

NIT

[NOTICE INVITING E-TENDER]

No : 48 of 2025-26 of SE/WBSWC, Dated :22.09.2025

E-TENDER FOR
Construction of 10,000 Sq.ft. Non Food Godown and Office Block
within Alipurduar Warehouse premises
FOR
WEST BENGAL STATE WAREHOUSING CORPORATION



GOVERNMENT OF WEST BENGAL
SENIOR SUPERINTENDING ENGINEER,
WEST BENGAL STATE WAREHOUSING CORPORATION
KHADYASHREE BHAWAN, 11A MIRZA GHALIB STREET, KOLKATA - 700087.
e-Mail:se.wbswc@gmail.com

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NOTICE INVITING E-TENDER

E-Tender is invited by the Senior Superintending Engineer, West Bengal State Warehousing Corporation, for the work Detailed in the table below.

The detailed e-Tender document can be downloaded (after Newspaper Publication) from <https://wbtenders.gov.in>

Bidders has to submit his bid correctly duly digitally signed in this portal.

Sl. No.	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Period of Completion	Cost of Tender Document	Name of the Concerned Office	Eligibility of Contractor
1	Construction of 10,000 Sq.ft. Non Food Godown and Office Block within Alipurduar Warehouse premises.	3,31,99,808.00	2.00% of Estimated amount i.e. Rs 6,63,996.00	365 days from the date of issuance of work order.	15,000/- (Ref. Cl 41 of general clauses of this NIT)	West Bengal State Warehousing Corporation	Open Bonafide resourceful contractors (through Pre-qualification)

Bidders are requested to read the instructions carefully before submission of e-Tender.

Senior Superintending Engineer
West Bengal State Warehousing Corporation

General Clauses of NIT:

Note: (i) This NIT is of Two Bid Tender system, i) Technical, ii) Financial, both to be submitted concurrently in the portal. The Bidders who will be technically prequalified in respect of Technical and Financial eligibility/capability criteria specified in the below mentioned subsequent clauses can only be permitted to participate in the Financial Bidding. This e-NIT shall be read with WB Form No. 2911 (Standard Bid document) vide Memorandum No. 5696-F(Y) dated 01.10.2019 of Finance Department, Govt. of West Bengal which constitutes as part and parcel of this tender.

(ii) As regards this NIT "Senior Superintending Engineer" and "Superintending Engineer" are synonymous. Hereinafter may be addressed as TIA (Tender Inviting Authority).

1. Intending bidder shall download the tender documents consisting of this N.I.T., Instruction to Bidders (Section-A) , different Forms & Affidavit (Section-B), Special Terms & Conditions (Section-C), Specification of Work (Section-D), Schedule of Works (BOQ), standard contract form and Addenda, Corrigenda & Annexures (if any) from the website <https://wbtenders.gov.in> with the help of Digital Signature Certificate. Both Technical Bid and Financial Bid are to be submitted concurrently, duly digitally signed in the website <https://wbtenders.gov.in>
2. Only online submission of EMD (Earnest Money Deposit) through net banking (any of the banks listed in the ICICI bank payment Gateway) In case of payment through ICICI bank payment Gateway, ICICI bank NEFT/RTGS will also be valid as per Memorandum No.3975-F(Y) dated-28/07/2016 of Finance Department, Govt. of WB.
3. Bid/Financial Bid as per Tender time schedule stated in Sl. No. 22.
4. The documents submitted by the bidders should be properly indexed & self-attested with seal.
5. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL BID of the tenderer is found qualified by the 'Bid Evaluation Committee(BEC)' formed by WBSWC.
6. The decision of the 'Bid Evaluation Committee' will be final, absolute and binding in this respect. The list of Qualified Bidders will be displayed in the website.

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

➤ **Technical Criteria** :--

i. **Who can participate?**

- a) Limited Company, Private Limited Company, Proprietorship Firm, Partnership Firm, Limited Liability Partnership Firm, Registered Unemployed Engineers Co-operative Society, Registered Labour Co-operative Society.

ii. **Work Experience:**

- a) The intending tenderers shall have credentials of a similar nature of completed work of the minimum value of **40% (Forty percent)** of the estimated amount put to tender, during 5 (five) years prior to the date of issue of the tender notice.

OR

- b) The intending tenderers shall have credentials of 2 (two) similar nature of completed works, each of the value of **30% (Thirty percent)** of the estimated amount put to tender, during 5 (five) years prior to the date of issue of the tender notice.

OR

- c) The intending tenderers shall have credentials of one single running work of similar nature, which has been completed to the extent of minimum **80% (Eighty percent)** or more and value of which is not less than the desired value at (a) above.

N.B. :-

1. *The credential certificate(s) for completed work(s) should contain:- (a) Name of the work, (b) Name of the 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, (f) Gross bill amount of the completed work / executed value of running work and the detailed communicational/address of client must be indicated in the Credential Certificate. (g) BOQ of the completed work/running work in support of 'similar nature of work' is to be uploaded by the Bidder (as non-statutory documents).*
2. *Credential certificate issued by the EXECUTIVE ENGINEER & equivalent or higher competent authority of a State/ Central Government, State /Central Government undertaking, Statutory/ autonomous bodies / Corporations constituted under the Central/State statute of the work executing authority, on the executed value of completed / running work will be taken as credential.*
3. 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.
4. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through Notarized affidavit, has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.)

iii. Equipment:

The prospective bidders should own/arrange (through Lease agreement signed before the date of submission of this Bid), the required plant and machineries. Conclusive proof of ownership in favour of owner of plant and machineries, in working condition, shall have to be submitted. If the machineries have been engaged in other works then name of client along -with his contact no. & e-mail address should be furnished in the declaration by the intended tenderer and the present location (or working place) should also be given with tentative date of release of plant and machineries (Properly authenticated by the present client - not below the rank of Executive

Engineer , in case of Govt. Client or the Managing Director / Director / Proprietor of the Company , in case of Private Client). The dates to be matched with the bar chart.(Ref. Form-IV, Section-B) [Non-statutory documents]

❖ **Requirement of Prime Machineries which must be possessed by the Agency(ownership or through lease hold basis) [Non Statutory Document]**

- (i) Tilting drum Concrete Mixture Machine 230- 280 L capacity with hopper-1no.
- (ii) Internal Immersion Vibrator with nozzle - 2 Set.
- (iii) Static Roller (8-10ton) - 1No.
- (iv) Vibratory roller (8-10ton) - 1No.
- (v) Excavator cum Backhoe Loader (Bucket capacity 1cum) - 1no.
- (vi) Iron Cutter -4 Nos.
- (vii) Iron Drill Machine - 4 Nos.
- (viii) Welding Machine - 1 No.
- (ix) Tube well rig boring system and necessary tools & plants -1 No.
- (x) Motor grader - 1 No.
- (xi) Rotavator - 1 No.

