

TABLE OF CONTENTS

Standard Bidding Document

For

Rural Road under Deposit Scheme funded by ECL for Construction

Section	Description	Page
Section 1	List of Dates, Press Notice, e-NIT	02
Section 2	Instructions to Bidders & Appendix to ITB	07
Section 3	Qualification Information	20
Section 4	General Conditions of Contract, Part-I, Contract Data,	23
	Appendix to Part-I General Conditions of Contract,	41
	Part-II Special Conditions of Contract.	43
Section 5	Specifications	44
Section 6	Form of Bid	45
Section 7	Bill of Quantities (B.O.Q); Financial Bid	46
Section 8	Standard Forms, Form of Acceptance, Notice to Proceed with the Work, Agreement, Proforma for Affidavit	47

SECTION 1

LIST OF IMPORTANT DATES NOTICE INVITING TENDERS

SECTION 1

.....

List of Important Dates of Bids
for Construction of Zilla Parishad
Road funded by ECL and its
Maintenance for Three years

Ref: - e-NIT No.-01 of 2024-25

Name of Works: - As stated on Notice.

2. 1.	Completion Period for construction :-	9 (Nine) Months(Excluding rainy season)
2. 2.	Maintenance Period :-	Three years after completion of construction.
3.	Date & Time Schedule :-	
3.1	Date of Uploading of e-NIT, Tender Documents (online)	06.06.2024 at 18.50 IST
3.2	Date of start of downloading the documents etc.	06.06.2024 at 18.50 IST
3.3	Date of pre-Bid meeting with intending renderers to be held at Paschim Bardhaman Zilla Parishad.	13.06.2024 at 14.00 IST
3.4	Date of start of submission of Technical Bid & Financial Bid.	06.06.2024 at 18.55 IST
3.5	Date of closing downloading the documents etc.	28.06.2024 up to 10.00 IST
3.6	Date of closing of submission of Technical Bid & Financial Bid.	28.06.2024 upto 10.30 IST
3.7	Date of opening of Technical Bid	29.06.2024 up to 11.30 IST
3.8	Date of opening of Financial Bid	To be intimated later through on line and office notice board.
4	Place of opening bids.	Office of the Paschim Bardhaman Zilla Parishad, Court Compound, Asansol, Dist:-Paschim Bardhaman, PIN-713304.
5.	Bid Validity Period	120 days from the date of opening Financial Bid

PASCHIM BARDHAMANZILLA PARISHAD

COURT COMPOUND, ASANSOL -713304 DIST. - PASCHIM BARDHAMAN

e-NIT No: 01 of 2024-25

ELECTRONIC NOTICE INVITING PRE-QUALIFICATION – CUM – TENDER FOR ROAD WORK FUNDED BY ECL

(Submission of bid through on-line)

Memo No.:e-NIT/PSBZP/ 1912

Date: 06 /06/2024

For and on behalf of the Paschim Bardhaman Zilla Parishad, Additional Executive Officer invites percentage rate tender through e-filling for the following works by **two cover system**. Pre-qualification documents in a separate cover and Financial Bid document with schedule rate in another cover are to be submitted by the qualified bonafide contractors who satisfy the terms and conditions set out in pre-qualification document.

PARTICULARS

S. N.	Name of works	Estimated Amount Put to Tender (Rs.)	Amount of Earnest Money (Rs.)	Cost of Tender Processing Fees (Rs.)	Time of completion	Remarks
1	Strengthening of Coal Transport Road from Radhanagar More to IISCO main road more at Sodepur Area under AMC in the District of Paschim Bardhaman for 2023-2024.	Rs. 1.39,51,478/-	Rs. 2,79,000/-	Rs. 15,000/-	Nine Months	Estimate Prepared as per PWD Schedule of rates Vol.-III with effect from 30/08/2018 with 9th Addenda& Corrigenda

Earnest Money Deposit and Cost of Tender Processing Fees of e-Procurement

Online receipt and refund of Earnest Money Deposit of e-Procurement through State Government e-Procurement portal. The following procedure to be adopted for deposit of EMD/Bid Security/Tender Processing Fees related to e-Procurement.

A) Login by bidder :-

- A bidder desirous of taking part in a tender shall logging to the e-Procurement portal of the Government of West Bengal: - <https://wbenders.gov.in> using his login ID and password.
- He will select the tender to bid and initiate payment of pre-defined EMD / Cost of Tender Processing Fees for that tender by selecting from either of the following payments modes :-
 - Net Banking (any of the Banks listed in the ICICI Bank Payment-gateway) in case of payment through ICICI Bank Payment Gateway.
 - RTGS/NEFT in case of offline payment through bank account in any Bank.

B) Payment Procedure:-

- Payment by Net Banking (any listed Bank) through ICICI Bank Payment Gateway**
 - On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through he wants to do the transaction in the **A/c. No.192601000518** having **IFSC No. ICIC0001926**. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
 - Bidder will receive a confirmation message regarding success/ failure of the transaction.
 - If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling Account maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD / Tender Processing Fees.
 - If the transaction is failure the bidder will again try for payment by going back to the first step.
- Payment through RTGS/NEFT:-**
 - On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

- b) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account.
- c) Once payment is made, bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- d) If verification is successful, the fund will get credited to the respective Pooling account of the maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD / Tender Processing Fees.
- e) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- f) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

C) Refund/ Settlement Process:-

- i) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful/ unsuccessful which will be made available, along with the details of the unsuccessful bidders to ICICI bank by the e-Procurement portal through web services.
- ii) On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 bank working days, where "T" will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- iii) Once the financial bid-evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where "T" will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting Authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- iv) If the L1 bidder accepts the LOI and the same is processed electronically in the e-procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank working days where "T" will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
- v) All refunds will be made mandatorily to the any account from which the payment of EMD / Tender Processing Fees (if any) was initiated.

The pre-qualification documents will be opened on by the Additional Executive Officer, Paschim Bardhaman Zilla Parishad or his authorized representative electronically from the web site. While evaluation, Additional Executive Officer, Paschim Bardhaman Zilla Parishad may call the bidders & seek clarification/ information or additional documents or original 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.

The financial bid document of the technically qualified bidders will be opened for evaluation and selection of qualified bidders on and the other bid documents will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given in Web-site as well as in the Notice Board of the office of the undersigned. No individual intimation will be given. Name of the qualified bidders will be displayed in the web site as well as at the office Notice Board of the undersigned.

The Additional Executive Officer, Paschim Bardhaman Zilla Parishad reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reason whatsoever.

Date & Time Schedule:-

Sl. No	Particulars	Date & Time
1	Date of Uploading of e-NIT, Tender Documents (online)	06.06.2024 at 18.50 IST
2	Date of start of downloading the documents etc.	06.06.2024 at 18.50 IST
3	Date of pre-Bid meeting with intending renderers to beheld at PaschimBardhamanZilla Parishad.	13.06.2024 at 14.00 IST
4	Date of start of submission of Technical Bid & Financial Bid.	06.06.2024 at 18.55 IST
5	Date of closing downloading the documents etc.	28.06.2024 up to 10.00 IST
6	Date of closing of submission of Technical Bid & Financial Bid.	28.06.2024 upto 10.30 IST
7	Date of opening of Technical Bid	29.06.2024 up to 11.30 IST
8	Date of opening of Financial Bid	To be intimated later through on line and office notice board.

The eligibility criteria are given below:-

- 1) The applicant in the same name and style as prime contractor should have successfully completed at least one contract of same type of work at least half of the value of the proposed contract within last five years from the date of publication of notice.

