

Government of West Bengal  
Directorate of Sericulture  
45, Ganesh Chandra Avenue (2nd Floor),  
Kolkata- 700013.

Memo No:- 268 /ENG/CIVIL/RKVY/BNK/6(Vol-IV) Dt:- 10.09-2021

NOTICE INVITING e-TENDER No - WBDOS/EE/CIVIL/RKVY/01/21-22

The Executive Engineer, Directorate of Sericulture, 45, Ganesh Chandra Avenue (2nd Floor), Kolkata- 700 013, Government of West Bengal, invites e-tender from Bonafied, experienced and resourceful contractors having **60%** credential in similar nature of work. for the works detailed in table below. (Submission of Bid online)

List of schemes:

Sl.	Name of work	Estimated Cost (Rs.)	Earnest Money(Rs.)	Cost of tender documents	Time allowed for completion of the work	Defect Liability period
1.	Construction of Chain link fencing with R.C.C post at Pilot Project Centre, Indpur, Bankura under RKVY. L=1000 meter	41,60,218.00 ( Rupees Forty one lakh Sixty thousand two hundred eighteen) only.	83,204.00 (Rupees Eighty three Thousand Two Hundred Four) only	Rs. 2550.00 (Rupees Two Thousand Five hundred Fifty) Only.	Three Months.	One Year from the Date of Completion.

Date and Time Schedule:

Particulars	Date and Time
Date of Publishing of Tender	10.09-2021 at 17.00 Hrs
Documents download start date (Online)	10.09-2021 from 18.00 Hrs
Bid submission start date (Online)	10.09-2021 from 18.00 Hrs.
Bid submission closing date (Online)	02.10-2021 Upto 18.55 Hrs.
Bid opening date for Technical Proposals (Online)	05.10.2021 at 11.00 Hrs.
Bid opening date for Financial Proposals (Online)	To be notified lateron.

Bidders will not have to pay any price for tender Documents. However only the successful Bidder will have to pay the price for document of formal Agreement.

The process of deposit of earnest money through offline instruments like Bank Draft will be stopped for e-tender procurement of this Directorate wef. 01.01.2017. Necessary Earnest money will be deposited by the bidder electronically: online- through his net Banking enabled bank account, maintained at any Bank. 10% of the Tender Value will be deposited as Bid Performance Security if the rate Quote 20% or more Less than the priced schedule in favour of The Commissioner of Textiles and Sericulture, West Bengal in the form of Bank draft before issuance of Work Order and the same will be release after successful completion of the work as per Govt. rule..

Enclo:-Terms & Conditions.

Sd/  
Executive Engineer,  
Directorate of Ssericulture,  
West Bengal

Memo No 268(1) /ENG/CIVIL/RKVY/BNK/6(Vol-IV) Dt:- 10.09-2021

Copy forwarded for information & necessary action to the Deputy Director, Sericulture, Bankura.

Sd/  
Executive Engineer,  
Directorate of Ssericulture,  
West Bengal

Seal and Signature of Tenderer / Bidder

Executive Engineer,  
Directorate of Ssericulture,  
West Bengal

## Detailings:-

1. In the event of **e-filing**, intending bidder needed to download the tender documents from the website <http://wbtenders.gov.in> directly with the help of digital Signature Certificate.
2. The tenderers are required to offer the rate **online only**, no offline submission will be allowed.
3. **Earnest money** will be deposited by the bidder electronically online through his net Banking enabled bank account, maintained at any Bank and also to be documented through e-filing.
4. Both **Technical Bid and Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>
5. **Tender documents may be downloaded** from website and submission of Technical Bid and Financial Bid will be done as per Time schedule.
6. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL BID of the tenderer is found qualified.
7. The **decision of the bid evaluation committee**, headed by the Executive Engineer, Directorate of Textiles (Sericulture), Government of West Bengal, will be absolute, final and binding in this respect.
8. Eligibility criteria for participation in the tender: Bonafide experienced and resourceful contractors having **Credential** for completing similar nature of work during last 5(five) years for a single contract value amounting to **60%** of the estimated cost put to tender in Government of West Bengal or of other state, Government of India, body constituted under Government guidelines like Zilla Parishad, HRBC, HAL, IIDC, Health Corporation etc. only. Private credential is not allowed.
9. **Credential in the form of completion certificate** issued not below the rank of Executive Engineer of the concerned authority need to be submitted online in specific momenclature Credential 1 or 2, and the original copy to be shown when asked for. [Non-statutory documents].
  - ❖ The completion certificate should contain:- Name of the work, Estimated amount, work order no /agreement no, Date of Commencement, Scheduled Date and actual of Completion, value of work done, whether the performance is satisfactory or not, etc. to be submitted in the letterhead of the issuing authority containing detail address including phone no, postal address and e mail address of the issuing authority.
  - ❖ Any shortfall of this requirement-if leaded to have impossibility for verification of the said credential, the bid shall be liable to rejection.
  - ❖ Therefore, the bidder shall have to check the points to be included by the authority issuing of the completion certificate while receiving the same.
10. The following documents are needed to be uploaded:-

