

**GOVERNMENT OF WEST BENGAL**  
**PUBLIC WORKS (ROADS) DIRECTORATE**

**OFFICE OF THE**  
**EXECUTIVE ENGINEER, MALDA HIGHWAY DIVISION**

ROADS COMPLEX, SINGATALA, MALDA. PIN - 732 101, WEST BENGAL

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**Memo No. 1960**

**Dated:23.10.2021**

**NOTICE INVITING ELECTRONIC TENDER No. 04e/2021-22/EE/MHD/PW(R)D OF**  
**EXECUTIVE ENGINEER, MALDA HIGHWAY DIVISION, P.W. (ROADS) DIRECTORATE**

The Executive Engineer, Malda Highway Division, Public Works (Roads) Directorate, invites **PERCENTAGE RATE e-Tender** for the work detailed in the table below. (Submission of Bid through **online**).

**List of schemes:-**

<b>Sl. No</b>	<b>Name of the work</b>	<b>Estimated Amount (Rs.)</b>	<b>Earnest money (Rs.)</b>	<b>Price of, WBF No. 2911(ii) &amp; others Papers</b>	<b>DLP</b>	<b>Period of Completion</b>	<b>Eligibility of Contractor</b>
01	Link road from Tulshihata to Kushida to Bishnupur High School road, Surfacing work from 0.00 kmp to 0.80 kmp under Malda Highway Division in the district of Malda.	<b>14,56,060.00</b>	<b>29,121.00</b>	Rs. 1000/- +Rs.5/- (To be deposited by the successful Bidder only for each set)	1(one) Year	03 Months	Bonafide Eligible contract or through prequalification
02	Link road to Vingol Health Centre from Chanchal Harischandrapur road, from 0.00 Km to 2.19 Km, Surfacing work under Malda Highway Division in the district of Malda.	<b>40,69,381.00</b>	<b>81,388.00</b>	Rs. 2500/- +Rs.5/- (To be deposited by the successful Bidder only for each set)	1(one) Year	04 Months	Bonafide Eligible contract or through prequalification
03	Kharia Bridge at 2.10 km of Seikhpur Kumarganj Road, Rehabilitation & repair work under Malda Highway Division in the district of Malda.	<b>78,24,073.00</b>	<b>1,56,481.00</b>	Rs. 2500/- +Rs.5/- (To be deposited by the successful Bidder only for each set)	1(one) Year	05 Months	Bonafide Eligible contract or through prequalification

**N.B.**

**All materials & machineries are to be supplied by the Agency subject to approval from appropriate authority.**

**TERMS & CONDITIONS**

1. Intending bidders have to download the tender document from the website directly by the help of Digital Signature Certificate.

2. Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the Website <https://wbtenders.gov.in> Tender document may be down load from website & submission of Technical Bid/Financial Bid as per Tender time schedule sated in **(Date & Time Schedule)**.
3. As per finance order no 3975-F(Y) dated 28<sup>th</sup> July 2016 Earnest Money Deposited (EMD) have to be submitted by bidder only through online mode no other mode of payment has been entertained. In case of online payment bidder have to choose either of the following payment options:

- i) **ICICI Bank Payment gateway:** In that case payment has been made through Net banking (any of the banks listed in the ICICI Bank Payment gateway).
- ii) **RTGS/NEFT:** In that case payment has been made at Bank Branch by a pre filled printed challan where bidder has a bank account.

**N.B: For detailed information about the online EMD payment procedure please follow the point no 6 under Instruction to the Bidder or contact to the NIC helpdesk personnel mentioned at finance order no 3975-F(Y) dated 28th July 2016.**

**4. Eligibility criteria for participation in tender:**

**i) Requirement of Credentials:**

***(a) For first call of NIT:***

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,
- ii) Intending tenderers should produce credentials of 2(two) similar nature of completed works, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

***(b) For 2nd Call of NIT:***

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- ii) Intending tenderers should produce credentials of 2(two) similar nature of completed works, each of the minimum value of 25% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,

iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e., the tenderer.

***(c) For 3rd call of NIT:***

i) Intending tenderers should produce credentials of similar nature of completed work of the minimum value of 20% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,

ii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e., the tenderer.

***(d) Other terms and conditions of the credentials:-***

i) Payment certificate will not be treated as credential;

ii) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/State statute, on the executed value of completed /running work will be taken as credential.

