

# HOOGLY RIVER BRIDGE COMMISSIONERS



(A STATUTORY ORGANISATION UNDER GOVT. OF WEST BENGAL) HRBC BHAVAN  
ST. GEORGE'S GATE ROAD (MUNSHI PREM CHAND SARANI) KOLKATA-700 021

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## Notice Inviting E-Tender

**Memo No:- HRBC/12C-333/2024/PM(W)/05092024-1**

**Date : 05.09.2024**

**Notice Inviting E-Tender No.: HRBC/PM(W)/01/2024-25**

### **OF THE PROJECT MANAGER (WORKS), HRBC**

The **PROJECT MANAGER (WORKS), HRBC**, having office at "HRBC Bhavan, St. George's Gate Road ( Munshi Prem Chand Sarani ) Kolkata-700021" on behalf of the Governor of the State of West Bengal invites e-Tender/ e-Bid for the work detailed in the table below.

Sl No.	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Cost of Tender Document (Rs.)	Period of Completion of the work	Name of the Concerned Officer	Eligibility of Contractor
1	Re-sectioning of existing pavement and improvement of riding quality of road surface from Football Gate to Toll Plaza of Vidyasagar Setu on Kona ramp during the year 2024-25	2,45,89,831/-	4,91,797/- (Details given below)	5000/- (Details given below)	120 days from date of commencement	Jt. Project Manager (Works)	Bonafied, Resourceful outsiders

### **GENERAL CLAUSES OF NIT:**

#### **1.0 TWO BID SYSTEMS**

This NIT is of Two Bid Tender, i) Technical & ii) Financial, both to be submitted concurrently in the portal. The Bidders who will be Technically pre-qualified in respect to 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.**

#### **2.0 TENDER DOCUMENT**

In the event of e-Filing intending bidder may download the tender document from the website directly by the help of his Digital Signature Certificate & upload the same with other documents along with necessary Earnest Money electronically as mentioned in Cl 14 of NIT.(Details of which has been narrated in "Instruction to Bidders", i.e. Section-A). Where an individual person holds a digital signature certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an authorized partner of a firm, having a registered power of attorney empowered by the Board or by the firm, shall invariably

upload a copy of Registered power of attorney showing clear authorization in his favour, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the **Registration Act, 1908**.

a) Duly filled in copies of **Section- B (Forms I to V & Affidavit)** in prescribed proforma with proper signature in the relevant spaces to be uploaded electronically. **Documents in support of the information furnished in Forms I to V & Affidavit must be attached/uploaded for evaluation and the File number & page number has to be indicated in the respective column of the Form.** The lowest bidder (L1) shall submit the Hard copy of the Technical Bid & Financial Bid in Original to the **PROJECT MANAGER (WORKS), HRBC**. Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose, may be construed as an attempt to disturb the tendering process and will be dealt with accordingly including blacklisting of the bidder {Ref : Notification No.-2254-F(Y) dt 24/04/2014 of The Pr Sec, Finance Deptt and No-547-W@/1M-387/15 dated 16/11/2015 of the Jt Sec, PWD}.

b) Digitally Signed Technical Bid and Financial Bid both to be submitted concurrently in the Website <https://wbtenders.gov.in>. Tender document may be downloaded from the website. Submission of Technical Bid & Financial Bid as per the Date and Time Schedule stated in **Sl. No.12** of this NIT. The documents submitted by the bidders should be properly indexed.

### 3.0 Eligibility Criteria for Participation in the tender :-

#### i) **Credential:-**

a) The prospective bidders shall have satisfactorily completed **AS A SOLE FIRM (NOT as a sub-contractor)** during the last 5(five) years prior to the date of issue of this NIT at least one work of **similar nature of work** under the authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government and having a magnitude more than 40(Forty) percent (**30% in case of 2nd Call, 20% in case of 3rd Call**) of the of the Estimated amount put to tender of intended job.

**OR**

b) The prospective bidders shall have satisfactorily completed **AS A SOLE FIRM (NOT as a sub-contractor)** during the last 5(five) years prior to the date of issue of this NIT at least two works of **similar nature of work** under the authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government and having a magnitude each of minimum value of 30(Thirty) percent (**25% in case of 2nd Call**) of the Estimated amount put to tender of intended job.

**OR**

c) The prospective bidders should produce credential **AS A SOLE FIRM (NOT as a sub-contractor)** at least one single running work of **similar nature of work** which has been completed to the extent of 80% or more (**75% in case of 2nd Call, 70% in case of 3rd Call**) and value of which is not less than the value of 40% (**30% in case of 2nd Call, 20% in case of 3rd Call**) of the estimated amount put to tender of intended job under the authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government. In the credential certificate it should be clearly stated that the work is in progress satisfactorily & also that no penal action has been initiated against the executed agency, i.e. the tenderer {Ref: No.-03-A/PW/O/10C-02/14 dt 12/03/2015 of The Pr. Sec, PWD} [Non Statutory Documents].

**N.B.: i) Estimated amount, Date of completion of project or percentage of physical progress of works for running works, Value of Work done, Salient feature & nature of the work executed is to be mentioned in the Credential Certificate. Payment Certificate will not be treated as Credential. Credential Certificate issued by the Executive Engineer or equivalent or competent authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government will be taken as Credential. However, Credential Certificate issued to sub-contractor by Central or State Govt undertaking/Govt Enterprise shall not be accepted.**

**ii) Executed value (without contractual percentage)of completed/running work will be taken as credential.**

**iii) Work order of relevant work(s) duly authenticated by the bidder is to be submitted.**

## **ii) TECHNICAL PERSONNEL**

The prospective bidders shall have full time engaged/appointed experienced technical personnel, the minimum being one Civil Engineering Degree holder and one Civil Engineering Diploma holder (Authenticated documents in respect of Qualification and engagement shall be furnished for Technical-Evaluation). **In this respect the bidder shall upload Form No. IIIB in Section-'B' duly notarized, failing which the bid may be treated as non responsive.** [Non Statutory Documents]

iii) Pan Card, Valid Professional Tax receipt Challan, Trade Licence, Valid 15-Digit Good and Services Taxpayer Identification Number (GSTIN) under GST Act 2017, **GST Registration Certificate along with Annexure - A & Annexure - B issued by GST authority** is to be accompanied with the Technical Bid document. Income Tax Acknowledgement Receipt for assessment year (2023-2024) to be submitted. [Non Statutory Documents](Mere uploading of application for renewal/ issuance of any above stated certificates shall not be considered).

## **iv) DEBARRED AGENCY**

A person /entity that is suspended/debarred by a procuring entity shall not be allowed to participate in any procurement process under Public Works Department during the period of suspension/debarment unless the same has been revoked. A joint venture or consortium which is suspended/debarred member/s and/or partner/s as well as a parson/entity who is a member of a suspended/debarred joint venture or consortium shall, likewise, not be allowed to participate in any procurement process under Public Works Department during the period of suspension/debarment unless the same has been revoked. In this regard **clause no- 41** of 2911 shall deem to constitute a part of contract under this NIT. Technical Bid shall be treated as non-responsive if anything adverse has come to the notice of the tender inviting authority against the Firm/Agency/ bidder so far as his performance within the jurisdiction of HRBC/PWD.

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.

## **v) FINANCIAL CAPABILITY**

**Available liquid assets** (aggregate of working capital. cash in hand, uncommitted Bank Guarantees) and /or credit facilities should **not be less than 10% of the estimated cost put to tender.** In this respect, the bidder must attach necessary documents with the application. **The Bidder's Net Worth** for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.

**vi) BID CAPACITY:**

The available **Bid Capacity** at the expected time of bidding (to be calculated on the basis of prescribed format vide B.2./ Section-B ) of the prospective applicant shall not be less than the Estimated amount put to tender of intended job.

