NOTICE INVITING E-TENDER NO WRPWD/SS/EE/PUR/NIT-27/2019-20

Executive Engineer, Purulia Division, Social Sector, P.W.Dte. having address at Collectorate Compound 1st Floor, Dist. Purulia, Government of West Bengal, invites e-tender for the works detailed in the table below.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of work</th>
<th>Estimated Amount (Rs.)</th>
<th>Competitiveness Earnest money (Rs.)</th>
<th>Cost of Tender documents (Rs.)</th>
<th>Time allowed for completion</th>
<th>Eligibility of Contractors</th>
</tr>
</thead>
</table>
| 1.    | Construction of Mini Indoor Hall for Physical Education Programmes after Modification of the Existing Polytechnic Work Shop Building within Purulia Zilla School Campus in the district of Purulia. (2nd Call) | 2675250.00 | 53505.00 | 2500.00 | 150 days | Bonafide resourceful contractors having minimum value of credentials during last (5) five years as follows:  
  i) 30% of a single similar nature of completed work. Or  
  ii) 25% of (two) similar nature of completed work. Or  
  iii) 75% or more of one single running work of similar nature which has been completed and value of which is not less than the desired value at (i) above. Specific certificate from EE is required. See Sl. 21 below for details. |

Date & Time:

- Date of Publishing of NIT [On line]: 21/02/2020 at 10.00 Hrs.
- Date of start of downloading the documents etc. [On line]: 21/02/2020 at 10.00 Hrs.
- Date of start of submission Technical Bid & Financial Bid. [On line]: 21/02/2020 at 10.00 Hrs.
- Date of closing of submission of Technical Bid & Financial Bid. [On line]: 07/03/2020 at 06.55 PM
- Date of opening of Technical Bid at office of the Executive Engineer, Purulia Division, Social Sector, P.W. Dte. [On line]: 11/03/2020 at 10.00 Hrs.

In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is pleased to decide that 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 and no increase in scope of work of projects during execution phase.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank 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 Government Procedure and shall be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract 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.

Henceforth, necessary provision shall be incorporated in all Notice Inviting Tenders and shall be part of the Contract Agreement.

This Order will take immediate effect and necessary amendment in the West Bengal Financial Rules shall be made in due course.

1. In the event of e-filling, intending bidder may download the tender documents from the website: http://wbtenders.gov.in directly with the help of Digital Signature Certificate & necessary payment of Earnest Money should be remitted online either by 'Net Banking' (having their account any listed bank with such facility) through ICICI Bank Payment Gateway, or through RTGS/NEFT, in favour of the Executive Engineer, Purulia Division, Social Sector, P.W. Dte., using online pre-filled challans generated in the system of State Government dated 28/07/2016, of the Secretary to the Govt. of West Bengal.

2. Both Technical Bid and Financial Bid are to be submitted in technical (Statutory & Non-Statutory) and financial folder concurrently duly digitally signed in the website http://wbtenders.gov.in. The Technical Bid and Financial Bid are to be submitted online within the time limit mentioned in the NIT. The documents submitted by the bidders should be properly indexed & digitally signed.

3. The intending tenderers are required to quote the rate online only. No offline tender will be entertained.

4. Contract documents, specifications, terms & condition, schedule of various items of work along with condition of contract as laid down in W.B. F. No. 291/11/2911(iii) are to be strictly adhered to by the tenderers and for classification, if any, the same may be obtained from office of the Executive Engineer, Purulia Division, Social Sector, P.W. Dte., at Collectorate Compound during office hours of all working days up to 4:00 pm.

5. Non-submission of Earnest Money will lead to rejection of tender.

6. Contractors, who have provided Permanent fixed deposit, as per previous rule, are not allowed for exemption for any tender, w.e.f. 08-03-2014, as per Memo no: 71/SPW/2014 dt. 03.03.2014, of Principal Secretary to the Government of West Bengal, Public Works Department, circulated with Chief Engineer, P.W.Dte. on 03.03.2014.
belonging to an appropriate cadre officer of the company or an authorized partner of a firm, having a registered attorney showing clear authorization in his favor, to employ such tender. The power of attorney shall have to be [Non-statutory documents]

23. The intending tenderers are required to quote the name of the firm, the rate in figures and the sign to signify above (+) or below (-) at the specified place on the BQ.