5. Representation in Tender in connection in tender submitted by Co-operative Societies, the Chairman and Secretary or three directors including either the Chairman or the Secretary shall execute and all sign deeds, documents, tender paper as per act of the bye-laws of the Co-operative Society, failing which the tender will be liable for rejection. The copy of last Audit Report (in full) including the copy of minutes of last AGM has also to be submitted along with application for verification of the authority [Non-Statutory Documents].
6. Contractors 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 or any other laws relating thereto and the rules and order issued there under from time to time [Non-Statutory Documents].
7. The Registered Engineers' Co-operative and Labour Co-operative Societies shall bring up to date administrative clearance for trading from the concerned A.R.C.S. and submit copies with copies of

- constituent members with designations along with submitting application for tender papers [Non-Statutory Documents].
8. The intending tenderer must declare, if there is any firm or firms having common or identical interest with them. In case of partnership firm the intending tenderer shall have to produce authentic document in respect of firm registration obtained from the registrar of Firms, West Bengal pursuant to the Indian Partnership Act, 1932 (Act-IX of 1932) along with the application [Non-Statutory Documents].
9. **Amendment of Rule 47(9) (b) of WBFR, Vol.-I consequent upon introduction of GST Act, 2017 vide Memo No-4734-F(Y), Dated-13.07.2017.**  
Rule 47(9) (b) of WBFR, Vol.-I is substituted with the following provisions:  
: Rule 47 (9) (b):  
i. Bidders shall submit copy of  
\_ Valid PAN issued by the IT Deptt., Govt. of India  
\_ Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act.  
2017  
ii. The following clause shall be included in all the contracts to be executed for (a) procurement of goods and services and (b) works-related contract involving supply of goods and services by contractor.  
“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.”  
This order will be applicable to all the tenders invited for (a) procurement of goods and services and (b) works-related contract involving supply of goods and services by contractor, including procurement under Rule 47C.  
This order shall be deemed to have taken effect from 01.07.2017.
10. The intending tenderer will have to upload credential documents of similar nature of work of last 5 (five) years from the date of publication of NIT. However they have to show all original papers on demand of this office, for verification [Non-Statutory Documents].
11. In case of Proprietorship and Partnership Firms and Company the Tax Audited Report is to be furnished along with balance sheet and profit and loss account and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. [Non Statutory Documents]
12. Registered Unemployed Engineers’ Co-operative Societies/ Unemployed Labour Co.- Op. Societies are required to furnish valid Bye Law, Current Audit Report, Valid up to date Clearance Certificate from A.R.C.S. for the year **2020** minutes of last A.G.M. along with other relevant supporting papers. [Non-Statutory Documents].
13. Joint Ventures will not be allowed.
14. The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. [Non-Statutory Documents].
15. Requirement of Principal Machineries which must be possessed by own / taken on lease: [Non Statutory Documents]

16. In case of leased machineries, registered lease deed agreement of such plant and machineries in favour of leaser shall have to be submitted along with proof of ownership (Tax invoice, waybill, and delivery challan). Original document of own possession / taken on lease of the aforesaid machineries is to be furnished if required by the Tender Inviting Authority [Non Statutory Documents]. In case of leased Plant & Machineries, a copy of registered power of Attorney in favour of lessor to be uploaded for partnership firm, or in case of proprietorship firm a documents of signature of lessor of the proprietor to be uploaded (such as PAN card etc.).
17. The executing agency may not get a running payment unless the gross amount of running bill will be **30% of the tendered amount**. The Payment will be made as and when fund will be available from the concerned source. No claim whatsoever for delay in payment, if any, will be entertained.
18. Constructional Labour Welfare Cess & GST will be deducted from every Bill of the selected agency, **GST**, Royalty an all other Statutory Levy / Cess will have to be borne by the contractor and the rate in the schedule of rates inclusive of all the taxes and Cess stated above.
19. There will be **no provision of Price Escalation and Price Adjustment**.
20. No Mobilization Advance and Secured Advance will be allowed.
21. Bids 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.
22. All materials including bitumen (of All Grade), bitumen emulsion, cement, steel shall be of approved brand in accordance with relevant code of practice and manufacture accordingly. Authenticated evidence for purchase of bitumen, bitumen emulsion, cement and steel are to be submitted along with challan and test certificate. If required by the Engineer-in-Charge, further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost. Only 60/70(VG 30) grade bitumen of Indian Oil / Bharat Petroleum / Hindustan Petroleum (from nearest depot) will be permitted as Straight run Bitumen.
23. The priced schedule of rates of works of the N.I.T. prepared as per P.W. (Roads) Departmental schedule of rates effective with all its latest / current up to date amendments as on date will be operative for supplementary & excess works as per P.W. Rules.
24. The payment will be made as and when fund will be available from concerned source. No claim, what so ever, for delay in payment, if any will be entertained. Contractors are requested to quote their rate accordingly. Failing to perform tests during work might be a case of delay in payment.
25. The successful tenders will have to produce clearance of sales tax clearance certificate before formal agreement and additional copies of tender should be purchased within seven days from the date of intimation of acceptance, failing which the tender will be liable for rejection with forfeiture of earnest money and / or debarring the tenders (exemption from submission of earnest money for a period of one year.
26. No arbitration will be entertained as per clause 25 of WBF No.-2911(ii).. Para 19 Part-1 of PWD rules 187 vide order no.-1(7) Adt. 1 M/10/81 pt's dt. 06.01.95 of E-in-C., PWD.
27. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:-
  - i) Form No. 2911(ii)

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- ii) NIT
- iii) Special terms & Conditions.
- iv) Technical bid
- v) Financial bid

In case of inadvertent typographical mistake in the BOQ / Schedule of works/ Price Schedule/rates /elsewhere, the same may be treated to be so corrected as to conform with the relevant schedule of rates and / or technically sanctioned estimate.