**The available Bid Capacity at the expected time of bidding (to be calculated on the basis of prescribed format SECTION – B, Form –IIA, Form – II B of the prospective applicant shall not be less than the Estimated amount put to tender of intended job.**

**Form – II A & II B in this respect is to be duly submitted along with uploaded Form- 3CB, 3CD in I.T. Portal for the last 5 financial years starting from FY 2018-19 onwards for verification of Annual Turnover. All data as mentioned in form II A, II B shall be available through UDIN verification.**

vii) Registered Unemployed Engineers' Co-operative Societies/ Registered Unemployed Labour Co-Operative Societies are required to furnish **valid Bye Law, Current Audit Report** along with other relevant supporting papers. [Non Statutory Documents].

**viii) PLANT & MACHINERY:**

The prospective bidders **should own** or **arrange through lease hold agreement** the required plant and machineries of prescribed specifications as shown in format (**Section-B, Form-IV**). (List of Required Prime machineries mentioned in a tabular form under Sl. No. 22 of the NIT)

In case of Bidder purchase the machinery from the Manufacturer/Authorised Dealer:-

*In proof of Ownership of Prime Machinery(SL No 22) of the NIT, the Bidders will have to submit :-*

- a) The scanned copy of Original Tax Invoice in favour of the Bidder
- b) The scanned copy of Original Delivery Challan in favour of the Bidder
- c) The scanned copy of Original Way Bill in favour of the Bidder

In case of Bidder purchase old machinery :-

*In proof of Ownership of Prime Machinery(SL No 22) of the NIT, the Bidders will have to submit :-*

- a) The scanned copy of Original Tax Invoice in favour of the Seller
- b) The scanned copy of Original Delivery Challan in favour of the Seller
- c) The scanned copy of Original Way Bill in favour of the Seller  
The scanned copy of original **Sale-Deed** to be furnished in Non-Judicial Stamp paper of appropriate value duly notarized) in favour of the Bidder by the Seller / Registration Certificate from R.T.O for movable Machineries in favour of Bidder.

**AND / OR**

*In proof of Lease hold Agreement, of Prime Machinery(SL No 22)the Bidders will have to submit :-*

- d) The scanned copy of Original Tax Invoice in favour of the **LESSOR**
- e) The scanned copy of Original Delivery Challan in favour of the **LESSOR**
- f) The scanned copy of Original Way Bill in favour of the **LESSOR**
- g) The scanned copy of original Lease Agreement between the Bidder &**LESSOR** for

The specific Prime Machinery clearly mentioned therein the **name of machinery, lease period Terms condition including financial terms condition, date of agreement** etc apart from other data in the prescribed format Form No IID in Section...B..

Present location of installation of main Plant and machineries and status as mentioned in specified format (vide Cl. No. B.6.1./ Section-B) has also to be disclosed. If necessary, authority/ bid evaluation committee may inspect Plant and Machineries physically or call for the original documents as proof of Ownership of the same [Non Statutory Documents]. Specified machineries shall be installed at the working site within **45 (forty five) days** from the date of Work order if the machineries are required in the very initial stage of the Work, otherwise machineries shall be installed at the working site well ahead of the actual requirement as per agency's submitted work programme. [Ref. G.O. No. 797-W(C)/ 1M-24/15 dated 06.12.2017 of the Pr. Sec., PWD.] Where **Batch type Hot Mix Plant of minimum capacity 100-120 TPH** computerized with pollution control unit is required as Prime Machinery [Details as mentioned in SI-22.], The point no (ix) of the Memorandum No. 797-W(C)/1M-24/15 dated 06/12/2017 of the Principal Secretary, PWD has been dropped and henceforth no bidder will be allowed on the basis of advance payment receipt of the manufacturer [Ref : Memo no. 402-W(C)/1M- 24/15 dated 23/12/2022 of the Secretary, PWD]

***In all cases if the bidder fails to install required plants & machineries and equipment for the instant project with the requisite time as mentioned above, the bidder shall be terminated from the instant work with forfeiture of Earnest Money and debarment proceeding shall be started against him.***

***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)***

- ix) a) **Joint Ventures will not be allowed.**
- b) **Engagement of Sub-Contractor/Subletting is not permitted.**
- x) A prospective bidder shall be allowed to participate in the 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 of his/ their bids will considered as nonresponsive for that job,*** without assigning any reason thereof.

And

***If individual entity is found to be present in more than one bidding firm for a specific SI. as a Proprietor or/ and Partner, in that case all the bids of the respective firms containing that particular entity shall be considered as non-responsive.***

- xi) A Bidder can participate for more than one job under this NIT if there be more than one work in the NIT provided Bid Capacity permits and the bidder is capable to arrange and deploy separate set of required machineries for multiple works and complete the work in specified time.

- xii) The partnership firm shall furnish (a) Registration Certificate from Register of Firms;& (b) partnership deed shall have to be registered from ADSR. and the company shall furnish (a) Incorporation Certificate & (b) the Article of Association and Memorandum. Joint Venture firm shall furnish necessary agreement in support of their participation. [Non Statutory Documents].
- xiii) Selected Agency should comply with the applicable provisions regarding engagement of job card holders registered under MGNREGA as unskilled workers in the work.

### Mismatch in Name

- xiv) *All documents uploaded by the Bidder, in support of his eligibility/credential for Pre-qualification to participate in this Tender should be same and identical with Digital signature certificate(DSC). Minor mismatch like “M/S”, “Kr/Kumar”, “Co-Op/Co-Operative” etc has to be legalised/authenticated by the Bidder by uploading of proper Affidavit(duly Notarized) in this regard.*

4. The prospective bidder, if awarded, shall establish field testing laboratory equipped with requisite instruments in conformity with relevant code of practice & as per SECTION.-120 of specifications of Roads and Bridge works 5th revision of **MORT & H and** shall engage technical staff according to the requirements of works to be executed.

5. The selected bidder, during execution of the job may not get a running payment unless the gross amount of running bill would reach **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 frequencies of payment are to be treated as superseded.

6. a) The intending bidders are required to fill in the rates and amounts for all items described in BOQ in the following manner: they shall download the template (ExcelSheet) for BOQ, duly fill it up with their offered rate (%below/at par/%above) in the space marked and upload the same digitally signed.

The rates in the priced BOQ are exclusive of GST and Labour Welfare Cess. The contractor's quoted rate shall be deemed to have included all duties, taxes and other levies including Educational Cess etc., as imposed by Govt. of India & Govt. of West Bengal valid on date of bidding, payable by the Contractor under the Contract, or for any other cause. HRBC will not make any payments towards taxes, duties, levies etc for the entire contract period except GST and Constructional Labour Welfare Cess. GST and Labour Welfare Cess will be provided by HRBC as applicable. Constructional Labour Welfare Cess @ 1% (one per cent) of the value of work and GST as applicable shall be recovered from every bill of the contractor. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

b) Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act 2017.

c) Deduction of Security Deposit: As per clause 1 of 2911. No interest will be paid on security deposit.

**7. PRICE ADJUSTMENT/PRICE PREFERENCE**

- i) 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 for the job/ jobs included in this NIT. Since the B.O.Q./B.O.Q.s are based upon the Schedule of Rates of Road & Bridge Works-2018, Vol- III of Combined SOR of PWD(WB) w.e.f. 30.08.2018 with upto date Addenda & Corrigenda the bidder shall quote their rate (percentage above/ below/ at par) over the total estimated cost accordingly considering that no escalation and/ or price adjustment will be allowed by the department thereto under any circumstances.
- ii) No Price preference will be allowed for the Work under this NIT.* {Ref: Fin no :8648-F(Y) Dated 12/10/2012}.

**8. MOBILISATION ADVANCE**

**No Mobilisation Advance and Secured Advance will be allowed.**

9. 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.