PAN NO (SCAN COPY OF PAN CARD),	PROFESSIONAL TAX REGISTRATION,
VALID TRADE LICENCE.	VALID GST REGISTRATION NO WITH COPY.
COMPANY DETAILS	PROFESSIONAL TAX DEPOSIT CALLAN OF THE LATEST FINANCIAL YEAR,
CREDENTIAL.	FINANCIAL STATEMENT
PRE-QUALIFICATION APPLICATION	AFFIDAVIT -X, AFFIDAVIT-Y BOTH IN NON-JUDICIAL STAMP, NOTARISED.
INCOME TAX RETURN ACKNOWLEDGEMENT RECEIPT FOR LAST 5 ASSESSMENT YEAR.	
STRUCTURE OF ORGANISATION AND ORGANIZATIONAL SETUP WITH NAME OF KEY PERSONNEL.	

The Proprietorship, Partnership Firms and Company should furnish:-	Tax Audit Report for last five years in 3CD Form is to be furnished along with the Balance Sheet and Profit and Loss account.
	Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted. The company shall furnish the Article of association and Memorandum. [Non-statutory documents]
Registered Labour Co-operative Societies and unemployed Co-operative Societies are required to furnish:-	Valid Bye Law, last three years statutory audit Report authenticated by A.R.C.S., Minutes of last A.G.M., valid certificate from A.R.C.S., Area of operation, Name with address and signature of the present Board of Directors of the Co-operative Society. [Non-statutory documents]

11. **Earnest Money:** The amount as mentioned online, to be deposited by the bidder electronically: online- through his net Banking enabled bank account, maintained at any Bank, through the

designated payment gateway. The acknowledgement to be uploaded in the relevant folder while uploading bid in the portal.

12. Applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' stated above before participating in the bid.
13. During scrutiny, if it comes to the notice of the tender inviting authority that the **credential** or any other document found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice. In the view to intension of disrupting the tendering process, the Earnest Money may be forfeited, also may be debarred for a time upto two years for participating to tendering process.
14. The **prospective bidders** or any of their constituent **partner** shall neither have abandoned any work nor any of their Contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as Disqualification towards eligibility.
15. All the documents along with schedules forming the part of **Balance Sheet** and Profit & Loss Account should be in favour of applicant. No other name along with applicant's name in such enclosure will be entertained.
16. A prospective bidder shall be allowed to participate in a 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, without assigning any reason thereof.
17. The intending Bidder, at his own responsibility and risk is encouraged to **visit and examine the site** of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
18. **Eligibility Criteria:** The tender inviting and Accepting Authority will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

1.	Financial Capacity to be assessed from the financial statement, affidavit-X, affidavit-Y, past performance.
2.	Technical capability comprising of personnel & equipment capability,
3.	Credential,
4.	Experience.

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned above and the declaration executed through prescribed. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder/ tenderer will be rejected at any stage without any prejudice.