28. Departmental Road Rollers and Machineries may not be available. In that case contractor has to make his own arrangement for such machineries but by taking prior permission of the Executive Engineer, Malda Highway Division.
29. The decision of Executive Engineer regarding the issue of tender papers is final and binding to all and the Executive Engineer reserves the right to reject / cancel or to accept all or part of the works notified in the N.I.T. without assigning any reasons thereof. If a / few application/s is/are rejected due to non-compliance and that serial of work is not awarded to anybody due to lack of participation then in 2nd call Bonafide outsiders might be eligible in vogue as per G.O.

**30. Date & Time Schedule:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>
1	<i>Date of uploading of NIT Tender Documents. (online)</i>	25.10.2021
2	<i>Tender Document sale / download start date and time (online).</i>	25.10.2021 from 10.00 AM onwards.
3	<i>Start Date of Bid Submission (Technical and Financial) (online).</i>	25.10.2021 from 10.00 AM
4	<i>Closing date and time of sale / download of Tender Document (online).</i>	15.11.2021 up to 2:00 PM
5	<i>Closing date of Bid submission (Technical and Financial) (online).</i>	15.11.2021 up to 2:00 PM
6	<i>Date and time of opening of Technical Proposals (online).</i>	17.11.2021 at 2.00 PM at Malda Highway Division, Singatala, Malda
7	<i>Date and time of uploading of list of Technical qualified bidders.(online)</i>	Intimated later on.
8	<i>Date and time of opening of Financial Proposal (online).</i>	Intimated later on.

**NOTE :** Any complain / grievance will have to submit in writing only before the date & time of opening of Financial Bid. No complain / grievance will be entertained after opening of this / these tenders.

31. The intending Bidders shall 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, Malda Highway Division, P.W. (Roads) Directorate reserves the right to reject any application for purchasing Bid documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.

**32. The "Defect Liability Period" for the work in the scheme serial no. 1, 2 & 3 will be as follows :**

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Scheme Serial. No.	Type of Work	Defect liability period
1	Surfacing works	<b>1 year</b>
2	Surfacing works	<b>1 year</b>
3	Rehabilitation & Repair works	<b>1 year</b>

Refund of security deposit will be made as per provisions laid in Clause 17 of 2911 (ii). If any discrepancy / execution of BOQ items / addition items / supplementary item arises, then the defect liability period would be followed as per clause 17 of 2911(ii) Vide Memo. No. 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017 of Principal Secretary, PWD, Govt. of West Bengal, which is stated below:

**“Clause 17”**- If the contractor or his workmen or servants or authorized representatives shall break, deface, injure or destroy any part of building, in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of **three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period**, from the actual date of completion of work as per completion certificate issued by the Engineer – in charge, the contractor shall make the same good at his own expense, or in default, the Engineer – in –charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor by the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in –charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and / or such sums, it shall be law full for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-charge shall pass the **“Final bill”** and certify thereon, within a period of **thirty days** with effect from the date of submission of the final bill in **acceptable form** by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of **thirty days** . The certificate of the Engineer-in-charge whether in respect of the amount payable to the contractor against the **“Final Bill”** or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of **clause 1** hereof shall be refundable to the contractor in the manner provided here under:-

(a) For work with **three months Defect Liability Period** :

(i) **Full** security deposit shall be refunded to the contractor on expiry of **three months** from the actual date of completion of the work.

(b) For work with **one year Defect Liability Period** :

(i) **Full** security deposit shall be refunded to the contractor on expiry of **one year** from the actual date of completion of the work.

(c) For work with **three years Defect Liability Period** :

(i) **30%** of the security deposit shall be refunded to the contractor on expiry of **two years** from the actual date of completion of the work.

(ii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of **three years** from the actual date of completion of the work.

(d) For work with **five years Defect Liability Period** :

(i) **No** security deposit shall be refunded to the contractor for 1<sup>st</sup> 3 years from the actual date of completion of the work.

(ii) **30%** of the security deposit shall be refunded to the contractor on expiry of **four years** from the actual date of completion of the work.

(iii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of **five years** from the actual date of completion of the work.

**Explanation:**

The word '**work**' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and / or any other work contemplated within the scope and ambit of the contract . For

(i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be **three months** from the actual date of completion of the work.

(ii) Through Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be **one year** from the actual date of completion of the work.

(iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more , Widening and Strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more,



Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be **three years** from the actual date of completion of the work.

(iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge/ culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be **five years** from the actual date of completion of the work.

The following paragraph shall be added to the **Interpretation clause of CONDITION OF CONTRACT:-**

“The word ‘Government’ means the Government of State of West Bengal in Public Works Department”

**Additional provisions in substituted clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27.10.2014 and subsequently modified vide notification no: 5951-PW/L&A/2M-175/2017 dated: 02.11.2017**

In cases of Refunding and Releasing of 100% Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer -In-Charge of the concern work, PWD, Government of West Bengal on behalf of the contractor.
2. The Bank Guarantee will remain valid for the Defect liability period/Security period as per contract of the work.
3. The Bank Guarantee will be submitted as per Format attached in Annexure –I. The Engineer-In-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract-
  - (a) For work with three months Defect Liability Period :**
    - (i)** Full amount shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.
  - (b) For work with one year Defect Liability Period :**
    - (i)** Full amount shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
  - (c) For work with three years Defect Liability Period :**
    - (i)** 30% of the same shall be refunded to the contractor on expiry of two years from the actual date

of completion of the work.

(ii) The balance 70% of the same shall be refunded to the contractor on expiry of three years from the actual date of completion of the work.

**(d) For work with five years Defect Liability Period :**

(i) No amount shall be refunded to the contractor for first 3 years from the actual date of completion of the work.

(ii) 30% of the same shall be refunded to the contractor on expiry of four years from the actual date of completion of the work.

(iii) The balance 70% of the same shall be refunded to the contractor on expiry of five years from the actual date of completion of the work.

WHEREAFTER, In cases for those contractors, who will not intend to opt for the provisions laid down hereinabove for refund of security deposit, this Department's earlier Notification no. 5784-PW/L&A/2M-175/2017 dt.12/09/2017 details of which are as stated earlier, shall be in force in the manner provided in the earlier aforesaid Notification

33.No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.

34.In case of Quoting rates no multiple lowest rate will be entertained by the Department.

35.The Executive Engineer, Malda Highway Division, P.W.(Roads) Directorate reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

36.During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/ manufactured/ fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.

37.Before issuance of the work order, the tender inviting authority may verify the credential & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufacture or false in that case, work order will not be issued in favour of the tenderer under any circumstances and the earnest money will be forfeiture duly without any prejudice.

38.If any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder / tenderer will be out rightly rejected at any stage without any prejudice.

39.Bidders should upload their documents from the original copies. Uploaded copies which are not clearly visible will not be accepted.

40.**Additional Performance Security in Road Projects: (As per Memorandum no: 1T- 06/2017/444-R/PL Dated: 18.04.2017)** The Additional Performance Security shall be obtained from the successful bidder, if the accepted bid value is more than 20% less than the estimated amount put to tender, from the successful bidder having own prime machineries for construction of road works as detailed in (**Annexure – I**). If the successful bidder not having ownership of any of the prime machineries as stated above, the Additional Performance Security shall be obtained from the successful bidder if the accepted bid value is more than 10% less than the estimated amount put to tender.

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The Additional Performance Security shall be equal to 10% of the tendered amount.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank as per enclosed format (**Annexure-II**) before issuance of Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his earnest money will be forfeited.

The said Bank Guarantee shall be valid up to the end of successful completion of the work and shall be renewed accordingly, if required. The said Bank Guarantee shall be returned immediately after successful completion of the work.

If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the Contract period after serving proper notice to the Contractor.

Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract will in no way affected / altered by this Additional Performance Security.

The list of prime machineries vide Memorandum no. **1T- 06/2017/444-R/PL Dated: 18.04.2017** is superseded by list vide Annexure-I as per Memorandum no. **797-W(C)/1M-24/15 Dated: 06.12.2017**

**Annexure – I**

<b>Sl. No.</b>	<b>Item of Work</b>	<b>Requirement of prime machineries</b>
1	Bituminous Concrete using Batch Type HMP 100-120 TPH	Batch type HMP 100-120 TPH, Hydrostatic paver finisher with sensor control, 12-15 tone weight pneumatic tyre roller, 6-8 ton smooth wheeled tandem roller.
2	Dense Bituminous Macadam using Batch Type HMP 100-120 TPH	Batch type HMP 100-120 TPH, Hydrostatic paver finisher with sensor control, 12-15 tone weight pneumatic tyre roller, 6-8 ton smooth wheeled tandem roller.
3	Semi-dense Bituminous Concrete using Batch Type HMP 100-120 TPH	Batch type HMP 100-120 TPH, Hydrostatic paver finisher with sensor control, 6-8 ton smooth wheeled tandem roller.
4	Bituminous Macadam using Batch Type HMP 100-120 TPH	Batch type HMP 100-120 TPH, Paver finisher, 6-8 ton smooth wheeled tandem roller.
5	Bituminous Macadam using Drum Mix Type HMP 60-90 TPH	Drum Mix type HMP 60-90 TPH, Paver finisher, 6-8 ton smooth wheeled tandem roller.
6	Bituminous Macadam using Drum Mix Type HMP 40-60 TPH	Drum Mix type HMP 40-60 TPH, Paver finisher, 6-8 ton smooth wheeled tandem roller.
7	Bituminous Macadam using Mobile HMP (Light duty)	Mobile HMP (Light duty), 6-8 ton smooth wheeled tandem roller.
8	Open-graded Premix Surfacing / Mix Seal Surfacing using Batch Type HMP 100-120 TPH	Batch Type HMP 100-120 TPH, Paver Finisher.
9	Open-graded Premix Surfacing / Mix Seal Surfacing using Drum Mix Type	Drum Mix Type HMP 60-90 TPH, Paver Finisher.