Note: i) Original documents in support of possession of the aforesaid machineries is to be furnished if required by the Tender Inviting Authority.

ii) The acceptance of Batch Type Mixing Plant will be governed by the order no 402-W©/1M - 24/15 dated: 23/12/2022 i.e. no bidder will be allowed on the basis of advance payment receipt of the manufacturer.

iii) Maximum age of the all machineries will be 10 years from the date of publishing of tender. It may be extended up to 15yrs after getting fit certificate from the manufacturer and this certificate shall be produced at the time of submission of the bid.

(Ref.: the Memorandum no: 242-ENC/ 2023 dated 30/03/2023 of E-n-C, PWD).

iv. Manpower Requirement:

a) The prospective bidders shall have in their full time engagement (In regular pay roll) experienced technical personnel the minimum being **(1) One Civil Engineering Degree holder (2) Two Civil Engineering Diploma holder (3) One Electrical Engineering Diploma holder**(Authenticated documents in respect of qualification and engagement e.g.-- Dated Appointment letter, Dated consent letter of the employee, Aadhar Card/PAN and EPF & ESI statement/ Ptax Statement shall have to be furnished for Technical Evaluation.)[Non-statutory documents]

b) The prospective bidders shall have in their full time engagement (In regular pay roll) experienced Electrical Supervisors, holding Supervisor competency certificate on the applicable parts or equivalent National supervisor's certificate of competency as per central electricity authority (measures relating to safety and electric supply) Regulation 2010 (erstwhile i.e. rules 1956) read with guidelines issues from time to time by Directorate of Electricity, Govt. of West Bengal.

Below mentioned documents should be uploaded in support of the criteria stated above at the time of Bid Submission:

i) **In respect of engagement of Electrical Supervisors :---**

1. Dated Appointment letter,
2. Dated Acceptance letter of the employee
3. Supervisor competency certificate as stated above.

ii) ~~**In respect of Electrical Contractor License:-**~~

- ~~1. Valid Electrical Contractor's license issued by competent authority.~~

➤ **Financial Criteria**

- (a) **Turnover:** Average turnover during last five financial years (FY 23-24, 22-23, 21-22, 20-21 & 19-20) should be Rs.2.5 crore in Construction Business (to be certified by Chartered Accountant through UDIN)
- (b) **Net worth:** The combined Net Worth of the Prospective Bidder for the last year (FY 23-24) should be at least 15% of estimated amount put to tender. Net worth certificate of the Prospective Bidder duly attested by the Chartered Accountant under his own letterhead has to be submitted, with the UDIN number clearly written on it.
- (c) **Bid Capacity:** The available Bid capacity (to be calculated on the basis of prescribed format vide Memo.No.45-W(C)/1M-23/15dt.13.02.2015 (in Form - IIB, Annexure-A) of the prospective applicant shall not be less than the estimated amount put to tender. **All the pages used for calculation of Bid Capacity are to be signed by both the Chartered Accountant (in the letterhead of the CA firm, clearly mentioning the address and contact number of that CA firm) and the bidder with their Official Seals. All documents should be available through UDIN verification.**

(d) **Working Capital :**

- i) Average working capital (current assets minus current liabilities) during last five financial years (FY 23-24, 22-23, 21-22, 20-21 & 19-20) should not be less than 15% of Estimated amount put to tender on the basis of audited financial statements (in Form IIA of Section B).
- ii) Copy of self-attested Bank statement showing transaction of last six months of maximum three Operating Bank Account of the bidder should be submitted.
- iii) A prospective bidder who does not fulfil the criteria for aforesaid working capital shall submit a **Bank Solvency Certificate** (Specifically for this work) in the letter head of any scheduled Bank as defined in Reserve Bank of India Act, 1934 as a credit facility of 25% of estimated amount put to tender.

8. **Submission of Documents to support Eligibility criteria for participation in tender:**

[Non-statutory documents].

- Pan Card
- Current P.T. Deposit Challan
- GST Registration Certificate
- Valid Trade License (Deposit Challan).
- Provident Fund & Employees State Insurance Registration Certificate and (Deposit Challan).
- Audited balance sheet and profit and loss account and all schedules forming the part of Balance Sheet and Profit & Loss Account for last 5(Five)Financial year (F.Y- 23-24, 22-23, 21-22, 20-21&19-20).
- Income Tax Acknowledgement Receipt for last 5(Five) assessment year (AY 24-25, 23-24, 22-23, 21-22 & 20-21).
- Tax Audited Report in 3CD Form for last 5(Five) assessment year (AY 24-25, 23-24, 22-23, 21-22 & 20-21).
- 26AS for last 5(Five) Financial Year (F.Y- 23-24, 22-23, 21-22, 20-21&19-20).
- Registration Certificate under Company Act. (if any)
- Registered Partnership Deed for Partnership Firms to be submitted:
 - i) Registration certificate from Registrar of Firms.
 - ii) Partnership deed registered from Registrar of Assurance.

- The company shall furnish the Article of Association and Memorandum.
- Power of attorney (if applicable).
- Registered Unemployed Engineers' Co-operative Societies / Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, and Current N.O.C. from A.R.C.S. and Minutes of last A.G.M. The Engineers Co-operative also has to submit documents of the society consists at least 10 (ten) members out of which at least 60% should hold degree or diploma in any branch in Engineering as per Memo. No. 44-A/4M-11/2002 dt. 09.01.2004 of Deputy Secretary-III, P.W.D.
- Copy of self-attested Bank statement showing transaction of last six months of the maximum three Principal Bank Account of the bidder.