24. Conditional and incomplete tender will be rejected straightway.

25. Issuance of work order as well as payment will depend on availability of funds and no claim whatsoever will be entertained for delay of Issuance of work order as well as payment, if any. Intending tenderers should consider

26. No mobilization/ Secured advance will be allowed.

27. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force. Necessary deduction for GST will be made as per GST Act, 2017.

28. A cess of 1% (one percent) will be deducted from contractor’s bill on account of the Building and other construction workers Welfare Act, 1996 (Act 28 of 1996) as per memo. no. 509A/4/M-29/06 dt. 27.09.2006 of the Engineer-in-chief and Ex. officio Secretary, PWD & PW (Roads) Deptt.

29. Successful Tenderers will be required to obtain valid Registration Certificate & Labour Licence from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Classes u/s 7 of West Bengal Building & Other Construction Workers’ Act, 1996 and u/s 12 of Contract Labour Act.

30. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by Government.

31. The lowest bidder who participated in the tender, & failed to submit the EMD online within the stipulated date and time, may be taken as a person trying to disturb the tendering process and he would be dealt with accordingly

Clause 25 of West Bengal Form No. 2911(ii) is modified vide notification no. 5696-FY dated 01/10/2019 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 or 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 question 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 in each of the works Departments shall be constituted with the following officials as members:

1. Secretary / Engineer-in-Chief of the Department concerned.
2. Joint Secretary / Deputy Secretary or any officer of equivalent rank of the Department.
3. One Designated Chief Engineer / Engineer of the Department to be nominated by the Department concerned.
4. One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Adviser in case of the works Department where FA system has been introduced.

Chairman
Member
Member Secretary and Convenor
Member

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

33. Successful tenderers will have to produce original Earnest money and other documents in original for verification prior to issuance of Work Order.

34. Successful tenderers will be required to observe the following conditions strictly:
   a) Employees’ Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
   b) Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law.
   c) Payment of bonus, wherever applicable, has to be made.
   d) Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers’ (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.

35. If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.

36. Requirement of Principle Machineries and Laboratories which must be possessed either owned or leased by the tenderer are indicated below:

<table>
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<tr>
<th>Sl.No.</th>
<th>TYPE OF EQUIPMENT</th>
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<tbody>
<tr>
<td>1.</td>
<td>Tilting Drum mixer 230-280 liter capacity with hopper.</td>
<td>1 No.</td>
</tr>
<tr>
<td>2.</td>
<td>Internal or immersion vibrators</td>
<td>1 No.</td>
</tr>
</tbody>
</table>

Defect Liability Period: Clause -17 of the conditions of the contract of the Printed Tender Form W.B. form No. 2911(ii) shall be substituted by following:

[1] Clause 17: if the contractor or his workman or servants or authorized representatives shall break, defence, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drain, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contained in the premises on which the work or any part of it is being done, then and there and at any time during the said contract, the contractor or his workman or servants or authorized representatives shall be held liable for compensating the same to the satisfaction of the Department.
happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution 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 Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge shall be made the same good at his own expense, or in default, the Engineer-in-Charge may charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may charge, the 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the Engineer-in-Charge may charge, the contractor shall make
46. If any tenders withdraw his tender before acceptance or refused without having any satisfactory explanation of such withdrawal, he shall be disqualified for making such tender to this department for a minimum period of one year.
47. The accepting authority does not bind him to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason.
48. Tenderers quoting un-workable & absurd rates in tender will be treated as informal & liable to be rejected.
49. Canvassing in connection with the tenders strictly prohibited & the tenders submitted by the Contractor who are in respect of canvassing will be liable to rejection.
50. The contractors must satisfy to the department about the payment of their income Tax & Sales Tax & other Commercial Taxes. Necessary challans & Clearance Certificate from Income Tax Officer & Commercial Tax Officers need to be submitted when asked for.
51. The notice inviting tender will also form a part of the Tender.
52. Tenderers should also please note that as soon as the work order will be issued, the site will be made available to them and the work need be started immediately.
53. Notwithstanding anything contained in this notice inviting tender, the other terms and conditions as laid down in the guideline of PWD and Government of West Bengal will be binding upon all concerned.

Executive Engineer,
Purulia Division,
Social Sector, P.W.Dte.