**BID VALIDITY**

10. **BID shall remain valid** for a period of 120 days (One Hundred Twenty Days) from the last date of submission of Financial Bid/ Sealed Bid. If the Bidder withdraws the Bid during the period of Bid validity his Earnest Money Deposit will be forfeited.
11. All materials required for the proposed job/ jobs as mentioned in the list of works including bitumen (all grade), bitumen emulsion, PMB, cement & steel shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufactured accordingly and shall be procured & supplied by the agency at their own cost including all taxes. Authenticated evidence for purchase of bitumen, bitumen emulsion, polymer modified bitumen, cement and steel are to be submitted along with challan and test certificate at the time of procurement for use against the awarded job. In the event of further testing opted by the Engineer-in-Charge all cost of such additional testing from any Government approved Testing Laboratory shall have to be conducted by the agency at his/ their own cost. Only paving grade bitumen of I.O.C.L/ B.P.C.L/ H.P.C.L (from nearest depot) will be permitted as **Straight run Bitumen**, if not mentioned otherwise. Polymer modified bitumen is also to be procured from IOCL/BPCL/HPCL.

**12. Date & Time Schedule :-**

Particulars	Date & Time
1. Date of Publishing NIT & Tender Documents	<b>05/09/2024</b>
2. Document Sale/Download Start Date	<b>06/09/2024 from 2.00 p.m.</b>
3. Pre Bid Meeting with the intending tenderers	<b>10/09/2024 at 2.00 p.m.</b> at the Chamber of The CHIEF PROJECT MANAGER , HRBC
4. Bid Submission/Upload Start Date	<b>12/09/2024 from 2.00 p.m.</b>
5. Bid Submission/Upload End Date	<b>27/09/2024 upto 2.00 p.m.</b>
6. Date of opening of Technical Proposals	<b>30/09/2024 at 2.00 p.m.</b>
7. Date of opening of Financial Bid/ Proposals	To be notified at the time of publishing List of Technically Qualified Bidders in the web portal only.

N.B. i) **Maximum 2 (two) representatives** of each prospective bidders shall be allowed to participated in Pre-Bid meeting **on production of authorization letter** from bidder. During the Pre-Bid Meeting, the bidders may seek clarification and offer suggestion for consideration.

ii) The bidders are requested to submit Pre-Bid quarries in writing (word/excel format), to reach the TIA not later than **24 hour before the scheduled date and time Pre-Bid Meeting** from their official email to "[ampmw13@gmail.com](mailto:ampmw13@gmail.com)" reply will be given only to the written quarries so submitted.

iii) In the event of the specified date of **Pre-Bid Meeting or opening of the Technical/Financial bids** as mentioned above being declare a holiday by Govt. of West Bengal or the office of Govt. Of West Bengal being closed on any account, the event of specified date will be extended to the next working day.

## ARBITRATION

- 13 There is no provision of Arbitration clause. However, there is a provision of a **Dispute Redressal Committee** under the clause of 25 of 2911.

Clause 25 of West Bengal Form No. 2911 is modified vide notification no. 8182-F(Y) dated 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 the specifications, 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, instructions, 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 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 (fifteen) days request the Chairman of the Dispute Redressal Committee 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.

The Dispute Redressal Committee of HRBC is constituted with the following officials as members:

1.	Additional Chief Secretary / Principal Secretary / Secretary of the PWD, Govt. of W.B.	Chairman
2.	Joint Secretary / Deputy Secretary of the PWD, Govt. of W.B.	Member
3.	Advisor (Engineering / Works) to the Vice Chairman, HRBC	Member
4.	Chief Project Manager, HRBC	Member Secretary and Convenor
5.	FA & CAO, HRBC	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

**14. Earnest Money:** i) In every case of open e-tender an earnest money amounting to 2% of the estimated value of the work put to tender shall be required to be deposited by every tenderer (except State Govt Enterprises who are exempted as per rule. Ref: 430(3)-W(C)/1M-208/15 dt 31/08/2015 of Jt Sec, PWD) along with each tender (Ref: Gazette Notification No 137/1-A/PW/O/10C-02/14 Dated 24/04/2014). Earnest Money is to be submitted electronically: online- through net banking enabled bank account, maintained at any listed bank through ICICI Bank Payment Gateway or: offline- through any bank by generating NEFT/RTGS challan from the e-tender portal as per provision as contained in G.O No-3975- (F)Y dated 28/07/2016 of the Sec to the Govt of W.B. Finance Deptt. Intending bidder will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate (DSC) and may transfer the EMD from their respective Bank as per the Beneficiary Name & account no, amount, beneficiary bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e- Procurement portal. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of payment of EMD. Bidders shall not have to pay the cost of tender documents for the purpose of participating in e tendering, however, only the successful Bidder will be required to deposit cost of Tender Document (Technical, Financial Bid documents, 2911(ii) & others Annexure), in the shape of Cash or Bank Draft / Pay Order, issued by the bank which is authorised to conduct Government business in West Bengal by Reserve Bank of India as notified by State Government from time to time and any other Bank which has been authorised by the State Government, drawn in favour of HRBC before executing formal agreement.(Ref: PWD No 199-CRC/2M- 10/2012 Dated 21/12/2012 & 24-A/2D-13/2010 Dated 31/01/2014).

Bidders eligible for exemption of EMD as per Govt of WB order mentioned above may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statutory documents **EMD challan shall be uploaded by the bidder.**

**15. A)** The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Bidder's own expense.

B) It is to be noted that the agency will have to constantly maintain liaison with police authority/ local administration for getting different permission/assistance for this work for which no extra payment will be made to the contractor. He/she should quote his/her rate accordingly. Also there will be no extra payment for night work, if not stated otherwise.

C) Reputed Civil Engineers may be engaged to act as Highway Project Monitor. The Highway Project Monitor will assist the Engineer in charge to monitor the project, checking the quality and quantity of works etc. Highway Project Monitor or any persons authorized by Engineer in Charge shall at all reasonable time have access to the site, all plants and all places where materials are being manufactured and tested. The Contractor shall afford every facility and every assistance in obtaining the right to such access.

D) Third Party quality audit may also be conducted for quality monitoring as per sole discretion of the Engineer in Charge.

E) PWD SOR Vol-III 2018 w.e.f 30/08/2018 with 10th Addenda & Corrigenda as mentioned in CI-7 and latest edition of the book of name 'Specification for Road and Bridge Works' of the M.O.R.T.&H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the

specification of various works shall deem to constitute a part of contract under this NIT.

16. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. **HRBC** reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at any stage of Bidding.
17. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned against Sl.No.3 and Section-A, i.e., 'Instructions to Bidders' before bidding.

**Provision of Defect Liability Period & Refund of Security Deposit :**

18. There will be a "Defect Liability Period" of 5 years for this work. The security deposit will be released phase wise as detailed in Clause-17 below.

Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following as per G.O. no. 5784-PW/L&A/2M-175/2017 dt. 12/09/17:

Clause 17- If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or despritroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being

executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer- in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

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

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

- (i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.
- (b) For work with one year Defect Liability Period:
  - (i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
- (c) For work with three years Defect Liability Period:
  - (i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
  - (ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
- (d) For work with five years Defect Liability Period:
  - (i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
  - (ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
  - (iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,

**Explanation:**

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

- (i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.
- (ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- (iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- (iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

“The word ‘Government’ means the Hooghly River Bridge Commissioners (HRBC)”

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014 and G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.

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

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Hooghly River Bridge Commissioners payable at Kolkata on behalf of the contractor.
2. The Bank Guarantee will remain valid for the Defect liability period/Security period as per contract of the work.
3. The Bank Guarantee will be submitted as per Format attached in Annexure–II. The Engineer-in- Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:

4.1. For work with 3 (three) months Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 3 (three) months from the actual date of completion of the work.