Note:

(i) 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 enclose will be entertained. [Non Statutory Documents].

(ii) Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of directors of such company or the partners of such firm, to upload the tender. [Non-statutory documents].

****The power of attorney shall have to be registered in accordance with the provisions of the**

Registration Act, 1908.

(iii) Registered Unemployed Engineers' Co-operative Societies / Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, and Current N.O.C. from A.R.C.S. and Minutes of last A.G.M. The Engineers Co-operative also has to submit documents of the society consists at least 10 (ten) members out of which at least 60% should hold degree or diploma in any branch in Engineering as per Memo. No. 44-A/4M-11/2002 dt. 09.01.2004 of Deputy Secretary-III, P.W.D. [Non Statutory Documents]

(iv) The Labour Co-operative Societies shall continue to get exemption from depositing Earnest Money while participating in Govt. Tenders.

However, the Labour Co-operative Societies, if selected through tender, will have to furnish requisite security deposit for performance of the work. (Vide Memorandum No. 815-F(Y) dated 23.02.2023 of Special Secretary to the Govt. of West Bengal.

(v) Any type of Joint Ventures (JV) & Consortium will not be allowed.

(vi) Engagement of Sub - Contractor / Subletting is not permitted.

(vii) A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm/director of company/member of cooperative society. If found to have applied severally in a single job (in any shape), all his bids will be rejected for that job, without assigning any reason thereof.

9. Pre-bid meeting: (will be both online and off line mode)

~~————— A pre bid meeting of the interested prospective bidders shall be convened on in the office of The Senior Superintending Engineer, WBSWC, 11A, Mirza Ghalib Street, Khadyasree Bhavan (1st Floor), Kolkata 700087.~~

~~————— The purpose of the pre-bid meeting is to clarify issue and to answer question on any matter that may be raised.~~

~~————— The bidders are requested to submit his/their queries in writing so as to reach this office not later than 5 days before the meeting i.e. before~~

~~————— The pre-bid meeting will be held on **23.09.2025** at **12:30PM** at Engineering Wing, WBSWC, Khadyashree Bhawan (1st Floor), 11A, Mirza Ghalib Street, Kolkata 700087.~~

~~————— Any prospective bidders desirous of attending the pre bid meeting shall send a letter of authority on its letter head specifying the name and designation of the person (maximum 2 person per bidder) who will be attending the pre-bid meeting on its behalf to the Superintending Engineer, WBSWC. Any such letter of authority shall reach WBSWC in the given email id (se.wbswc@gmail.com) before pre-bid meeting.~~

~~————— The bidder, himself, may attend the pre bid meeting through **online mode**, if necessary. No authorized representative will be allowed to attend the pre-bid meeting in online mode.~~

10. The successful bidder shall establish field testing laboratory equipped with requisite instruments in conformity with relevant code of practice and technical staff according to the requirements of works to be executed.

11. The executing agency (successful bidder) may not get a running payment unless the gross amount of running bill will be 10% of the tendered amount whichever is less. Provisions in Clause(s) 7, 8, & 9 contained in Standard Contract Form(2911 II) so far as they relate to quantum and frequencies of payment are to be treated as superseded. The payment will be released to the contractor as per availability of fund.

12. Constructional Labour Welfare Cess@ 1(one) % of cost of construction will be deducted from every Bill of the selected agency. CGST, SGST, Royalty & all other Statutory levy/ Cess will have

to be borne by the contractor & the rate in the PWD Schedule of Rates is inclusive of all the taxes & cess stated above.

13. No Adjustment of Price OR Price Escalation of any kind will be allowed. Adjustment of Price (increase or decrease) Vide Notification No.23-CRC/2M-61/2008, Dated:13.03.2009 & Notification No.38-CRC/2M-61/2008 Dated 20.04.2009 shall not be applicable. Since B.O.Q. for the work/works under this N.I.T. is based up on the schedule of rates of Public Works Department for Building works (Volume-I) and S & P Works (Volume-II) and PWD roads & bridge works (Volume-III) w.e.f 01.11.2017 and PWD Electrical works (Volume-I) w.e.f November, 2017 with up to date Addenda & Corrigenda, before publication of this NIT the bidders shall quote their rate (percentage above/below/at par) accordingly considering that no escalation and/or price adjustment will be allowed by the department thereto under any circumstances.

14. WBGST and CGST rates will be applicable while making payment to the contractor in accordance with the No. 5050-F(Y) Dated: 16.08.2017 of Audit Branch Finance Department, Govt. of West Bengal and any subsequent order issued by the govt. from time to time in this regard.

15. **Mobilization Advance and Secured Advance** will not be allowed.

16. **Price Preference:** - will not be allowed.

17. Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work), storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site.

18. The Service Electric Connection to be arranged by the Successful Tenderer at his own cost.

19. **Bids shall remain valid** for a period 120 days (One Hundred Twenty) from the last date of submission of Financial Bid / Sealed Bid / Open Bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof. The Bid validity, if required, may be extended, as per prayer of the bidder.

20. All materials required for the proposed scheme including bitumen (all grade), bitumen emulsion, cement & steel shall be of specified grade & approved brand in conformity with relevant code of practice (latest revision) & manufactured accordingly & shall be procured & supplied by the agency at their own cost including all taxes. Authenticated evidence for purchase of cement and steel are to be submitted along with challan and test certificate. In the event of further testing opted by the Engineer-in-Charge, then such testing would have to be done by the Bidder from any Government laboratory, at his own cost.

Approved Testing Laboratory shall have to be maintained by the agency at their own cost. Necessary arrangement shall also have to be kept at site laboratory/laboratory at plant for all necessary testing for the work.

21. Steel material procured and supplied by the contractor shall be of TOR Steel rod/HYSD/TMT Bar of Fe 415, Fe 550/550D. (The grade to be decided by the E.I.C as per instruction reflected on the approved drawing of this department or as stipulated in the Public Works Departmental schedule of rates).

