCH LANE , KOLKATA --700001.**  
**Phone:-2243-0380, Tele-fax:-91-33-22439187**

Web side- [www.wbseps.com](http://www.wbseps.com)

Email – [wbseps @ gmail.com](mailto:wbseps@gmail.com)

**Notice inviting e-tender no. WBSEPS/ DMS/ e-11/ 15-16/ 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 contractor/firm/ Ltd company for carrying out the construction and other works in compliance of Phase-I, Phase-II, Phase-III, Phase-IV and Phase-V under the 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.

Sl No	Phase	Name of the work	Estimated Amount Rs.	Earnest Money @ 2% of estimated cost Rs.	Price of Technical and Financial Bid documents TENDER FORM and other Annexure	Time of completion
1	Phase-I	CONSTRUCTION OF URBAN HAAT, AT SILIGURI, UNDER PHASE-I i) Administrative Building estimated cost Rs. 31,83,899/- ii) Souvernir Building cost of estimate Rs.29,34,447/- iii) Security Rooms (2 Nos.) cost of estimate Rs. 05,01,795/- iv) Shop type-II (2 Nos.) cost of estimate Rs.57,92,232	1,24,12,373	2,48,247/-	Rs. 2000/- per set	180 day
2.	Phase-II	CONSTRUCTION OF URBAN HAAT, AT SILIGURI, UNDER PHASE-II i) Shop type-I (4Nos.) cost of estimate Rs.80,65,288/- ii) Gent's toilet (2Nos) cost of estimate Rs. 12,93,733/- iii) Lady's toilet cost of estimate Rs. 08,57,674/- iv) Electrical Room cost of estimate Rs. 12,86,495/-	1,15,03,190/-	2,30,064/-	Do	180 days
3.	Phase-III	CONSTRUCTION OF URBAN HAAT, AT SILIGURI, UNDER PHASE-III i) Front Boundary wall cost of estimate Rs.47,53,925/- ii) Kiosk cost (11 Nos.) of estimate Rs.21,22,799/- iii) Stage and Green room cost of estimate Rs. 24,72,678/- iv) Overhead Reservoir Rs.05,43,047/- v) Under Ground Reservoir cost of estimate Rs.16,54,648/-	1,15,47,097/-	2,30,942/-	Do	180 days
4.	Phase-IV	CONSTRUCTION OF URBAN HAAT, AT SILIGURI, UNDER PHASE-IV i) Dormitory Building (2Nos) cost of estimate Rs.1,16,72,184/- ii) Food stall cost of estimate Rs.17,28,875/-	1,34,01,059/-	2,68,021/-	Do	180 days

5.	Phase-V	CONSTRUCTION OF URBAN HAAT, AT SILIGURI, UNDER PHASE-V i) Soil/Sand filling pavement, sitting place etc. cost of estimate Rs.2,83,94,332/-	2,83,94,332/-	5,67,887/-	Do	180 days
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1. Intending eligible bidder/s for five single individual works stated as Phase-I, Phase-II, Phase-III, Phase-IV & Phase-V may download the tender document (individually) from the website <http://wbtenders.gov.in> directly by the help of Digital Signature Certificate. Cost of tender document may be remitted through demand draft/ pay order issued from any nationalized bank in favour of Director & Member Secretary West Bengal State Export Promotion Society (WBSEPS) payable at Kolkata and may be documented along with earnest money through e-Filling. (Details given in "Instruction to Bidders").

2. All the bidders are required to submit the scanned copy of EMD electronically during submission of bid. Original copy to be submitted physically to the office of DIRECTOR & MEMBER SECRETARY, WBSEPS under MSME&T. Deptt. under sealed cover. Technical & Financial Bid will be submitted concurrently duly digitally signed in the Website <http://wbtenders.gov.in>. Tender document may be downloaded from website & submission of Technical /Financial Bid should be done as per Schedule dates stated in serial no-12.

