



**GOVERNMENT OF WEST BENGAL**  
*Office of the Executive Engineer, P.W.D.*  
*Bardhaman Electrical Division*  
*Purta Bhavan (1st Floor), P.O.: Sripally,*  
*Dist.: Purba Bardhaman, Pin: 713103*  
☎ Office: 0342-2644095 / TeleFax: 0342-2645952

Memo No: 972

Date: 13/08/2021

**NOTICE INVITING e-TENDER NO :- WBPWD/EEBED/NIQ-09/2021-22**

The Executive Engineer, Bardhaman Electrical Division / PWD, Purta Bhavan (1st Floor), P.O.:Sripally, Dist.: Purba Burdwan, Pin: 713103, on behalf of the Governor of the State of West Bengal, invites e- Tender for the work as stated below.

**1. INFORMATION ABOUT THE WORKS :**

Sl. No	Name Of Work	Estimated Amount Put To Tender:	Earnest Money To Be Deposited:	Time Period of Completion of Work:	Name of the Concerned Division	Eligibility Of The Bidder
1	SITC of 20KWP Ongrid Solar Power Plant with allied work at GGDC Kalna-1 - Supply and Installation of 20KWP Ongrid Solar Plant.	NIL (Item Rate Tender)	Rs. 20,000	30 (Thirty Days from the date of layout)	Bardhaman Electrical Division/ PWD	Contractors / bonafied Resourceful agencies having experience in similar nature of work [The Eligibility Criteria is stated in Clause 2 below.]

**2. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER :-**

- ~~The prospective Bidder must have Electrical Supervisor's Certificate of Competency in parts 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b), 10, 11 & 12 or Equivalent National Supervisor's Certificate of Competency.~~
- ~~The prospective outside bidders must have an employee having Degree or Diploma in Electrical Engineering even he himself may be a Degree / Diploma holder in Electrical Engineering.~~
- The prospective outside bidders must have the credential(s) of satisfactory completion as a prime agency during the last 3(three) years from the date of issue of this Notice at least one work of similar nature having a magnitude of **40(Forty)** percent of the amount put to tender: under authority of State/ Central Govt., State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central / State Govt.

N.B.:- Completion certificate should contain a) Name of work, (b) Name of Client, (c) Amount put to tender, (d) Schedule month and year of commencement and completion as per work order (e) actual month and year of completion.

- d. Valid up to date clearance of Income Tax return / GST Registration Certificate/ Professional Tax Enrolment/ latest Deposit Challan / P.T. (Deposit Challan) / Pan Card / License under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970/ Voter ID Card for self identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents].
- f. The contractors who have been delisted of debarred by any government department shall not be eligible in any way.

3. **IMPORTANT DATE AND TIME SCHEDULE :**

Sl. No.	PARTICULARS	DATE & TIME
1.	Date of uploading (Publishing) of N.I.T. Documents (Online)	13-08-2021
2.	Documents download start date (Online)	13-08-2021 From 3.00 P.M.
3.	Documents download end date (Online)	24-08-2021 upto 12.00 P.M
4.	Bid proposal submission start date (Online).	13-08-2021 From 3.00 P.M.
5.	Bid proposal Submission end date (Online)	24-08-2021 upto 12.00 P.M
6.	Bid opening date for Technical evaluation (Online)	26-08-2021 after 12.00 P.M

4. For e-Filing, the intending bidder may download the tender document from the website <https://etender.wb.nic.in> directly with the help of Digital Signature Certificate & necessary cost of tender document which may be remitted through Demand Draft/ Banker's Cheque Order issued from any nationalized bank in favour of the **Executive Engineer, Bardhaman Electrical Division, PWD, payable at Burdwan or in Cash & the Earnest Money is to be deposited through e-Filing** at the time of submission of Bid (scanned copy by document scanner to be submitted). (Details of which has been narrated in "Instruction to Bidders").
5. 1.A) bidder desirous of taking part in the tender shall login to the e-Procurement portal of the Government of West Bengal <https://wbenders.gov.in> using his login ID and password and thereafter may download the tender document from the website directly with the help of Digital Signature Certificate.  
As per G.O. No. 416(8)-W(C)/1M-291/16 dated 03-08-2016 of the Joint Secretary, Works Branch, PWD in concurrence to G.O. No. 3975-F(Y) dated 28-07-2016 of the Secretary, Audit Branch, Finance Department a bidder should initiate payment of pre-defined **EMD** for the tender by selecting from either of the following payments modes:

**i) Net Banking** (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;

**ii) RTGS/NEFT** in case of offline payment through bank account in any Bank. Tender document may be download from website & submission of Technical Bid/Financial Bid as per Tender time schedule stated in **Sl. No. 3 (Date & Time Schedule)**. **The documents submitted by the bidders should be indexed and also should be according to his / their Firm name.**

**2. A) Earnest Money Payment procedure:**

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

**i)** On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

**ii)** Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

**iii)** Bidder will receive a confirmation message regarding success/failure of the transaction.

**iv)** If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government/PSU/Autonomous Body/Local Body/PRI's etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

**v)** If the transaction is failure, the bidder will again try for payment by going back to the first step.

**b) Payment through RTGS/NEFT:**

**i)** On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

**ii)** The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

**iii)** Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

**iv)** If verification is successful, the fund will get credited to the respective Pooling account of the State Government/PSU/Autonomous Body/Local Body/PRI's etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

**v)** Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

**vi)** But if the payment verification is unsuccessful, the amount will be returned to the bidder's account

**B) Earnest Money Refund/Settlement Process:**

**i)** The EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to the respective bidders' bank accounts from which they made the payment transaction.

**ii)** Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded through an automated process to the respective bidders' bank accounts from which they made the payment transaction.

**iii)** If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction.

**iv)** As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal, EMD of the L1 bidder will automatically get transferred from the Pooling account to the State Government deposit head through GRIPS along with the bank particulars of the L1 bidder.

6. The documents submitted by the bidders should be properly indexed & digitally signed.
7. The FINANCIAL OFFER of the prospective Bidder will be considered only if the Bidder qualifies in the Technical Bid. The decision of the **Executive Engineer, Bardhaman Electrical Division, PWD** will be final and binding on all concerned and no challenge against such decision will be entertained. The Name of Qualified Bidders will be displayed in the website on the scheduled date and time as specified above.
8. Bids shall remain valid for a period not less than 90 (Ninety) days after the dead line date for Financial Bid submission.
9. 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.
10. Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the Website <https://etender.wb.nic.in> within the time as specified above.
11. The intending Bidders should clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The **Executive Engineer, Bardhaman Electrical Division, PWD** reserves the right to reject any or all the application(s) for purchasing Bid Documents and/or to accept or reject any or all the offer(s) 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.
12. The Earnest Money of all the unsuccessful Tenderers deposited in favour of the Executive Engineer, Bardhaman Electrical Division, PWD along with the Tenders will be refunded by the said Executive Engineer on receipt of application from Tenderers on the basis of P.W.D. accounts Branch notification no. 451-A/ PW/O/10C-35/10 dated 26/07/2011 of the Secretary to the Govt. of West Bengal.
13. The intending tenderers are required to quote the rate online only. No offline tender will be entertained.
14. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b), Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.
15. During the scrutiny, if it comes to the notice to the tender inviting authority that the credential(s) and/or any other paper(s) has/have been of any bidder found incorrect/ manufactured/ fabricated, that bidder will not be allowed to participate in the tender and that application will be rejected outright. The **Executive Engineer, Bardhaman Electrical Division, PWD** reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
16. Before issuance of the WORK ORDER, the tender inviting authority may verify the credential(s) and/or other document(s) of the lowest tenderer, if found necessary. After verification, if it is found that the document(s) submitted by the lowest tenderer is/are either manufactured or false, the work order will not be issued in favour of the said Tenderer.

17. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:-
  - a. Form No. 2908 /2911(ii) b. NIT /NIQ c. Special terms & Condition d. Technical bid e. Financial bid
18. If the dates fall on holidays or on days of bandh or natural calamity, the dates defer to next working days.
19. All tenderers are requested to be present online during opening of tenders positively. In no case his/their absence will stand against holding the same.
20. In case of inadvertent typographical mistake found in the specific price schedule of rates, the same will be treated to be so corrected as to conform with the prevailing relevant schedule of rates and / or technically sanctioned estimate.
21. The intending tenderer is required to quote the rate in figures as well as in words as percentage above / below than or at par with the relevant price schedule of rates.
22. Conditional / incomplete tender will not be entertained.
23. The accepting authority reserves the right to reject any or all the tenders without assigning any reason whatsoever and he will not be bound to accept either the lowest tender or any of the tenders.
24. Issuance of work order as well as payment will depend on availability of fund and no claim what so ever will be entertained for delay of Issuance of work order as well as payment, if any. Intending tenderers may consider this criteria quoting their rates.
25. If any tenderer withdraws his offer before acceptance or refusal without giving any satisfactory explanation for such withdrawals, he/she shall be disqualified for submitting tender to this Division(s) and Sub-Division(s) under this division for minimum period of 1(one) year.
26. Clause-25 of the conditions of contract of the West Bengal Form No. 2911/2911(ii) may be treated to be omitted and there is no provision for arbitration for resolution of disputes that may arise out of the contracts to be entered into by the Department with the contractors for the purpose of carrying out execution of public works as per G.O No. 558/SPW dated 13-12-2011 of P.W.D.
27. Successful tenderers will be required to observe the following conditions strictly:
  - a) Employees. Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
  - b) Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
28. Service Tax and Educational Cess will be as per existing rules of the Govt.

29. **A retention towards Performance Security, amounting to 10 (ten) percent (including the Earnest money, already deposited) of the bill amount shall be made by the Executive Engineer from 1st RA bill to Final bill.**

**No interest would be paid on the Performance Security Deposit.**

## **29. INSTRUCTION TO BIDDERS**

### **1. General guidance for e-Tendering**

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

### **2. 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://etender.wb.nic.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.

### **3. Digital Signature certificate (DSC)**

Each contractor is required to obtain Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to Tenderer DSC is given as a USB e-Token.

a. The contractor can search & download NIT / NIQ & Tender Documents electronically from computer once he/she logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

b. 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.

### **4. Submission of Tenders.**

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 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).

#### **A. Technical proposal**

The Technical proposal should contain scanned copies (preferably by document scanner) of the following further two covers (folders).

##### **A-1 Statutory Cover Containing**

a. Demand Draft/ Bankers Cheque towards cost of tender documents/ original documents as prescribed in the NIT, against work in favour of the Executive Engineer, Bardhaman Electrical Division, PWD.

- b. Earnest money (EMD) as prescribed in the NIT/NIQ against the work in favour of the Executive Engineer, Bardhaman Electrical Division, PWD through Earnest Money Payment procedure.
- b. Tender form No. 2908 /2911(ii) & NIT/NIQ with all agenda & corrigendum (download & upload the same Digitally Signed, quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in 2908 /2911(ii) the tender liable to summarily rejected).
- c. Special Terms, condition & specification of works.
- d. Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act, 2017.

**A-2. Non statutory Cover Containing**

- a. Professional Tax (PT) deposit receipt challan Up to date, Pan Card, Latest IT- Return Acknowledgement, GST Registration Certificate, latest Deposit Challan, License under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970.
  - b. Registration Certificate under Company Act. (if any).
  - c. Registered Deed of partnership Firm/ Article of Association & Memorandum
  - d. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
  - e. Valid enlistment certificate
  - f. Trade License
  - g. Certificate of Registration. from the respective Assistant Registrar of Co - operative Societies & Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) (for Regd. Unemployed Engineer's Co - Operative Society Ltd.)
  - h. Requisite Completion Certificate for completion of at least two similar nature of electrical work in any Govt. Department having a magnitude of at least 40(Forty) percent of the Estimated amount of the work put to tender on or after 01.02.2008 (For Prospective Outside Bidder)
- N.B Completion certificate must contain a) Name of work, (b) Name of Client, (c) Amount put to tender, (d) Schedule month and year of commencement and completion as per work order (e) actual month and year of completion.
- i. Electrical Supervisors Certificate of Competency in parts 1,2,3,4 5,6(a), 6(b),7(a),7(b), 10, 11 & 12 or Equivalent National Supervisors Certificate of Competency.
  - j. Documents Related to Appointment to a Degree or Diploma Holder in Electrical Engineering. (For Prospective Outside Bidder)
  - k. Email address should be furnished in the declaration by the intended tenderer and the present location (working place).

