WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

(A Government of West Bengal Undertaking)

HIDCO BHABAN, Premises No.35-1111, Near 3rd Rotary, New Town, Kolkata-700156.

Notice Inviting Tender

Memo. No. HIDCO/GM(E)-IV/ **Dated:** 14th January , 2013.

Notice Inviting e-Tender No. WB HIDCO/GM(E)-IV/**NIT-1/2012-2013** of The General Manager (Engg)-IV, WB HIDCO, invites e-tender for the work detailed in the table below. (Submission of Bid through **online**)

List of Schemes:

Sl. No	Name of the work (1)`	Estimated Amount (Rs.) (2)	Earnest Money (Rs.) (3)	Price of Technical & Financial Bid documents and other annexures (Rs.) (4)	Period of Completion (5)	Name of the Concerned Officer (6)	Eligibility of Contractor (7)
1.	Construction of Parking Lot Mark 41 in Eco Tourism Park in AA-II, New Town, Rajarhat, Kolkata- 700 156.	Rs. 4,84,69,215.00 (*Rupee Four Crores Eighty Four Lakhs Sixty Nine Thousand Two Hundred Fifteen*) only	Rs.1,00,000.00 (Rupees One lakh), for each Sl No.1 & 2 above to be submitted in the form of Bank Draft / Pay Order from Nationalized Bank in favour of WB HIDCO Ltd. payable at Kolkata. (Balance amount covering 2% of the tendered amount to be submitted at the time of making agreement by the successful tenderer.)	Rs.5,000.00 (Rupees Five Thousand), only for each Sl No.1 & 2 above to be submitted in the form of Bank Draft / Pay Order from Nationalized Bank in favour of WB HIDCO Ltd. payable at Kolkata.	4 (Four) months from the date of commence ment.	Genral Manager (Engg)-IV, WB HIDCO	1) Enlisted Class – I P.W.D. / P.W.D. (Roads) P.H.E, K.M.D.A, I & WDte., and bonafied, resourceful outsiders having experience of completion of similar type of works in Govt. Organization production of payment certificate during last 3 financial years under a single contract of value not less than 60% of the estimated amount of this work. No private credentials will be considered. 2)Intending contractors / tenderers must be financially sound and have their machineries required for the job.

1) In the event of e-filling, intending bidder may download the tender documents from the website http://etender.wb.nic.in directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender fees) and Earnest Money may be remitted through Demand Draft / Pay Order issued from any nationalized bank in favour of the **"WBHIDCO." payable at KOLKATA** and also to be documented through e-filling. The original Demand Draft / Pay Order against tender fees, Earnest Money Deposit (EMD) or documents in support should be submitted physically in the Tender Box at the Office of General Manager (Engg)-IV, WB HIDCO under sealed cover before 24 Hrs. of the date and time of opening of tender.

2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website http://etender.wb.nic.in

3) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 15

4) The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the 'Tender Evaluation Committee' formed by the authority of WB HIDCO. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

5) **Eligibility criteria for participation in the tender.**

1) As per NIT detail table (Sl. No.7) above.

Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the year 2012-2013, Pan Card, VAT Registration Certificate are to be accompanied with the Technical Bid Documents.

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

[*Non-statutory documents*]

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 affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.)

In case of Proprietorship, Partnership Firms and Company, Tax Audit Report in 3CD Form are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name alongwith applicant's name in such enclosure will be entertained.

[*Non-statutory documents*]

The prospective bidders should own or arrange through lease hold registered agreement, the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted. (Ref. Section – B, Form – III)

[*Non-statutory documents*]

Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted. The company shall furnish the Article of Association and Memorandum.

[*Non-statutory documents*]

Joint Ventures will not be allowed.

A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.

Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill is 50 (*fifty*) lakh or 30% of the tendered amount whichever is less. Provisions in Clause(s) 7, 8 & 9 contained in W.B. Form No.2911(ii) so far as they relate to quantum and frequency of payment are to be treated as superseded.

Adjustment of price vide notification no. 23-CRC/2M-61/2008 dated: 13/03/2009 and no. 38-CRC/2M-61/2008 dated: 20/04/2009 in respect of construction materials shall not be applicable. The bidders shall quote their rate accordingly.

No mobilisation advance and secured advance will be allowed.

Security Deposit:

Retention money towards performance Security amounting to 10% (*ten percent*) of the value of the work shall be deducted from the running account bill of the tenderer as per prevailing order. No interest will be paid on Security Deposit.

Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.

All materials required for the proposed work including cement and steel shall be of specified grade and approved brand inconformity with relevant code of practice (latest revision) and manufactured accordingly and shall be procured and 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. If required by the Engineer-in-Charge, further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.