- 2) The contractor should have sufficient technical man power, tools and plants to complete the work.
- 3) The contractor should have necessary bid capacity to execute the work (Documentary evidence in proof of the 2 items should be enclosed).
- 4) Income Tax return should be submitted for last 5 years.
- 5) Copy of a) Valid PAN Card issued by IT Department b) Current Professional Tax Receipt Challan copy) Valid 15-digit Goods & Services Taxpayer Identification Number (GSTIN) under GST Act, 2017. d) Trade License.

All applicable duties, taxes, royalties, cess, toll and other statutory levies is payable by the Contractor under the Contract to the State/Central Government. For any other cause which shall be included in the rates, prices and total Bid price submitted by the bidder shall also be deducted from successive bill.

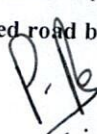
To keep the road in good condition during the next 3 years after completion of construction work, if any additional / excess work is required over the stipulated quantity, the same will be treated as defect liability and the Contractor has to execute the maintenance work at his own cost.

Time allowed for completion of each work is 9 (Nine) months (excluding rainy season) from the date of issue of work order.

Tender documents and other details may be viewed on website <https://wbttenders.gov.in>. For further detail as necessitate by the bidder may be had from the office of the undersigned which may be seen on request during office hours.

The intending bidders are requested to inspect the alignment of the proposed road before quoting their rates.

Date: - 06.06.2024


Additional Executive Officer
Paschim Bardhaman Zilla Parishad

Memo. No:- 1912 /e-NIT/PSBZP

Date:- 06/06/2024

Copy of Tender Notice (Sl. No. 01 of 2024-25) forwarded for favour of information with request to kindly display in his Notice Board for giving wide publicity to the:-

1-2)	Sabhadhipati/Sahakari Sabhadhipati, Paschim Bardhaman Zilla Parishad.
3-4)	District Magistrate, Paschim Bardhaman & Executive Officer, Paschim Bardhaman Zilla Parishad.
5-6)	Secretary, Paschim Bardhaman Zilla Parishad / Financial Controller & Chief Accounts Officer, / District Engineer, Paschim Bardhaman Zilla Parishad.
7-16)	Adhyaksha, District Council/ Karmadhakshya, (All), Paschim Bardhaman Zilla Parishad.
16)	Additional Secretary to the Govt. of WB of P & RD, Joint Administrative Building, Sector-II, Saltlake, Kolkata-106.
17-19)	Sub-Divisional Officer (Asansol / Durgapur), Paschim Bardhaman.
20-35)	Sabhapati/ Executive Officer, Panchayet Samity (All), Paschim Bardhaman
36)	D.I.O & T.D, NIC, Paschim Bardhaman is requested to arrange publication in Web Site http://www.paschimbardhaman.co.in
37)	The District Information & Cultural Officer for publication of the abridged version of the said notice as enclosed in at least 3 widely published news dailies (namely Statesman (English edition), Sanmarg & Sambad Pratidin and 1 local newspapers (namely Sambad Dakshinbanga).
38-40)	Assistant Engineer (All), Paschim Bardhaman Zilla Parishad.
41-47)	Sub-Assistant Engineer (All) / Sub-Assistant Engineer, Estimate Section/ H.C./ Acct., Paschim Bardhaman Zilla Parishad
48-49)	Notice Board, Engineering Wing, Paschim Bardhaman Zilla Parishad/ One Extra Copy to Additional Executive Officer, Paschim Bardhaman Zilla Parishad.


Additional Executive Officer
Paschim Bardhaman Zilla Parishad

SECTION 2

Instruction to Bidders

Table of Clauses

Clause	A. General	Clause	D. Submission of Bids
1)	Scope of Bid	19)	Sealing and Marking of Bids
2)	Source of Funds	20)	Deadline for Submission of Bids
3)	Eligible Bidders	21)	Late Bids
4)	Qualification of the Bidder		E. Bid Opening
5)	One Bid per Bidder	22)	Bid Opening
6)	Cost of Bidding	23)	Process to be Confidential
7)	Site Visit	24)	Clarification of Bids and Contracting the Employer
	B. Bidding Documents and Evaluation	25)	Examination of Bids and Determination of Responsiveness
8)	Content of Bidding Documents	26)	Correction of Errors
9)	Clarification of Bidding Documents	27)	Evaluation and Comparison of Bids
10)	Amendment of Bidding Documents	28)	Preference for Domestic Bidders
	C. Preparation of Bids		F. Award of Contract
11)	Language of Bid	29)	Award Criteria
12)	Documents Comprising the Bid	30)	Employer's Right to Accept any Bid and to Reject any or all Bids
13)	Bid Prices	31)	Notification of Award
14)	Currencies of Bid and Payment	32)	Performance Security
15)	Bid Validity	33)	Advances
16)	Earnest Money	34)	Corrupt or Fraudulent Practices
17)	Alternative Proposals by Bidders	35)	Escalation in price
18)	Format and Signing of Bid		

SECTION 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid.

- 1.1 The Employer as defined in the Appendix to ITB invites bids for the construction of work & their maintenance for three years, as described in these documents and referred to as 'the works'. The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract and do the routine maintenance of road for **three years** from the date of completion.
- 1.3 Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. Source of Funds

- 2.1 The project is funded by ECL under Diversion Scheme.

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB.
- (a) Copies of original documents defining the construction or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) Total monetary value of civil construction works performed for each of the last five years, with detail break up of works done.
 - (c) Experience in works of a similar nature and size for each of the last five years and details of works in progress or contractually committed with **certificates from the concerned officer of the rank of Executive Engineer or equivalent.**
 - (d) Proper Evidence of ownership/arrangement of major items of construction equipment named in clause 4.4B (b) (i) of ITB.
 - (e) Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.
 - (f) Reports on the financial standing of the Bidder, such as profit and loss statements and Auditor's reports for the past three years.
 - (g) An affidavit that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works.
 - (h) Evidence of access to line(s) of credit and availability of other financial resources / facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
 - (i) Authority to seek references from the Bidder's bankers.
 - (j) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter.
 - (k) Proposals for subcontracting the components of the Works for **construction**, aggregating to not more than **25 percent** of the Contract Price and
 - (l) The proposed methodology and program of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and quality Management Plan proposed to be adopted, justifying

their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

- (m) The contractor would furnish an affidavit in the following manner in non-judicial stamp paper :-
- I) If the contractor is awarded to me, I will deploy at site all necessary T & P and equipments as listed in the ITB of the bidding document immediately on receipt of the work order. I would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. I would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. I would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
- II) I would establish a site Laboratory with minimum testing equipments / apparatus as listed in the ITB to conduct the various tests on soil, aggregates, cement, and concrete to maintain the quality at site. I will upkeep the Laboratory set-up in good condition of the Project.
- III) I would deploy at site all necessary technical Personnel as listed in ITB for efficient contract management and supervision of works with a view to achieving best quality of works at site.
- IV) I would carry out all necessary tests of all major items at frequency spelled out in the contract document / MORD Specification book/ SP-20 of latest publication to achieve the best quality work at site. I will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
- V) Any departure whatsoever in any form will be considered as breach of contract. In such situation, the Department at his liberty may withhold my payment till I rectify the defects or fulfill my contractual obligation. In this connection, Departmental decision will be final and binding.

4.3 Bids from joint venture are not allowed.

4.4A To qualify for award of the Contract, each bidder should have in the last five years prior to the date of issue of tender notice:

a) **Satisfactorily completed, as prime Contractor, at least one similar work equal in value to 50% of the estimated cost of work for which the bid is invited, or such higher amounts may be specified in the Appendix to ITB.** It should be indexed @ 8% interest per annum.

b) For more than one award to the same agency, condition 4.6 will be the additional criteria.