Memo No: 146/1 (15)/10-G
Dated: 18.02.2020

Copy forwarded for information and necessary action to the:-
1) Chief Engineer, Social Sector, P.W. Dte. N.S. Building, 5th floor, Kolkata-700001
2) Chief Engineer, West Zone, P.W. Dte., City Center, Durgapur-16.
3) Superintending Engineer, Western Circle, Social Sector, P.W. Dte., Burdwan.
4) District Magistrate, Purulia.
5) Executive Engineer, Purulia Division, P.W.D. Purulia.
7) District Information & Cultural Officer, Purulia.
8) Headmaster, Purulia Zilla School, Purulia.
9) District Informatics Officer, Purulia. (N.I.C.) He is requested to publish the enclosed notice through his web site (www.purulia.nic.in) for wide circulation.
10) Divisional Accounts Officer, Purulia Division, Social Sector, P.W.Dte.
11) Assistant Engineer, Purulia Sub-Division No. I/II/III, Social Sector, P.W. Dte.
12) Secretary, Contractor's Association, Purulia.
13) Office Notice Board. (Also available in the official website of P.W.Dept. i.e. www.wbpwd.gov.in)

Executive Engineer,
Purulia Division,
Social Sector, P.W.Dte.
**NOTICE INVITING e-TENDER NO WBPWD/SS/EE/PUR/NIT-28/2019-20**

Executive Engineer, Purulia Division, Social Sector, P.W.Dte. having address at Collectorate Compound P.O. & Dist. Purulia, Government of West Bengal, invites e-tender for the works detailed in the table below.

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<tr>
<td>1.</td>
<td>Construction of N.T.B. Godown within the campus of Sub-Inspector of Schools office of Jhalda-II Circle &amp; Kotshila Circle under Jhalda-II Block, in the district of Purulia.</td>
<td>2658871.00</td>
<td>53177.00</td>
<td>2500.00</td>
<td>150 days</td>
<td>As per Government Orders</td>
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**Date & Time:**

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**N.B:** As Per Order No. : 4608-F(V) Dated 18.07.2018, Additional Performance Security when the Bid rate is 80% or less of the Estimate put to tender and no increase in scope of work of projects during execution phase.

In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is pleased to decide that 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 Estimated Amount put to tender.

The Additional Performance Security shall be submitted in the form of a Bank Guarantee from any Scheduled Bank 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 Bank Guarantee shall have to be valid to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract 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.

Henceforth, necessary provision shall be incorporated in all Notice Inviting Tenders and shall be part of the Contract Agreement.

This Order will take immediate effect and necessary amendment in the West Bengal Financial Rules shall be made in due course.

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2. Both the Technical Bid and Financial Bid are to be submitted in technical (Statutory & Non-Statutory) and financial folder concurrently duly digitally signed in the website http://wbtenders.gov.in. The Technical Bid and Financial Bid are to be submitted online within the time limit mentioned in the NIT. The documents submitted by the bidders should be properly indexed & digitally signed.

3. The intending tenderers are required to quote the rate online only. No offline tender will be entertained.

4. Contract documents, specification, terms & condition, schedule of various items of work along with condition of contract as laid down in W.B. P. No. 2911(i) 2911(ii) are to be strictly adhered to by the tenderers and for classification, if any, the same may be obtained from office of the Executive Engineer, Purulia Division, Social Sector, P.W.Dte, at Collectorate Compound during office hours of all working days up to 4:00 pm.