Constructional Labour Welfare CESS @ 1% (*one percent*) of cost of construction will be deducted from every Bill of the selected agency.

There shall be no provision of Arbitration. The Clause No. 25 of 2911(ii) is omitted vide Notification No. 558/SPW Dated: 13th December, 2011 of the Secretary, P.W. Department.

Bid shall remain valid for a period not less than 120 (*one hundred twenty*) days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

6) Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	14.01.2013
2	Documents download/sell start date (Online)	14.01.2013 at 12.30 pm
3	Documents download/sell end date (Online)	14.01.2013 at 12.45 pm
4	Prebid meeting to be held at Office of the General Manager-IV,HIDCO BHABAN	14.01.2013 at 12.50 pm
5	Bid submission start date (On line)	14.01.2013 at 02.30 PM
6	Last Date of submission of original copies for the cost of Tender Documents and Earnest Money Deposit (Off line)	14.01.2013 at 02.25 PM
7	Bid Submission closing (On line)	14.01.2013 at 02.45 PM
8	Bid opening date for Technical Proposals (Online)	14.01.2013 at 02.50 PM
9	Date of uploading list for Technically Qualified Bidder(online)	14.01.2013 3:00 P.M.
10	Date of uploading the final list of Technically Qualified Bidder(online) after disposal of appeals, if any.	14.01.2013 3:05P.M.
11	Date for opening of Financial Proposal (Online)	14.01.2013 3:10 P.M.

7) The Prospective Bidder shall have to execute the work in such a manner so that appropriate service level of the work is maintained during progress of work and a period of 1 (*one*) year from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge. If any defect / damage is found during the period as mentioned above, the contractor shall make the same good at his own cost to the specification at par with instant project work. On failure to do so, penal action against the contractor will be imposed by the Department as deem fit. The contractor may quote his rate considering the above aspect.

Refund of Security Deposit will only be made after successful maintaining of appropriate service level of the work as mentioned above for 1 (*one*) year from the date of completion of the work. Provision in Clause No. 17 of W.B. Form No. 2911(ii) shall be treated as superseded.

8) Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.

9) Earnest Money: The amount of Earnest Money @ 2% (*two percent*) of the Estimated Amount put to tender in the shape of Bank Draft / Pay Order of any nationalised bank drawn in favour of the , **"WBHIDCO." payable at kolkata**against the work as per the nit.

10) The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all informations that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.

11) The intending Bidders shall clearly understand that whatever may be the out come of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department.The tender accepting authority of WBHIDCO reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.

12) Refund of EMD: The Earnest Money of all the unsuccessful tenderers deposited in favour of WBHIDCO will be refunded by the said General Manager on receipt of application from tenderers .

13) Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in '**Instructions to Bidders**' stated in Section – 'A' before tendering the bids.

14) Conditional / Incomplete tender will not be accepted under any circumstances.

15) The intending tenderers are required to quote the rate *online.*

16) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.

17) Guiding Schedule of Rates: Rates have been taken from P.W.D. (W.B.) Schedule of Rates for "Road & Bridge Works" effective from 14th November, 2008, and also for "Building Works" and "Sanitary & Plumbing Works" effective from 1st August 2010 along with upto date corrigenda & addenda and approved rates of the Superintending Engineer, Project Construction Circle, Public Works (C.B.) Directorate, Government of West Bengal.

18) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.

19) The General Manager-IV,WBHIDCO reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

20) If there be any objection regarding prequalifying the Agency that should be lodged on line to the Chairman of Tender Evaluation Committee within 2 (*two*) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.

21) Before issuance of the WORK ORDER, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.

22) If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:

1) Form No. 2911(ii)
2) N.I.T.
3) Special Terms & Conditions
4) Technical Bid
5) Financial Bid

32) Qualification criteria:

The tender inviting and Accepting Authority through a "Tender Evaluation Committee" will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

1) Financial Capacity
2) Technical Capability comprising of personnel & equipment capability
3) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned 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 rejected at any stage without any prejudice

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

34. No. price preference and other concession asper order no. 1110F dated: 10/02/2006 will be allowed.

Memo. No. **HIDCO/GM(E)-IV/** **Dated:** **14th January , 2013.**

Copy forwarded for information to:-

1) **The Chief Engineer,** WBHIDCO
HIDCO BHABAN

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

SECTION - A

INSTRUCTION TO BIDDERS

General guidance for e-Tendering:

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

i. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to https://etender.wb.nic.in (the web portal of Public Works Department) the contractor is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC):

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

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

iv. Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

v. Submission of Tenders:

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

Technical Proposal:

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

(a). Statutory Cover Containing the following documents:

i. Prequalification Application (Sec-B, Form – I)

2) Demand Draft / Bankers Cheque towards cost of tender documents as prescribed in the N.I.T. against each of the serial of work in favour of the Executive Engineer concerned with the work.