22. Date & Time Schedule:-

Sl. No.	Particulars	Date & Time
1	Date of uploading of NIT Tender Documents (online)	22/09/2025 at 18:00hrs
2	Start date & time to download "Tender documents" (online)	23/09/2025 at 11:00hrs
3	Start date of submission of Technical & Financial Proposals (online)	25/09/2025 at 18:00hrs
4	Last date of submission of Technical & Financial Proposals (online)	29/10/2025 at 15:00hrs
5	Date of opening of Technical Proposals (online)	31/10/2025 at 15:00hrs
6	Date of uploading of list of technically qualified bidders (online)	Will be notified later.
7	Date of opening of Financial Proposals (online)	Will be notified later

23. There shall be no provision of Arbitration. Hence Cl. 25 of standard form is omitted vide notification no. 558/SPW dt. 13.12.11 of Secretary, to the Govt. of West Bengal.

Clause 25 of standard form is modified vide notification no. 8182-F(Y) dt.26.09.2012 of Finance Department, Govt. of West Bengal, as follows.

Except where otherwise provided in the contract all question and disputes relating to the meaning of specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instruction, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge (Executive Engineer) on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chairman of the Dispute Redressal Committee , herein The Managing Director of WBSWC, in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

24. Security deposit: As per cl 1.2 of General Conditions of Contract of 2911.

25. Refund of SD: as per cl 30 of this NIT. No interest will be paid on SD.

26. Permanent Fixed Security Deposit will not be allowed as Earnest Money as per stipulated G.O.

27. The intending Bidders shall have their own responsibility and risk 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, the cost of visiting the site shall be at the Bidder's own expense.

28. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids. The SUPERINTENDING ENGINEER, on behalf of West Bengal State Warehousing Corporation, reserves the right to reject or accept any application without assigning any reason whatsoever at any stage of bidding.

29. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in Instructions to Bidders before bidding.
30. **Defect Liability Period:** Prospective bidders shall have to execute the work in such a manner so that appropriate service level of the project/work under improvement is to be maintained during progress of work and a period of 5 (*Five*) years from the date of successful completion of the work to the entire satisfaction of Engineer-in-Charge(Executive Engineer). If any defect/ damage is found during the period as mentioned above the contractor shall make the same good at his own expense , to the specification at par with instant project work, or in default, the Engineer-in-charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contract or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof. Refund of Security Deposit will only be made on the pro-rata basis i.e. release of such security deposit to the tune of 30% on expiry of 4th year (from date of completion of the work), balance 70% on expiry of 5th year. Hence CI No. 17 of 2911(ii) is here by superseded as per G.O. No.5784-PW/L & A /2M-175/2017 Dated: 12.09.2017.

For roof treatment work with APP/Tarfelt Sheeting the Defect Liability Period will be 5 years and 30% of which will be refunded on expiry of 4 years, balance amount will be refunded on expiry on 5 years.

31. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.
- All intending bidders are requested to be present in the office, West Bengal State Warehousing Corporation during opening of the Tender, to observe the tender opening procedure.
32. Suspension and Debarment of Contractor, Supplier and Consultant will be strictly enforced as per G.O. No. 547-W(C)/1M-387/15 dt. 16.11.2015 of Joint Secretary to the Govt. of West Bengal, P.W.D.
33. No **CONDITIONAL/ INCOMPLETE TENDER** will be accepted under any circumstances.
34. Financial Evaluation of bid & acceptance of tender will be done as per G.O. No. 2320 FY dated 07.06.2022 of Finance Dept., Govt. of WB.
35. The SUPERINTENDING ENGINEER West Bengal State Warehousing Corporation. Reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
36. Minor irregularity / deficiency may be ignored at the discretion of the Bid Evaluation Committee & no claim whatsoever against such decision of the Bid Evaluation Committee will be entertained.
37. During scrutiny and even after issuance of the work order, if it comes to the notice of the tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, the tender inviting authority reserves the right to reject the bid without any prejudice with forfeiture of earnest money forthwith or take any other penal measures as deemed fit. The firm / company shall also be liable to be prosecuted under relevant Section of BNS along with Section 71 & Section 73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force. Action will be taken as per provision of clause 41 of 2911.

38. In case if there be any objection regarding Prequalifying the Agency that should be lodged to the Tender Inviting Authority within 48 hours from the period of publication of list of qualified Agency in the designated e-mail (se.wbswc@gmail.com). Such objection has to be written /typed in a letter head paper of the company duly signed and stamped by the authorized signatory and beyond that time schedule no objection will be entertained by the Tender Inviting Authority.
39. If the stipulation of the various contract documents be at variance in any respect, one will override the other (if in so far as these are at variance) in the order of precedence as given below.
- a. Financial bid
 - b. Special terms & Condition
 - c. Notice Inviting Tender
 - d. Technical Bid
 - e. Standard contract form (Form 2911)

40. Qualification Criteria

The Tender Inviting & Accepting Authority through a "Bid Evaluation Committee will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding:-

- a) **Financial Capacity**
- b) **Technical Capability comprising of personnel & equipment capability**
- c) **Experience**

The eligibility of a bidder will be ascertained on the basis of the duly attested documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice with forfeiture of earnest money forthwith or take any other penal measures as deemed fit.

41. **Cost of tender document:** The Intending Tenderers shall not have to pay the cost of tender documents for the purpose of participating in e-tendering vide Notification No. 199-CRC/2M-10/2012 dated 21.12.2012 of the Secretary, Public Works Department, Govt. of West Bengal.

However, the successful bidder shall have to pay the cost of contract documents @ **Rs. 15000.00** (Fifteen Thousand) only / each for two Nos. at the time of formal agreement. The amount has to be deposited through Demand Draft drawn on any Nationalised bank in favour of "**West Bengal State Warehousing Corporation**" payable at Kolkata.

42. **Additional Performance Security:** Vide No. IT-06/2017/444-R/PL Dtd: 18.04.17 of the Principal Secretary, PWD, 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. (If the successful bidder not having ownership of any of the prime machineries, the Additional Performance Security shall be obtained from the successful bidder if accepted bid value is more than 10 % less than the estimated amount put to tender.) 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 upto the end of the Contract Period and shall be renewed accordingly, if required. The said Bank Guarantee shall be returned immediately after successful completion of the Contract.

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 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.