4.2. For work with 1 (one) year Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 1 (one) year from the actual date of completion of the work.

4.3. For work with 3 (three) years Defect Liability Period:

4.3.1. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 2 (two) years from the actual date of completion of the work;

4.3.2. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 3 (three) years from the actual date of completion of the work.

4.4. For work with 5 (five) years Defect Liability Period:

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

4.4.2. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 4 (four) years from the actual date of completion of the work;

4.4.3. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 5 (five) years from the actual date of completion of the work.

19. 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.
20. **No Conditional/ Incomplete Bid/ Tender** will be accepted under any circumstances.
21. All intending bidders are requested to remain present in the chamber of the **PROJECT MANAGER (WORKS), HRBC** during opening of the Financial Bid, to witness the tender opening procedure.
- 22.

**LIST OF PRIME MACHINERIES :**

Name of the prime machineries	Minimum Nos of machineries required	Remarks
1. Wet Mix Macadam Plant 2. Drum Mix Type HMP 60-90 TPH 3. Hydrostatic paver finisher with sensor control 4. 12-15 tonne weight pneumatic tyre roller 5. Vibratory roller of minimum static weight of 8-10 tonne	01( One ) No. each	Proper tax invoice, delivery challan, and e-way bill shall be uploaded.

**N.B** *Maximum age of Hot Mix Plant both in Batch Type and Drum Type, Paver Finisher, Concrete Batching and Mixing Plant, Concrete Mixer with integral weight batching facility, Concrete Paver, Vibratory Roller shall be 10 (ten) years as on the date of publication of e-NIT. It may be extended up to 15 (fifteen) years, after getting fit certificate from the manufacturer and this certificate shall be produced at the time of submission of bid. All other machineries and equipments shall be in running condition. (Ref: No- 242-ENC/2023 Dated: 30/03/2023 of the Engineer-in-Chief, Public Works Department, Govt. of West Bengal)*

Apart from these Prime Machinery listed above, the bidder shall have to arrange for every necessary machineries( e.g, soil excavator, soil compactor, Smooth Wheeled Roller, Concrete Mixer, Bitumen Sprayer, Vibrator, Hydraulic Broom, survey equipments etc), tools & plants in sufficient numbers for the intended job as per satisfaction and direction of the Engineer-in-Charge for executing the work as per specification.

23. *The procedure and guidelines for accepting the bids under different situation covering all the aspects of tender outcome shall be followed as per Memorandum no. 2320-F(Y) dated 7th June, 2022 of Principal Secretary to the Govt of West Bengal*
24. **HRBC** reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained. At any stage of bidding or even after award of contract if any inadvertent typographical mistake is found in the BOQ or any other tender document, the same will be so corrected as to conform to the prevailing relevant Schedule of Rate and/ or Technically Sanctioned Estimate or any other document as the case may be.

**PENAL ACTION**

25. *During scrutiny or at any stage of bidding or even after award of contract, if it comes to the notice to tender inviting authority that the credential or any other papers are incorrect/manufactured/fabricated, that bid will be considered as non-responsive and out rightly rejected & the firm/company shall also be liable to be 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. Action will also be taken as per provision of clause 41 of 2911.*

**All documents/papers uploaded/submitted by the bidder must be legible failing which the bid will be summarily rejected without assigning any reason thereof.**

26. List of Pre-Qualified Agencies will be uploaded only in the web portal. In case there is any objection regarding the result, that should be lodged to the Chairperson of the Bid Evaluation Committee i.e. the **Chief PROJECT MANAGER, HRBC** within 48 (forty-eight) hours from the publication in e-Portal and beyond that period no objection will be entertained by the Bid Evaluation Committee. The objection is to be submitted to the e-mail id- [ampmw13@gmail.com](mailto:ampmw13@gmail.com). Financial Bid will be opened within a short period after such publication. Therefore Bidders are requested to view the Tender Status on a regular basis.

#### **VERIFICATION OF DOCUMENTS**

27. Before issuance of the work order, the competent authority may verify the credential & other documents of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is either manufactured or false in that case, work order will not be issued in favour of the bidder under any circumstances and the firm/company shall also be liable to be 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.
28. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:-
- a. Printed Tender Form, i.e. W.B.F. 2911 .b) Special terms and conditions. c) Technical bid.
  - d) Financial bid. E) Notice Inviting Tender.

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the work schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

#### **29. Additional Performance Security in Road / Building Projects**

The Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidder, if the accepted bid value is 80% or less of the Estimate put to tender. 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 the 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 and other necessary actions as per NIT like blacklisting of the contractor etc, may be taken. The said Bank Guarantee shall be valid upto the end of the Successful completion of the work and shall be renewed by the agency accordingly, if required. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the Contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security. [Ref: No- 4608-F(Y)dt.18/07/2018& of the Add. Chief Sec. to the Govt. of West Bengal, Finance Department ].

Even if the accepted bid value is just 20% less than the estimated amount put to tender then as per G.O. No-4608-F(Y) dated 18/07/2018 of Finance Deptt Additional Performance Security to the tune of 10% of the tendered amount shall have to be submitted.

#### **30. Pollution Control Measure**

The successful bidder who will be awarded the work shall have to comply the stipulation of G.O. No-1M-21/2017/06-R/W(N) dated 16/06/2017 of the Jt Sec (P&C), PWD in order to avoid air pollution during construction activities.

**Preventive measures to be taken:**

1. Wrapping of construction area / buildings with geo-textile fabric, installing dust barriers, or other actions, as appropriate for the location.
2. Applying water and maintain soil in a visible damp or crusted condition for temporary stabilization.
3. Applying water prior to leveling or any other earth moving activity to keep the soil moist throughout the process.
4. Limiting vehicle speeds to 15 mph on the work site.
5. Cleaning wheels and undercarriage of haul trucks prior to leaving construction site.
6. Applying and maintaining dust suppressant on haul routes.
7. Applying a cover or screen to stockpiles and stabilize stockpiles at completion of activity by water and maintain a dust palliative to all outer surface of the stockpiles.
8. Stabilizing surface soils where loaders, support equipment and vehicles should operate by using water and maintain surface soils in stabilized condition where loaders, support equipment and vehicles will operate.
9. Stabilizing adjacent disturbed soils following paving activities with immediate landscaping activity or installation of vegetative or rock cover.
10. Maintaining dust control during working hours and clean track at the end of the work shift / day.
11. Stabilizing sloping surfaces using soil binders until vegetation or ground cover can effectively stabilize the slope.
12. Disposal of debris in consultation with the local authorities following proper environmental management practice.
13. During construction work, including cutting of marbles, ambient noise level should not exceed more than 65 dB(A).

**31. The Earnest Money may be forfeited –**

- a) If the Bidder withdraws the Bid during the period of Bid validity.
- b) In case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the agreement.
- c) During scrutiny or at any stage of bidding or even after award of contract, if it is come to the notice to Tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated.
- c) If the bidder fails to submit the Additional Performance Security (if any) within seven working days from the date of issuance of Letter of Acceptance.
- d) If the bidder fails to install plant & machineries within 45 (forty-five) days from the date of issue of the Work-order.

**32. Shifting of Electrical Utility Services**

- i) The civil contractor shall, in accordance with applicable laws and with assistance of the department, execute shifting of electrical utilities to an appropriate location for alignment, if such utility or obstructions adversely affect the execution of the civil works, through any enlisted erection contractor/ agency of WBSEDCL. If the civil contractor himself is enlisted with WBSEDCL, he may execute the shifting work himself under the supervision of WBSEDCL.
- ii) A programme of work schedule in detail will have to be submitted prior to commencement of the work so that WBSEDCL can arrange for necessary supervision.
- iii) The materials/ equipment's to be utilized in the shifting work must conform to the specifications and drawings of WBSEDCL and as per its approved General Technical Particulars.
- iv) The dismantled distribution transformers etc. are to be returned to the stores of WBSEDCL.
- v) The services to the existing consumers will not be allowed to get affected for such shifting works without prior approval of the WBSEDCL.
- vi) The actual cost of such shifting, as approved and communicated by WBSEDCL, shall be paid by the civil

contractor and reimbursed by HRBC to the contractor once he raises bill paid by him as approved by WBSEDCL.