3) Demand Draft / Bankers Cheque towards Earnest Money (EMD) as prescribed in the N.I.T. against each of the serial of work in favour of the Executive Engineer concerned with the work.

4) Fixed Security Deposit shall be as per prevailing rule of P.W.D. (Certificate of such deposit issued by the P.W. Department needs to be furnished on line by the intending tenderer who wants to submit against EMD).

5) Tender Form No. 2911(ii) & N.I.T. *(download properly and upload the same Digitally Signed).* **The rate will be quoted in the B.O.Q.** Quoted rate will be encrypted in the B.O.Q. under Financial Bid. **In case quoting any rate in Tender Form No. 2911(ii), the tender is liable to be summarily rejected**.

6) Special terms & conditions and specification of works.

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

i. Professional Tax (PT) deposit receipt challan for the financial year 2012-13, Pan Card, IT, Saral for the Assessment year 2011-12, VAT Registration Certificate.
ii. Registration Certificate under Company Act. (if any).
iii. Registered Deed of partnership Firm / Article of Association & Memorandum.
iv. Power of Attorney (For Partnership Firm / Private Limited Company, if any).
v. Tax Audited Report in 3 CD form along with Balance Sheet & Profit & Loss A/c. for the last 5 (*five*) years (year just preceding the current Financial Year will be considered as year – I)
vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Operative Society (ARCS), bye laws are to be submitted by the Registered Labour Co-Operative Society / Engineers' Co-Operative Society.
vii. List of machineries possessed by own / arranged through lease hold agreement along with authenticated copy of invoice, challan & waybill [Ref.:- Sl. No. 5(viii) of this N.I.T. and (Section –B, Form IV)]
viii. List of Technical staffs along with structure & organization (Section – B, Form – III).
ix. For Registered Unemployed Engineers' Co-operative Societies and Registered Labour Co-operative Societies having Credential for completion of at least one similar nature of work under the authority of State / Central Government, statutory bodies under State / Central Government constituted under the statute of the State / State Government having a magnitude of 40% (*forty percent*) of the Estimated amount put to tender during the last 5 (*five*) years prior to the date of issue of this N.I.T. is to be furnished. [Ref. Sl. No. 5(i) & 7 of this NIT and (Section – B, Form – V)]. Scanned copy of Original Credential Certificate as stated in Sl. No. 5.(i). of N.I.T. For Enlisted Class-I Contractors of P.W.D.(R&B) shall have to submit (on line) scanned copy of their enlistment certificate.
x. Affidavits (Ref:- format for general affidavit shown in "Y", Section - B)

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

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab " Submit Non Statutory Documents' to send the selected documents to Non-Statutory folder.

Next Click the tab " Click to Encrypt and upload" and then clik the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	Vat Registration Certificate & Acknowledgement. PAN. P Tax (Challan) (2012-13). Latest IT Receipt. IT-Saral for Assessment year 2011-12.
B.	Company Detail(s)	Company Detail	Proprietorship Firm (*Trade License*) Partnership Firm (*Partnership Deed, Trade License*) Ltd. Company (*Incorporation Certificate, Trade License*) Society (*Society Registration Copy, Trade License*) Power of Attorney.
C.	Credential	Credential – 1 Credential – 2	Similar nature of work done & completion certificate which is applicable for eligibility in this tender. Enlistment certificate issue by the Public Works Department.
D.	Equipment	Machineries	Authenticated copy of Invoice Challan
E.	Man Power	Technical Personnel	List of Technical Staffs alongwith Structures & Organization (*as per N.I.T.*)

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

Tender Evaluation Committee (TEC)

Evaluation Committee constituted as per Order of the Engineer-in-Chief & Ex-Officio Secretary, P.W. and P.W. (Roads) Department, Government of West Bengal will function as Evaluation Committee for selection of technically qualified contractors.

Opening & evaluation of tender:

If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

Opening of Technical Proposal:

Technical proposals will be opened by the Superintending Engineer, Project Construction Circle, Public Works (C.B.) Directorate and his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

Intending tenderers may remain present if they so desire.

Cover (folder) for Statutory Documents (Ref. Sl. No. A.5.(a).) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. A.5.(b).) will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

Summary list of technically qualified tenderers will be uploaded online.

Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

During evaluation the committee may summon of the tenderers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

1. **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 (Presenting Above / Below / At per) online through computer in the space marked for quoting rate in the BOQ.

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

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

Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

Rejection of Bid:

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

Award of Contract

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

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

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

SECTION – B

FORM – I

PRE-QUALIFICATION APPLICATION

To
Geneal Manager (Engg)-IV, WB HIDCO
HIDCO BHABAN,
6TH FLOOR, NEW TOWN,
KOLKATA.

Ref : Tender for .....

(Name of work) .....

.....

e-N.I.T. No.: WBPWD/CB/SE/PCC/02/2012-2013 ..... (Sl. No. .....) of the Superintending Engineer, Project Construction Circle, Public Works (C.B.) Directorate.

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.T. documents, I /we hereby submit all the necessary information and relevant documents for evaluation.
The application is made by me / us on behalf of ..... in the capacity .....
..... duly authorized to submit the order.

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

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

We understand that:

1) Tender Inviting & Accepting Authority / Engineer-in-Charge can amend the scope & value of the contract bid under this project.
2) Tender Inviting & Accepting Authority / Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclosure(s): e-Filling:-

1) Statutory Documents.
2) Non Statutory Documents.

Date: .....

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

SECTION – B

AFFIDAVIT – "Y"

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

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

2) The under-signed also hereby certifies that neither our firm M/S ..... nor any of constituent partner had been debarred to participate in tender by the P.W. & P.W. (Roads) Department during the last 5 (*five*) years prior to the date of this N.I.T.

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

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

5) Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.

.....
Signed by an authorized officer of the firm.

.....
Title of the officer

.....
Name of the Firm with Seal

Date: .....

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

SECTION – B

FORM – II

STRUCTURE AND ORGANISATION

1) Name of Applicant : .....

2) Office Address : .....

.....

.....

.....

.....

Telephone No. : .....

Fax No. : .....

3) Name and Address of Bankers : .....

.....

.....

.....

.....

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.

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

SECTION – B

FORM – III

Contractor's Equipment

Name of the Applicant: .....

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 Contractor must own or arrange through lease hold registered agreement. The contractor must furnish the documents in support of ownership or lease hold registered agreement.

Sl. No.	TYPE OF EQUIPMENT	CAPACITY	SUPPORTING DOCUMENTS
1	Concrete Mixer Diesel or Electric operated full charge machine with hopper.	Full Charge	

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

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

SECTION – B

FORM – IV

Experience Profile

Name of the Firm: .....

List of projects completed that are similar in nature to the works having more than 40% (*forty percent*) of the project cost executed during the last 5 (*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:

1) Certificate from the Employers to be attached

2) 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.

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

SECTION - C

Special Terms and Conditions

1) General:

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

Public Works Department Schedule of Rates for Building Works and Sanitary & Plumbing Works in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concerned Circle at the time of submission of tender, or in

Public Works (Roads) Department Schedule of Rates for Road Works, Bridge & Culvert Works and Carriage, etc. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any, issued by the Superintending Engineer, Bridge Planning Circle, or in

Latest edition of the book of 'Specification for Road and Bridge Works' of the M.O.R.T. & H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works and relevant I.S. Code.

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

The word "Engineer-in-Charge" means the Executive Engineer, P.W. Directorate of the concerned Division. The word "Department" appearing anywhere in the tender documents means P.W. Department, Government of West Bengal, who have jurisdiction, administrative or executive, over part or whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

3) Terms & Conditions in extended period:

As per Clause 5 of W.B.F. No. 2911 (ii) if an extension of time for completion of the work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated upto the extended period.

4) Co—operative with other agencies, damages and safety of road users:

All works are to be carried out in close co-operation with the Department and other contractor(s) that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality, etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge, are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

5) Transportation arrangement:

The contractor shall arrange for all means of transport required for carriage and supply of materials and also the materials required for the construction work. The contractor must consider this aspect while quoting rate.

Seal and Signature of the Tenderer.

Geneal Manager (Engg)-IV,
WB HIDCO

6) Contractor's Site Office:

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

7) Incidental and other charges:

The cost of all materials, hire charges to tools and plants, labour, Corporation / Municipal fees for water supply, royalty for 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 and other charges like Sales Tax (Central and/or State), Income Tax, Octroi Duty / Terminal Tax, Turnover Tax, VAT, etc. will be deemed to have been covered by the rates quoted by the contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-Charge of the work. No extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

8) Authorised Representative of Contractor:

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

1) General day to day management of work.

2) To give requisition for departmental materials, Tools & Plants, etc. and to receive the same and sign hand receipts thereof.

3) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

The selection of the authorised representative shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative whom he wants to appoint and the specific purposes as specified here-in-above, for which the representative will be authorised. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall not be bound to assign any reason for his revised directions. Any notice, correspondences, etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor.

4) Power of Attorney:

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

5) Extension of time:

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants, etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of W.B.F. No.2911 (ii).

6) 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 floor is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Cement, which is found at the time of use to have been damaged, shall be rejected and must immediately be removed from the site by the contractor as per direction of the Engineer-in-Charge.

7) Arrangement of Land:

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

8) Use of Government Land:

Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-Charge will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority. The contractor shall make his own arrangements for storage of tools, plant, equipments, materials, etc. of adequate capacity and shall clear and remove on completion of work, the shed, huts, etc. which he might have erected in Government land. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

9) Work Order Book:

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

Cases of supplementary items or any 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:

1) Name of the Work.
2) Reference to contract number.
3) Contractual rate in percentage.
4) Date of opening of the Work Order Book.
5) Name and address of the Contractor.
6) Signature of the Contractor.
7) Name & address of the Authorized representative (*if any*).
8) Specific purpose(s) for which the contractor's representative is authorized to act on behalf of the Contractor.
9) Signature of the authorized representative duly attested by the Contractor.
10) Signature of the Sub-Divisional Officer / Assistant Engineer concerned.
11) Date of actual completion of work.
12) Date of recording final measurement.

Entries in (xi) & (xii) 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.

13) Clearing of Materials:

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structure or obstruction including pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

14) Sundry Materials:

The contractor must erect temporary pillars, master pillars, etc. as may be required in suitable places as directed by the Engineer-in-Charge at his own cost before starting and during the work by which the departmental staff will check levels, layout of different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodalite etc. and other sundry material like, pegs, strings, nails, flakes, instruments, etc. and also skilled labour required for setting out the levels, laying out different structures, etc. shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost.

15) Supplementary / Additional items of Works:

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

1) 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.
2) Rate of supplementary items shall be analysed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D. and P.W. (Roads) Department schedule of rates of probable items of work as will be in force at the time of N.I.T.
3) If the rates of the supplementary items cannot be computed even after application of clauses stated above, the same shall be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (both together) @ 10% (*ten percent*) will be allowed only. The contractual percentage will not be applicable.
4) Black market rates shall never be allowed.
5) Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses C. 17 (a) and C. 17 (b) stated above only.
6) 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.

7) Covered up works:

When one item of work is to be covered up by another item of work the latter item shall not be done before the former item has been measured up and has been inspected by the Engineer-in-Charge or the Sub-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. If 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.

8) 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.

9) Water and Energy:

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

10) Amenities for contractors:

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

11) Drawings:

All works shall be carried out in conformity with the drawings supplied by the Department. The Contractor shall have to carry out all the works according to the departmental General Arrangement Drawing and Detail Working Drawings to be supplied by the Department from time to time.

12) 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.

13) 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.

14) 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.

15) Idle labour & additional cost:

Whatever may be the reason for claim on idle labour, enhancement of labour rate, additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight, etc. would not be entertained under any circumstances.

16) Charges and fees payable by contractor:

1) The contractor shall received all notices and pay all fees required to be given or payable to by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the Department free against all penalties and liabilities of every kind for breach of such statute regulation or law.

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

3) 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.

4) Realization of Departmental claims:

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

5) Compliance of different Acts:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge of the work may at his discretion, take necessary measure over the contract.

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

The contractor shall be bound to furnish the Engineer-in-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures over the contract.

6) Safety, Security and Protection of the Environment:

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

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

5) Commencement of work:

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

6) 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.

7) Setting out of the work:

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work. If any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor of his responsibility for correctness and rectification thereof.

8) 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.

9) 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.

10) 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.

11) Procurement of materials:

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

12) Rejection of materials:

All materials brought to the site must be approved by the Engineer-in-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-in-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to any claim for any loss or damage on that account.

13) Implied elements of work in items:

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

14) 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.

15) Issue of Departmental Materials:

Departmental materials will not be issued under any circumstances.

16) Force Closure:

In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred thereof by him but not for any losses.

17) Tender Rate:

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender clause. **No conditional rate will be allowed in any case.**

18) Delay due to modification of drawing and design:

The contractor shall not be entitled for any compensation to any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.

19) Additional Conditions:

A few additional conditions under special terms and conditions:

1) Rate quoted shall be inclusive of clearing site as per direction of the Engineer-in-Charge.

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

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

4) The Contractor is to display caution board at his own cost as per direction of Engineer-in-Charge.

5) Deep excavation of trenches and left out for days shall be avoided.