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 must fulfill the credential criterion as stated (category wise) in the "Instruction to the bidders".
- ii) Credential Certificate issued by the competent authority, of State/ Central Govt./ Undertaking/ Statutory body/ Autonomous body/ Local body/ Enlisted or Registered Real Estate etc.
- iii) 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.

- iv) The prospective bidders shall have experienced technical personnel, **having Civil Engineer Degree or Civil Engineering Diploma.**
- v) 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].
- vi) 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).
- vii) The applicant's **Working Capital** shall not be less than **25 (Twenty five) percent** of the amount put to tender and the own resource should be minimum 10% of the amount put to tender.
- viii) 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].
- ix) In view of construction of the project within the scheduled time frame, it has been decided that a prospective bidder shall be allowed to participate in the tender for only one phase of the project work in order to facilitate parallel activities in all the phases according to suitability.
- x) A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm, if found to have applied severally in a single job, all his applications will be rejected for that job.
- xi) 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. 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 40 (forty) 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.
6. **Constructional Labour Welfare Cess @ 1(one) %** of cost of construction will be deducted from every Bill of the selected agency. All documents related to royalty payment for the materials and should be produced without which the payments will not be made. NOC for carried earth pit is also required. All other statutory levy/ Cess will have to be borne by the contractor & the rate in the schedule of rates inclusive of all the taxes & cess stated above.
7. **Price Adjustment and Price escalation are not applicable.**
8. **Mobilization Advance and Secured Advance** will not be given.
9. 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.
10. **Bids shall remain valid** for a period **120 (one hundred twenty)** days from the last date of submission of Financial Bid/ Sealed Bid.
- 11.(A) Materials required ,for the proposed five phases construction works of SILIGURI URBAN HAAT , 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.

Materials shall be of PWD approved brand in accordance with relevant code of practice (latest revision) and Manufacturer. Authenticated evidence for purchasing cement, 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.

## 12. Date & Time Schedule :

Sl. No	Particulars	Date & Time
1	Publishing of Tender	29.02.2016 at 10 A.M
2	Documents download/sell start date (Online)	29.02.2016 at 10 A.M
3	Bid submission Start Date	29.02.2016 at 10 A.M
4	Documents download/sell end date (Online)	21.03.2016 at 2.00P.M.
5	Bid Submission End Date	21.03.2016 at 2.00P.M.
6	Last date of physical submission of original documents/demand draft/pay order	21.03.2016 at 3.00P.M.
7	Technical Bid Opening	22.03.2016 at 11.00A.M.
8	Financial Bid Opening	Will be notified in the Office Notice Board of WBSEPS and in the website of WBSEPS

13. There shall be no provision of Arbitration. Hence clause 25 of 2911 (ii) is omitted vide notification no. 558/SPW dated. 13.12.2011 of Principal Secretary, P.W. & P.W. (Roads) Department.

“Clause 25” – Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Director & Member Secretary. on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chairman of the Dispute Redressal Committee in writing for written instruction or

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

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

1	DIRECTOR AND MEMBER SECRETARY, WBSEPS & JOINT SECRETARY, MSME & T DEPTT.	Chairman
2	ADDL. Director WBSEPS.	Member
3	DEPUTY Director of MSME (MKT), WBSEPS.	Member Secretary and Convener.
4.	Asstt. Director of MSME , (Handicrafts) WBSEPS	Member
5.	Asstt. Engineer, WBSEPS.	Member