### **33. Qualification Criteria**

The Tender Inviting 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**

Apart from what is mentioned in different clauses in this NIT all documents submitted by the bidder should be self certified and digitally signed.

*If any document submitted by a bidder is found to be either fabricated, tampered or false, in such cases, the eligibility of the bidder will be out rightly rejected at any stage without any prejudice and the firm/company shall also be liable to be 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 or Security Deposit as the case may be and also may be Debarred for participating in tender of this department for a period as determined by the department as per provision of clause 41 of 2911.*

**Project Manager(Works)**

**HRBC**

**Memo No:- HRBC/12C-333/2024/PM(W)/05092024-1/1(3)**

**Date : 05.09.2024**

Copy forwarded for favour of his kind information to:-

- 1) The Vice Chairman, HRBC
- 2) The Secretary , PWD
- 3) The Secretary, HRBC

**Project Manager(Works)**

**HRBC**

**Memo No:- HRBC/12C-333/2024/PM(W)/05092024-1/2(20)**

**Date : 05.09.2024**

Copy forwarded for information and wide circulation through his office NOTICE BOARD to:-

- 1) The Sabhadhipati, Howrah Zilla Parishad.
- 2) The Chief Project Manager, HRBC
- 3) The FA & CAO, HRBC
- 4) The Chief Engineer, P.W.D, (H.Q.), Govt of West Bengal, Nabanna, Howrah.
- 5) The Chief Engineer, P.W.(Roads)DTE, (H.Q.)/South Zone, Govt of West Bengal.
- 6) The District Magistrate, Howrah District
- 7) The Superintending Engineer, Southern Highway Circle/Eastern Highway Circle/Nabanna Circle, PWD/Southern Circle, PWD/Eastern Circle, PWD
- 8) The Executive Engineer, Howrah Division PWD/Howrah Construction Division PWD/South 24 Parganas Highway Division/Barasat Highway Division-I/Howrah Highway Division.
- 9) The Jt. Project Manager, HRBC
- 10) The Executive Engineer, IT Division PWD
- 11) Notice Board, HRBC

**Project Manager (Works)**

**HRBC**

**SECTION-A**  
**INSTRUCTIONSTO BIDDERS**

**Statutory warning:** *If any document submitted by a bidder is found to be either fabricated, tampered or false, in such cases, the eligibility of the bidder will be out rightly rejected at any stage without any prejudice and the firm/company shall also be liable to be 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 or Security Deposit as the case may be and also may be Debarred for participating in tender of this department for a period as determined by the departments per provision of clause 41 of 2911.*

**A.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.

**A.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 web portal of public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

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

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate(DSC) for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token. Bid may be treated as non-responsive if Name of the company/firm differs from DSC to any of the submitted documents. Minor mismatch like "M/S", "Kr/Kumar", "Co-Op/Co-Operative" etc. has to be legalised/authenticated by the Bidder by uploading of proper Affidavit(duly Notarized) in this regard.

**A.4. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2(b), using the Digital Signature Certificate. *This is the only mode of collection of Tender Documents.***

**A.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/Bids will be rejected for that job. And

***If individual entity is found to be present in more than one bidding firm for a specific Sl. as a Proprietor or/ and Partner, in that case all the bids of the respective firms containing that particular entity shall be considered as non-responsive.***

A Bidder can **participate for more than one job** under this NIT if there be more than one work in the NIT provided Bid Capacity permits and the bidder is capable to arrange and deploy separate set of required machineries for multiple works and complete the work in specified time.

**A.6. Submission of Tenders.**

General process of submission: Tenders are to be submitted through online to the website stated in Sl. 2 of NIT in two folders at a time for each work, one in Technical Proposal & the other in 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). Documents only in **pdf** format are to be submitted. In the event of e-Filing intending bidder may download the tender document from the website directly by the help of his Digital Signature Certificate & upload the same with other documents along with necessary Earnest Money as mentioned in Cl. 14 of NIT & same is to be documented through e- Filing. Where an individual person holds a digital certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an authorized partner of a firm, having a registered power of attorney

empowered by the Board or by the firm, shall invariably upload a copy of registered power of attorney showing clear authorization in his favour, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the **Registration Act, 1908**. All documents/papers uploaded/submitted by the bidder must be legible.

**A.6.1. Technical proposal**

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

**A.6.1.1. Statutory Cover Containing**

- i. Electronically transferred Earnest Money as prescribed in the NIT against each of the serial of work.
- ii. NIT, Special Terms & Condition in NIT, Special Specification for Road Works in NIT, with All Corrigendum and addendum, if any. (**Download & upload the same Digitally Signed**).
- iii. Tender form No. 2911(ii), (**Download & upload the same Digitally Signed except quoting rate, quoting rate will only be encrypted in the B.O.Q. under Financial Bid. In case of quoting any rate in 2911 the tender will be liable to be summarily rejected**).

**A.6.1.2. Non Statutory Cover Containing**

- i. Prequalification Application (Application for the Work..... NIT No. ...Sl. No. ....) (Sec-B, Form – I)
- ii. Financial Statement (Section – B, Form – II).
- iii. Affidavit (Ref:- format for general AFFIDAVIT – “Y” (SECTION- B).
- iv. Valid Professional Tax(PT) deposit receipt/challan, Pan Card, ITR /Sahaj for the Assessment year **2023-2024**, Valid 15-Digit Good and Services Taxpayer Identification Number (GSTIN) under GST Act 2017 , Trade Licence.
- v. a) FOR Private limited company /Limited company Incorporation Certificate under Company Act.  
b) Article of Association & Memorandum.  
b) Registered power of Attorney required for uploading the tender for Partnership Firm and Private Ltd. Firm failing which tender will be rejected.
- vi. Registration Certificate from Register of Firms and Registered Partnership Deed by ADSR.
- vii. i) Registered power of Attorney required for uploading the tender for Partnership Firm and Private Ltd. Firm failing which tender will be rejected.  
ii) Minutes of the meeting authorizing to upload the NIT along with Registered Power of Attorney for Engineer Co-op Society Ltd and Labour Co-Operative Society Ltd failing which tender will be rejected.
- viii. Bye laws are to be submitted by the Registered Labour Co-Op(S), Engineers’ Co.-Opt.(S)
- ix. List of machineries possessed by own along with authenticated copy of invoice, challan& waybill  
Ref.:- Sl.No. 3(viii) & 22 of this NIT (Section –B, Form IV).
- x. List of laboratory Instrument along with authenticated Invoice & Challan.(Ref.:- Sl.No. 22 of NIT)
- xi. List of Technical staffs along with structure & organization (Section – B, Form – III).
- xii. Scanned copy of Original Credential Certificate for is to be furnished.(Ref. Sl.No. 3(i) of this NIT. (Section – B, Form – V).

Note:- Failure of submission of any of the above mentioned documents (as stated under A.6.1.1. & A.6.1.2.) will render the tender liable to be summarily rejected for both Statutory & Non Statutory Cover(Non Statutory Documents).