43. As per Gazette Notification No. 1140 PRD - 33011/1/2024 - MGNREGA SEC dated 07.03.2024 of P&RD Department, it is mandatory to engage job card holders, who are registered under MGNREGA's or unskilled workers for execution of awarded works and plan to comply with the provision as laid down in the above stated notification (Refer Annexure VI & VII).

44. Successful bidder will have to execute a formal agreement with WBSWC upon a Non-Judicial Stamp Paper of Rs. 100.00 (Rupees One Hundred only) stating there in to abide by all the Clauses and Sub-Clauses of the aforesaid NIT (all sections) and the Standard Contract Form.

**SENIOR SUPERINTENDING ENGINEER
West Bengal State Warehousing Corporation**

SECTION- A
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://wbtenders.gov.in> 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-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 Guideline to Tenderer DSC is given as a USB e-Token.

4. 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 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 of the following further two covers (folders).

A-1. Statutory Cover Containing

- i. Prequalification Application (Sec-B, Form - I)
- ii. EMD
- iii. Financial Statement (Section - B, Form - II).
- iv. Affidavits (Ref:- format shown in –X & format for general affidavit shown in –Y.
- v. Tender form No. 2911(ii) & NIT 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 2911(ii) the tender liable to summarily rejected*).
- vi. Special Terms, condition & specification of works.
- vii. Certificate of revolving line of credit by the Bank (if required).

A-2. Non statutory Cover Containing

- i. Document for current year:- Valid Income Tax return / Professional Tax Clearance Certificate / Professional Tax (Deposit Challan) / valid Trade License / Pan Card / / Valid 15-digit goods and service taxpayer identification number(GSTIN) under GST Act,2017(vide memo no 4374-F(Y),dated: 13/07/2017 of Finance Dept. Audit Branch. /Voter I.D. Card and Aadhar card for self-identification, Provident fund on employees state insurance (deposit challan), Income Tax Acknowledgement Receipt for last five assessment year including current assessment year 2024-25 to be accompanied with the Technical Bid Documents. (Not Statutory Documents)
- 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)
- v. Tax Audited Report in 3CD Form along with Balance Sheet & Profit & Loss A/c for the last five years (year just preceding the current Financial Year will be considered as year - I)
- vi. 26AS for last 5(Five) Financial Year (FY- 23-24, 22-23, 21-22, 20-21 & 19-20).
- vii. Clearance Certificate for the Current Year issued by the Assistant Register of Co -Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co -Op(S) Engineers' Co.-Opt.(S)
- viii. List of machineries possessed by own along with authenticated copy of invoice, challan & waybill Ref.:- of this NIT (Section -B, Form IV).
- ix. List of laboratory Instrument along with authenticated Invoice & Challan.(Ref.:- Cl. No.20 of NIT)
- x. List of Technical staffs along with structure & organization (Section - B, Form - III).
- xi. Credential for completion/ongoing of similar nature of work under the authority of state/ central Govt. statutory bodies under State/Central Govt. constituted under the statute of the state/ state Govt. having a magnitude as per CL 7 of this NIT is to be furnished.(Ref. Cl. No. 7 of this NIT(Section - B, Form - V).

Scanned copy of Original Credential Certificate as stated in 7 of NIT.

- xii. The prospective bidders shall have in their full-time engagement (In regular pay roll) experienced Electrical Supervisors, holding Supervisor competency

certificate on the applicable parts or equivalent National supervisor's certificate of competency as per central electricity authority (measures relating to safety and electric supply) Regulation 2010 (erstwhile i.e. rules 1956) read with guidelines issues from time to time by Directorate of Electricity, Govt. of West Bengal

Below mentioned documents should be uploaded in support of the criteria stated above at the time of Bid Submission:

(i) In respect of engagement of Electrical Supervisors :---

1. Dated Appointment letter,
2. Dated Acceptance letter of the employee
3. Supervisor competency certificate as stated above.

~~(ii) In respect of Electrical Contractor License:-~~

- ~~1. Valid Electrical Contractor's license issued by competent authority.~~

xiii. Working Capital :

- i) Average working capital (current assets minus current liabilities) during last five financial years (FY 23-24, 22-23, 21-22, 20-21 & 19-20) should not be less than 15% of Estimated amount put to tender on the basis of audited financial statements (in Form IIA of Section B).
- ii) Copy of self-attested Bank statement showing transaction of last six months of maximum three Operating Bank Account of the bidder should be submitted.
- iii) A prospective bidder who does not fulfil the criteria for aforesaid working capital shall submit a **Bank Solvency Certificate** (Specifically for this work)in the letter head of any scheduled Bank as defined in Reserve Bank of India Act, 1934 as a credit facility of 25% of estimated amount put to tender.

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

B. Bid Evaluation Committee(BEC)

- i. Bid Evaluation Committee constituted under the Order No. T(IV)-02/2016/1068/(14)/SWC Date 05/08/2016 of The Managing Director, WBSWC will function the technical and financial evaluations of the bidder.
- ii Opening of Technical / Financial proposal :-
Technical proposals will be open by the SUPERINTENDING ENGINEER, West Bengal State Warehousing Corporation.
- iii. Intending tenderers may remain present if they so desire.
- iv. Cover (folder) statutory documents (vide Cl. No. 6.A-1) should be open first & if found in order, cover (Folder) for non-statutory documents (vide Cl. No. - 6.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- v. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evolution committee.
- vi. Uploading of summary list of technically qualified tenderers

- vii. Pursuant to scrutiny & decision of the Bid Evaluation Committee the summary list of eligible tenderer & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- viii. While evaluation, the committee may summon the tenderer & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

C. Financial proposal

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. Quoting rate will only be encrypted in the BOQ under Financial Bid. In case of quoting any rate in 2911 the tender will be liable to be summarily rejected.

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

7. Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as per clause no. 7 of General Clauses of this NIT.

8. Penalty for suppression / distortion of facts

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.

Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of directors of such company or the partners of such firm, to upload such tender.

The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908

10 REJECTION OF BID

The Tender Inviting 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 Tender Inviting Authority's action.

11. AWARD OF CONTRACT

If bid capacity is found inadequate the department would be at liberty to accept his bid only such number of work for which his capacity would permit. In such case the choice of work awarded would rest with tender accepting authority.