19. The **list of Qualified Bidders** will be displayed in the said website after Technical Evaluation.
20. 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 (Presenting Above / below / at par) online, in the space marked for quoting rate in the BOQ.
21. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.
22. Payment of any work done will be made according to availability of fund for the specific head of Account.
23. No **mobilization advance** and secure advance will be allowed.
24. **Security Deposit:** Retention money towards performance Security amounting to 3% (three percent) of the value of the work (including 2% earnest money) shall be deducted from the bill as per prevailing order. No interest will be paid on the Security Deposit.
25. Agencies shall have to arrange **land** for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
26. Modification of clause relating to settlement of dispute under conditions of contract:- The **clause no. 25** of 2911(ii) has been modified vide Notification No. 8182(y) F Dated: 26.09.2012 of Audit Branch, Finance Deptt., Govt. of W.B.
27. Bid shall remain valid for a period not less than **120 days** (one hundred twenty) days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
28. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
29. The agency shall have to execute the work in such a manner so that appropriate service level of the work is maintained during progress of work and a period of **6 months** from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge. If any defect/damage is found during the period as mentioned above, the contractor shall make the same good at his own

cost to the specification as par with instant project work. On failure to do so, penal action against the contractor will be imposed by the department as deem fit. The contractor may quote his rate considering the above aspect.

30. **Refund of Security Deposit** will only be made after successful maintaining of appropriate service level of the work as mentioned above after Defect Liability Period, as per government rules.
31. The intending Bidders shall clearly understand that whatever may be the outcome of the process of invitation of Bids, no cost of Bidding shall be reimbursable by the department under any circumstance.
32. The Executive Engineer, Directorate of Sericulture, Government of West Bengal reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
33. The Commissioner of Textiles (Sericulture), Government of West Bengal reserves the right to **accept or reject** any offer without assigning any reason whatsoever and is not liable for reimbursement of any cost that might have been incurred by any Tenderer at any stage of his / their Bidding.
34. **Refund of EMD:** The Earnest Money of the L2 and L3 bidder will be refunded automatically and without any manual intervention, after issue of the work order. The Earnest Money of other tenderers (Except L1) will be refunded automatically at any stage when the bidder is declared as disqualified or declared above L3. This will be monitored by the web portal monitoring agency and any corresponding in this regard may be made directly with them. The Earnest Money of the L1, or who gets the award of contract will be converted into security Deposit, when usual procedure for refund of Security Deposit to be followed.
35. Conditional/ Incomplete tender will not be accepted under any circumstances.
36. Guiding Schedule of Rates: Rates have been taken from latest P.W.D. (W.B.) Schedule of Rates for Building Works, "Sanitary & Plumbing works and PHE Dte schedule of rates, as valid on the date of inviting of the tender.
37. At any stage before issue of the WORK ORDER, **the tender inviting authority will verify the credential** and other documents of the successful tenderer, if found necessary. After verification if it is found that the documents submitted by the him is either manipulated or false in that case work order will not be issued in favour of the said tenderer under any circumstances.
38. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:

1.	Form No. 2911 (ii)
2.	N. I. T.
3.	Special Terms & Conditions
4.	Technical Bid
5.	Financial Bid

39. **Escalation** of Price on any ground and consequent cost overrun shall **not be** entertained under any circumstances. Rates should be quoted accordingly.
40. **Notwithstanding** anything contained in this Notice Inviting Tender, general terms and conditions, additional terms and conditions and special terms and conditions will be binding upon all concerned.
41. **The lowest Bidder have to deposit @ 10 % of the Bid Value before issue of work order if rate quoted 20% less and above less than the Priced Schedule of rate for the Tender. As per Government rules.**

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## SECTION – B

### General Terms and Conditions

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

- i. Public Works Department Schedule of Rates for Building Works and Sanitary & Plumbing Works in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concerned Circle at the time of submission of tender, or
- ii. Public Works (Roads) Department Schedule of Rates for Road Works, Bridge & Culvert Works and Carriage, etc. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any, issued by the Superintending Engineer, Bridge Planning Circle, or in
- iii. Latest edition of the book of ‘Specification for Road and Bridge Works’ of the M.O.R.T. & H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works and relevant I.S. Code.