**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 click the “Technical” Folder to upload the Technical Documents.

SL No,	Category Name	Sub-category name	Details
I	Declaration	Declaration 1	1. Application
		Declaration 2	2. Financial Staement
		Declaration 3	3. Affidavit-Y and other necessary documents, if any
II	Certificates	Certificates	1. PAN
			2. Valid P TAX Challan
3. ITR-(SAHAJ) for Assessment Year 2023-24 i.e Financial year 2022-23			
		GST Registration Certificate	1. Valid 15-Digit Good and Services Taxpayer Inentification Number (GSTIN) under GST Act 2017
III	COMPANY DETAILS	Company Details	1. Proprietorship Firm (Trade Licence)
			2. Partnership Firm (Registered Partnership Deed, Trade Licence)
			3. Ltd. Company (Incorporation Certificate, Trade Licence)
			4. Society (Society Registration Copy, Trade Licence)
			5. Registered Power of Attorney
IV	CREDENTIAL	Credential 1	1. Completion Certificate which are listed in Form-V in the Tender
		Credential 2	1. Single running work which is listed in Form-V (Contd.) in this Tender, if any.
V	a) Equipment Machinerias(as per sl. 22 of NIT)		1. Authinticated copy of tax invoice, challan & waybill (in case of outside West Bengal)(machinery)
	b) Laboratory Instruments(as per sl 4 of NIT)		1. Authinticated copy of invoice, challan (laboratory equipment)
VI	MAN POWER	Technical Personnel	List of Technical Staffs alongwith structure and organization(as per NIT)
		Technical Personnel	On contract list of technical staffs alongwith structure and organization (as per NIT)

The VAT / Sales tax shall be read as GST (Goods & Service Tax) in tender online e-Procurement System of Govt. of West Bengal or wherever applicable.

#### A.6.2. Bid Evaluation Committee

i. Under the chairmanship of the Chief Project Manager, HRBC a Bid evaluation committee will evaluate the bids submitted by the bidders.

ii. Opening & evaluation of tender :-

In every case of open e-tender an earnest money amounting to 2% of the estimated value of the work put to tender shall be required to be deposited by every tenderer along with each tender (Ref: Gazette notification No 137/1-A/PW/O/10C-02/14 Dated 24/04/2014) as mentioned in Cl-14 of the NIT.

iii. Opening of Technical proposal :-

Technical proposals will be open by the PROJECT Manager (Works) along/or with his authorized representative electronically from the web site stated in Cl. No. 2 using their Digital Signature Certificate.

iv. Cover(folder) statutory documents(vide Cl. No. A.6.1.1) will be opened first & if found in order, cover(Folder) for Non statutory documents (vide Cl. No. – A.6.1.2) will be opened. If there is any deficiency in the statutory documents the tender will be summarily rejected.

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

vi. Uploading of summary list of technically qualified bidders will be made.

vii. Pursuant to scrutiny & decision of the bid evaluation committee the summary list of eligible bidder & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

viii. During evaluation the Bid evaluation committee may summon any of the bidders & seek clarification/ information 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.

**A.6.3. Financial proposal**

i. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder shall quote their rate (percentage Above/ Below/ At par) over the total estimated cost of the intended job online through computer in the space marked for quoting rate in the BOQ. Quoting rate in any other form or in any other document will render the tender liable to be summarily rejected.

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

**A.7** Financial capacity of a bidder will be judged on the basis of liquid asset and available bid capacity as mentioned in the N.I.T. to be judged from the information furnished in **FORM-I & II** (Section-B) i.e., Application (for Pre-qualification) & Financial Statement.

**A.8 Penalty for suppression / distortion of facts :**

If any document submitted by a bidder is found to be either fabricated, tampered or false, in such cases, the eligibility of the bidder will be out rightly rejected at any stage without any prejudice and the firm/company shall also be liable to be 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 or Security Deposit as the case may be and also may be Debarred for participating in tender of this department for a period as determined by the department. In this regard G.O. No-547-W(C)/1M-387/15 dated 16/11/2015 of the Jt Sec, PWD shall deem to constitute a part of contract under this NIT.

**A.9 Rejection of Bid :**

The tender inviting authority reserves the right to accept or reject any Bid and/ or 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/ Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action from tender inviting authority.

**A.1 Opening of Financial Bid :**

A.10.1. Financial proposals will be open by the Project Manager (Works), HRBC.along with/or his authorized representative electronically.

A.10.2. All intending bidders are requested to remain present in the chamber of the Project Manager (Works), HRBC during opening of the Tender, to witness the tender opening procedure.

**A.11 Award of Contract :**

A.11.1. **The Competent Authority of HRBC** will accept the lowest bid and issue work order to the lowest bidder. The notification of award (LOA & Work-Order) will constitute a part of the Contract. The **Agreement in W.B.F.No.-2911(ii)** with incorporation of all the required documents, i.e., NIT including all its addenda & corrigendum, Section- A(Instruction to Bidders), Section- B(Forms & Affidavits), Section- C(Special terms and conditions), Section- D(Technical Specification for Works) and Financial Offer on Bill Of Quantities (BOQ) **will be executed between HRBC and the successful Bidder.**

**In this contract, there is no provision of :-**

Arbitration (Ref- Sl.No.13/ NIT),  
Price Escalation Or Price Adjustment (Ref- Sl.No.7/ NIT),  
Mobilization Advance (Ref- Sl.No.8/ NIT)  
& Secured Advance Price preference (Ref- Sl.No.8/ NIT).

**SECTION-B**

**FORM -I**

**B.1. PRE-QUALIFICATION APPLICATION**

To  
Project Manager(Works)  
HRBC

**Ref: -** Tender for \_\_\_\_\_  
(Name of  
work) \_\_\_\_\_

e-N.I.T.No.: \_\_\_\_ of 2024-25 \_\_\_\_\_ (Sl. No. \_\_\_\_\_) of project Manager(Works),  
HRBC

Dear Sir,

Having examined the Statutory, Non statutory, Instruction to Bidders & NIT documents along with its Agenda & corrigendum, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me 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 LETTER HEAD OF THE FIRM IN WHICH APPLICATION IS MADE, CLEARLY MENTIONING THE ADDRESS AND CONTACT NUMBER OF THE FIRM.**

**SECTION – B****Form – II A****B.2. FINANCIAL STATEMENT****B.2.1. Name of applicant:** \_\_\_\_\_**B.2.2. Information of audited financial statements for the last year to demonstrate the current soundness of the bidder's financial position:**

- The bidder's net worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.
- Bidders, 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=(AxNx2-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 as works in progress. The projects include turnkey project/item rate contract/Construction works.

N= Number of years (i.e.,---- year) prescribed for completion of the works for which bids are invited. Please refer table for List of Schemes in page 1.

B= Financial liability of the bidder to be incurred for existing commitments and ongoing 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 projects (Turnkey projects/item rate contract /Construction works) undertaken by the Bidder during the last 5 years is as follows:

Serial No	Financial Year	Value of Engineering works undertaken w.r.t. projects ( Rs in Crore)	Updation factor.	Value updated to the price level of the year
(1)	(2)	(3)	(4)	(5)= Col 3 X Col 4
1	(2022-2023) Year-1		1.00	
2	(2021-2022) Year-2		1.05	
3	(2020-2021) Year-3		1.10	
4	(2019-2020) Year-4		1.15	
5	(2018-2019) Year-5		1.20	

ii) Maximum value of projects that have been undertaken during the F.Y -----out of the last five years and value thereof is Rs ----- Crore(Rupees-----).

iv) Net worth for the Financial year 2022-2023 is (Rs in figure) \_\_\_\_\_.

.....  
.....

Signature, name and designation of Authorised Signatory

For and on behalf of.....(Name of the applicant)

.....  
.....