5. Non-submission of Earnest Money will lead to rejection of tender.

6. Contractors, who have provided Permanent fixed deposit, as per previous rule, are not allowed for exemption for any tender, w.e.f. 08-03-2014, as per Memo no.- 71/SPW/2014 dt. 03.03.2014, of Principal Secretary to the Government of West Bengal, Public Works Department, circulated vide Chief Engineer, P.W.(BC) Dte’s. memo no.- 464/6(8) Dte- 04-03-2014, and Superintending Engineer, Western Circle, Social Sector, P.W.Dte’s. memo no.- 467/6/2013/CLR Dte- 08-03-2014.
7. The security deposit will be deducted @ 10% from progressive bill as per standing P.W.D. Rule.
8. As per memo no: 199-CRC/2M-10/2012, dt: 21/12/2012 of Secretary, PWD, Govt. of W.B., intending tenderers will not have to pay the cost of tender document for the purpose of participating in e-tendering. However, the successful tenderer will have to pay during execution of formal agreement cost of the tender document.
9. FINANCIAL OFFER: The prospective tenderer will be considered only if the tenderer qualifies in the Technical Bid. Decision of the Executive Engineer, Purulia Division, Social Sector, P.W.Dtc., will be final and absolute and binding in this respect.
10. Where there is a discrepancy between the unit rate & total amount resulting from multiplying unit rate by the quantity, the unit rate quoted shall override.
11. Bids shall be remain valid for a period not less than 120 (One hundred twenty) days after opening of Financial Bid.
12. Intending Tenderers should clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department, Executive Engineer, Purulia Division, Social Sector, P.W.Dtc. reserves the right to reject any or all of the Bids Documents and offer rate without assigning any reason whatsoever and is not liable for any cost that might have been incurred by the tenderer at any stage of Bidding.
13. Refund of EMD: The Earnest Money of all the unsuccessful Tenderers will be refunded to respective bidders' account from which they made the bids, through an automated process on receipt of the information from the E-Procurement portal, as per Finance Department Audit Branch Memorandum No. 3975-F(V) dated 28/07/2016, of the Secretary to the Govt. of West Bengal.
14. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act, 1970 (b) Apprentice Act, 1961 and (c) minimum wages Act, 1948 and allied notification thereof or any other laws relating thereto and the rules made and order issued thereunder from time to time.
15. During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder found incorrect/ fabricated, that bidder will not be allowed to participate in the tender that application will be out rightly cancelled without assigning any reason thereof. The Executive Engineer, Purulia Division, Social Sector, P.W.Dtc., reserves the right to cancel the N.I.T, and no claim in this respect will be entertained.
16. In case of any objection regarding prequalifying of an Agency that should be lodged to the Executive Engineer within 1(one) day from the date of publication of the list of qualified agencies and beyond that time schedule no objection will be entertained.
17. The tender inviting authority may verify hardcopy of credential(s) and/or all other document(s) of the tenderers, if it is felt necessary as per opinion of TIA. (i.e. Tender Inviting Authority)
18. On verification, if it is found that the document(s) submitted by the tenderer is/are either manufactured or false, no work order will be issued in favour of said Tenderer.
19. Acceptance of the tender vests with the Executive Engineer, Purulia Division, Social Sector, P.W.Dtc.
20. No Departmental materials like cement/steel would be supplied to contractor. Other materials should have got approved by the Engineer-in-charge before use for the work. Proof of purchase of the construction materials are to be produced without fail. Rejected materials, if any shall be cleared from the site within 48 (forty eight) hours of rejection.
21. (a) The current documents are required for different category of contractors:

<table>
<thead>
<tr>
<th>A</th>
<th>For all bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Copy of Trade Licence, from the respective Municipality, Panchayat etc.</td>
</tr>
<tr>
<td>(ii)</td>
<td>Copy of RTGS/NEFT Challan.</td>
</tr>
<tr>
<td>(iii)</td>
<td>Copy of PAN Card.</td>
</tr>
<tr>
<td>(iv)</td>
<td>Copy of last return submitted to Ministry of Income Tax, Govt. of India and Acknowledgment receipt for assessment year 2018-19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>For Registered Unemployed Engineers' Cooperative Societies and Labour Cooperative Societies</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>All as indicated above and</td>
</tr>
<tr>
<td>(ii)</td>
<td>Valid Bye Law,</td>
</tr>
<tr>
<td>(iii)</td>
<td>Audit Report for previous Financial Year i.e 2018-19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Credential need to be furnished as follows:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Intending tenderers should produce credentials of a similar nature of completed work for a minimum value of 40% (i.e. Civil Part 40% &amp; Electrical Part 40%) of the estimated amount put to tender or,</td>
</tr>
<tr>
<td>(ii)</td>
<td>Intending tenderers should produce credentials of 2(two) similar nature of completed work each of the minimum value of 30% (i.e. Civil Part 30% &amp; Electrical Part 30%) of the estimated amount put to tender or,</td>
</tr>
<tr>
<td>(iii)</td>
<td>Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% (i.e. Civil Part 80% &amp; Electrical Part 80%) of value for which is not less than the desired value at (i) above.</td>
</tr>
</tbody>
</table>

Credit Certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State/Central Government undertakings, Statutory/Autonomous bodies constituted under the Central/State statute, on the executed value of completed/running work of value as indicated above, within last 5(five) years, for the work applied for, to be uploaded with bid documents and credential beyond 5(five) years will not be considered. In case of running works, only those tenderers who will submit the Certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the tenderer.

Vide Notification No: 04-A/PW/O/10C-02/14, DC-18-03-2015, Specific certificate issued by Executive Engineer or by officer of similar rank will only be entertained.