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

14. Earnest Money: The amount of Earnest Money is 2% (Two percent) of the estimated amount put to tender in the shape of Bank Draft / Bankers Cheque of any nationalized bank drawn in favour of WBSEPS payable at Kolkata..
15. 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.
16. 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.
17. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.
18. 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.
19. 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, 4<sup>th</sup> 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.
20. **No CONDITIONAL / INCOMPLETE TENDER** will be accepted under any circumstances.
21. **Requirement of Principal Machineries (assured ownership/leased/Hired) :**[Non Statutory Documents]  
All necessary machinery, Tools & Plants have to be deployed by the Agency. (Reference Clause -7 of Instruction to the bidder. One Self Attested declaration by the bidder to be uploaded).  
Original documents in support of assured ownership/lease/Hired possession of the aforesaid machineries are to be furnished if required by the Tender Inviting Authority. Other allied machineries required for the work as per the direction of the Officer/ Engineer-in-Charge.
22. In case of Quoting rates no multiple lowest rates will be entertained by the WBSEPS under MS&ME T Department.
23. The Director & Member Secretary, WBSEPS, under MS&ME&T Department reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
24. 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.

25. In case if there be any objection regarding Prequalification, that should be lodged to the Chairman Bid Evaluation Committee 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 Screening Committee.
26. 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, if it is found that such documents submitted by the lowest tenderer is either manufactured or false, in that case, work order will not be issued in favour of the tenderer under any circumstances.
27. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
- i) TENDER FORM
  - ii) NIT
  - iii) Special terms & Condition
  - iv) Technical bid
  - v) Financial bid
  - vi) Corrigendum issued.

**Note:** In case of any discrepancy arises due to typographical / printing error, the technically sanctioned Estimate will be considered as reference and conclusive.

### **28. 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.

29. **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://wb tenders.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 shall be allowed to participate in the job either in the capacity of individual or as a partner or Director of a firm. If found to have applied severally for a single job all his applications will be rejected for that job.
6. **Credential Required:**  
As per Notification No. 04-A/PW/O/10C-02/14, DATED 18.03.2015 OF the Principal Secretary, PWD, Govt. of West Bengal, Standard credential (category wise) requirement (except Joint Venture) are given in the “SECTION – C”:
7. **Machinery required: Category wise principal requirement of machineries, equipments and Laboratory instruments are given in Section “C” Annexure (I & III)**

**8. 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. Demand Draft/ Pay Order /Bankers Cheque towards cost of tender documents / original documents as prescribed in the NIT , against each serial of work in favour of West Bengal State Export Promotion Society, payable at Kolkata.
- iii. Demand Draft/ Bankers Cheque towards earnest money (EMD) as prescribed in the NIT against each of the serial of work in favour of West Bengal State Export Promotion Society, payable at Kolkata.
- iv. Financial Statement (Section – B, Form – II).
- vi. Affidavits (Ref: Format in “X” Section- “B” & affidavit “Y” Section- “B”).
- vii. 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.**

- viii. Special Terms, condition & specification of works.
- ix. 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.
- 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 Technical staffs along with structure & organization (Section: B, Form: III).

viii. Scanned copy of Original Credential Certificate to be furnished. (Ref. Cl. No. 3(i) of this NIT (Section: B, Form: V), as stated in 3 (i) of NIT.