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	HMP 60-90 TPH	
10	Open-graded Premix Surfacing / Mix Seal Surfacing using Drum Mix Type HMP 40-60 TPH	Drum Mix Type HMP 40-60 TPH, Paver Finisher.
11	Open-graded Premix Surfacing / Mix Seal Surfacing using Mobile Hot Mix Plant (Light duty),	Mobile HMP (Light duty).
12	Wet Mix Macadam	Wet Mix Plant, Paver Finisher, Vibratory Roller of minimum static weight of 8-10 ton (for compacted single layer up to 200 mm)
13	Cement Concrete Pavement laying with fixed form / slip form paver	Concrete Batch Mix Plant with Computer Control, Fixed Form / Slip Form Paver.
14	Cement Concrete Pavement mixed in a Batch Mix Plant and laying manually.	Concrete Batch Mix Plant with Computer Control.
15	Major bridge Works contain M35 grade concrete or above M 35 grade concrete.	Concrete Batch Mix Plant with Computer Control.
16	Milling of bituminous layers by Milling Machine	Milling Machine

**Annexure – II**

**FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE**

**SECURITY DEPOSIT**

To

-----[ Designation of Engineer – In – Charge ]  
-----[ Office address of Engineer – In – Charge ]  
-----

WHEREAS [name and address of Contractor] (hereafter called. “the Contractor”) has undertaken, in pursuance of Letter of acceptance No.:

dated to execute [name of Contract and brief description of Works] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for ‘ADDITIONAL PERFORMANCE SECURITY DEPOSIT’ for compliance with his obligation in accordance with the Contract;

AND WHEREAS we (Indicate the name of the bank & branch) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we ; (Indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs. [amount of guarantee] (in words). We undertake to pay you, upon your first written demand and without cavil or argument , a sum within the limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein .

We (Indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (Indicate the name of the bank & branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (Indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (Indicate the name of the bank & branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto ----- . It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs. (Rs. ) and unless a claim in writing is lodged with us within the validity period, i.e. upto----- of this guarantee all our liabilities under this guarantee shall cease to exist  
Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

**NOTES:**

(i) The bank guarantee should contain the name , designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## **INSTRUCTION TO BIDDERS**

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

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

### **2. Registration of Contractor**

Any contractor willing to take part in the 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 a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guidelines to Tenderer DSC is given as a USB e-Token.

### **4. Downloading of Tender Documents**

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

### **5. 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.

### **6. Submission of Tenders.**

General process of submission, Tenders are to be submitted through online 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). At last bidder has to pay the Earnest Money Deposit (EMD) online.

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

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

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

- i) Prequalification Application
- ii) **Tender form No. 2911(ii) & NIT (Download and upload the same Digitally Signed, quoting rates, will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in 2911(ii) the tender liable to summarily rejected).**
- iii) Special Terms, condition & specification of works.
- iv) Certificate of revolving line of credit by the Bank (if required).
- v) Earnest money (EMD) as prescribed in the NIT against each of the serial of work in favour of the **Executive Engineer, Malda Highway Division.**

##### **A-2. Not statutory Cover Containing**

- i) Professional Tax (PT), deposit receipt challan for the financial year **2021-22**, Pan Card, IT, Saral for the last three consecutive Assessment year, GST Registration Certificate.
- ii) Registration Certificate under Company Act. (if any).
- iii) Registered Deed of partnership Firm/ Article of Association & Memorandum.
- iv) Power of Attorney (For Partnership Firm/ Private Limited Company, if any)

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- v) Tax Audited Report in along with Balance Sheet & Profit & Loss A/c for the last three years, (year just preceding the current Financial Year will be considered as year – 1).
- v) Credential documents within last 5 (five) years from date of issue of NIT.
- vi) Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op (S) (ARCS) by laws are to be submitted by the Registered labour Co-Op (S) Engineers' Co.- Opt.(S)
- vii) List of machineries possessed by own / taken on lease along with authenticated copy of invoice, challan & waybill Ref.:- Cl. No. 5 (viii) & 25 of this NIT.
- viii) List of Technical staffs along with structure & organization.