Revised bid capacity, working capital including plant & machinery will be calculated in accordance with the accounts 3CD Form & Audited balance sheet submitted in the non-statutory documents & work in hand as stated in Sl(i) above should be submitted through affidavit duly notarized before issuance of Letter of Acceptance.

(ii) Each work will be awarded against specific set of machineries as indicated in Section B (Form IV) of this NIT.

(iii) The Bidder who's Bid to be 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.

(iv) The Agreement in standard contract form will incorporate all necessary documents e.g. N.I.T., all addenda-corrigenda, all annexures, Section - A (Instruction to Bidders) special terms & condition (Section -C), specification of works (Section -D), different filled-up forms (Section - B), B.O.Q. and the same will be constituted between the Tender Accepting Authority and the successful Bidder.

12. In case of any dispute Government order of finance department and other orders of PWD Government of West Bengal will be followed.

**Senior Superintending Engineer
West Bengal State Warehousing Corporation**

Copy forwarded for information and wide circulation through his office NOTICE BOARD.

- 1 The Managing Director, WBSWC.
- 2 The Chief Engineer, WBSWC.
- 3 This Office Notice Board.

**Senior Superintending Engineer
West Bengal State Warehousing Corporation**

SECTION - B
FORM -I
PRE-QUALIFICATION APPLICATION

To,
**The Senior Superintending Engineer
West Bengal State Warehousing Corporation**

Ref: - Tender for _____

(Name of Work: _____

NIET No.: 48e of 2025-26 of Senior Superintending Engineer, West Bengal State Warehousing Corporation.

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 of _____ 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 & 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 reserve 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.**

N.B :- This application must be made in the letterhead of the firm in which application is made, clearly mentioning the address and contact number of the firm.

SECTION - B
Form - IIA
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)

| <u>Year</u>
(Rs. In Lakh) |
------------------------------	------------------------------	------------------------------	------------------------------	------------------------------

Turn Over:

Average Turn Over:

a)Current Assets:
(Excluding investment &
Sundry debtors outstanding
more than 90days)

b)Current Liabilities:
(It should include bank
overdraft, CC)

c)Working Capital:
(a) -(b)
Average Working Capital:

d)Net Worth:
(Proprietors Capital or
Partners Capital or Paid up
Capital+ Reserve & Surplus)

e)Bank
loan/Guarantee:

Signature, name and designation of Authorized
Signatory
For and on behalf of
_____ (Name of the Applicant)

Name of the Statutory Auditor's Firm
Seal of the audit firm.
(Signature, name and designation and
Membership No. of authorized signatory)
UDIN:

N.B :- This statement must be made in the letterhead of the CA firm, clearly mentioning the address and contact number of that CA firm.

Form IIB

BID CAPACITY OF BIDDERS TO BE ASSESSED ACCORDING TO THE FINANCIAL DECLARATION FURNISHED BY THEM AS PER ANNEXURE BELOW:

ANNEXURE - A

Information of audited financial statements for the last year to demonstrate the current soundness of the Bidder's financial position:-

- 1) The Bidder's Net worth for the last year calculated as the difference between total assets and total liabilities should be positive.
- 2) Bidder, who meet the minimum qualification criteria, will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under. Assessed Available Bid Capacity = $(A \times N \times 2 - B)$

Where,

A = Maximum value of engineering works in respect of projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well works in progress. The projects include turnkey project / Item rate contract / Construction works.

N = Number of year (i.e. _____ Year) prescribed for completion of works for which Bids are invited.

B = Financial Liability of the bidder to be incurred for existing commitments and on -going works during the period of the subject contract.

To calculate the value of "A"

- i) A table containing value of Engineering Works in respect to Project (Turnkey project / Item rate contract / Construction works) undertaken by the Bidder during the last 5 years is as follows:-
- ii)

<u>Sl. No.</u>	<u>Year</u>	<u>Value of Engineering Works undertaken w.e.f. Project (Rs. In Crores)</u>
1.	Year- 5	
2.	Year- 4	
3.	Year- 3	
4.	Year- 2	
5.	Year- 1	

- iii) Maximum value of projects that have been undertaken during F.Y. _____ out of the last 5 years and value thereof is Rs. _____ Crore. (Rupees _____). Further, value updated to the price level of the year indicated in Table is as follows:

$$\text{Rs. } \underline{\hspace{2cm}} \text{ Crore} \times \underline{\hspace{2cm}} \text{ (Updation Factor as per Table annexed)} \\ = \text{Rs. } \underline{\hspace{2cm}} \text{ Crore (Rupees } \underline{\hspace{2cm}} \text{)}$$

Table indicating the factor for the year for updation to the price level is indicated as under.

<u>Sl. No.</u>	<u>FY/ Calendar Year</u>	<u>Updation Factor</u>
1.	Year- 5	1.00
2.	Year- 4	1.05
3.	Year- 3	1.10
4.	Year- 2	1.15
5.	Year- 1	1.20

iv) Net worth for the last year of _____ (name of the company) _____ .

Signature, name and designation of Authorized
Signatory
For and on behalf of
_____(Name of the Applicant)

Name of the Statutory Auditor's Firm
Seal of the audit firm.
(Signature, name and designation and
Membership No. of authorized signatory)
UDIN:

N.B :- This statement must be made in the letterhead of the CA firm, clearly mentioning the address and contact number of that CA firm.

To calculate the value of “B”

3. A table containing value of all the existing commitments and on -going workings to be completed during the next years (prescribed time for completion of the works for which Bids are invited) is as follows:

S l. No.	Name of Work/ Project	Name of the Employe r	Percen tage of partici pation of Bidder in the Project	Stipulat ed period of complet ion as per Agreem ent / LOA with the start date	Value of contract as per Agreem ent / LOA (Rs.)	Value of work compl eted (Rs.)	Balance value of work to be complet ed (Rs.)	Anticipa ted date of completi on	Fina ncial no. to
1	2	3	4	5	6	7	8	9	10

Signature, name and designation of Authorized
Signatory
For and on behalf of
_____ (Name of the Applicant)

Name of the Statutory Auditor’s Firm
Seal of the audit firm.
(Signature, name and designation and
Membership No. of authorized signatory)
UDIN:

Note.