Payment certificate will not be treated as credential. [Non statutory documents]
The prime Agency (Civil) must be either a Licensed Electrical Contractor holding a valid certificate of competency or having a notariized agreement with Licensed Electrical Contractor. Holding a valid certificate of competency for the particular tender mentioning the name of the work / Tender ID & the Agreement (duly notariized) must be executed not before the date of publishing of the eNT. Otherwise, the participated bidder will be rejected.

The Prime agency (Civil) will have to give an undertaking in his/company letterhead as per Section B FROM – V, online) competency of the supervisor having valid supervisory certificate issued by Directorate of Electricity, Govt. of West Bengal in relevant SCC parts as 1,2,3,4,5,6a,b,6b,7a,7b,10,11,12/National, that he/their will engage an Electrical Supervisor, for execution of items of electrical works.

The proof of engagement of electrical supervisor duly notarized for execution of items of electrical works by the lowest bidder (L1) along with the valid supervisory certificate of competency of the supervisor issued by Directorate of Electricity, Govt. of West Bengal in relevant SCC parts as 1,2,3,4,5,6a,b,6b,7a,7b,10,11,12/National in original ‘financial bid’ proceedings. Otherwise, the tender inviting authority will have the full right to cancel his/their bid as lowest bidder (L1).

The prime bidder (Civil) or the Licensed Electrical Contractor [with whom the prime bidder (civil) intends to make agreement (duly notarized) as in (b)-(i)] must possess the credentials in respect of similar nature of Electrical work in 21- (a) C- (i), (ii) & (iii).

22. Registered Partnership Deed for Partnership Firm is to be submitted. The company shall furnish the Article of Association and Memorandum. 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 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.

23. The intending tenderers are required to quote the name of the farm, the rate in figures and the sign to signify above (+) or below (-) at the specified place on the BQ.

24. Conditional and incomplete tender will be rejected straightway.

25. Issuance of work order as well as payment will depend on availability of fund and no claim whatsoever will be entertained for delay of issuance of work order as well as payment, if any. Intending tenderers should consider these factors while quoting their rates.

26. No mobilization / Secured advance will be allowed.

27. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force. Necessary deduction for GST will be made as per GST Act, 2017.

28. A cess of 1% (one percent) will be deducted from contractor’s bill on account of the ‘Building and other construction workers Welfare cess Act.1996 (Act 28 of 1996) as per memo. no. 599A/4M-28/06 dt. 27.09.2006 of the Engineer-in-chief and Ex. officio Secretary, PWD & PW (Roads) Dept.

29. Successful Tenders will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses u/s 7 of West Bengal Building & other Construction Works’ Act, 1996 and u/s 12 of Contract Labour Act.

30. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by Government.

31. The lowest bidder who participated in the tender, & failed to submit the EMD online within the stipulated date and time, may be taken as a person trying to disturb the tendering process and he would be dealt with accordingly (legally) including blacklisting of the bidder.

32. Clause 25 of West Bengal Form No. 2911(ji) is modied vide notification no. 5696-FY dated 01/10/2019 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 any other matter or thing whatsoever, in any way arising or otherwise concerning the works, or the execution 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; 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 instructions 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 in each of the works Departments shall be constituted with the following officials as members:

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of the Department</th>
<th>Chairperson</th>
<th>Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Secretary/Engineer-in-Chief of the Department concerned.</td>
<td>Member</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Joint Secretary/Deputy Secretary or any officer of equivalent rank of the Department.</td>
<td>Member</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>One Designated Chief Engineer/Engineer of the Department to be nominated by the Department concerned.</td>
<td>Member</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Adviser in case of the works Department where FA system has been introduced.</td>
<td>Member</td>
<td></td>
</tr>
</tbody>
</table>

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

33. Successful tenderers will have to produce original Earnest money and other documents in original for verification prior to issuance of Work Order.
Successful tenderers will be required to observe the following conditions strictly:

a) Employees’ Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.

b) Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.

c) Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers’ (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers’ (Regulation of Employment and Conditions of Service) Rules, 2004.

d) All liabilities arising out of engagement of workers are to be duly met up before submission of bills for payment.

35. If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and then or at any subsequent stage as may be found convenient.