**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**

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

<b>Sl. No.</b>	<b>Category Name</b>	<b>Sub Category Description</b>	<b>Details</b>
<b>A.</b>	<b>CERTIFICATES</b>	<b>CERTIFICATES</b>	1. VAT REGISTRATION CERTIFICATE & ACKNOWLEDGEMENT 2. PAN 3. P TAX (CHALLN) 4. LATEST IT RECEIPT 5. IT-SARAL FOR CURRENT ASSESMENT YEAR 6. P.F. DETAILS OF THE WORKERS.
<b>B.</b>	<b>COMPANY DETAILS</b>	<b>COMPANY DETAILS 1</b>	1. PROPRIETORSHIP FIRM (TRADE LICENCE) 2. PARTNERSHIP FIRM (PARTENERSHIP DEED, TRADE LICENCE) 3. LTD. COMPANY (INCORPORATION CERTIFICATE, TRADE LICENCE) 4. SOCIETY (SOC. REGISTRATION COPY, TRADE LICENCE) 5. POWER OF ATTORNEY
<b>C.</b>	<b>CREDENTIAL</b>	<b>CREDENTIAL1 CREDENTIAL2</b>	1. SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER
<b>D.</b>	<b>EQUIPMENT</b>	<b>MACHINERIES LABORATORY</b>	1. AUTHENTICATED COPY OF INVOICE CHALLAN & WAY BILL (MECHNERY) / HIRING 2. AUTHENTICATED COPY OF INVOICE, CHALLAN (LABOTARY) / HIRING
<b>E.</b>	<b>FINANCIAL (INFO)</b>	<b>WORK IN HAND</b>	1. AUTHENTICATED DOCUMENT
		<b>PAYMENT CERTIFICATE-1 PAYMENT CERTIFICATE-2</b>	ONLY PAYMENT CERTIFICATE NOT THE TDS CERTIFICATE
		<b>P/L AND BALANCE SHEET FOR LAST 3 (THREE) FIN YRS</b>	PROFIT & LOSS ACCOUNT AND BALANCE SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT)
<b>F</b>	<b>MAN POWER</b>	<b>TECHNICAL PERSONNEL</b>	LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURES & ORGANZATION (AS PER NIT)
		<b>TECHNICAL PERSONNEL ON CONTRACT</b>	LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURES & ORGANZATION (ASPER NIT)

**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. Committee would comprise the following officials as per memo number-WBSEPS/ 2015-16, dated.....

Sl. No.	Official Designation
i.	Director & Member Secretary, WBSEPS -- <b>Chairperson</b>
ii.	Additional Director, WBSEPS
iii.	Technical Consultant
iv.	Architect
v.	Deputy Director of MSME (MKT) WBSEPS.
vi.	Asstt. Director of MSME (Handicrafts) WBSEPS
vii.	Asstt. Engineer WBSEPS. - <b>Convener</b>
viii.	Sri Ashok Das. OSD, WBSEPS,

- 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. Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.T. to be derived from the information furnished in **FORM-I & II** (Section-B) i.e., Application (for Pre-qualification) & Financial Statement. If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant.

**This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit.** Such revolving line of credit should be maintained until the works are taken over by the Engineer-In-Charge/ Employer. **The audited Balance sheet**



for the last three years, net worth bid capacity etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing long term profitability including an estimated financial projection of the next two years.

**9. 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 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.

**10. Rejection of bid**

The Employer 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 W.B.F. No.- 2911(ii) 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/ 1874(8)/15-16**

**dtd. 26.02.2016**

**Copy forwarded for information:**

1. The Sabhadhipati, Jalpaiguri Zilla Parishad Jalpaiguri.
2. Chief Executive Officer, SJDA,
3. The Chief Engineer, Public Works Department, North Zone, Jalpaiguri.
4. The District Magistrate, Jalpaiguri
5. EE, PWD . North Bengal Construction Division, Siliguri
6. D.I.C. Jalpaiguri
7. Sub D.I.C. Siliguri
8. 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, 4<sup>th</sup>. Floor( ROOM No.401)**  
**2, Church Lane, Kolkata-700001.**

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**  
**Form – II**  
**(Annexure – A)**  
**FINANCIAL STATEMENT**

**B.1. Name of Applicant**

E-mail Address :

**B.2. Information of assets and liabilities on the basis of the audited financial statement of the last five financial years. (Attach copies of the audited financial statement of the last five financial years)**

1. The bidder's Net worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.
2. Bidders, who meet the minimum qualification criteria, will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under.

Assesed available Bid Capacity [A.N.2 –B] =

A = Maximum value of engineering works in respect of projects executed in any one year during last five years (updated to the price level of the year indicated in the table below) taking into account the completed as well as works in progress. The project includes turnkey project/item rate contract/construction works.

B = Financial Liability of the bidder to be incurred for exiting commitments and on-going works during the subject contracts.