1. All the documents to be submitted in support of Annexure –A, Must be duly signed and sealed by the applicant / bidder and authenticated by statutory Auditor’s Firm.
2. F.Y – 2023-24 will be considered as Year 1.

AFFIDAVIT - "X"

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

For Niet- 48e of 2025-26 of S.E. W.B.S.W.C.

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.

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 authorized officer of the firm _____

Title of the officer _____

Name of the Firm with Seal _____

Date _____

AFFIDAVIT - "Y"

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

For Niet-48e of 2025-26 of S.E. W.B.S.W.C.

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 undersigned also hereby certifies that neither our firm M/S _____ nor any of constituent partner had been debarred to participate in the tender by the any Govt. department during the last 5 (five) years prior to the date this NIET.
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 & I have not applied severally for the same job.
6. Certified that I have not failed to complete any work under WBSWC in stipulated time of Tender and at present I have no work in hand to do under WBSWC.

Signed by authorized 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. :
- Fax No. :
- E- mail Address :
- A.3 Name and address of Bankers :
- A.4 Attach an organization chart showing
the structure of the company with
names of Key personnel and technical
staff with Bio-data :
-

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

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

SECTION -B
FORM -IV

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

(Original document of own / arrange possession 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	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 furnish.

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

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 bidder **Own/Arrange**.

Sl. No.	TYPE OF EQUIPMENT	NUMBER REQUIRED
1	Tilting drum Concrete Mixture Machine 230- 280L capacity with hopper	1Nos.
2	Static Roller (8-10ton)	1 Nos.
3	Vibratory roller (8-10ton)	1Nos.
4	Internal Immersion Vibrator with nozzle	2 Set
5	Iron Cutter	4 Nos.
6	Iron Drill Machine	4 Nos.
7	Welding Machine	2 Nos.
8	Excavator cum Backhoe Loader	1 No
9	Tube well rig boring system and necessary tools & plants	1 No
10	Motor grader	1No.
11	Rotavator	1No.

Senior Superintending Engineer
West Bengal State Warehousing Corporation

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 & 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 - B
FORM -VI

- I, the undersigned, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.
- The undersigned also hereby certifies that neither our firm _____ nor any constituent firm had been debarred to participate in tender by West Bengal State Warehousing Corporation during last 5 (Five) years prior to the date of this NIT.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- Certified that I have applied in the Tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.
- Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm.
- Certified that I have access to or have available liquid assets (aggregate of working capital, cash -in-hand, uncommitted Bank Guarantees) and /or credit facilities not less than 10%estimated cost put to tender. In this respect, I have attached necessary documents with this application.
- I, the undersigned do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found/ ascertain to be incorrect/fabricated/misrepresented/ fraudulent etc. accordingly tender will be liable to be cancelled/ terminated immediately & I/my firm/ company shall also be liable to prosecuted under relevant sections of BNS along with section-71 & section 73 of Indian information & technology act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/ Security Deposit.

Signed by an authorized officer of the firm _____

Title of the officer _____

Name of the firm with seal _____

Date _____

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) “Schedule of Rates of PWD (WB) for Building Works, Materials and Labour (Volume - I)” w.e.f. 01.11.2017 with up to date addenda and corrigenda before publication of this NIT (as mentioned in clause 13 of General clauses of NIT).
- ii) “Schedule of Rates of PWD(WB) for Sanitary & Plumbing Works (Volume - II)” w.e.f. 01.11.2017 with up to date addenda & corrigenda before publication of this NIT. (As mentioned in clause 13 of General clauses of NIT).
- iii) “Schedule of Rates of PWD (WB) for Electrical Works (Volume - I)” w.e.f. Nov 2017 with up to date addenda and corrigenda before publication of this NIT.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid two specification books, (i) Schedule of Rates of Road & Bridges Works, Vol - III of combined SOR of PWD (WB) w.e.f. 30.08.2018 published by the Public Works Department for different district of West Bengal including up to date addenda and corrigenda before publication of this NIT (as mentioned in clause 13 of General clauses of NIT). & (ii) “ specification for Road and Bridge Works” of the MORT&H, Surface Transport (Roads Wing), Government of India, published by Indian Road Congress, New Delhi - latest edition of the book as applicable for the working area of concerned State Highway Circle at the time of submission of tender for the working area will be considered.

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

The word –Engineer-in-Charge means the EXECUTIVE ENGINEER, West Bengal State Warehousing Corporation of the concerned Division. The word –Department appearing anywhere in the tender documents means West Bengal State Warehousing Corporation 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.

C.3 Terms & Conditions in extended period:

As Clause 5 of standard contract from 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.

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 (Executive Engineer).

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 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 authorized agent or representative. For such intimation to the contractor's site office, it shall be deemed to the 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 Fee s 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, Octroy Duty/Terminal Tax, Turnover Tax, 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. Separate arrangement of water supply for constructional work as well as drinking water for labour to be made by the contractor. No separate payment will be made for this purpose.

C.8 Authorized Representative of Contractor :

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorized 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 authorized 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 authorized for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorized 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 authorized 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 & 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 standard contract 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 to remove from the site by the contractor as per directed of the Engineer-in-Charge.

C.12 Arrangement of Land :

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority.

C.13 Use of Government Land :

Before using any space in Government land for any purpose whatsoever, approval of the Executive Engineer (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 in a time bound manner. The contractor shall make his own arrangements for storage of tools, plant, equipment, materials etc. of adequate capacity and shall clear and remove shed, huts etc. which he might have erected in Government land, on completion of work or expiry of the granted time whichever is earlier. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery (as will be determined by WBSWC) will be made from the dues of the contractor.

C.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 authorized 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 authorized 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 authorized 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 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 if 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.

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 anon 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 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.

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 1st 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. D/(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.

C.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.

C.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.

C.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.

C.21 Service Electric connection of the project

The service electric connection to be arranged by the successful tenderer at their own cost from local competent authority.

C.22 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.

C.23 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.24 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.

C.25 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.

C.26 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.27 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.

C.28 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.

C.29 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.

C.30 Realization 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.

C.31 Compliance of different Acts :

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1852. 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.

C.32 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.33 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.

C.34 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.35 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.