**Note: Failure of submission of any of the above mentioned documents will render the tender liable to summarily rejected for both statutory & non statutory cover.**

**THE ABOVE STATED NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGE 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.

<i>Sl. No.</i>	<i>Category</i>	<i>Sub-Category Description</i>	<i>Details</i>
A.	CERTIFICATES	CERTIFICATES	1. GST Registration Certificate & Acknowledgement. 2. PAN, I. Tax Return (up to date) 3. P. Tax (Challan and Number, Current FY.
B.	COMPANY DETAILS	COMPANY DETAILS 1	1. Proprietorship Firm (Trade License). 2. Partnership Firm (Partnership Deed, Trade License). 3. Ltd. Company (Incorporation certificate, Trade License). 4. Co-operative Society (Society Registration copy, Renewal copy, NOC from ARCS, Up to date meeting resolution copy). 5. Power of Attorney.
C.	CREDENTIAL	CREDENTIAL -1	1. Completion certificate dully signed by not below the rank of Executive Engineer is must.
D.	EQUIPMENT	MACHINERIES – 1	1. Authenticated copy of invoice Challan and waybill (Machinery). 2. Authenticated copy of invoice, challan (Laboratory equipments).
E.	PAYMENT CERTIFICATE	PAYMENT CERTIFICATE 1	Only Payment Certificate not the TDS certificate. (Issued by an officer not below the rank of Executive Engineer). / Form 26 AS
F.	P/L AND BALANCE SHEET	P/L AND BALANCE SHEET Current Financial year 2016-17.	Profit and Loss and Balance Sheet (with Annexure and 3CD Form in case of Tax Audit)
G.	MAN POWER	TECHNICAL PERSONNEL	List of Technical Staffs Along with Structures of Organization.

**B. Financial proposal**

- i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor is to quote the percentage rate (Presenting Above / Below / At per) online through computer in the space marked for quoting rate in the BOQ.

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

**C. Payment procedure:**

**Payment by ICICI Payment Gateway**

- i) On selection the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he/she will select the Bank through which he wants to do the transaction.
- ii) Bidder will make the payment after entering his/her 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 then he/she will eligible to freeze the tender.
- v) If the transaction is failure, the bidder will again try for payment by going back to the first step.

**Payment through RTGS/NEFT:**

- i) On selection of the payment mode, the e-Procurement portal will show a pre-filled challan having he 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, then he/she will eligible to freeze the tender.
- v) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

**10. 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.

**11. 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.F.No.-2911(ii) will incorporate all agreements between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part of the Contract Document.

## **GUIDELINES TO THE TENDERER**

***Instruction / guidelines for the tenderer for Electronic Submission of the tenders online :-***

### **1. Registration of the Contractor**

- Any contractor willing to participate in the processes of e-Tendering is required to log on to <https://wbtenders.gov.in> with user ID (a valid e-mail ID with password) for enrolment and registration. The contractor is to click on the link for e-Tendering site as given on the web portal.
- The registration page would appear where the contractor is to fill up the details asked for regarding basic organization information in that page.
- Upon submission of such details online, registration would be done.

### **2. Obtaining Digital Signature Certificate (DSC).**

- A Digital Signature is not a digitized form of signature. It is rather an identity proof for the tenderer, who is tendering electronically online, this may be used in the name of Authorized Representative of the Organization (Firm). It is stored in and given as a USB e-token.
- Class- II and Class III Digital Signature Certificate can be procured from the approved Certifying Authorities recognized by the Controller of Certifying Authorities, Government of India on payment of requisite amount.
- The contractor is again required to log on with the user ID and password to register the Digital Signature Certificate (DSC) without which he cannot participate in e-Tendering. Once registered, this DSC can be used for participating in any e-Tendering of the Public Works (Roads) Directorate in future.

### **3. Uploading documents**

- The tenderer is to log in with Digital Signature Certificate (DSC), e-token password to upload scanned copies of various documents, as sought for in the NIT. This can be saved, edited and even deleted, if necessary, by the tenderers.

### **4. Downloading Tender Documents**

- By tender search, (by value, by location, and by classification) or from latest tender, the tenderer may download and view details of tenders after clicking on serial number.
- Such downloaded documents can be saved in computer as well.
- After downloading documents and before submission of tender online, it is to be ensured that the documents have properly been filled up and necessary scanned documents have been uploaded, virus scanned and digitally signed.

### **5. Tender Submission**

- The Tenderer is to read the NIT carefully.
- All corrigenda, addenda to the original NIT is to be considered as part of NIT.
- Each tenderer can submit tender for maximum 1 serial (package) in any particular NIT, but such tenders will be considered subject to fulfillment of credential criteria and financial capability to be assessed by the Tender Evaluation Committee (TEC).