36. Requirement of Principle Machineries and laboratories which must be possessed either owned or leased by the tenderer are indicated below:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>TYPE OF EQUIPMENT</th>
<th>NUMBER REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tilting Drum mixer 230-280 liter capacity with hopper.</td>
<td>1 No.</td>
</tr>
<tr>
<td>2.</td>
<td>Internal or immersion vibrators.</td>
<td>1 No.</td>
</tr>
</tbody>
</table>

37. Defect Liability Period: Clause -17 of the conditions of the contract of the Printed Tender Form W.B. form No. 29110/2911(ii) shall be substituted by the following:

(1) Clause -17: If the contractor or his workmen or servants or authorised representatives shall break, deficiency, injure, or destroy any part of the building, in which they may be working, or any building, road, road-curb, fence, enclosures, 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 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 workers 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, whether 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 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 hereunder:

(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 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.

(i) 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 three months from the actual date of completion of the work;

(ii) 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 months from the actual date of completion of the work;
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;

(2) The following paragraph shall be added to the Interpretation Clause of CONDITIONS OF CONTRACT:-

"The word 'Government' means the Government of the State of West Bengal in Public Works Department." (Ref. Notification No. 5784-PW/L&A/2M-175/2017 dt. 12.09.2017 of Principal Secretary P.W.D., Govt. of W.B.)

38. Suspension and Debarment of Contractor, Supplier and Consultant participating for public works under Public Works Department will be done in terms of Memorandum no. 547-W(C)/1M-387/15 dated 16.11.2015.

39. Escalation of price on any ground and consequence cost overrun shall not be entertained under any circumstances. Rate should be quoted accordingly.

40. Plantation and nurding of five trees for every tree felled after proper permission from Forest Department should be ensured. The Defect Liability Period has to cover this aspect also and lost tree should be replanted by new plantation.(Ref.-1M-7/19/755-R/PL, dated-24/07/2019 of the Joint Secretary to the Govt. of West Bengal, P.W.D.)

41. No extension of time will be allowed after completion of the stipulated date except under special circumstances.

42. If the dates fall on holidays or on days of bandh or natural calamity, the dates defer to next working days.

43. In case of inadvertent typographical mistake found in the specific price schedule of rates, the same will be treated to be so corrected as to conform to the prevailing relevant schedule of rates and / or technically sanctioned estimate.

44. No interest would be paid on the performance security deposit or earnest money or any other deposit.

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

46. If any tenders withdraw his tender before acceptance or refused without having any satisfactory explanation of such withdrawal, he shall be disqualified for making such tender to this department for a minimum period of one year. The accepting authority does not bind him to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason.

48. Tenderers quoting un-workable & absurd rates in tender will be treated as informal & liable to be rejected.

49. Canvassing in connections with the tenders strictly prohibited & the tenders submitted by the Contractor who are in respect of canvassing will be liable to rejection.

50. The contractor must satisfy to the department about the payment of their income Tax & Sales Tax & other Commercial Taxes. Necessary challans & Clearance Certificate from Income Tax Officer & Commercial Tax Officers need to be submitted when asked for.

51. The notice inviting tender will also form a part of the Tender.

52. Tenderers should also please note that as soon as the order will be issued, the site will be made available to them and the work need to be started immediately.

53. Notwithstanding anything contained in this notice inviting tender, the other terms and conditions as laid down in the guideline of PWD and Government of West Bengal will be binding upon all concerned.

Executive Engineer,
Purulia Division,
Social Sector, P.W.Dte.

Memo No:147/1(15)/10-G

Dated: 18.02.2020

Copy forwarded for information and necessary action to the:-
1) Chief Engineer, Social Sector, P.W. Dte., N.S. Building, 5th floor, Kolkata-700001
2) Chief Engineer, West Zone, P.W. Dte., City Center, Durgapur-16.
3) Superintending Engineer, Western Circle, Social Sector, P.W. Dte., Burdwan.
4) District Magistrate, Purulia.
5) Executive Engineer, Purulia Division, P.W.D. Purulia.
7) District Information & Cultural Officer, Purulia.
8) District Inspector of Schools, (SE), Purulia.
9) District Informatics Officer, Purulia, (N.I.C.) He is requested to publish the enclosed notice through his web site (www.purulia.nic.in) for wide circulation.
10) Divisional Accounts Officer, Purulia Division, Social Sector, P.W.Dte.
11) Assistant Engineer, Purulia Sub-Division No. 1/II/III, Social Sector, P.W. Dte.
12) Secretary, Contractor’s Association, Purulia.
13) Office Notice Board. (Also available in the official website of P.W. Dept. i.e. www.wbpwd.gov.in)

Executive Engineer,
Purulia Division,
Social Sector, P.W.Dte.