C.36 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.37 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.

C.38 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.39 Procurement of materials :

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

C.40 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.41 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.

C.42 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.

C.43 Issue of Departmental Materials :

Departmental materials will not be issued under any circumstances.

C.44 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.

C.45 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.46 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.

C.47 Additional Conditions :

A few additional conditions under special terms and conditions :

- C.47.1.** 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.
- C.47.2.** Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroy and all other duties, if any.
- C.47.3.** Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chain age 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.
- C.47.4.** The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.
- C.47.5.** Deep excavation of trenches and left out for days shall be avoided.
- C.47.6.** Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.
- C.47.7.** The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
- C.47.8.** Income Tax Will be deducted from each bill of the contractor as per applicable rate and rules in force.

C.48 Payment of Bills:

As mentioned in clause 11 of the NIT

C.49 Refund of Security Deposit:

As mentioned in Cl. No. 30 of NIT. In addition to that memorandum no. 4470 – F(y) dated – 05.06.2013 of the WB finance department and memorandum no. 1868- FS/ Sectt/ GE&EM/4M-30/2021 dated – 10.05.2022 of F&S department will be followed.

C.50 Arbitration & Security Deposit:

As mentioned in Cl. 23 and 24 of NIT.

**Senior Superintending Engineer
West Bengal State Warehousing Corporation**

SECTION - D
Technical Specification for Works

D.1 Name of Work : As per Detailed NIT.

D.2 Site Condition :

The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffics during day as well as to night. No interruption in works due to any site condition shall be engaged as to complete the work in time. The execution of the work should however be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account.

Difficulties and inconveniences in transporting materials over the bad roads, Kutcha roads, incomplete roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over kutcha roads. These approach roads should be maintained by the Contractor at his own cost.

Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be, should be noted by the bidder. No rate or time will be allowed on these accounts as stated. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing would be entertained under any circumstances beyond the respective tendered provisions.

D.3 Preliminaries:

During execution of the work contractor will remain responsible for providing reasonable facilities to traffic on the road and also lighting and guarding of the road during night for its safety while the work is in progress and no extra rate will be paid on this account before taking up the work.

Approximately half of the road width including one flank shall be kept clear to the traffic from all obstruction and the surface shall be properly cleaned and levelled as far as possible. Sign Boards / Direction Boards are to be erected at required points of specified size indicating in red letters on a white back ground as per direction of the Engineer-in-charge. Cost of which should be borne by the agency.

Road barriers shall be placed wherever the existing road surface disturbed with proper road signs. During night, these should be provided with the light, Night Guard e.g. 'Chowkidar' for watching the barrier etc. shall also be maintained by the Contractor to give due warning to road users specially at night.

D.4 Specification & Mode of execution:

Unless otherwise stipulated specifically all the item of works are to be done as per relevant sections, general conditions and general guideline as mentioned either in –

i) “Schedule of Rates of PWD (WB) for Building Works, Materials and Labour (Volume – I)” w.e.f. 01.11.2017 with up to date addenda and corrigenda before publication of this NIT (as mentioned in clause 13 of General clauses of NIT).

ii) “Schedule of Rates of PWD(WB) for Sanitary & Plumbing Works (Volume – II)” w.e.f. 01.11.2017 with up-to-date addenda & corrigenda before publication of this NIT. (as mentioned in clause 13 of General clauses of NIT).

iii) “Schedule of Rates of PWD (WB) for Electrical Works (Volume – I)” w.e.f. Nov 2017 with up to date addenda and corrigenda before publication of this NIT.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid two specification books, (i) Schedule of Rates of Road & Bridges Works, Vol – III of combined SOR of PWD(WB) w.e.f. 30.08.2018 published by the Public Works Department for different district of West Bengal including up to date addenda and corrigenda before publication of this NIT (as mentioned in clause 13 of General clauses of NIT). &

iv) “Specification for Road and Bridge Works” of the MORT&H, Surface Transport (Roads Wing), Government of India, published by Indian Road Congress, New Delhi – latest edition of the book as applicable for the working area of concerned State Highway Circle at the time of submission of tender for the working area will be considered.

Quantity Assurance plan for the work should be prepared and maintained in conformity with the above-mentioned references along with in conformity with relevant IS & IRC code and as directed by the Engineer in Charge.

**Senior Superintending Engineer
West Bengal State Warehousing Corporation**

ANNEXURE - VI

Kamashree : Employment Sheet

(to be used by the implementing agency for recording the employment provided)

1	District:	
2	Block:	
3	Name of Work:	
4	Implementing Agency:	
5	Funding Department:	
6	Implementing Department:	
7	Work Order No.	
8	Contractor/ Agency:	
9	Gram Panchayat where work is to be implemented:	

Employment provided:

Sl. No.	Name of Worker	Job Card No. (full)	Aadhar No.	No. of days for which engaged	Wage paid (Rs.)	Date of payment
1						
2						
3						

Countersignature of Engineer with Office Seal

Name & Signature of
Contractor/Agency

ANNEXURE - VII

Kamashree : Certificate by Contractor/Agency
(to be used by the Contractor/ Agency)

1	District:	
2	Block:	
3	Name of Work:	
4	Implementing Agency:	
5	Funding Department:	
6	Implementing Department:	
7	Work Order No.	
8	Contractor/Agency:	
9	Gram Panchayat where work is to be implemented:	
10	Period during which work was executed:	

Certificate

It is certified that for execution of the work mentioned above Job Card holders were engaged wherever unskilled workers were required and necessary details of such engagement have been submitted through the Employment Sheet.

Countersignature of Engineer with Office Seal

Name &Signature of
Contractor/Agency

The bidders may ensure following documents are submitted:

1. EMD	
2. GST	
3. PAN CARD	
4. AADHAR/ VOTER CARD	
5. MACHINERIES (AS STATED)	
6. Technical personnel (AS STATED)	
7. INCOME TAX RETURN (AS APPLICABLE)	
8. PTAX (Current year) (Challan/ Certificate)	
9. TRADE LICENCE (Current year)	
10.Pre-qualification, AFFIDAVIT x & y	
11.FORM I TO VI (AS STATED)	

SEALED AND SIGNED

DATE-