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- The Tenderer is to use log in ID and password, followed by Digital Signature Certificate and to give e-token password to search the tender(s) he wants to participate from 'Search Active Tenders'.
- The selected tender may be added firstly in 'My favorite' and then 'My Tender' A message would appear that the tender has been set as favourite.
- The Tenderer is click 'View' to submit tender.
- Synopsis of credential in prescribed format and other documents as may be required are to be entered, verified, encrypted (transformation into non readable format) and uploaded.
- Financial Folder containing the Bill of Quantities (BOQ) for offering the rate for execution of works is to be submitted next online, by uploading scanned copies duly encrypted.
- Technical and Financial Bids, both are to be submitted concurrently online, positively before the prescribed date and time of tender submission.
- At last payment have to made online to freeze the tender.

5. ***In case of any clarification / assistance required for the process of e-Tendering please contact during office hours to Executive Engineer, Malda Highway Division, Public Works (Roads) Directorate, Singatala, Malda.***

Executive Engineer  
Malda Highway Division  
Public Works (Roads) Directorate

**Memo No.1960/1(15)**

**Date:23.10.2021**

Copy forwarded for information and wide publicity through notice board to.....

1. The Superintending Engineer, Northern Highway Circle.
2. The Sabhadhipati, Malda Zilla Parishad.
3. The District Magistrate, Malda.
4. The Executive Engineer, Uttar Dinajpur Highway Division.
5. The Executive Engineer, Dakshin Dinajpur Highway Division.
6. The Executive Engineer, National Highway Division No. VII.
7. The Executive Engineer, Malda Division, PWD.
8. The District Information and Cultural Officer, Malda.
9. The Assistant Engineer, Malda Highway Sub-Division.
10. The Assistant Engineer, Gazole Highway Sub-Division.
11. The Assistant Engineer, Chanchal Highway Sub-Division.
- 12-15. The Estimating Section / Divisional Accountant / General Section / Cashier of this Office.

Executive Engineer  
Malda Highway Division  
Public Works (Roads) Directorate

**PRE- QUALIFICATION APPLICATION**

**To**  
**The Executive Engineer,**  
**Malda Highway Division,**  
**Public Works (Roads) Directorate.**

Ref:- Tender for.....

(Name of work).....

.....

[N.I.T. No.....(Sl. no.\_\_\_\_) ] .....

Dear Sir,

Having examined the statutory, Non statutory & NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of..... In the capacity.....  
duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to me 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 given in Enclosure to this letter.

**We understand that :**

(a) Tender Inviting and Accepting Authority / Engineer-in-charge can amend the scope & value of the contract bid under this project.

(b) Tender Inviting & Accepting Authority / Engineer –in – charge reserves the right to reject any application without assigning any reason:

***Encl:- e-filing of ....***

**1. Statutory Documents**

**2. Non Statutory Documents.**

Date :-

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

Machineries and equipments should be owned or arranged through Lease hold agreement by the bidder. For leased machineries, scanned copy of registered / notarized lease agreement is to be submitted. Conclusive proof of ownership (Tax Invoice, way bill, delivery Challan) for each plant machineries and equipments in working condition shall have to be submitted. All machineries and equipments will be verified by the Engineer-in-Charge before execution of work.

**List of Prime machineries to be deployed by the contractor.**

Sl. No.	Description of Machineries / Equipments	Minimum No of Machinery required to execute work	Capacity	Requirement for this NIT
01	Mobile Hot Mix Plant (Light Duty)	01 No.	Adequate capacity	Sl. No. 01 & 02

**List of other machineries to be deployed by the contractor.**

Sl. No.	Description of Machineries / Equipments	Minimum No of Machinery required to execute work	Capacity	Requirement for this NIT
01	Smooth wheeled powered Roller	01 No.	8-10 ton static weight.	Sl. No. 01 & 02
02	Tar boiler	01 No.	As per Manufacturing Specification.	Sl. No. 01 & 02
03	Full Charged concrete Mixer Machine	01 No.	Minimum 7-10 cft per charge.	Sl No. 02 & 03
04	Vibratory machine with nozzle	01 No.	Adequate capacity	Sl No. 02 & 03
05	Grouting Machine	01 No.	Adequate capacity	Sl No. 03
06	Guniting Machine	01 No.	Adequate capacity	Sl No. 03
07	Welding Machine	01 No.	Adequate capacity	Sl No. 03
08	Generator	01 No.	Adequate capacity	Sl No. 03
09	Sand Blasting Machine	01 No.	Adequate capacity	Sl No. 03

## **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) 'Departmental Schedule', which means the 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 (up to 14.10.2020), if any, issued by the Superintending Engineer, Bridge Planning Circle, or in
- (ii) Latest edition of the book of name '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.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid two specification books, relevant Public Works Department Schedule of Rates for Building Works and Materials & Labour in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concern State Highway Circle at the time of submission of tender for the working area will be considered.