1. **Definition of Engineer-in-Charge** and commencement of work: The word “Engineer-in-Charge” means the Executive Engineer, Directorate of Textiles (Sericulture), West Bengal.
2. Terms & Conditions in extended period: As per Clause 5 of W.B.F. No. 2911 (ii) if an extension of time for completion of the work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated upto the extended period.
3. Co—operative with other agencies, damages and safety of road users: All works are to be carried out in close co-operation with the Department and other contractor(s) 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.
4. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality, etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge, are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.
5. Transportation arrangement: The contractor shall arrange for all means of transport required for carriage and supply of materials and also the materials required for the construction work. The contractor must consider this aspect while quoting rate.
6. Contractor’s Site Office: The contractor shall have an office adjacent to the work as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor’s authorised agent or representative. For such intimation to the contractor’s site office, it shall be deemed to be sufficient enough to be served upon the contractor.
7. Incidental and other charges: The cost of all materials, hire charges to tools and plants, labour, Corporation / Municipal fees for water supply, royalty for materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, toll charges, loading and unloading charges, handling chargers, overhead charges and other charges like Sales Tax (Central and/or State), Income Tax, Octroi Duty / Terminal Tax, Turnover Tax, VAT, etc. will be deemed to have been covered by the rates quoted by the contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-Charge of the work. No extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.
8. Authorised Representative of Contractor: The contractor shall not assign the work or sublet any portion of the work. The contractor may however, appoint an authorised representative in respect of one or more of the following purpose only.
9. General day to day management of work:- To give requisition for departmental materials, Tools & Plants, etc. and to receive the same and sign in proper form like hand receipts, etc. thereof.
10. To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor:- The selection

Seal and Signature of Tenderer / Bidder

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

11. Any notice, correspondences, etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.
12. **Extension of time:-** For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants, etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his 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).
13. **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 floor is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Cement, 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 as per direction of the Engineer-in-Charge.
14. **Arrangement of Land:** The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority.
15. **Use of Government Land:-** Before using any space in Government land for any purpose whatsoever, approval of the appropriate authority will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority. The contractor shall make his own arrangements for storage of tools, plant, equipments, materials, etc. of adequate capacity and shall clear and remove on completion of work, the shed, huts, etc. which he might have erected in Government land. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.
16. **Clearing of Materials:-** Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structure or obstruction including pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. 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.
17. **Sundry Materials:-** The contractor must erect temporary pillars, master pillars, etc. as may be required in suitable places as directed by the Engineer-in-Charge at his own cost before starting and during the work by which the departmental staff will check levels, layout of 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 skilled labour required for setting out the levels, laying out different structures, etc. shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost.
18. **Water and Energy:-** The contractor shall have to arrange at his own cost the energy required for operation of equipments and machineries, 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.

19. Amenities for contractors:- All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for staff & crews, medical aids, etc. are to be arranged by the contractor at his own cost. The cost of transport 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.
20. Drawings:- All works shall be carried out in conformity with the drawings supplied by the Department. The Contractor shall have to carry out all the works according to the departmental General Arrangement Drawing and Detail Working Drawings to be supplied by the Department from time to time.
21. Serviceable Materials:- The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to the Engineer-in-Charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.
22. All **materials** required for the proposed work **including cement and steel** shall be of specified grade and approved brand inconformity with relevant code of practice (latest revision) and manufactured accordingly procured and supplied by the agency at their own cost including all taxes.
23. Unserviceable Materials:- The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.
24. 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.
25. Idle labour & additional cost:- Whatever may be the reason for 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 not be entertained under any circumstances.
26. Charges and fees payable by contractor:- The contractor shall receive all notices and pay all fees required to be given or payable to by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the Department free against all penalties and liabilities of every kind for breach of such statute regulation or law.
27. The Contractor shall indemnify the department from and against all claims, demands, suit and proceedings for or on account of infringement of any patent rights, design, trade mark of name or other protected right 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.
28. Realization of Departmental claims:- Any sum 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.
29. 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: 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), provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others, 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, 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.
30. 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.
31. Setting out of the work:- The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and

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

32. Precautions during works:- The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.
33. Testing of qualities of materials & workmanship:- All materials and workmanship shall be in accordance with the specifications laid down in the contract 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.
34. 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.
35. Implied elements of work in items:- Except 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 of works are to be deemed as inclusive of the same.
36. Procurement of materials:- All materials required to complete the execution of the work shall be supplied by the contractor after procurement from authorised and approved source.
37. 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 any claim for any loss or damage on that account.
38. 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.
39. Issue of Departmental Materials: **Departmental materials will not be issued under any circumstances.**
40. Tender Rate: The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender clause. No conditional rate will be allowed in any case.