6) Labour welfare CESS will be deducted @ 1% (*one percent*) of gross bill value as per rule.

7) The whole work will have to be executed as per departmental drawings available in this connection at the tender rate.

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

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

10) Royalty:

The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, Moorum, gravel, etc. to the Engineer-in-Charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorised quarry holder or commercial establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Engineer-in-Charge failing which necessary deduction from the dues of the contractor may be made as fixed by the Engineer-in-Charge.

11) Night Work:

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons, the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatsoever in this respect will be made to the contractor.

SECTION – D

Specification of Works

1) General:

The information given hereafter is without any prejudice. The intending bidders should satisfy themselves regarding the latest conditions of the site and its surroundings by personal check and investigation.

2) Name of Work:

As mentioned in N.I.T.

3) Scope of Work:

The Work shall, interalia, broadly consist of:-

1) Works as mentioned in specific Priced Schedule of probable items of work.

2) Location of Work site:

As mentioned in N.I.T.

3) Working condition:

During execution of work, contractor will remain responsible for providing unhindered passage to traffic on road adjacent to site, providing lighting and guarding arrangement during night for safety and no extra cost will be paid on this account.

It is to be noted that there will not be any electrical facility at work site. Bidder should make his own arrangement for water, necessary power of lighting, welding, running of pumps etc. and the cost for such arrangement shall be deemed to have been included in the rates quoted by the bidder.

Work shall have to be executed in accordance with the rules and regulations in vogue of Government of West Bengal and local authorities.

4) Specifications:

Details of Specifications to be followed in the Proposed Construction are given here-in-after, in the Price Schedule.

5) Codes of Practice:

Latest editions of the Indian Standard Specifications and codes of practice – some of which are mentioned below and as per departmental schedule of rates as mentioned in Sl. No. C. 1. of special terms & conditions of contract of bid documents (*Section – C*) are to be followed during execution of the works.

i.	IS 456	:	Code of Practice for plain and reinforced concrete.
ii.	IS 800	:	Code of practice for general construction in steel.
iii.	IS 2751	:	Code of Practice for Welding of Mild Steel Plain and Deformed Bars for Reinforced Concrete Construction.
iv.	IS 383	:	Specification for coarse and fine aggregates for natural sources for concrete.
v.	IS 432	:	Mild steel and medium tensile steel (Part-I) bars and hard drawn steel wire for concrete reinforcement.
vi.	IS 4990	:	Indian Standard Specification for concrete shuttering works.
vii.	IS 2911	:	Code of practice for design and construction of pile.

viii. IS 1904 : Code of practice for design and construction of foundations in soils.

ix. IS 2750 : Specification for Steel Scaffoldings.

x. IS 1161 : Specification for steel tubes for structural purposes.

xi. IS 3764 : Safety Code for excavation work.

6) Salient Features of Project:

i. As per B.O.Q.of work.

7) **Detailed Specification:**

1) **Materials for civil work / structures:**

All materials to be used for structure must be procured, stored and tested before use conforming to respective Clauses of prevailing codes of practice.

1) **Cement:**

O.P.C. conforming to IS 12269 and P.P.C. conforming to IS 1489 shall be used.

2) **Coarse aggregate:**

Coarse aggregate shall conform to the specifications laid down in IS 383.

3) **Fine aggregate:**

Fine aggregate shall conform to the specifications laid down in IS 383.

Samples of coarse and fine aggregates proposed to be used by the Contractor must be deposited with the Engineer-in-Charge for his approval. The Samples shall be fair indications of the general quality and shall be delivered in 3 (three) nos. 450 GMs bottles.

On approval of samples one set will be retained by the Engineer, one set shall be sent to his representative at site of works and the third set shall be returned to the contractor for keeping in his site office. Any consignment which in the opinion of the Engineer-in-Charge does not conform with the approved samples should be, if so directed, immediately removed by the Contractor at his own cost.

4) **Water:**

Water shall be potable, free from any harmful chemicals or suspended materials.

5) **Steel Reinforcement:**

All steel reinforcement shall conform to the provisions contained in IS 1786-1987. For reinforced concrete work in any part of the structure the provisions of IS 456-2000 will apply.

6) **Structural Steel work:**

Structural steel shall conform to IS 226.

7) **Structural Steel work:**

Structural steel shall conform to IS 226.

8) **Concrete:**

Concrete must be produced and laid conforming to relevant clauses of IS 456. When concrete is specified by strength, it is termed as "Design Mix Concrete" or "Grade of Concrete". Such concrete is that in which the design of mix. i.e. determination of the proportions of cement, aggregates and water is arrived at to have a Target Mean strength for each grade of concrete.