N = Number of years (i.e. \_\_\_\_\_ years) prescribed for completion of the works for which bids are invited

N.B. The Audited Balance Sheet and Profit & Loss Account with all the schedules and annexure forming part of the Balance Sheet and Profit & Loss Accountant for the last five years should be given. All these financial statements should be signed by a competent authority for the last five years [Ref :- Clause 7 of instruction to bidders & Clause No. 3(vi) of NIT].

**Calculation of the value of "A":**

- I. Table for value of Engineering works in respect to projects (Turn key projects/Item rate contract/ construction works) undertaken by the bidder during the last 5 years:

Sl. No	year	Value of Engineering works undertaken w.r.t. Projects (Rs. In Crores)
1	Year-5	
2	Year-4	
3	Year-3	
4	Year-2	
5	Year-1	

<p>.....</p> <p>.....</p> <p>Signature, Name and Designation of Authorized Signatory</p> <p>For and on behalf of ..... (Name of the Applicant)</p>		<p>.....</p> <p>.....</p> <p>Name of the Statutory Auditor's firm:</p> <p>Seal of the Audit firm: (Signature, Name, Designation and Membership No. of Authorized signatory).</p>
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**To calculate the value of "B"**

**3. Table containing value of all the existing commitments and on-going workings to be completed during the next five years (prescribed time of completion of the works for which the bids are invited) to be furnished.**

Sl No	Name of work/ project	Name of the employer	Percentage of participation of bidder in the project	Stipulated period of completion as per agreement/ LOA with start date. Rs.	Value of contract as per agreement / LOA Rs.	Value of work completed Rs.	Balance value of work to be completed	Anticipated date of completion	Financial liability to be incurred for the said work/ project during the period of the subject contract. Rs.
1	2	3	4	5	6	7	8	9	10

<p>.....</p> <p>.....</p> <p>Signature, Name and Designation of Authorized Signatory</p> <p>For and on behalf of ..... (Name of the Applicant)</p>
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**Note:**

1. All the documents are to be submitted in support of Annexure-A must be duly signed and sealed by the applicant/ bidder and authenticated by Statutory Auditor's firm.
2. In case of joint venture, lead member of such joint venture shall be required to meet 60% of required Bid Capacity and each of the joint venture members shall be required to meet at least 30% of requirement of bid capacity. Bid capacity of all the members in total should be at least 100% of required Bid capacity.

**SECTION – B**

**DECLARATION**

**AFFIDAVIT – “X”**

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

<b>Work in progress</b>				<b>Work order issued but work not started</b>		
Sl. No.	Name of the work with Tender No.	Estimated Amount	% of work executed	Sl. No.	Name of the work with tender No.	Tendered Amount

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the Officer

\_\_\_\_\_  
Name of the Firm with Seal

Date\_\_\_\_\_

**SECTION – B**

**DECLARATION**

**AFFIDAVIT – “Y”**

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

- I, the under-signed, dedare 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 45 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 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 dedARATION 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.

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

**Signature of applicant including title  
and capacity**

**SECTION – B**  
**FORM –IV**  
**EXPERIENCE PROFILE**

Name of the Firm:

**D.1 LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF**

**THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS**

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible for supervision	Contract price in Indian `.	Percentage of Participation of company	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 (not below the rank of executive Engineer) to be attached.
  - b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

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



## SECTION – C

### Category wise Requirement of Credential for civil construction

<b>1.</b>	<b>For 1<sup>st</sup> call of NIT: -</b>	
	<b>i</b>	Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 (Five) years prior to the date of issue of the tender notice; or,
	<b>ii</b>	Intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5 (Five) years prior to the date of issue of the tender notice; or,
	<b>iii</b>	Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above;
In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.		