4.4 B (a) Each bidder must produce:

(i) Copy of a) Valid PAN Card issued by Income Tax Department b) Current Professional Tax Receipt Challan c)

Valid 15-digit Goods & Services Taxpayer Identification Number (GSTIN) under GST Act, 2017. d) Trade License.

(ii) An affidavit that the information furnished with the bid documents is correct in all respects; and

(iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

(b) Each bidder must demonstrate :

(i) Availability for construction work, purely owned, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory test, and those stated in the Appendix to ITB.

(ii) Availability for construction work of technical personnel as stated in the Appendix to ITB.

(iii) Liquid assets and / or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract of not less than the amount specified in the Appendix to ITB.

(c) The bidder must not have in his employment.

(i) The near relations (defined as first blood relations and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.

(ii) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

4.4. C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4A above.

- 4.6 For entitlement to the award of more than one work they will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under: -

$$\text{Assessed Available Bid Capacity} = (A * N * M - B)$$

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent simple interest a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = 2

B = **Value**, as the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

- 4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if they have:
- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. (specifically if in any work executed under Paschim Bardhaman Zilla Parishad.)
 - (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

Each Bidder shall submit only one Bid for one work. **A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.**

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his/her Bid and the Employer will, in no case, be responsible or liable for those costs.

7. Site Visit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including sources of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

B. Bidding Documents :

8. Content of Bidding Documents

- 8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.

1. Notice Inviting Tender
2. Instructions to Bidders
3. Qualification Information
4. Conditions of Contract

(Part-I General Conditions of Contract, and Contract Data's; Part-II Special Conditions of Contract)

5. Specifications (to be drawn)
6. Drawings
7. Bill of Quantities (to be prepared)
8. Form of Bid
9. Form of Unconditional Bank Guarantee.

- 8.2 One set of the bidding documents will be issued to the bidder against the payment during agreement.
- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Documents. Failure to comply with the requirements of bid documents shall be liable to rejection of Bid Documents.

9. Clarification of Bidding Documents and Pre-bid Meeting.

- 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes fax, e-mail and facsimile) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be uploaded in web site including description of the enquiry, but without identifying its source.
- 9.2.1 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.
- 9.2.2 The purpose of the meeting will be to clarify issues, if any and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer before the meeting.
- 9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted (without delay to all purchasers of the bidding documents). Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.
- 9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus published / issued shall be part of the bidding documents.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. Preparation of Bids

11. Language of Bid

- 11.1 All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

12. Documents Comprising the Bid

- 12.1 The Bid submitted by the Bidder shall be in two separate parts:

Part I This shall be named Technical Bid and shall comprise of:

- I. a) Photocopy of cost of Bidding Documents to be uploaded.
- b) Photocopy of Earnest Money Deposit (EMD) to be uploaded.

II. Authorized address and contract detailed of the bidder having the following information address of communication.

Telephone Number (s), Office:-

Mobile Number:- Facsimile (FAX) No:-

Electronic Mail Identification (E-mail ID)

- III. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- IV. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- V. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VI. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

VII. An index furnishing the page nos. of all documents submitted.

Part II. It shall be named Financial Bid and shall comprise of:

(i) Bill of quantities for items specified in Section 7;

12.2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall adopt the **Percentage Rate Method**. No Item Rate Method tender will be entertained.

Percentage Rate Method requires the bidder to **quote a percentage above / below/ at par** of the schedule of rates i.e. bill of quantities (BOQ) given in financial bid documents specified in the Appendix to ITB.

13.3 All duties, taxes, royalties, GST (as applicable) and other levies payable by the Contractor under the Contract to the State / Central Government/Local Bodies for any other cause, shall be included in the rates, prices and total Bid price submitted by the Bidder.

1% cess under W.B. Building and other Construction Worker (Regulation of Employments & Condition of Service) Welfare Cess Act, 1966 will be deducted from the running bills.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period of **one hundred twenty days** from Financial Bid opening Date. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Earnest Money

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB/ NIT.

16.2 Earnest Money Deposit and Cost of Tender Document Deposit of e-Procurement

Online receipt and refund of Earnest Money Deposit of e-Procurement through State Government e-Procurement portal. The following procedure to be adopted for deposit of EMD/Bid Security/Tender Processing Fees related to e-Procurement.

A) Login By bidder :-

- a) A bidder desirous of taking part in a tender shall logging to the e-Procurement portal of the Government of West Bengal: - [https:// wbtenders.gov.in](https://wbtenders.gov.in) using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Processing Fees for that tender by selecting from either of the following payments modes :-
 - iii) Net Banking (any of the Banks listed in the ICICI Bank Payment-gateway) in case of payment through ICICI Bank Payment Gateway.
 - iv) RTGS/NEFT in case of offline payment through bank account in any Bank.

B) Payment Procedure:-

iii) Payment by Net Banking (any listed Bank) through ICICI Bank Payment Gateway

- a) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through he wants to do the transaction in A/c. No.192601000518 having IFSC No. ICIC0001926.
- b) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- c) Bidder will receive a confirmation message regarding success/ failure of the transaction.

- d) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling Account maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD / Tender Fees / Cost of Tender Documents.
- e) If the transaction is failure the bidder will again try for payment by going back to the first step.
- iv) **Payment through RTGS/NEFT:-**
 - a) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal **will show a pre-filled challan having the details to process RTGS/NEFT transaction.**
 - b) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account.
 - c) Once payment is made, bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
 - d) If verification is successful, the fund will get credited to the respective Pooling account of the maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD / Tender Fees / Cost of Tender Documents.
 - e) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
 - f) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.
- C) **Refund/ Settlement Process:-**
 - i) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful/ unsuccessful which will be made available, along with the details of the unsuccessful bidders to ICICI bank by the e-Procurement portal through web services.
 - ii) On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 bank working days, where "T" will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
 - iii) Once the financial bid-evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where "T" will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting Authority. However, the L2 bidder should not be rejected till the LOI process is successful.
 - iv) If the L1 bidder accepts the LOI and the same is processed electronically in the e-procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank working days where "T" will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
 - v) All refunds will be made mandatorily to the any account from which the payment of EMD / Tender Processing Fees (if any) was initiated.

16.3 Any bid not accompanied by an acceptable Earnest Money/Cost of tender documents deposited unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.

16.4 The Earnest Money of unsuccessful bidders will be returned as stated in e-NIT.

16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Earnest Money may be forfeited:

- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i.) Sign the Agreement; and/or
 - ii.) Furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

18. Format and Signing of Bid:

18.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.

18.2 The Bid shall be duly filled up, uploaded and shall be digitally signed by a person duly authorised to sign on behalf of the Bidder through e-token, pursuant to Clause 4.3(a) of ITB. All pages of the Bid shall be digitally signed by the person signing the Bid.

18.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Bid.

D. Submission of Bids:

19. Sealing and Marking of Bids

19.1 The Bidder shall upload offer in two separate folders one marked "Technical Bid" and "Financial Bid" in other folder. **Technical Bid:** To be opened on date and time noted on Section-1 as per Technical Bid opening as per clause 22.1 of ITB.)

Financial Bid: To be opened on date and time noted on Section-1 (with the approval of Paschim Bardhaman Zilla Parishad).

The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB.

19.2 The folders containing the Technical and Financial Bids shall

- a) be addressed to the Employer at the e-mail address provided in the Appendix to ITB;
- b) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and
- c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 22.1 of ITB.

19.3 In addition to the identification required in Clause 19.2, each of the folders shall indicate the name and address of the Bidder to enable the Bid to be remain unopened in case it is declared late, pursuant to Clause 21 of ITB, or is declared non-responsive pursuant to Clause 22 of ITB.

20. Deadline for Submission of Bids

20.1 Complete Bids (including Technical and Financial) must be uploaded as stated in NIT.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline will remain unopened.