1) **Mix Design:**

The Mix design shall be done by the contractor as per IS 10262 (Recommended guide lines for mix design) and I.S. SP-23 (S&T) - 1982 (Hand Book on concrete Mix) and I.S. 383-1970.

However, for guidance it is to be noted that the mix and water cement ratio shall be arrived at after preliminary tests which shall be done as per relevant clause of IS 456.

The Engineer-in-Charge will approve the final design and job mix in accordance with stipulations of IS 456. The Contractor shall stick to the job mix formula approved by the Engineer-in-Charge. However, the same may be modified only with specific written permission of the Engineer-in-Charge.

2) **Admixture:**

To improve the workability of concrete and cement grout, admixtures conforming to I.S. 6925 and I.S. 9103 may be used on specific written permission of the Superintending Engineer. Admixtures generating Hydrogen, Nitrogen etc. shall not be used. The cost of admixtures and labour for mixing the same shall be deemed to have been included in the rates quoted for respective works.

3) **Construction Joint:**

Concreting shall be carried out continuously upto construction joints, the position and arrangements of which shall be predetermined by the Engineer-in-Charge or his representative. Any intermediate rest/pause shall also be subject to his approval. All construction joints shall have to be provided as per relevant clause of IS 456 – 2000.

4) **Curing of Concrete:**

Concrete shall be cured properly and protected from any harmful effects. Stipulations of relevant Clauses of IS 456 shall be strictly adhered to.

5) **Testing of Concrete for R.C.C. / P.C.C. Works:**

The contractor shall provide all labour, materials and appliances including cube testing machine required to make test specimens for designing concrete mix and testing the quality of concrete going into the job.

Test cube shall be prepared as per IS-1199. 150 mm cubes shall be made, cured & tested at 7 days and at 28 days for compressive strength conforming to IS-516. Strength of concrete at 7 days age can be converted to 28 days as per IS: SP-24.

The contractor shall make all arrangements and do everything necessary for proper making and curing the test specimen under the direction, supervision and control of the Engineer-in-Charge or his representatives at their cost.

The Engineer-in-Charge or his representative may at any time direct the contractor to make specimen from the concrete actually going into the job. The contractor shall forthwith comply with that direction.

6) **Acceptance Criteria of Concrete:**

Acceptance criteria shall conform to relevant clauses of IS 456.

Where the cube strength falls below the allowable strength specified and the Engineer-in-Charge on the basis of test results is satisfied that the concrete deficient in strength is acceptable, the Engineer-in-Charge shall have full power in his absolute discretion to reduce the rate as a penal measure.

7) **Reduced Rate for under-specified Concrete:**

The contractor shall remain fully liable for producing concrete of specified strength. In case the concrete is found to be acceptable as under-specified work due to deficiency in strength of concrete and is accepted by the Engineer-in-Charge reduction in rate may be applied as under.

$$\text{Percentage reduction} = \frac{\text{Design Strength} - \text{Observed Strength}}{\text{Design Strength}} \times 100$$

If the deficiency in strength of concrete is beyond tolerable limit the Engineer-in-Charge may at his discretion direct the portion of concrete certified by him so deficient in strength to be replaced by concrete of specified strength at the Contractor's cost.

The Engineer-in-Charge may also at his discretion allow deficient concrete to remain but the deduction on account of such deficiency in strength shall be made above.

8) **Additional Tests of Concrete:**

For any substandard concreting due to bad workmanship, honeycombing, bulging etc. and also due to concreting found deficient in strength, the Engineer-in-Charge may conduct additional tests, if required, in the opinion of the Engineer-in-Charge for testing the flexural strength, durability and other required parameters of the concrete on cored samples or on the newly constructed structure. The following are the examples (not exhaustive) of tests. Any number of the tests may be carried out as decided by the Engineer-in-Charge. The contractor shall arrange for the test and bear the cost of the same, as per direction of the Engineer-in-Charge. If the newly constructed concrete structure fails to attain the desired strength, durability and other properties of the concrete by any one of the tests stated in Cl. No. D. 16.1., the Engineer-in-Charge shall have discretion to get the defective portion replaced or rectified at the contractor's cost. In such cases the decision of the Engineer-in-Charge will be final and binding.

