

SECTION – B

FORM – III

STRUCTURE AND ORGANISATION

- 1) Name of Applicant : _____
- 2) Office Address : _____
- 3) Name and Address of Bankers : _____
- 4) Telephone No. : _____
- 5) Fax No : _____
- 6) Attach an organization chart showing the Structure of the company with names of Key Personnel and technical Staff with Bio-data. : _____

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

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

SECTION – B

FORM – V

Experience Profile

Name of the Firm:

List of projects completed that are similar in nature to the works having more than 40% (*forty percent*) of the project cost executed during the last 3(*Three*) years as per this NIT clause no. 5(i).

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible for supervision	Contract price in Indian Rs.	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:

- 1) Certificate from the Employers to be attached.
- 2) Non-disclosure of any information in the Schedule will result in disqualification of the firm.

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

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. PWD (West Bengal) Schedule of Rates for Building Works, Sanitary & Plumbing Works and Electrical works in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area at the time of submission of tender.

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

The word “Engineer-in-Charge” means the General Manager (North), WBTDCL Ltd. The word “Department” appearing anywhere in the tender documents mean WBTDCL. The word “approved” appearing anywhere in the documents means approved by the Managing Director Tender Issuing Authority WBTDCL. The work shall have to be taken up within **07 (seven) days** of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

3) Terms & Conditions in extended period:

As per Clause 5 of Tender Form 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 WBTDCL 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 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.

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, GST, 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) Authorized Representative of Contractor:

The contractor shall not assign the agreement or sublet any portion of the work. The contractor may however, appoint an authorized 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 WBTDCL 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 about 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) Power of Attorney:

The Provision of the power of attorney, if any, must be subject to the approval of the WBTDCL. Otherwise, WBTDCL shall not be bound to take cognizance of such power of attorney.

5) 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 Tender form.

6) Contractor Godown:

The contractor must provide suitable godowns for cement and other materials including Electrical 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.

7) 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. WBTDCL 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, equipment's, materials, etc. of adequate capacity and shall clear and remove on completion of work, the shed, huts, etc. which he might have erected in WBTDCL land. If after such use, the contractor failed to clear the land, WBTDCL 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 WBTDCL 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, The odalite 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) Supplementary / Additional items of Works:

Notwithstanding the provisions made in the related printed tender form, any item of work which can 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 in the manner as stated below:-

- i) Rate of Supplementary items shall be at per with corresponding current PWD Schedule of rates / analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- ii) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D. schedule of rates of probable items of work as will be in force at the time of N.I.T.
- iii) If the rates of the supplementary items cannot be computed even after application of clauses stated above, the same shall be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (both together) @ **10% (ten percent)** will be allowed only. **The contractual percentage will not be applicable.**
- iv) Black market rates shall never be allowed.
- v) Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses C. 15 (i) and C. 15 (ii) stated above only.
- vi) 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.

11) 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 Engineer-in-Charge or the Sub-Assistant Engineer, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. If this is not possible for practical reasons, the PMC, if so authorized by WBTDC, may do this inspection in respect of minor works and issue order regarding the latter item.

12) Approval of Sample:

Samples of all materials those to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-Charge.

13) Water and Energy:

The contractor shall have to arrange at his own cost the energy required for operation of equipment's 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 WBTDC 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.

14) 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 WBTDC.

15) Drawings:

All works shall be carried out in conformity with the drawings supplied by WBTDC. The Contractor shall have to carry out all the works according to the Detail Working Drawings to be supplied by WBTDC from time to time.

16) 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 WBTDC 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 WBTDC, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.

17) 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.

18) 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.

19) 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.

20) Charges and fees payable by contractor:

- 1) 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 WBTDCL free against all penalties and liabilities of every kind for breach of such statute regulation or law.
- 2) The Contractor shall indemnify WBTDCL 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.

3) 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 WBTDCL and set off against any claim of WBTDCL for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the WBTDCL.

4) 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, Engineer-in-Charge of the work may at his discretion, take necessary measure over the contract.

The Contractor shall also make himself liable 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 Engineer-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 Engineer-in-Charge may at his discretion take necessary measures over the contract.

5) 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:

- 1) 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),
- 2) 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,
- 3) 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,
- 4) 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.

5) 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.