E. Bid Opening and Evaluation.

22. Bid Opening

22.1 The Employer or his representative will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 The folder containing the technical bid shall be opened first. If the cost of the tender documents is not thereon incomplete, the remaining bid documents will not be opened and bid will be rejected.

22.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

22.4 The Employer will prepare entire bid details in the tender register after opening of the bid.

- 22.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 22.6 Zilla Parishad shall publish a list of bidders, whose technical bids are found responsive and will be displayed in the web site/office Notice Board of Paschim Bardhaman Zilla Parishad, before date& time of opening of the Financial Bid. No separate communication will be made to the prospective bidder from the end of Zilla Parishad.
- 22.7 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will remain unopened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as Zilla Parishad may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation
- 22.8 The Employer shall enter the bid details in a register to be opened for this purpose.
23. **Process to be Confidential**
- 23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid
24. **Clarification of Bids and Contacting the Employer**
- 24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.
25. **Examination of Bids and Determination of Responsiveness**
- 25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. **No conditional bid will be accepted in any form.**
- 25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
26. **Correction of Errors.**
- 26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.
27. **Evaluation and Comparison of Bids**
- 27.1 Paschim Bardhaman Zilla Parishad will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

- 27.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price, by making correction, if any, for errors pursuant to Clause 26 of ITB.
- 27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any of all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the construction method and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder. **At Present 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.**
28. **Price Preference**
- 28.1 There will be no price preference to any bidder.
- F. **Award of Contract**
29. **Award Criteria**
- 29.1 Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:
- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
 - ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.
30. **Employer's Right to accept any Bid and to reject any or all Bids**
- 30.1 Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
31. **Notification of Award and Signing of Agreement.**
- 31.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, Fax, Letter, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Part- I General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay to the contractor in consideration of the execution, completion and the routine maintenance of the works for periodical renewal only for three years by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").
- 31.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.
- 31.3 **The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.**
- 31.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.
32. **Performance Security/Security deposit**
- 32.1 The Employer shall retain security deposit of 10% percent of the amount from each payment until completion of the whole of the Works. Tenderer whose tender has been accepted, earnest money deposited (2% of amount put to tender) by him will automatically be converted into security deposit and amount of 8% of awarded cost will be deducted from each progressive bill starting from 1 st R/A bill. So 10% in total amount will constitute the security deposit.
- 32.2 **The Additional performance security shall be in the form of Bank Guarantee Receipts (validity: the time for completion of works), in the name of the Employer, from a Scheduled Commercial Bank vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal.**
- 32.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids under Paschim Bardhaman Zilla Parishad Works for one year.
33. **Advances**

- 33.1 No Mobilization Advance and Advance against purchase of equipment will be paid for the work.
- 33.2 No Secured Advance will be paid for the work under any circumstances.
34. **Corrupt or Fraudulent Practices**
The Employer requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
35. Under no circumstances, Escalation in price in materials, labour Charges, cost of P.O.L. will be entertained.

Appendix ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to Bidders

Clause Reference

(1.1) The Employer is Paschim Bardhaman Zilla Parishad, Court Compound, P.O.-Asansol, Dist.- Paschim Bardhaman, for the purpose of agreement of work.

(1.1) The Work is:(As per tender notice).

(1.1) Identification No. of the works is: e-NIT No.-01 of 2024-25/ Sl. -.

(2.1) The State is West Bengal

(3.1) Eligible Bidders are: Bonafide contractors of PWD, CPWD, NHAI, Railways, and Zilla Parishad etc.

The information required from bidders in Clause 4.2 is modified as follows: Nil

4.2 (g) The percentage is: 30% (Thirty)

(4.4 A) (b) 50% of Estimated Amount

(4.4 B) (a) (iii) Other certificates required with the bid are: Nil.

(4.4. B) (b) (i) The bare minimum key equipment for road works and field testing laboratory works are.

Plants & Machineries:-

i. Following Plants, Machineries and equipments shall be owned/arranged by the bidders.

ii. Conclusive proof of ownership (Tax invoice, way bill, delivery challan)/arrangement for each plant and machinery in working condition shall have to be submitted.

iii. In this connection self declaration through Affidavit (proforma enclosed) shall also have to be submitted along with the tender and it should be declared that statement of fact related to the mode of ownership/arrangement of machineries are true and it also to be clearly stated that required specified machineries shall be installed preferably 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 agency's submitted work programme.

iv. **All other machineries and equipments should be in running condition.**

v. If the bidder fails to install required plants, machineries and equipment for the instant project within the requisite time, the bidder shall be terminated from the instant work with forfeiture of earnest money and debarment proceeding shall be started against him.

vi. The bidder shall arrange facilities for different types of day to day testing as per MoRTH, IRC & IS guideline at the working site at his own cost relate to his work.

vii. The successful bidder who has to operate the Hot Mix Plant has to obtain necessary clearance from the competent authority so as to contain the air pollution within permissible limit as per notification no.- 233-ENC/2020 dated- 17/02/2020 of Engineer-in-Chief & Ex-Officio Secretary, PWD.

(A) List of Plants & Machineries:

Sl. No.	Name of the Equipment	Quantity
1	Excavator cum loader	2
2	Static Roller (8-10 Ton).	3
3	Soil Compactor (Vibratory Roller)	1
4	6-8 Ton smooth wheeled Tandem Roller	1
5	Tipper Truck (Dumper)	5
6	Water Tanker with Sprinklers	3
7	Tar Boiler	3
8	Bitumen Sprayer	2
9	Full Concrete Mixer	2

10	Rotovator	1
11	Hydrostatic paver finisher with sensor control	1
12	Bitumen Hot Mix Plant (Batch Type HMP of minimum capacity 100-120 TPH.)	1
13	Air Compressor	1
14	Nozzle & Screed Vibrator	2

(B)For field testing Laboratory

Each package shall consist field laboratory set up as per relevant Codes of IRC / MORD /MOST/ MORTH and BIS.

Sl. No.	Name of equipment	Quantity
1	Oven electrically operated range up to 200 ⁰ C	1
2	Electronic balance 5Kg capacity	1
3	Thermometer	4
4	Kerosene/ Gas Stove/ Hot Plate	1
5	Set of IS Sieves with lid and pan	2
6	Liquid Limit and Plastic Limit Apparatus	1
7	Compaction Test (Proctor) Apparatus	1
8	Dry / Bulk Density Test Apparatus	1
9	Rapid Moisture Meter	1
10	Core Cutter Apparatus	1
11	Aggregate Impact Value Test Apparatus	1
12	Flakiness Gauge	2
13	CBR Testing Machine	1
14	Bitumen Extractor.	1
15	Concrete cube testing machine	1
16	Slump test Apparatus	1

Note :(a)The bidder must produce the documentary evidence in support of his owning of the above equipment (in good condition) for the project.

(4.4.B)(b)(ii) The number of Technical personnel, Qualifications and Experience will be as follows:

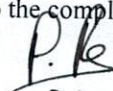
A. The Technical Personnel are:

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering / Experienced Diploma Holder in Civil Engineering	One or more as per requirement	Road experience 03 (three) yrs. 10(ten) years in construction
B. Diploma Holder in Civil Engineering	02 nos.	03 (three) yrs. experience
C. Others (Specify)Supervisor Science Graduate	03 nos.	04(Four) yrs. experience

B. For field testing laboratory

- i) Diploma Holder in Civil Engineering - 1(One) No.
- ii) Laboratory Assistant – 1(One) No.
- iii) Helper- 1(One) No.