**Note:- Failure of submission of any of the above mentioned documents (as stated in A1 & A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.**

**B. Financial proposal**

- a. 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 (percentage Above / Below / At par) online through computer in the space marked for quoting rate in the BOQ.
- b. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.



**5. Penalty for suppression / distortion of fact.**

Submission of false document by tenderer is strictly prohibited & if found action may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

**6. REJECTION OF BID**

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (tender accepting authority) action.

**7. 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 Letter of Acceptance will constitute the formation of the Contract.

The Agreement in W.B.F.No.- 2908 /2911(ii) will incorporate all necessary documents e.g. N.I.T., all addenda-corrigendum, special terms & condition , Schedule of works (B.O.Q).and the same will be constituted between the Tender Accepting Authority and the successful Bidder.

**Executive Engineer, PWD  
Bardhaman Electrical Division**

**Memo No - 972 /1(18)**

**Date. 13/08/2021**

Copy forwarded for information to the:

1. Superintending Engineer, Presidency Elect. Circle / Health Elect. Circle / Kolkata Elect. Circle / Central Elect. Circle / Southern Elect. Circle / Western Elect. Circle / Northern Elect. Circle / South Western Elect. Circle / Electrical Planning & Monitoring Circle, PWD.
2. Executive Engineer, Hooghly / Birbhum Electrical Division, PWD
3. Assistant Engineer -Asansol/Durgapur / Bardhaman/ Bardhaman Medical College , PWD, Electrical Sub-Division.
4. Estimating-Section of this office.
5. Executive Engineer - IT Cell, PWD : With the request to publish this NIT in the PWD Website.
6. Notice Board of this Office.

*Sd/- S. Maiti*  
**Executive Engineer, PWD  
Bardhaman Electrical Division**



SECTION – B  
FORM –I  
**PRE-QUALIFICATION APPLICATION**

To  
The Executive Engineer, PWD and  
Bardhaman Electrical Division  
Public Works Directorate

Ref: - Tender

for \_\_\_\_\_  
\_\_\_\_\_ (Name of work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**N.I.T./N.I.Q No.: .....(Sl. No. ....) of 2020-21 of Executive Engineer, PWD, Bardhaman Electrical Division.**

Dear Sir,

Having examined the Statutory, Non statutory and NIT/NIQ documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of \_\_\_\_\_ In the capacity \_\_\_\_\_ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

- (a) Tender Inviting and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.
- (b) Tender Inviting and Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

**Enclo:- e-Filling:-**

1. Statutory Documents
2. Non Statutory Documents

Date: -

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

**PUBLIC WORKS DEPARTMENT, GOVT. OF WEST BENGAL**  
**NIT No- WBPWD/EEBED/NIQ-09/2021-22 OF**  
**EXECUTIVE ENGINEER, BARDHAMAN ELECTRICAL DIVISION, PWD**

**SECTION – B**  
**Form - II**  
**FINANCIAL STATEMENT**

**B.1** Name of Applicant :

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

	1 <sup>st</sup> Year (Rs. In lakh)	2 <sup>nd</sup> Year (Rs. In lakh)	3 <sup>rd</sup> Year (Rs. In lakh)	4 <sup>th</sup> Year (Rs. In lakh)	5 <sup>th</sup> Year (Rs. In lakh)
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a) Current Assets :  
 (It should not include investment in any other firm)

b) Current liabilities :  
 (It should include bank over draft)

c) Working capital :  
 (a) – (b)

d) Net worth :  
 (Proprietors Capital or Partners Capital or Paid up Capital + Reserve and surplus )

e) Bank loan/ Guarantee :  
 (As per clause G.2. with all sub clauses)

**B.3** Annual value of construction works undertaken :

Work in hand i.e. Work order issued	As on 31.03.2016	As on 31.03.2015	As on 31.03.2014	As on 31.03.2013	As on 31. 3.2012	As on 31.03.2011

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

**PUBLIC WORKS DEPARTMENT, GOVT. OF WEST BENGAL**  
**NIT No- WBPWD/EEBED/NIQ-09/2021-22 OF**  
**EXECUTIVE ENGINEER, BARDHAMAN ELECTRICAL DIVISION, PWD**

**B.4 Bid Capacity:**  
**[AxNx2 –B]**

A = Maximum value of work done in a single year during last three years

B = Value at current price level of existing commitments and ongoing works to be completed in the next N years.