1) **Non-destructive Test Methods:**

1) **Surface hardness Tests:**
They include the William's Testing Pistol, Frank Spring Hammer, Einbeck Pendulum hammer.
2) **Rebound Test:**
Schmidt rebound Hammer.
3) **Penetration Techniques:**
These include the smitz Hammer, Split Pin and Windsor probe.
4) **Dynamic or Vibration Tests:**
These include resonant frequency and mechanical sonic and ultrasonic pulse velocity methods. They include the Sonometer, the PUNDIT equipment and unltrasonic pulse velocity measuring equipments.
5) **Magnetic Methods:**
They include the Pachometer and Covermeter.
6) **Chemical tests to obtain cement content, Aggregate / ratio and grading:**
The above tests shall be carried out by any approved laboratory or firm.
7) **Mode of Measurement for Payment of Concrete:**

Payment shall be made on volume of concrete as per recorded measurement. Cost of cement, stone chips, sand and any admixture, cost of transportation of concrete, and its placement using pumps etc. and any other allied items of work, excluding reinforcement, pre-stressing steel and other accessories shall be deemed to have been included in the rate.

8) **Shuttering:**

Form work must conform to Clause Nos.1501 to 1513 under Section 1500 of specification for road and bridge works – 4th revision published by I.R.C. Shuttering shall be of approved type with hard wood timber planks true to line with smooth surface and not less than 37.5 mm thick with 4 mm thick plywood lining over the planks. The plywood shall conform to IS 4990 – 1993. However, as an alternative, sufficiently rigid steel shuttering may be used, if so desired or approved by the Engineer-in-Charge.

All shuttering and framing must be adequately stayed and braced to the satisfaction of the Engineer-in-Charge for properly supporting the concrete during the period of hardening. It shall be so constructed that it may be removed without shock of vibration to the concrete.

Drawings showing shuttering details together with supporting design calculation in detail should be submitted by the contractor to the Engineer-in-Charge for his approval before taking up the work.

Before concrete is placed, the shuttering must be coated with an approved preparation for preventing the adhesion of the concrete to the shuttering and it is to be of such a nature and so applied that the surface of the finished concrete is not stained. Cares should also be taken that such approved preparation shall be kept out of contact with the reinforcements. The interior of all moulds and boxes must be thoroughly washed with a hose pipe or otherwise so as to be properly cleaned and free from all extraneous matter previous to the deposition of concrete.

1) **Mode of Measurement for Payment:**

Separate payment shall be made for shuttering, if not otherwise mentioned. Wherever necessary, shuttering and staging must be provided. Unless otherwise stated no payment will be made for such shuttering or staging and the cost thereof will be deemed to have been covered by the rate for relevant finished item of work. Where payment for shuttering has been specified, the rate shall be deemed to cover the cost of the necessary staging as well. Payment if any, for shuttering will be on the basis of surface area of shuttering in actual contact with concrete.

2) **Finishing of Concrete Surface:**

As soon as the shuttering has been removed, the visible surface of the concrete shall be rubbed down to perfectly smooth finish, free from all irregularities. The finish must be produced by using any of the methods specified in the specifications and codes of practice. No separate payment will be made for finishing surfaces.

3) **Steel reinforcement for structure:**

This work shall consist of furnishing and placing reinforcement of the shape and dimensions shown on the drawings and as specified in **Clause Nos. 1601 to 1609 under Section 1600 of Specifications for Road and Bridge Works 4th – revision published by IRC.**

Generally TMT bars of grade Fe 415 shall be used for the structure.

The Contractor's rate shall include the cost of reinforcements and cost of carriage for steel materials to work site, labour for cutting the bars to correct length, bending cold to shape, placing and fixing in the position as shown in drawing with black annealed wire of approved gauge securely tied at every inter-section or as directed. The contractor shall without extra charge provide all other support and fixing required and shall take precautions that all such temporary fixings are removed before the concrete is put in the mould. The contractor's rate shall also include any initial straightening of the bars if necessary and removing loose rust or scales, if any, and other incidental works in this connection. It should also include the cost of supply of black annealed wire of approved gauge required for tying reinforcement. Cost of spot or running welding as and when provided as per direction of the Engineer-in-Charge for lap splice shall be included in the rate.

1) **Mode of Measurement for Payment:**

Payment shall be made on weight of reinforcement steel including quantity for laps and splices**.**

2) **Earth Work in excavation:**

1) Specification laid down in PWD schedule of rates shall be followed.

2) **Mode of Measurement for Payment:**

Payment shall be made on the volume of earth excavated. The rate shall include cost of dumping the excavated earth within a lead of 50 M.

3) **Welding:**

Welding shall conform to the specifications laid down in relevant IS codes of practice.

N.B. Specifications of any item of works not covered here in above shall be guided by the P.W.D. / P.W. (Roads) Directorate's Schedule of Rates inforce at the time of N.I.T. and latest edition of relevant Indian Standard Specifications and Codes of Practice.