- (4.4.B)(b)(iii) The minimum amount of liquid assets and / or credit facilities net of other contractual commitments of the successful Bidder shall be 10% (ten) percent
- (4.4.B)(c)(i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:
DE / AE / SAE.
- (4.4.B)(c)(ii) The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years.
In case there is no such person in his employment, his affidavit should clearly state this fact.
- (4.6) M=2.00 (Two point zero)
- (7.1) The contact person is :
Additional Executive Officer, Paschim Bardhaman Zilla Parishad
Address: Court Compound, Asansol -713304
Telephone No.- 0341-2252726
- (9.2.1) Place, Time and Date for pre-bid meeting are :
Place: At Paschim Bardhaman Zilla Parishad, Court Compound, Asansol
Date and Time: As noted on Section-I
Language of the bid is : English
- (11.1) The other documents required is: NIL
- (12.1)Part I (vi)
- (13.2.) Bids may be submitted only in the following:
Percentage Rate Method (Rate to be quoted in the specified space in the Financial Bid Document only, if quoted anywhere in the Technical Bid Documents, the offer will be rejected).
Schedule of Rate applicable for Percentage Rate Method is: As per PWD Schedule of Rates with effect as noted on the Schedule of probable Item of work.
- (13.2) Amount of Earnest Money shall be Rs. _____ (As mentioned in NIT).
- (16.1) Submission of cost of Earnest Money Deposit (EMD) & cost of Tender Document is as per e-NIT.
- (16.2) Submission of cost of Earnest Money Deposit (EMD) & cost of Tender Document in any other form are not acceptable. .
- (16.3) Exemption from Earnest Money is granted to: No
- (20.1) The Employer's address for the purpose of official correspondence is given below:-
Additional Executive Officer, Paschim Bardhaman Zilla Parishad, Court Compound, P.O. -Asansol, Dist.- Paschim Bardhaman , PIN-713304.
E-mail -psbzip2017@gmail.com
For bid submission Employer's web site is- <https://wbttenders.gov.in>
- (20.1) Deadline for submission of bids shall be:
Time:- As per NIT
Date:- As per NIT
- (22.1) Date, time and place for opening of the Technical Bids are:
- (22.6) (A) Technical Bid
Date & Time :As noted on Section-1
Place: Paschim Bardhaman Zilla Parishad, Court Compound, P.O. -Asansol, Dist.- Paschim Bardhaman , PIN-713304.
- (B) Financial Bid (For qualified bidders)
Date & Time: As noted on Section-1
Place :Paschim Bardhaman Zilla Parishad, Court Compound, P.O. -Asansol, Dist.- Paschim Bardhaman , PIN-713304.
- (32.1) Amount and validity period of the Additional performance Security is:
Amount: -Percent of the contract price: 10 (Ten) percent
- (i) Performance Security shall be valid after the expiry of Defect Liability Period of 3 (three) years.
- (ii) Additional Performance Security for unbalanced Bid shall be valid up to the completion period.


Additional Executive Officer
Paschim Bardhaman Zilla Parishad

Section 3 Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. All the necessary documents along with the certificate should be uploaded and which should be hyperlinked / tagged with the bid during submission.

1. Individual Bidders

1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid	[attach copy] _____ _____ [attach]
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In lakhs)
		2019-2020. 2020-2021 2021-2022 2022-2023 2023-2024

1.3 1	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge. The certificate must be uploaded and tagged during tender submission.
-------	---

Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.3.2 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going construction works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

N.B.- Suppression of any fact regarding work-in- hand will be liable for non- responsive of bid.

* *Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.*

(B) Works for which bids already submitted: (Work – order not issued)

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 b (b) of the Instructions to Bidders.

Item of Equipment/ Machinery	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom), or to be purchased

1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.1 of Part-I General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

1.6 Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

Sections of the Works	Value of subcontract	Sub-contractor(name and address)	Experience in similar work

Note: The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand (5% Percent), lines of credit, etc. List below and attach copies of support documents. (Sample format attached).

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

1.11 Proposed Programme (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

1.12 Contact Address, Telephone No. ,Mobile No, Telex, E-mail ID of Contractor

Address

Mobile No.

Telephone No.

E-mail ID

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF

CREDIT FACILITIES

BANK CERTIFICATE

This is to certify that ----- is a reputed company with a good financial standing.

If the contract for the work, namely, -----, is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____

Name of the Senior Bank Manager _____

Address of the Bank -----

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

Section- 4

Conditions of Contract

Part – I General Conditions of Contract

These conditions are subject to the variations and additions set out in Part II Special Conditions of Contract

Notes on Conditions of Contract

The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of Conditions of Contract that follows has been developed for smaller admeasurements contracts for construction on the basis of international practice and the practice of the Government of India, Ministry of Road Transport and Highways, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

Table of Clauses

A. General 1. Definitions 2. Interpretation 3. Language and Law 4. Engineer's Decisions 5. Delegation 6. Communications 7. Subcontracting 8. Other Contractors 9. Personnel 10. Employer's and Contractor's Risks 11. Employer's Risks 12. Contractor's Risks 13. Insurance 14. Site Investigation Reports 15. Queries about the Contract Data 16. Contractor to Construct the Works & do maintenance 17. The Works to be Completed by the Intended Completion Date 18. Approval by the Engineer 19. Safety 20. Discoveries 21. Possession of the Site 22. Access to the Site 23. Instructions 24. Dispute Redressal System 25. Arbitration	B. Time Control 26. Programme 27. Extension of the Intended Completion Date 28. Delays Ordered by the Engineer 29. Management Meetings C. Quality Control 30. Identifying Defects 31. Tests 32. Correction of Defects 33. Uncorrected Defects D. Cost Control 34. Bill of Quantities 35. Variations 36. Payments for Variations 37. Cash Flow Forecasts 38. Payment Certificates 39. Payments 40. Compensation Events 41. Tax 42. Currencies 43. Security Deposit 44. Liquidated Damages 45. Advance Payments 46. Securities 47. Cost of Repairs
E. Finishing the Contract 48. Completion 49. Completion of Construction and Maintenance 50. Taking over 51. Final Account 52. Operating and Maintenance Manuals 53. Termination 54. Payment upon Termination 55. Property 56. Release from Performance	F. Other Conditions of Contract 57. Labour 58. Compliance with Labour Regulations 59. Drawings and Photographs of the Works 60. The Apprenticeship Act, 1961 61. Supplementary Item of Works.

Section- 4

Part I General Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works, including routine maintenance, has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is three years calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including routine maintenance. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

Routine Maintenance is the maintenance of roads for three years as specified in the Contract Data.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer, which varies the Works.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and hand over to the Employer. Routine maintenance is defined separately.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities, and (11) (11) Any other document listed in the Contract Data.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

4.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

5.1 The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 All certificates, notice or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contract details given by the Contractor in Section – 6 Form of Bid. Address and contract details given in Contract

Data to GCC. Communications between parties that are referred to in the Conditions shall be in writing. The notice sent by facsimile (Fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered Post or by Speed Post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

- 7.1** The Contractor may subcontract part of the construction work with the approval of the Employer in writing, up to **25 percent** of the contract price but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- 7.2** The Contractor shall not be required to obtain any consent from the Employer for:
- a. the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
 - b. the provision for labour, or labour component.
 - c. the purchase of Materials which are in accordance with the standards specified in the Contract.
- 7.3** Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:
- a) The Contractor shall not sub-contract the whole of the Works.
 - b) The Contractor shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.
- 7.4** The Engineer should satisfy himself before recommending to the Employer whether
- a) The circumstances warrant such sub-contracting; and
 - b) the sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub contracted.