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### **Additional Terms and Conditions:**

A few additional conditions under special terms and conditions:

1. The construction materials procured at site by the agency for the work to be stored in a well dressed manner as a civic country. These should always kept in such a location and position that does not provide inconveniency to public.
2. The site of work to be cleared of all rubbishes, during and after the completion of work to the satisfaction of the Engineer-in-charge at his own cost. No additional payment for this item will be made. The Rate quoted shall be inclusive of clearing site as above.
3. Rate quoted shall be inclusive of West Bengal Sales Tax, VAT / GST, Income Tax, Cess, Octroi and all other duties, if any.
4. The Contractor is to display caution board at his own cost as per direction of Engineer-in-Charge.
5. The whole work will have to be executed as per departmental drawings available in this connection at the tender rate.
6. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
7. Labour welfare CESS will be deducted @ 1% (one percent) of gross bill value as per rule.
8. In accordance with the relevant rules, necessary S.T / VAT / GST will be deducted as per the rate in force from the bill in addition to other deduction as per the extent of rules.

### **Special Terms and Conditions**

1. During excavation, demolition, dismantling, or at any stage of work, any materials obtained at the periphery of the work site, the same to be intimated immediately to this department. The same will be the property of the Government of west Bengal and to be disposed off in a manner best advantageous of the Government. The agency will upkeep the same till taken over of the same by the competent authority and no additional claim in this respect will be allowed.
2. Deep excavation of trenches and left out for days shall be avoided.
3. The agency shall protect all the works including brickwork, green concrete, plasters, electrical works, etc by means of guard, barricade etc. Any damaged of any part of the work to be mend well by him at his own cost.
4. No compensation to the works damaged by rain or traffic will be entertained.
5. Any open, dry, abandoned or dangerous well in the periphery of the work site or nearby to be intimated to the department authority and on instruction, the same to be covered with slab, grill etc, or filled up with earth or sand or rubbishes, as found suitable. This work to be done on specific instruction and will be paid for.
6. Forced Closure:- In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred thereof by him but not for any losses. Delay due to modification of drawing and design:- The contractor shall not be entitled for any compensation to any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.
7. Night Work:- The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons, the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatsoever in this respect will be made to the contractor.

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OPENING OF TECHNICAL PROPOSAL  
AND TECHNICAL EVALUATION:

Technical proposals will be opened by the Executive Engineer, Directorate of Textiles (Sericulture) and his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

1. Intending tenderers may remain present if they so desire during opening of Tenders.
2. Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the bid will be rejected.
3. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded. Summary list of technically qualified tenderers will be uploaded online soon.
4. Pursuant to documents for Earnest Money and verification to that, the summary list of eligible tenderers -as per the decision of the Executive Engineer, will be uploaded in the web portals.
5. During evaluation, the Executive Engineer may summon the tenderers & 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.
6. If any tenderer fails to produce the original hard copies of the documents (specially Completion Certificates in support of credentials submitted, and audited balance sheets), or any other documents on demand of the Tender Opening Authority 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 of facts, the Tenderer will be suspended from participating in the tenders on e-Tender platform for 2 (Two) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Directorate may take appropriate legal action against such tenderer.

**OPENING OF FINANCIAL PROPOSAL**  
**AND FINANCIAL EVALUATION:**

1. The financial proposal of the technically qualified tenderers will be opened by the Tender Opening Authority electronically from the website stated in Clause 1 of the NIT using their Digital Signature Certificate.
2. Intending technically qualified tenderers may remain present if they so desire.
3. Decrypted (*transformed in to readable formats*) BOQ downloaded by the Tender Opening Authority.
4. Financial capacity of a bidder will be judged on the basis of information furnished in Section - B.
5. Penalty for suppression / distortion of facts: If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
6. Rejection of Bid: 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 Employer's action.
7. Award of Contract: The Bidder whose Bid has been accepted will be notified by the Authority through acceptance letter/ Letter of Acceptance.
8. The Agreement in W.B. From No. 2911(ii) will incorporate all agreement between the Tender Accepting Authority and the successful bidder.
9. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents.
10. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents downloading from the website stated in N.I.T. along with requisite cost within a time limit of seven days.

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Seal and Signature of Tenderer / Bidder

Executive Engineer,  
Directorate of Ssericulture,  
West Bengal