

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

Memo No. 2021 /ENG/CIVIL/RKVY/MLD/9(Vol- 6) Dated: - 03.01.2018

NOTICE INVITING e-TENDER

Notice inviting e-Tender No. - WBDOTS/EE/CIVIL/RKVY/MLD/58/2017-18

The Executive Engineer, Directorate of Textiles (Sericulture), 45, Ganesh Chandra Avenue (2nd Floor), Kolkata- 700 013, Government of West Bengal, invites e-tender for the works detailed in table below. (Submission of Bid online)

List of schemes:

Sl.	Name of works	Estimated Cost (Rs.)	Earnest Money(Rs.)	Cost of tender documents	Time allowed for completion of the work	Eligibility of Contractor
1.	Remodelling of TSC Office including S & P works (TSC-I & TSC-II) at the campus of Kaliachak Cocoon market, Malda under RKVY.	26,21,722.00 (<i>Twenty Six lakh Twenty one Thousand Seven Hundred Twenty two) only</i>)	65,543.00 (Sixty five thousand five hundred fourty three) only	Rs. 2550.00 (Rupees One Thousand Fifty) Only.	90 days.	Bonafied , experienced and resourceful contractors having 40% credential in similar nature of work.

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.

Date and Time Schedule:

Particulars	Date and Time
Date of uploading of N.I.T. Documents (Online),	04.01.2018 upto 18.00 Hrs
Date of Publishing of Tender	05.01.2018 at 9.00 Hrs
Documents download start date (Online)	05.01.2018 at 11.00 Hrs.
Bid submission start date (Online)	08.01.2018 at 11.00 Hrs.
Bid submission closing date (Online)	19.01.2018 Upto 1800 Hrs.
Bid opening date for Technical Proposals (Online)	22.01.2018 at 11.00 Hrs.
Bid opening date for Financial Proposals (Online)	To be notified lateron.

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.

Encl:Terms & Conditions.

Executive Engineer,
Directorate of Textiles (sericulture),
West Bengal

Memo No. 2021 /ENG/CIVIL/RKVY/MLD/9(Vol-6) Dated: -03.01.2018

Copy forwarded for information & necessary action to the Deputy Director of Textiles (Sericulture), Malda

Executive Engineer,
Directorate of Textiles (sericulture),
West Bengal

Seal and Signature of Tenderer / Bidder

Executive Engineer
Directorate of Textiles (Sericulture)
West Bengal

- 1) In the event of e-filing, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of digital Signature Certificate, 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.
- 2) Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>
- 3) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time schedule.
- 4) The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL BID of the tenderer is found qualified by the Executive Engineer, Directorate of Textiles (Sericulture), Govt. of West Bengal. The decision of the Executive Engineer will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
- 5) Eligibility criteria for participation in the tender:
Bonafide experienced and resourceful contractors having Credential for completing similar nature of work during preceding 5(five) years for a single contract value amounting to Rs 60% of the estimated cost put to tender in pure Govt.Department,Zilla parishad only. No completion certificate below the rank of Executive Engineer will be entertained regarding credential.

[Non-statutory documents]

N.B.:- Date of Completion, work order no., value of work done of project and detail communicational address of client must be Indicated in the Credential Certificate.

- ii. Income Tax Acknowledgement Receipt for the latest Assessment year, latest P.T. Deposit Callan, Pan Card, VAT Registration Certificate, I.T. return etc. are to be accompanied with the Technical Bid Documents.
 - ii. 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.
 - iii. In case of Proprietorship, Partnership Firms and Company, Tax Audit Report in 3CD Form are to be furnished along with the Balance Sheet and Profit and Loss account, and 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.
 - iv. 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]
 - v. 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. along with other relevant supporting papers. [Non-statutory documents]
 - vi. 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.
- 6). No mobilization advance and secure advance will be allowed.
- 7). Security Deposit:
Retention money towards performance Security amounting to 10% (ten percent) of the value of the work (which includes 2.5% earnest money) shall be deducted from the bill as per prevailing order. No interest will be paid on Security Deposit.
- 8). Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
- 9). All materials required for the proposed work including cement and steel shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufactured accordingly. procured and supplied by the agency at their own cost including all taxes.
- 10). Constructional Labour welfare CESS @ 1% (one percent) of cost of construction will be deducted from every Bill of the selected agency.
- 11). 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.
- 12). Bid shall remain valid for a period not less than 120 (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.
- 13). The Prospective Bidder 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. Refund of Security Deposit will only