8. Other Contractors

- 8.1.** The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 8.2.** The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

9. Personnel

- 9.1** The Contractor shall employ for the construction work and routine maintenance the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.
- 9.2** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- 9.3** The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

10. Employer's and Contractor's Risks

- 10.1** The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1** The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

- 12.1** All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance

- 13.1** The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant and Materials;
 - b) loss of or damage to Equipment;
 - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) Personal injury or death.
- 13.2** Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- 13.3 (a)** The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) Personal injury or death.
- 13.3 (b)** Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees.
- 13.4** Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.5** Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

- 14.1** The Contractor, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

16.2 The contractor shall construct the works with intermediate technology i.e. by manual means with medium input of machinery required to ensure the quality of works as per specifications. The contractor shall deploy equipments and machinery as given in the contract Data.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1 The employer shall hand over complete or part possession of the site to the contractor **seven days** in advance of construction programme. At the start of the work, the employer shall hand over the possession of at **least 50%** of the site.

22. Access to the Site

22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

- a. **The Engineer**
- b. **The Employer**
- c. **The Representative of ECL/ P & RD / FINANCE / P R Bodies**

23. Instructions

23.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

24. Dispute Redressal System

24.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall be referred to Sabhadhipati, Paschim Bardhaman Zilla Parishad and his decision will be binding to Employer and Contractor.

25. Arbitration **There will be no Arbitration.**

B. Time Control

26. Programme

26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery / equipment being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

26.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

26.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

27.2 The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Engineer

28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer.

29. Management Meetings

- 29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works including physical and financial progress.
- 29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

- 30.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

31. Tests

- 31.1 The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the SP 20/IRC / MORD /MOST/ MORTH and BIS
- b. For the correctness of the test results, whether performed in his laboratory or elsewhere.

For carrying out mandatory tests as prescribed in the specifications, the contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipments as specified in the Contract Data.

- 31.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification and as per IRC/ MORD/ MOST/ MORTH/ BIS to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

32. Correction of Defects (noticed during the Defect Liability Period and Routine Maintenance of Roads for three years)

- 32.1.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after three year. **The Defects Liability Period shall be extended for as long as Defects remain to be corrected.**

- 32.1.2 **Every** time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

- 32.2.1 The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and in the manner as defined in clause 1.1 and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins at Completion and ends after **three** years. .

- 32.2.2 The routine maintenance standards shall meet the following minimum requirements amongst others:-

- i) Potholes on the road surface to be repaired soon after these appear or brought to his notice either during contractor's monthly inspection or by the Engineer.
- ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- iii) Cleaning of surface drains including reshaping to maintain free flow of water.
- iv) Cleaning of culverts and pits for free flow of water.

- v) Any other maintenance operation required to keep the road traffic worthy at all time during the maintenance period.

32.2.3 To fulfil the objectives laid down in sub clauses 32.2.1 and 32.2.2 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can reduce this frequency in case of emergency. The Contractor shall forward to the Engineer the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

32.2.4 The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

32.2.5 Payment in respect of works already executed as per specification shall be made on receipt of satisfactory test result made by Agency & Concerned Deptt. as per IRC / MORD /MOST/ MORTH and BIS.

33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1.1 and clause 32.2.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. Cost Control

34. Bill of Quantities

34.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works, and lump sum figures for yearly routine maintenance for each of the three years separately, to be done by the Contractor.

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads.

35. Variations

35.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations

36.1 If rates for Variation items are specified in the Bill of Quantities, Schedule of Rates, P.W.(Roads) Deptt./ P.W.D./ WBSRDA the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Contract Data. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.

36.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim,

supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates plus 12.5% overhead and profit within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the current schedule of rates PW (Roads) Deptt./ P.W.D. of the same district. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

37. Cash Flow Forecasts

37.1 When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

38. Payment Certificates

38.1 The payment to the contractor will be as follows for construction work:

- (a) The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on measurements by the Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (g) The payment of final bill shall be governed by the provisions of clause 50 of GCC
- (h) All running A/ C bill / intermediate payment shall be treated as advance against final payment.

39. Payments

- 39.1** Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 15 days of the date of each certificate.
- 39.2** The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.
- 39.3** Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

40. Compensation Events

40.1 The following shall be Compensation Events unless they are caused by the Contractor:

- a) The Engineer orders a delay or delays exceeding a total of 30 days.
- b) The effects on the Contractor of any of the Employer's Risks.

40.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

41. Tax

- 41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes, GST (As applicable) of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42. Currencies

All payments will be made in Indian Rupees.

43. Security Deposit

- 43.1 The Employer shall retain security deposit of 10% percent of the amount from each payment until completion of the whole of the Works. Tenderer whose tender has been accepted, earnest money deposited (2% of amount put to tender) by him will automatically be converted into security deposit and amount of 8% of awarded cost will be deducted from each progressive bill starting from 1 st R/A bill. So 10% in total amount will constitute the security deposit.
- 43.2 On completion of the whole of the construction work half of the total amount retained as Security Deposit is repaid to the contractor and half when the Defect Liability period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
- 43.3 The additional performance security for unbalanced bids as detailed in Clause 51 of Conditions of Contract is repaid to the contractor when the construction work is complete. **Additional Performance Security @ 10% of the tendered amount shall be obtained in the form of Bank Guarantee from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal.**
- 43.4 The performance security is equal to the **10% (Ten percent)** of the contract price. On completion of the whole of the construction Work half the total amount retained as Security Deposit is repaid to the contractor and another half is repaid to the contractor when the period of **03 (Three)** years fixed for Routine maintenance is over and the Engineer has certified that the contractor has satisfactorily carried out rectification to the all Defects notified by the Engineer. The employer will be free to carry out Routine maintenance work and the amount required for this routine maintenance work will be recovered from the amount of Performance Security available with the employer and/or from any amounts of the Contractor whatever is due.
- 43.5 If the contractor so desires then the Security Deposit can be converted into any interest bearing security of scheduled commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer for Defect Liability Period.

44. Liquidated Damages

- 44.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.
- 44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

45. Advance Payment: There will be no Advance Payment for Mobilisation / Equipment

46. Securities

- 46.1** The Performance Security equal to ten percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security for routine maintenance shall be valid until expiry of Defect Liability Period and the additional performance security for unbalanced bids shall be valid until the date of issue of the certificate of completion.

47. Cost of Repairs

- 47.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

48. Completion

- 48.1** The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works is completed.

49. Completion of Construction and Maintenance

- 49.1.** The contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed.

- 49.2** The Contractor shall request the Engineer to issue the certificate of completion of the Routine Maintenance and the Engineer will do so upon deciding that the Routine Maintenance is completed.

50. Taking Over

- 50.1** The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion. The Contractor shall continue to remain responsible for its routine maintenance during the maintenance period.

- 50.2** The employer shall take over the maintained road within 7 days of the Engineer issuing a certificate of completion of the Routine Maintenance.

51. Final Account

- 51.1** The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract within 21 (twenty one) days of issue of certificate of completion of construction of works. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 42 days of receiving the Contractor's account if it is correct and complete. If it is not correct or complete, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 14 days of receiving the Contractor's revised account. The payment will be made within 14 days thereafter.

- 51.2** In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

52. Operating and Maintenance Manuals

- 52.1** If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

- 52.2** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

53. Termination

53.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

53.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) The Contractor does not maintain a Security, which is required;
- e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- f) The Contractor fails to provide insurance cover as required under clause 13; due to personal injury or death.
- g) If the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practise" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) If the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data.
- j) Any other fundamental breaches as specified in the Contract Data.
- k) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.
- l) A show cause notice shall be served to the contractor before termination for not obeying the contract.

53.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

53.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

54. Payment upon Termination

54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance (running account bill) payments received up to the date of the issue of the certificate and 10% less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages difference shall not recovered from the security deposit and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.

54.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

55. Property

- 55.1** All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

56. Release from Performance

- 56.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

F. Other Conditions of Contract

57. Labour

- 57.1** The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 57.2** The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

58. COMPLIANCE WITH LABOUR REGULATIONS

- 58.1** During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security.