Name of the Statutory Auditor's Firm/Chartered Accountant

Seal of the Audit Firm/Chartered Accountant:

(Signature, name and designation and membership No. of the authorized signatory)

UDIN No. \_\_\_\_\_

**To calculate the value of “B”**

For which bids are invited is as follows:

Sl. No.	Name of the Work / Project	Name of the Employer	Percent age of participation of Bidder in the project	Stipulated period of completion as per agreement /LOA with the start date	Value of Contract as per Agreement/ LOA  Rs._____	Value of work completed  Rs._____ -	Balance value of work to be completed  Rs._____	Anticipated date of completion	Financial liability to incurring for the said work/project during the period of the subject contract  Rs._____
1	2	3	4	5	6	7	8	9	10

.....  
 Signature, name and designation of Authorised Signatory  
 For and on behalf of  
 ..... (Name of the Applicant)

**Note:**

1. All the documents to be submitted in support of above must be duly signed and sealed by the applicant/bidder and authenticated by Statutory Auditor’s Firm.
2. Financial Year 2022-23 will be considered as year – 1.

**Form – II B**

**(This form must be submitted in the Letter Head Chartered Accountant Firm)**

This is to certify that we have verified the consolidated financial statement of \_\_\_\_\_ (Name of the Firm in which application is made) having its Registered Office at \_\_\_\_\_ (address of the Firm). Based on our examination of Books and Records and other documentary evidences we certify that the financial data of the company given in the balance sheets are detailed hereunder for the Financial year(s) as mentioned below are true and correct.

Sl No	Description	Financial Data for the last 5 audited Financial Years.				
		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
1.	<b>Net Worth</b> (Calculated on the basis of capital, profit and free reserve available to the firm should be positive)					
2.	<b>Working Capital</b>					
3.	<b>Annual Turnover</b> (Civil Construction Work)					

Available Liquid Assets (2022-2023 FY):

- 1. Working Capital = Rs \_\_\_\_\_
- 2. Uncommitted Bank Guarantees =Rs \_\_\_\_\_
- 3. Credit facilities = Rs \_\_\_\_\_ (Certificate to be submitted in **Form II C**)

**Total Liquid Assets = Rs \_\_\_\_\_**

<p>.....</p> <p>.....</p> <p>Name of the Statutory Auditor’s Firm/ Chartered Accountant</p> <p>Seal of the Audit / Chartered Accountant Firm:</p> <p>(Signature, name and designation and membership No. and mobile number of the authorized signatory)</p> <p><b>UDIN :</b></p>	<p>.....</p> <p>.....</p> <p>Signature, name and designation of Authorised Signatory</p>  <p>For and on behalf of</p> <p>.....(Name of the applicant)</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------

**NB: THIS FORM (i.e FORM-IIB) MUST BE MADE IN THE LETTER HEAD OF THE AUDITOR’S/CHATTERED ACCOUNTANT FIRM, CLEARLY MENTIONING THE ADDRESS AND CONTACT NUMBER OF THE FIRM & Date of Birth of the Chattered Accountant issuing the Certificate.**

**FORM-IIC**

***(Format for Credit Facility issued by the bank which is authorised to conduct Government business in West Bengal by Reserve Bank of India as notified by State Government from time to time and any other Bank which has been authorised by the State Government)***

Certified that we hereby undertake to declare that a Credit Facility of Rs..... Shall be provided to the agency.....(name of the agency)..... For execution of the work.....(name of the work)..... (vide Enit No-\_\_\_\_\_) if awarded by the competent authority/ Tender Inviting Authority.

Signature of the Bank Authority

Designation:

Code No-

Countersigned by the intending Bidder:

**B.3 AFFIDAVIT-‘Y’**

**(To be furnished in Non – Judicial Stamp paper of appropriate value duly notarized on or after the date of publication of this NIT)**

- 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.
- Certified that required specified machineries for the works under this NIT shall be installed at the working site within 45 days from the date of work order if the machineries are required in the very initial stage of the work, otherwise machineries shall be installed at the working site well ahead of the actual requirement as per our submitted work programme.
- The undersigned also hereby certifies that neither our firm nor any constituent firm had been debarred to participate in tender by Public Works Department during the 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 and I have applied to the works under this eNIT restricted to maximum one work, if there are number of work more than one the same eNIT.
- 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% of the 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 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 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

**SECTION – B**

**FORM- III A**

**B.1. STRUCTURE AND ORGANISATION**

**B.1.1. Name of applicant** :: \_\_\_\_\_

**B.1.2. Office Address** :: \_\_\_\_\_

Mobile No. :: \_\_\_\_\_

Fax No. :: \_\_\_\_\_

Email :: \_\_\_\_\_

**B.1.3. Name & address of Bankers** :: \_\_\_\_\_

**B.1.4. 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,

Date:

Signature of Applicant  
Including title and capacity in which application is made

**FORM- III B**

[Ref. NIT Clause No. 3.0 (ii)]

(To be furnished in Non – Judicial Stamp paper of appropriate value duly notarized on or after the date of publication of this NIT)  
**List of Technical Personnel to be full time engaged/ appointed for the work “ \_\_\_\_\_”**

(Name of work) \_\_\_\_\_”.

Sl. No.	Name of Technical Person	Qualification	Designation	Date of Joining	PAN	Mobile NO	Remarks

I on behalf of (bidder's name) do hereby declare that the above information furnished by me are true to the best of knowledge and belief and shall be held responsible if any information is found incorrect in due course and the Department has got all right to take any action as deems fit.

Witness: -----

\_\_\_\_\_  
 Signed by an authorized officer of the

-----  
 firm Title of the officer

-----  
 Name of the Firm with seal

Date \_\_\_\_\_

\_\_\_\_\_  
 Signature of Notary

**N.B- Photocopy of the PAN of all the mentioned persons must be submitted (duly authenticated by the technical person as well as by the agency).**

**SECTION –B**

**FORM – IV**

**(A)**

**B.3. DEPLOYMENT OF ROAD / BRIDGE MACHINERIES (Ownership):-**

(Original document of Ownership by the bidder to be annexed)

**B.3.1. DETAILS OF MACHINERIES:-**

Sl.	Name of Machine	Machine Make	Machine Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Location where installed	Date of release, If Engaged	Ref. file no. & page no. of PDF file uploaded
							Idle	Engaged			
1	2	3	4	5	6	7	8	9	10	11	12

**Date :**

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



**SECTION-B**

**FORM-V**

**B.6 EXPERIENCE PROFILE**

B.6.1 Name of the FIRM: \_\_\_\_\_

**B.6.1.1 LIST OF COMPLETED PROJECTS THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40%(30% in case of 2<sup>nd</sup> Call, 20% in case of 3<sup>rd</sup> Call) OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS FROM THE DATE OF NIT.**

Name, Location & nature of work	Deptt. Concern	Engineer -in- Charge	Contract price in Indian Rs.	% of Participation of company	Original Time Schedule		Actual Time Schedule		Reasons for delay in completion (if any)
					Start Date	Completion Date	Start Date	Completion Date	

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

Date:

Signature of applicant  
 Including title and capacity in which application is made

**SECTION-B**

FORM-V(Contd....)

**B.6 EXPERIENCE PROFILE**

B.6.2 Name of the Firm: \_\_\_\_\_

**B.6.2.1 LIST OF SINGLE RUNNING PROJECT WHICH IS SIMILAR IN NATURE OF THE INTENDED JOB & COMPLETED TO THE EXTENT OF 80% OR MORE (75% IN CASE OF 2ND CALL, 70% IN CASE OF 3RD CALL) AND VALUE OF WHICH IS NOT LESS THAN THE VALUE OF 40% (30% IN CASE OF 2ND CALL, 20% IN CASE OF 3RD CALL) OF THE ESTIMATED AMOUNT PUT TO TENDER OF INTENDED JOB.**

Name, Location & nature of work	Deptt. Concern	Engineer-in-Charge	Contract price in Indian Rs.	% of Participation of company	Original Time Schedule		Progress of Work		Reference of Document submitted with File No and Page No
					Start Date	Completion Date	Value of work done in Rs	Physical Progress in %	

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

Date:

Signature of applicant  
 Including title and capacity in which application is made

SECTION-CSpecial Terms and Conditions**C.1 General:**

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

(i) **‘Departmental Schedule’**, which means the 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 any other competent authority as applicable.