N = Time of completion of the work in years for which tender has been invited

**N.B.** The Audited Balance Sheet and Profit and Loss Account with all the schedules and annexure forming part of the Balance Sheet and Profit and Loss Account for the last five years should be given. All these financial statements should be signed by a competent authority for the last five years [Ref.:- Instruction to tenderers Section B and Clause No. 6 of NIT/NIQ].

Signed by an authorized officer of the firm

\_\_\_\_\_

Title of the officer

\_\_\_\_\_

Name of the Firm with Seal

Date \_\_\_\_\_

**AFFIDAVIT – “X”**

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

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

\_\_\_\_\_

Signed by an authorized officer of the firm

\_\_\_\_\_

Title of the officer

\_\_\_\_\_

Name of the Firm with Seal

Date \_\_\_\_\_

**PUBLIC WORKS DEPARTMENT, GOVT. OF WEST BENGAL  
NIT No- WBPWD/EEBED/NIQ-09/2021-22 OF  
EXECUTIVE ENGINEER, BARDHAMAN ELECTRICAL DIVISION, PWD**

**AFFIDAVIT – “Y”**

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

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 by the P.W. Department during the last 5 (five) years prior to the date of this NIT/NIQ.
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 work.

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

\_\_\_\_\_  
Title of the officer

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

Date \_\_\_\_\_

**SECTION - B**  
**FORM- III**

**STRUCTURE AND ORGANISATION**

- A.1** Name of applicant :
- A.2** Office Address :
- Telephone No. and Cell Phone No. :
- Fax No. :
- E mail :
- A.3** Details of Bank Accounts
- i) Name of Bank :
- ii) Name of Branch and Address with Phone No. :
- iii) Account No. :
- iv) MICR No. :
- v) IFSC Code :
- A.4** Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :

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

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

**PUBLIC WORKS DEPARTMENT, GOVT. OF WEST BENGAL**  
**NIT No- WBPWD/EEBED/NIQ-09/2021-22 OF**  
**EXECUTIVE ENGINEER, BARDHAMAN ELECTRICAL DIVISION, PWD**

**FORM – IV**

**C. DEPLOYMENT OF MACHINERIES (in favour of owner / lessee):-**

(Original document of own possession arranged through lease deed to be annexed)

(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of Machineries.)

Name of Machine / Instrument	Make	Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Date of release If Engaged
						Idle	Engaged	
1	2	3	4	5	6	7	8	9

For each item of equipment the application should attach copies of

- (i) Document showing proof of full payment, (ii) Receipt of Delivery,
- (iii) Road Challan from Factory to delivery spot, is to be furnished.

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

PUBLIC WORKS DEPARTMENT, GOVT. OF WEST BENGAL  
NIT No- WBPWD/EEBED/NIQ-09/2021-22 OF  
EXECUTIVE ENGINEER, BARDHAMAN ELECTRICAL DIVISION, PWD

**SECTION - B**  
**FORM – IV (contd...)**

**G. CONTRACTOR'S EQUIPMENT**

**MINIMUM PLANT AND EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR**

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment which the tenderer must own / arranged through lease deed.

Sl. No.	TYPE OF EQUIPMENT	CAPACITY	NUMBER REQUIRED
1.	Concrete Mixer Diesel or Electric operated with a minimum size of 200 liters Automatic water measuring system and integral weigher (Hydraulic / Pneumatic type) <i>N.B. Owned/ Leased/ Arranged .it is obligatory to execute the Concreting work by using the above the mentioned machine.</i>	15cum/per hour	1 No.

**Executive Engineer, PWD**  
**Bardhaman Electrical Division**

**SECTION – B**  
**FORM – V**  
**EXPERIENCE PROFILE**

**Name of the Firm:**

**D.1 LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.**

Name of Employer	Name, Location and 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: a) Certificate from the Employers to be attached

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

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



## **SECTION – C**

### **Special terms and conditions**

#### **C.1 General :**

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

(i) 'Departmental Schedule', which means the unified Schedule of Rates of the Public Works Department including up-to-date addenda and corrigenda.