- be made after successful maintaining of appropriate service level of the work as mentioned above for 6 (six) months from the date of completion of the work.
- 14). Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
 - 15). Earnest Money: 2.5% (two point five percent) of the estimated Amount put to tender will be deposited by the bidder electronically: online- through his net Banking enabled bank account, maintained at any Bank
 - 16). The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
 - 17). The intending Bidders shall clearly understand that whatever may be the out come of the present invitation of Bids, no cost of Bidding shall be reimbursable by the department. 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 any cost that might have been incurred by any Tenderer at the stage of Bidding.
 - 18). Refund of EMD: The Earnest Money of all the unsuccessful tenderers deposited electronically will be refund automatically after opening of Bid and after AOC of the Tender.
 - 19). Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' stated in Section- 'A' before tendering the bids.
 - 20). Conditional/ Incomplete tender will not be accepted under any circumstances.
 - 21). The intending tenderers are required to quote the rate online only, no offline submission will be allowed.
 - 22). 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.
 - 23). During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
 - 24). The Executive Engineer, Directorate of Textiles (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.
 - 25). Before issuance of the WORK ORDER, the tender inviting authority may 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 lowest tenderer is either manipulated or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.
 - 26). 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
 - 27). Qualification 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
 - 2) Technical capability comprising of personnel & equipment capability
 - 3) Experience / Credential

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.
 - 28). Escalation of Price on any ground and consequent cost over run shall not be entertained under any circumstances. Rates should be quoted accordingly.

SECTION - A INSTRUCTION TO BIDDERS

General guidance for e-Tendering:

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

i. **Registration of Contractor:**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to

https://wbtenders.gov.in (the web portal of Public Works Department) the contractor is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC):

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

iii. The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

iv. Participation in more than one work:

A prospective bidder shall be allowed to participate in the 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.

v. Submission of Tenders:

Tenders are to be submitted through online to the website stated in Clause A.1. in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

Technical Proposal:

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

(a). Statutory Cover Containing the following documents:

1. NIT

2. EMD & TENDER FEES & BIDDER'S DECLARATION

(b). Non-statutory Cover Containing the following documents:

i. N.B.: Failure of submission of any of the above mentioned documents as stated in Sl. No. A.5. (a). and Sl. No. A.5. (b). will render the tenderer liable to be 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.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	Vat Registration Certificate & Acknowledgement. PAN. Current P Tax (Challan) Latest IT Receipt. IT-Return
B.	Company Detail(s)	Company Detail	Proprietorship Firm (<i>Trade license</i>) Partnership Firm(<i>Partnership Deed, Trade License</i>) Ltd. Company (<i>Incorporation Certificate, Trade License</i>) Society (<i>Society Registration Copy, Trade License, Uptodate renewal certificate</i>) Power of Attorney.
C.	Credential	Credential – 1 Credential – 2	Similar nature of work done (60% of the estimated cost) within preceding 5 years only & completion certificate which is applicable for eligibility in this tender.

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Seal and Signature of Tenderer / Bidder

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Directorate of Textiles (Sericulture)
West Bengal

1. Opening of Technical Proposal:

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).

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 tender will summarily 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.

4. Pursuant to scrutiny decision of the Executive Engineer the summary list of eligible tenderers & the serial number of work for which their proposal will be considered 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.

2. Financial Proposal

1. 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 through computer in the space marked for quoting rate in the BOQ.

2. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

Financial capacity of a bidder will be judged on the basis of information furnished in Section - B. 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.

vi. 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.

vii. Award of Contract:

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.

The notification of award will constitute the formation of the Contract.

The Agreement in W.B. Form No. 2911(ii) will incorporate all agreement between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents downloading from the website stated in Sl. No. 1 of N.I.T. along with requisite cost through Demand Draft only issued from any nationalized bank in favour of the Executive Engineer of the concerned work within time limit to be set in the letter of acceptance.

SECTION - B

Special Terms and Conditions

1. General:

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

- i. Contractors of PWD and (C & B) Directorate, as well as from bonafied experienced resourceful contractors having experience in such type/nature of works of magnitude of 75% seventy five percent) of the amount put to tender.
- ii. 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 in
- iii. 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
- iv. 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.

2. Definition of Engineer-in-Charge and commencement of work:

The word "Engineer-in-Charge" means the Executive Engineer, Directorate of Textiles (Sericulture), West Bengal.

3. 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.

4. 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. 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

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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 charges, 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 agreement 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.

1. General day to day management of work.
2. To give requisition for departmental materials, Tools & Plants, etc. and to receive the same and sign hand receipts thereof.
3. 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 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 authorised. 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.

Any notice, correspondences, etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor.

4. 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).

5. Contractor's Go down:

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Directorate of Textiles (Sericulture)
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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

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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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Contractor's risk for loss or damage:

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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.

16. 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.

17. Charges and fees payable by contractor:

The contractor shall received 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.

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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Testing of qualities of materials & workmanship:

Seal and Signature of Tenderer / Bidder

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Directorate of Textiles (Sericulture)
West Bengal

All materials and workmanship shall be in accordance with the specifications laid down in the contract and 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

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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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. Issue of Departmental Materials: Departmental materials will not be issued under any circumstances.

30. Force 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.

31. 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.

32. 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.

33. Additional Conditions:

A few additional conditions under special terms and conditions:

1. Rate quoted shall be inclusive of clearing site as per direction of the Engineer-in-Charge.
2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, Octroi and all other duties, if any.
3. The Contractor is to display caution board at his own cost as per direction of Engineer-in-Charge.
4. Deep excavation of trenches and left out for days shall be avoided.
5. Labour welfare CESS will be deducted @ 1% (*one percent*) of gross bill value as per rule.

Seal and Signature of Tenderer / Bidder

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6. The whole work will have to be executed as per departmental drawings available in this connection at the tender rate.
7. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
8. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT

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9. will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

34. 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.

Seal and Signature of Tenderer / Bidder

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West Bengal

FORM – I
PRE-QUALIFICATION APPLICATION

To
The Executive Engineer,
Directorate of Textiles (Sericulture)
45, Ganesh Chandra Avenue, Kolkata - 700013
Government of West Bengal,

Ref : Tender for (Name of work)

e-N.I.T. No.: of the Executive Engineer, Directorate of Textiles (Sericulture), West Bengal

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.T. 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: Tender Inviting & Accepting Authority / Engineer-in-Charge can amend the scope & value of the contract bid under this project.

Tender Inviting & Accepting Authority / Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclosure(s): e-Filling
/ Bidder

Seal and Signature of Tenderer

Statutory Documents:

Address:

Non Statutory Documents:

Contact No.:

Seal and Signature of Tenderer / Bidder

Executive Engineer
Directorate of Textiles (Sericulture)
West Bengal

Undertaking to be submitted by the Bidder

1) I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.

2) The under-signed also hereby certifies that neither our firm
M/S _____

_____ nor any of constituent partner had been debarred to participate in tender/bid by any Govt. Department during the last 5 (*five*) years prior to the date of this N.I.T.

3) The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.

4) The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.

5) 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.

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date:

Seal and Signature of Tenderer / Bidder

Executive Engineer
Directorate of Textiles (Sericulture)
West Bengal