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

The word "Engineer-in-Charge" means the Executive Engineer, P.W. (Roads) Directorate of the concerned Division. The word "Department" appearing anywhere in the tender documents means P.W.(Roads) Department, Government of West Bengal, 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.

### **3. Terms & Conditions in extended period :**

As Clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is granted by the 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 up to the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

### **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.

### **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 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.

**6. Contractor's Site Office :**

The contractor shall have an office adjacent to the work as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's authorised agent or representative. For such intimation to the contractor's site office, it shall be deemed to be sufficient enough to be served upon the contractor.

**7. Incidental and other charges :**

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

**8. Authorised Representative of Contractor :**

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorised representative in respect of one or more of the following purpose only.

- a) General day to day management of work.
- b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
- c) 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 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.

**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.

**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 & plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of W.B.F. No.2911 (ii).

**11. Contractor's Godown :**

The contractor must provide suitable go-downs 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 go-downs or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately to remove from the site by the contractor as per directed of the Engineer-in-Charge.

**12. Arrangement of Land :**

The contractor will arrange land for installation of his Plants and Machineries, his go-down, 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.

**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 and 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.

**14. Work Order Book :**

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order Book to Sub-Divisional Officer/Assistant Engineer Concerned, who is authorised to receive and keep in custody the Work Order Book on behalf of the Engineer-in-Charge. The Work Order Book shall be kept at the site of work under the custody of Sub-Divisional Officer/Assistant Engineer or his authorised representative. The Work 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 Work 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 authorised representative may take away the triplicate

page of the Work Order Book for his own record and guidance.

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

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

- a) Name of the Work
- b) Reference to contract number
- c) Contractual rate in percentage
- d) Date of opening of the Work Order Book
- e) Name and address of the Contractor
- f) Signature of the Contractor
- g) Name & address of the Authorized representative (if any of the contractor authorized by him)
- h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor.
- 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) & (l) above shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the Sub-Divisional Officer/Assistant Engineer.

#### **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 chainaging 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.

#### **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 require 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.

#### **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 to the maximum extent possible from rates of the allied items of work appearing in the P.W. (Roads) Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of N.I.T.
- (c) In Case, addition items do not appear in the above Public Works (Roads) Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of N.I.T.
- (d) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed

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

#### **18. 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 formal Item has been measure up and has been inspected by the Engineer-in-Charge or the Sub-Divisional Officer/Assistant Engineer, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.

#### **19. 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.

#### **20. 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 & 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.

**21. Road opened to traffic :**

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programmed of work must be as adjusted as would not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such injury or accident, if so happens, as per opinion of the Engineer-in-Charge, due to contractor's fault in compliance with any of such obligations.

Suitable road sign as and where necessary should be provided by the contractor at his own cost as per direction of the Engineer-in-charge and shall also be maintained till the completion of the work. Road barriers with red light at night are to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor without any extra claim towards department.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. Idle labour & additional cost :**

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

**27. 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 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.

**28. Issue of Departmental 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.

**29. Realisation of Departmental claims :**

Any some of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

**30. 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 or Superintending Engineer of the concern Circle of P.W. (Roads) Directorate may at his discretions, take necessary measure over the contract.

The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall be bound to furnish the 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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 from their responsibility for correctness and rectification thereof.

**35. 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.

**36. Testing of qualities of materials & workmanship :**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside

Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

**37. 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.

**38. 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.

**39. 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.

**40. Implied elements of work in items :**

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

**41. 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.

**42. Issue of Departmental Materials :**

Departmental materials will not be issued under any circumstances.

**43. 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 but not for any losses.

**44. 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.**

**45. 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 & alterations of specifications.

**46. Additional Conditions :**

A few additional conditions under special terms and conditions :

- i. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.
- ii. Rate quoted shall be inclusive of GST, Income Tax Octroi and all other duties, if any.
- iii. 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 Meter at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.
- iv. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.
- v. Deep excavation of trenches and left out for days shall be avoided.
- vi. Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.
- vii. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
- viii. Income Tax Will be deducted from each bill of the contractor as per applicable rate and rules in force.

**47. Payment of Bills :**

As mentioned in this NIT.

**48. Refund of Security Deposit :**

As mentioned in this NIT

**49. Arbitration :**

There is no provision of Arbitration clause. However Clause 25 of W.B.F 2911(ii) is replaced through provision of Dispute Redressal Committee as contained in Finance Deptt notification no. 8182-F(Y) dt. 26.09.2012 of The Secretary, to the Govt. Of West Bengal and the relevant Clause i.e. Cl. 25 of 2911 (ii) is modified accordingly.

**Executive Engineer**  
**Malda Highway Division**  
**Public Works (Roads) Directorate**