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

The word "Engineer-in-Charge" means the Executive Engineer, P.W.D and Ex-Officio, Executive Engineer, WBMSCL of the concerned Division. The word "Department" appearing anywhere in the tender documents means Public Works Department, Government of West Bengal executing the work on behalf of WBMSCL, who have jurisdiction, administrative or executive, over part of whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work shall have to be taken up within 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.

#### **C.3 Terms and Conditions in extended period :**

As Clause 5 of Printed Tender Form as the case may be when an extension of time for completion of 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.

#### **C.4 Co-operation with other agencies and damages and safety of road users :**

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the 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.

#### **C.5 Transportation arrangement :**

The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have to arrange at his own initiative so that progress of work will not hamper and no claim whatever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

**C.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.

**C.7 Incidental and other charges :**

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

**C.8 Authorised Representative of Contractor :Clause 15**

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.

a) General day to day management of work.

b) To attend measurements when taken by the Departmental Officers and sign the records of such measurements in token of acceptance by the contractor.

The selection of the authorised representatives 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 he wants to appoint and the specific purposes as specified here-in-above, which the representative will be

authorised for. 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 correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor.

**C.9 Power of Attorney :**

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

**C.10 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 and plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of Printed Tender Form.

**C.11 Contractor's Godown :**

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately be removed from the site by the contractor as per direction of the Engineer-in-Charge.

**C.12 Arrangement of Land :**

The contractor will arrange land for installation of his Plants and Machineries, his godown, storeyard, 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.

**C.13 Use of Government Land :**

Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-charge 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 any shed, huts etc. which he might have been erected on 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.

**C.14 Site Order Book :**

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Site Order Book to Sub-Divisional Officer/Assistant Engineer Concerned, who is authorized to receive and keep in custody the Site Order Book on behalf of the Engineer-in-Charge. The Site Order Book shall be kept at the site of work under the custody of Sub-Divisional Officer/Assistant Engineer or his authorised representative. The Site Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Site Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorised representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorized representative may take away the triplicate page of the Site Order Book for his own record and guidance.

Cases of supplementary items or of claims may not be entertained unless supported by entries in the Site Order Book or any written order from the Tender Accepting Authority.

The first page of the Site Order Book shall contain the following particulars:

- a) Name of the Work
- b) Reference to contract number
- c) Contractual rate in percentage
- d) Date of opening of the Work Order Book
- e) Name and address of the Contractor
- f) Signature of the Contractor
- g) Name and address of the Authorized representative (if any of the contractor authorized by him)
- h) Specific purpose for which the contractor's representatives is authorized to act on behalf if the Contractor.

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- i) Signature of the authorized representative duly attested by the Contractor.
  - j) Signature of the Sub-Divisional Officer/Assistant Engineer concerned.
  - k) Date of actual completion of work.
  - l) Date of recording final measurement.
- Entries in (K) and (L) above shall be filled in on completion of the work and before the Site Order Book is recorded in the office of the Sub-Divisional Officer/Assistant Engineer.

**C.15 Clearing Of Materials :**

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. Total length (in case of road project) shall be demarcated by proper chain aging along with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of Engineer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

**C.16 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 different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour required for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.

**C.17 Supplementary / Additional items of Works :**

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

- (a) Rate of Supplementary items shall be analyzed in the 1<sup>st</sup> instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- (b) Rate of supplementary items shall be analyzed from the rates of the allied items of work appearing in the unified respective Schedule of Rates of Public Works Department of probable items of work forming part of tender document. Rates for the working area enforced at the time of Notice Inviting Tender shall prevail.
- (c) If the rates of the supplementary items cannot be computed even after applications 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 work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed

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

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

The provisions of this clause, in so far as inconsistent with those of clause 12 of Printed Tender Form, shall be deemed to super cede the inconsistent portion of the said clause 12

**C.18 Approval of Sample :**

Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-Charge and checking the quality of such materials shall have to be done by the concerned Department or as directed by Engineer-in-Charge prior to utilization in the work.

**C.19 Water and energy :**

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff and crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

**C.20 Drawings :**

All works shall be carried out in conformity with the drawings supplied by this 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.

**C.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 recovered from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.

**C.22 Unserviceable Materials :**

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dress 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.