### Section-C

#### **Annexure - I**

List of Standard Plants & Machineries to be used in construction of Urban Haat Siliguri, Phase-V:-Soil / Sand filling, Pavement, Sitting Place & Guard Wall / Railing etc

SI.NO.	Name of Machineries
1.	Smooth Wheeled Road Roller
<u>2.</u>	Tandem Roller
<u>3.</u>	Vibratory Roller
<u>4.</u>	Paver Finisher (With Electronic Sensor)/Mechanical Paver Finisher
<u>5.</u>	Surface / Screed vibrator
<u>6.</u>	Internal or immersion Vibrator
<u>7.</u>	Survey Equipment

**SECTION – C****Annexure – II****List of Standard Plants and Machineries to be used in Building works.**

Sl. No.	Machineries Requirement
1	Tilting Drum mixer 230-280 liter capacity with hopper
2	Tilting Drum Mixer diesel or Electric operated with a minimum size of 230-280 liters automatic water measuring system and integral weigher (Hydraulic / Pneumatic type)
3	Concrete Batching & Mixing Plant with Automatic Control (Minimum 15m <sup>3</sup> /hrs)
4	Concrete Batching & Mixing Plant with Automatic Control (Minimum 30m <sup>3</sup> /hrs)
5	Concrete Pump with appropriate Capacity
6.	Dewatering Pump (12 HP Capacity)
7	Dewatering Pump (5 HP Capacity)
8	Diesel Pump Centrifugal (60 HP Capacity)
9.	Grout Pump
10	Submersible Pump (7.5 HP Capacity)
11	Compressor with water jetting
12	Form vibrator
13	Internal or Immersion vibrator
14	Surface/screed vibrator
15	Hoist (Passenger/Materials)
16	Cradle
17	Steel Reinforcement Cutting & Bending Machine
18	Welding Machine
19	Steel Shuttering materials

20	Frame Scaffold (tube/fitting etc)
21	Prestressing Equipment
22	Floor grinding machine
23	Sand Blasting Machine
24	Telescopic Steel prop with adjustable span
25	Potable cutter
26	DMC Piling Rig
27	Hydraulic Piling Rig
28	Crawler Mounted Crane with grabe
29	Tower crane
30	Hydraulic Jack
31	Soil Excavator Cum Loader
32	Soil Compador
33	T ransit Mixer
34	Tipper Truck
35	Generator
36	Laboratory Equipment
37	Survey Equipment (Theodolite, Level instrument and others)
38	Total Station survey equipment
39	Generator
40	Laboratory Equipment (as annexure with testing arrangement both at field and laboratory)

**SECTION – C**

**Annexure – III**

**A declaration to be furnished in Non – Judicial Stamp paper of appropriate value duly notarized as per the format given as AFFIDAVIT – “Y” in SECTION – B**

**SECTION – C**

**Annexure –I V**

**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.
2. Ovens-electrically operated. Thermostatically controlled up to 110°C- Sensitivity 1°C.
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.
4. Sieve shaker capable of 200 mm. and 300 mm. dia sieves, manually operated with timing switch assembly.
5. Equipment for slump test – slump cone steel plate, tamping rod, steel scale, scoop.
6. Dial gauges, 25 mm. travel – 0.01 mm. / division least count – 2 nos.
7. 100 tones compression testing machine, electrical- cum manually operated.
8. Graduated measuring cylinder 200 ml. capacity – 3 nos.
9. Enamel trays (for efflorescence test for bricks).
- i) 300 mm x 250 mm. – 2 nos.
  - ii) Circular plates of 250 mm. dia – 4 nos.
10. Cube Mould 12 nos.
11. Compression testing machine.
12. 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 plump 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 through lease hold agreements by the bidders.

- i. Conclusive proof of ownership (Tax invoice, way bill, delivery challan) for each plant and machinery in working condition shall have to be submitted.
- ii. If the machineries have been engaged in other works then name of client along with his contract number and Email address should be furnished in the declaration by the intended tender and the present location (working place) should also be given with tentative date of release of plant & machineries.
- iii. In the connection self declaration (proforma enclosed) 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 to be clearly stated that required specified machineries shall be installed at the working site within 45 days (maximum) from the date of L.O.A./work order.