(ii) Latest edition of the book of namely **‘Specification for Road and Bridge Works’ of the M.O.R.T. & H.**, Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works.

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

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

The word **“Engineer-in-Charge”** means the Jt. Project Manager (Works), HRBC. The word **“Department”** appearing anywhere in the tender documents means HRBC. 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.

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

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

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

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

**C.5 Transportation arrangement :**

The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have arrange at his own initiative so that progress of work would not hamper and no claim

whatever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

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

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

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

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

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

*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.*

*a) General day to day management of work.*

*b) To give requisition for Departmental materials, Tools & Plants etc., if any, 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 as acceptance by the contractor.*

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

**C.9 Power of Attorney :**

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

**C.10 Extension of time :**

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

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

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

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

Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-charge will be required. Departmental land, if available and if applied for, may be spared in time bound manner 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 or expiry of time, for which the land was spared, whichever is earlier and shed, huts etc. which he might have erected in Government land. If after such use, the contractor fails to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

**C.14 Royalty :**

As per prevailing Government Notification the Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, moorum, gravel, earth 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 commercials 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.

**C.15 Work Order Book :**

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

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

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

- a) Name of the Work
- b) Reference to contract number
- c) Contractual rate in percentage
- d) Date of opening of the Work Order Book

- e) Name and address of the Contractor
- f) Signature of the Contractor
- g) Name & address of the Authorized representative (if any of the contractor authorized by him)
- h) Specific purpose for which the contractor's representatives is authorized to act on behalf 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.16 Clearing Of Materials :**

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. Total length (in case of road project) shall be demarcated by proper chainaging 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.17 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, Theodolite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour required for setting out the levels for laying out different 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.18 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 analysed to the maximum extent possible from rates of the allied items of work appearing in the P.W. (Roads) Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforced at the time of preparation of the estimate.
- (b) In Case, extra 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 enforced at the time of preparation of the estimate.
- (c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only, the contractual percentage will not be applicable.

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

**C.19 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. 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.20 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.21 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 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.

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

**C.31 Compliance of different Acts :**

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or Competent authority of HRBC 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 and shall be guided **under clause 2 of 2911**.

### **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 authorised 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.1.1. 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.1.2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.

C.1.3. Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chainage of the work-site with aluminium plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.

C.1.4. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.

C.1.5. Deep excavation of trenches and left out for days shall be avoided.

C.1.6. Labour welfare Cess will be deducted @ 1(one) % of value of the works as per rule.

C.1.7. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

C.1.8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

C.1.9. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT/GST will be deducted as per rate in force from the bill in addition to other deduction as per extent of rules.

**C.48 Payment of Bills :**

As mentioned in clause 5 & 6 of the NIT

**C.49 Refund of Security Deposit :**

As mentioned in Cl. No. 18 of NIT.

**C.50**

**Arbitration:**

As mentioned in Cl. 13 of NIT

**C.51 Price Adjustment or Price Escalation:**

As mentioned in Cl. 7 of NIT

**C.52 Shifting of Electrical Utility Services:**

i) The civil contractor shall, in accordance with applicable laws and with assistance of the department, execute shifting of electrical utilities to an appropriate location for alignment, if such utility or obstructions adversely affect the execution of the civil works, through any enlisted erection contractor/ agency of WBSEDCL. If the civil contractor himself is enlisted with WBSEDCL, he may execute the shifting work himself under the supervision of WBSEDCL.

ii) A programme of work schedule in detail will have to be submitted prior to commencement of the work so that WBSEDCL can arrange for necessary supervision.

iii) The materials/ equipments to be utilised in the shifting work must conform to the specifications and drawings of WBSEDCL and as per its approved General Technical Particulars.

iv) The dismantled distribution transformers etc. are to be returned to the stores of WBSEDCL.

v) The services to the existing consumers will not be allowed to get affected for such shifting works without prior approval of the WBSEDCL.

vi) The actual cost of such shifting, as approved and communicated by WBSEDCL, shall be paid by the civil contractor and reimbursed by the department to the contractor once he raises the bill paid by him as approved by WBSEDCL.

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

**Date:**

***Project Manager(Works)***

**HRBC**

**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 traffic 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, Kutchra 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 kutchra 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 Specifications & 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 Road & Bridge 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 as mentioned in clause-7 of NIT.

(ii) **'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- Latest edition of the book.

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

Project Manager(Works)

HRBC

FORM-II D

**FORMAT FOR LEASE AGREEMENT (TO BE NOTERISED)**

This Agreement is made on ..... 20..... between  
(Date of Agreement)

1) .....  
with office address  
(Lessor i.e. owner of machine)  
.....  
..... having PAN  
.....being **LESSOR AS FIRST PARTY.**

2) .....  
with office address  
(Lessee i.e. owner of machine)  
.....  
..... having PAN  
.....being **LESSEE AS SECOND PARTY.**

The **FIRST PARTY** approached the **SECOND PARTY** for the following machine/ machines to be Leased out and it is mutually agreed by both the parties for such Lease Agreement with a condition that the **SECOND PARTY** shall pay Rs. .... (in words) per month for the machine/ machines to **FIRST PARTY** for completion of the project invited by the Tender Inviting Authority (**TIA**) vide NIT No. .... (Tender ID No. ....) till its completion /.....for years.

***Machinery Information***

Sl. No.	Quantity	Capacity	Name of the Machine	Machine No.	Chassis No.	Engine No.	HSN Code	No. and date of Invoice	No. and date of Challan	No. of e-Way Bills	Present Location of Machine	Date of release if engaged

**Signature of LESSOR**

**Signature of LESSEE**

**[NB: Additional condition may be inserted in the Lease Agreement if necessary.]**

**ANNEXURE-II**

**FORM OF PERFORMANCE BANK GUARANTEE**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_ [name of bank] of \_\_\_\_\_ [address of bank] (hereinafter called "the Guarantor") of the one part and \_\_\_\_\_ [name of Employer] of \_\_\_\_\_ [address of Employer] (hereinafter called "the Employer") of the other part.

WHEREAS

- (1) this Agreement is supplemental to a contract (hereinafter called "the Contract") made between \_\_\_\_\_ [name of Contractor] of \_\_\_\_\_ [address of Contractor] (hereinafter called "the Contractor") of the one part and the Employer of the other part whereby the Contractor agreed and undertook to execute the Works of \_\_\_\_\_ [name of Contract and brief description of the Works] for the sum of \_\_\_\_\_ [amount in Contract currency] being the Contract Price; and
- (2) the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

NOW, THEREFORE, the Guarantor hereby agrees with the Employer as follows:

- (a) If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Contract or commit any breach of his obligations there under then the Guarantor will indemnify and pay the Employer the sum of .....[amount of Guarantee] \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, provided that the Employer or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor before the issue of the Defects Liability Certificate.
- (b) The Guarantor shall not be discharged or released from his guarantee by an arrangement between the Contractor and the Employer, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Contractor, or by any forbearance on the part of the Contractor, whether as to the payment, time, performance, or otherwise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

This Guarantee shall be valid until a date 28 days from the date of issue of the Taking Over Certificate. If works are not completed within stipulated date of completion, it is understood that the Bank will extend this guarantee under the said conditions for the required time on demand by the Employer and at the cost of the Contractor.

Given under our hand on the date first mentioned above.

SIGNED BY \_\_\_\_\_  
for and on behalf of the  
Guarantor in the presence of

(Witness)

SIGNED BY \_\_\_\_\_  
for and on behalf of the  
Employer in the presence of

(Witness)