**C.23 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.

**C.24 Idle labour and additional cost :**

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

**C.25 Charges and fees payable by contractor :**

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

b) The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark of name of other protected write in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

**C.26 Tools and Plants :**

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost; all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

**C.27 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.

**C.28 Compliance of different Acts :**

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and the rules and orders issued thereunder from time to time. If he fails to do so, the respective Engineer-in-Charge and / or Superintending Engineer of the concerned Division and / or Circle of Public Works Department may at his discretion, take necessary remedial measures within the framework of the contract.

The Contractor shall also make himself liable for any pecuniary liabilities arising out of / 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 and 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 within the framework of the contract.

**C.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:

- (a) have full regard for the safety of all persons and the works (so far as the same are not completed or occupied by the department),
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,
- (d) Ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

**C.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. In the event of failure on the part of contractor to comply with the provisions of this clause the contract shall be terminated upon a notice to that effect under the hand of Engineer in Charge.

**C.31 Programme of work :**

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

**C.32 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, the 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 from their responsibility for correctness and rectification thereof.

**C.33 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.

**C.34 Testing of qualities of materials and workmanship :**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per 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 in accordance with Clause 18 of Printed Tender Form and hence the same must be considered at the time of quoting rate .



**C.35 Timely completion of work :**

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

**C.36 Procurement of materials :**

All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorised and approved source.

**C.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 claim for any loss or damage of that account.

**C.38 Implied elements of work in items :**

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

**C.39 Damaged / Unused Materials :**

Any damaged / unused materials lying at contractor's custody, which is found at the time of use to have been damaged and / or remaining unused, shall be rejected and / or removed immediately from the site by the contractor or disposed of as directed by Engineer-in-Charge at the costs and expenses of the contractor and the contractor shall have no claim for compensation on account of any such materials so damaged / remaining unused as aforesaid.

**C.40 Issue of Departmental Materials :**

Departmental materials will not be issued under any circumstances.

**C.41 Fore Closure :**

In case of fore 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 but not for any losses.

**C.42 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 condition. **No conditional rate will be allowed in any case.**

**C.43 Delay due to modification of drawing and design :**

The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the drawing, addition and alterations of specifications and such events shall be governed by the provisions of Clause 12 of Printed Tender Form.

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**C.44 Payment of Bills :**

As mentioned in clause 5 of the NIT/NIQ

**C.45.** Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable and unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

**C.46.** Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.

**C.47.** Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chainage of the work-site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.

**C.48.** The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.

**C.49.** Deep excavation of trenches and left out for days shall be avoided.

**C.50. Deduction at Source from the contractors' bills**

**C.50.1** Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

**C.50.2.** Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

**C.50.3.** Sales Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

**C.51.** The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

**C.52.** In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

**C.53. Defects liability period and Refund of Security Deposit :**

The security deposit shall be refunded to the contractor in the manner provided herein under:-

- (i) **30%** of the security deposit shall be refunded to the contractor on expiry of **one year** after the issuance of certificate of completion of work;
  - (ii) Further **30%** of the security deposit shall be refunded to the contractor on expiry of **two years**;
  - (iii) The balance **40%** of the security deposit shall be refunded to the contractor on expiry of **three years**;
- However, the security deposit in the aforesaid manner may be released after the completion of the work on deposit of equal amount of Bank Guarantee in favour of WBMSCL in the prescribed format.

Provisions in Cl. No. 17 as contained in Printed Tender Form so far as they relate to is to be treated as superseded.

**C.54. Arbitration :**

As mentioned in Cl. 14 of NIT/NIQ

**C.55. Mode of Payment :**

Any Payment against the Work done by the Contractor under this contract shall be paid to him by the Officer of WBMSCL (who shall act as Drawing and Disbursing Officer for all purposes of this contract) in accordance with and in the manner provided in this contract.

**C.56.** The additional terms and conditions relating to special nature of Electrical Works such as Lift, Air-Conditioning, Fire Fighting etc. are enclosed in separate sheets enlisted ADDITIONAL TERMS AND CONDITIONS FOR SPECIAL ELECTRICAL WORKS.

**C.57 Additional Terms and Conditions :**

(To be prescribed by the tender inviting authority depending upon his requirements)

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*Sd/- S. Maiti*  
Executive Engineer, PWD  
Bardhaman Electrical Division