The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

59. Drawings and Photographs of the Works

- 59.1** The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.
- 59.2** The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No

photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

60. The Apprentices Act 1961

- 60.1 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

61. Supplementary Item of Works.

- 61.1 Notwithstanding the provision made in the related BOQ any item of the work which can legitimately be considered as not stipulated in the Specific Schedule of probable items of work but has become necessarily as a reasonable contingent item during actual execution of the work will have to be done by the contractor if so directed by the Engineer-in-Charge in writing obtaining prior approval of the tender accepting authority and the rates will be fixed in the manner as stated below:
- The rate of Supplementary item shall be annexed to the maximum extent possible from rates of allied item of works appearing in the Specific Priced Schedule of probable items.
 - To complete the analysis, if necessary, the rates appearing in the Schedule of Rates of "P.W.D. Schedule of Rates" in force for the working area at the date of acceptance of the tender,
 - If the rates of the Supplementary items cannot be arrived at even after application of the Clause 61(a) , 61(b) above, the same shall be determined by analysis on the basis of "Standard Data Book for analysis of Rates for MORD" and on the basis of prevailing market rates of the materials. Contractor's profit and overhead charges (both together) will be allowed as per Standard Data Book). The contractual percentage will not be applicable in the case. Black market rate of the materials shall never be allowed.
 - Contractual percentage shall only be applicable with regard to the portions of the analysis based on Clause 61(a), 61(b) above only.
- 61.2 Value of the supplementary tender / substitute Supplementary tender shall not be more than 10% (ten percent) of the tendered amount / contract value accepted provided that total work value together with the Supplementary tender / substitute Supplementary tender (along with excess work, if any) shall not be exceed by the Tendered amount + 10% or Estimated Amount put to the tender whichever is less.

Contract Data to General Conditions of Contract

Except where otherwise indicated, the Employer prior to issuance of the bidding documents should fill in all Contract Data. Schedules and reports to be provided by the Employer should be annexed.

Clause Reference

Items marked "N/A" do not apply in this Contract.

- The Employer is Paschim Bardhaman Zilla Parishad (Tender inviting and acceptance Authority)
[Cl.1.1.1]
Address: The Additional Executive Officer, Paschim Bardhaman Zilla Parishad, Court Compound, P.O. - Asansol, Dist. - Paschim Bardhaman, PIN-713304.
Phone No. : 0341-2252726
Name of Authorized Representative: Additional Executive Officer, Paschim Bardhaman Zilla Parishad
- The Engineer is**
Designation: District Engineer, Paschim Bardhaman Zilla Parishad
Address : Court Compound, P.O. - Asansol, Dist. - Paschim Bardhaman , PIN-713304.
Phone No. : 0341-2252726
- The Intended Completion Date for the whole of the Works is 09 (Nine) Months from the date of work order (Excluding rainy season) [Cl.1.1.1, 17&27]
- Routine Maintenance during **three** years after the completion date as per periodicity given below.

Periodicity of Routine Maintenance Activities for 3 (three) years:

Sl. No.	Name of Item/ Activity	Frequency of operations in the year
1	Restoration of rain cuts and dressing of berms as per relevant codes.	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when as required)
2	Making up of shoulders as per relevant codes.	As and when as required
3	Maintenance of Bituminous surface road and/ or gravel road and / or WBM road including filling pot holes and patch repairs etc as per relevant codes.	As and when as required
4	Maintenance of drains as per relevant codes.	Twice (In case of hill roads as and when as required)
5	Maintenance of culverts and causeways as per relevant codes.	Twice (In case of hill roads as and when as required)
6	Maintenance of road signs as per relevant codes.	Maintenance as and when as required Repairing once in every two years.
7	Maintenance of guard rails and parapet rails as per relevant codes.	Maintenance as and when as required Repairing once in every two years.
8	Maintenance of 200 m and Kilo Meter stones as per relevant codes.	Maintenance as and when as required Repairing once in every two years.
9	White washing guard stones	Twice
10	Re-fixing displaced guard stones	Once
11	Cutting of branches of trees, shrubs and trimming of grass and weeds etc. as per relevant codes.	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when a required)
12	White washing parapets of C.D.Works.	Once

5. The Site is located atKM toKM[Cl.1.1]

6. The Start Date shall be **07 (Seven)** days after the date of issue of the Notice to proceed with the work[Cl.1.1]

7. (a) The name and identification number of the Contract is:e-NIT No.-**01 of 2024-25/SL**-[Cl.1.1]

(b) The Works consist of _____ [Cl.1.1]

_____. The works shall, inter-alia, include the following, as specified or as directed.

(A) Road Works.

Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road bituminous pavements remodeling/construction of junctions, intersections, supplying and placing of drainage channels, flumes, guard posts and other related items; construction/extension of cross drainage works, bridge, approaches and other related items; road markings, road signs and kilometer/hectometer stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works; rectification of the Defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the Drawings and provisions of the contract to ensure safety .\

(B) C.D. Works including bridges:

Site clearance; setting out, provision of foundations, piers abutments and bearings; pre-stressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/down-take pipes, provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the Site and handing over the works on completion; rectification of the Defects during the Defects Liability Period and submission of "As-built" drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the contract and to ensure safety.

(C) Maintenance and Other Items

As required to fulfill all the contractual obligations as per the Bid documents.

8. Section completion is [Cl 2.2]
9. The following documents also form part of the Contract: [Cl.2.3(11)]
-
10. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
 (b) The language of the Contract documents is English. [Cl.3.1]
11. The Schedule of Other Contractors is attached. [Cl. 8.1]
- 12 A. The Technical Personnel for construction work are: [Cl. 9.1]

Technical Personnel	Number	Experience in Road Works
i). Degree Holder in Civil Engineering/ Experienced Diploma Holder in Civil Engg.	01 no.	3 (Three) Yrs. / 10(Ten) Yrs. In construction
ii). Diploma Holder in Civil Engineering	02 nos.	3 (Three) Yrs.
iii) Supervisor Science Graduate	03 nos.	4 (Four) Yrs. In construction works

For field testing laboratory:

Technical Personnel	Number
Diploma Holder in Civil Engg.	01 (One)
Laboratory Assistant.	01 (One)
Helper.	01 (One)

- 13(a) Amount and deductible for insurance are: [Cl. 13.1]

As required Personal injury and Death

Loss of Govt. / Z.P. Materials, plants and damage to Govt. Property. _____

- 13(b) Amount and deductible for insurance are: (Personal injury or Death) [Cl. 13.3 (a)]

As required _____

Loss of Govt. Property, materials, plants etc. _____

14. Site investigation report [Cl.14.1]

15. The key equipments/ machinery for construction of works shall be:

Sl. No.	Name of Equipment / Machinery	Quantity

16 (a) Competent authorities are:: [Cl. 24.1]

Additional Executive Officer, Paschim Bardhaman Zilla Parishad.

17. (a) The period for submission of the programme for approval of Engineer [Cl.26.1]

shall be 15 (Fifteen) days from the issue of Letter of Acceptance.

(b) The updated programme shall be submitted at interval of 30 (Thirty) days. [Cl. 26.3]

(c) The amount to be withheld for late submission of an updated [Cl. 26.3]

programme shall be Rs. 1.5 lakhs.