## **SECTION - D**

### **Special terms and conditions**

#### **D.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 for Building and Sanitary Plumbing works, including up-to-date addenda and corrigenda, issued by the Superintending Engineer Planning & Monitoring Circle, PWD & Convener, Combined Schedule Committee of PWD.

#### **D.2 Terms & Conditions in extended period :**

As Clause 5 of W.B.F. No. 2911 (ii) 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

#### **D.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.

#### **D.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.

#### **D.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.

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

#### **D.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 of W.B.F. No.2911 (ii).

#### **D.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.

#### **D.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)
- h) Specific purpose for which the contractor's representatives is authorized to act on behalf if the Contractor.
- i) Signature of the authorized representative duly attested by the Contractor.
- j) Signature of the WBSEPS Officer concerned.
- k) Date of actual completion of work.
- l) Date of recording final measurement.

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

#### **D.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 dusters 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 dear and neat manner to the satisfaction of the Officer of WBSEPS.. Total length (in case of road project) shall be demarcated by proper chain age and with fixing 200m post as per direction of Officer of WBSEPS on both side of the alignment and Bench Marking at desired locations as per direction of Engineer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

#### **D.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 at his own cost before starting and during the work by which the WPSES 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 machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour require for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Officer in-Charge at his own cost without any extra claim towards the Department.

#### **D.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 Engineer-in-Charge and the rates will be fixed with manner as stated below: -

- (a) Rate of supplementary items shall be analyzed to the maximum extend possible from rates of the allied items of work appearing in the P.W. (Buildings) Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of N.I.T.
- (b) In Case, extra items do not appear in the above Public Works (Buildings) Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of N.I.T.
- (c) In case, addition items do not appear in the above Public Works (Buildings) Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of N.I.T.



(d) 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.

Unbalanced market rates shall never be allowed.

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

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

#### **D.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 measured up and has been inspected by the Officer-in-Charge or Assistant Engineer, as the authorized representatives of the Officer-in-Charge and order given by him for proceeding with the latter item of work. However, when this is not possible for practical reasons, the concerned Official authorized by the Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.

#### **D.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 and checking the quality of such materials shall have to be done by the concerned Department or as directed by Officer-in-Charge prior to utilization in the work.

#### **D.15 Water and energy:**

The contractor shall have to arrange at his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in different stages of execution of work. No facility of any sort will be provided for utilization of the Departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained. All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from Department.

#### **D.16 Drawings:**

All works shall be carried out in conformity with the drawings supplied by this Office (WBSEPS).

#### **D.17 Serviceable Materials:**

The responsibility for stacking the serviceable materials (as per decision of the officer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to the officer-in-charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage

of serviceable materials prior to handing over the same to this WBSEPS full value will be recovered from the contractor's bill at rates as will be assessed by the Officer-in-charge.

#### **D18 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. No extra payment will be made on this account.

#### **D.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 without any extra claim towards Department.

#### **D.20 Idle labour & additional cost:**

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

#### **D.21 Charges and fees payable by contractor:**

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

b) The Contractor shall save, harmless and indemnify the Department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark 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.

#### **D.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.

#### **D.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 Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

#### **D.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, Officer- Charge or Director & Member Secretary, 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 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 may at his discretion take necessary measures over the contract.

**D.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.

**D.26 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.

**D.27 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.

**D.28 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 from their responsibility for correctness and rectification thereof.

**D.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.

**D.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 Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

**D.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.

**D.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.

**D.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.

**D.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.

**D.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.

**D.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.

**D.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, if any.

**D.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, if any.
3. Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chain age of the work-site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Meter at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.
4. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.
5. Deep excavation of trenches and left out for days shall be avoided.
6. Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.
7. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
9. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

**D.39. Payment of Bills:** As mentioned in the NIT

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