18. The key equipment for field laboratory shall be:

Sl.No.	Name of Equipment	Quantity

19. The percentage of Variation of items of work for which there shall be no increase in rates shall be 80% (Eighty percent)[Cl 36.1]

20. The authorized person to make payments is Additional Executive Officer, Paschim Bardhaman Zilla Parishad.[Cl.39.2]

21. (a) Milestones to be achieved during the contract period
- (1) 1/8th of the entire contract work up to 1/4th of the period allowed for completion of construction
 - (2) 3/8th of the entire contract work up to 1/2 of the period allowed for completion of construction
 - (3) 3/4th of the entire contract work up to 3/4th of the period allowed for completion of construction

(b) Amount of liquidated damages for delay in completion of works

For Whole of work
1 percent of the Initial
Contract Price, rounded
off to the nearest
thousand, per week.

(c) Maximum limit of liquidated damages for delay in completion of work.

10 per cent of the Initial
Contract Price rounded
off to the nearest thousand.

22. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents. (Bank guarantee forms to be enclosed) [Cl. 46.1]

23. (a) The Schedule of Operating and Maintenance Manual **one month** from the date of completion of the work.. [Cl.51.1]

(b) The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.51.2]

24. The amount to be withheld for failing to supply "as-built" drawings by the date required is Rs. 1.50 Lakhs. [Cl.51.2]

25 (a) The period for setting up a field laboratory with the prescribed equipments **ten days** from the date of notice to start work. [Cl.52.2 (i)]

(b) The following events shall also be fundamental breach of contract: [Cl.52.2 (j)]
"The Contractor has contravened Clause 7.1 and Clause 9 of

Part I General Conditions of Contract

26. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 10% **(ten percent)**.

[CI.53.1]

Appendix to Part I General Condition of Contract

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.

- ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
 - e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
 - f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
 - g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
 - h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
 - i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
 - j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
 - k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
 - l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
 - m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
 - n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
 - o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 4.
Conditions of Contract
Part – II Special Conditions of Contract

These conditions vary and add to the Conditions of Contract set out in Part I General Special Conditions

Section 5

Specifications

- A.** The design and specifications prescribed are those for all-weather rural roads, including cross drainage work, and surface and sub-surface drainage system **as per specification given in relevant codes of IRC/MORD/MOST/MORTH of latest edition.**
- B.** For purposes of design, specification and quality control, specifications given in relevant codes **IRC/MORD/MOST/MORTH/BIS** of latest edition for Road and Bridge works including particular specifications shall form part of the Agreement.
- C.** For items not covered in relevant codes **of IRC/MORD/MOST/MORTH/ BIS** specifications for Road and Bridge works either **District specification or sound engineering practice**, as determined by the Engineer, in that order should be followed.

Section 5 (Cont'd)

Drawings

1. Key Map
2. Index Map showing Road Alignment
3. Typical Pavement Cross – Section
4. Typical Cross – Section of surface drain & protection works
5. Culverts and minor Bridges

Any other drawings needed would be supplemented during execution of the work.

Section 6

Form of Bid

Notes on form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

[Date]

To

Additional Executive Officer, Paschim Bardhaman Zilla Parishad

Court Compound, P.O.- Asansol ,

Dist.- Paschim Bardhaman

Pin-713304.

Description of the works: Details as stated in SBD & Financial Bid Document.

Identification Number of the Works: e- NIT No.-01 of 2024-25, Work Sl. No.-

1. I / We offer to execute the works described above and remedy any defects therein and carry out the routine maintenance in conformity with the Conditions of Contract, specifications, drawings, bill of Quantities and Addenda for
2. **The Rate in percentage(Below/Above /Atpar) is quoted in Financial Bid document in the space provided as referred to in clause 13of ITB.**
3. I/ We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
4. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

I / We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specifies in the Appendix to ITB.

Authorized Signature : _____

Name and Title of Signatory : _____

Name of Bidder : _____

Address _____

Telephone No.(s)Office: _____

Mobile No: _____

e-mail Id : _____

Section 7

Bill of Quantities

Preamble

1. The Bill of Quantities shall be read in conjunction with Instructions to Bidders, Conditions of Contract, Specifications and Drawings.

2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued **at percentage rate above or below or at par of the Schedule of Rates as tendered by the contractor.**

2.22For the routine maintenance of roads, the contractor must maintain the same at his own cost as this will be within the defect liability period of 3 (Three) years.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
4. Arithmetic errors will be corrected by the Employer pursuant to Clause 26 of the Instructions to Bidders.
5. When percentage rate tenders are invited, the Bill of Quantities will show in the bidding documents the rates used for different items.

Section 8

Standard Forms

(a) Letter of Acceptance

Notes on Standard Form of Letter of Acceptance
The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 31 and 32 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

[Letterhead paper of the Employer]

[Date]

To

.....
.....
(Name of Contractor & Address)

This is to notify you that the your quoted rate @% Above/Below/ At Par for execution of the work “.....” (Identification No. of work–e-NIT No-01 of 2024-25/ Sl.No.-..) and accepted by the Sabhadhipati, Paschim Bardhaman Zilla Parishad and routine maintenance of the work for three years for the contract price of Rs...../(Rupees) only, the original Estimated Cost being Rs.....only.

You are hereby requested to furnish Performance Security and additional security for unbalanced bids in terms of ITB clause 27.3 & 27.4 [where applicable] in terms of ITB Clause 27.3 in the form detailed in Clause 32 of ITB for an amount of Rs...../- in favour of ‘Additional Executive Officer, Paschim Bardhaman Zilla Parishad,’ payable at Asansol within 10 (Ten) days of the receipt of this Letter of Acceptance valid upto 45 days from the date of expiry of Defects Liability Period i.e. upto..... and sign the contract, failing which action as stated in Clause 32.3 of ITB will be taken.

(Signature, name and title of signatory,
Authorized to sign on behalf of Employer)

- Delete “corrected and” or “and modified” if only one of these action applies. Delete “as corrected and modified in accordance with the Instruction to Bidders” if corrections or modifications have not been effected.

(b) ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letter head of the Employer)

Memo No. Date:-

(WORK ORDER)

To
.....
.....

(Name of Contractor & Address)

Sub:

Identification No. of work – e- NIT No.-01 of 2024-25, Work Sl. No. -..)

Estimated amount put to Tender :-Rs.-/-

Offered Rate :-Less/At par/Above

Tendered amount as per accepted rate :- Rs.

Ref:- This office e- NIT No.-01 of 2024-25, Work Sl. No.-

(Vide Memo No.: e-NIT/PSBZP/Dated: and this office LOA vide Memo No.

LOA/PSBZP..... Dated-.....

This is inform you that as you have submitted the agreement papers etc .in compliance with the LOA vide memo no referred above, you are hereby asked to take up the work within 10 (ten) days in consultation with & as per direction of the undersigned or his representatives and complete the same within stipulated time as per terms and conditions of the contract.

This should be treated as formal Work order.

(Signature, name and title of signatory,
Authorized to sign on behalf of Employer)

(c) Standard Form of Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from correction of errors (Instructions to Bidders, Clause 26).

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____, 20____,
between _____
[name and address of Employer]

(hereinafter called "the Employer") of the one part, and _____

[name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute _____

[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor's Bid;
 - iv) Contract Data;
 - v) Special Conditions of contract and General Conditions of Contract;
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor

(d) Form of unconditional Bank guarantee from Contractors for _____[To be specified by Paschim Bardhaman Zilla Parishad]

AFFIDAVIT

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

I, Sri, S/o aged,
Years, Residing at,..... Proprietor/ Partner/Director of
..... do here by solemnly affirm and declare in connection
with e-NIT No.-01 of 2024-25,as follows.

1. That I, the undersigned, do certify that all the information furnished and statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. That the undersigned also hereby certify that neither any near relations of DE/AE/SAE of the Department nor any retired gazetted officers are in our employment.
3. The undersigned would authorize and request any Bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the Department to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance 120 days from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek reference from the Bankers of the undersigned.

7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments as listed in the ITB of the bidding documents immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of Engineer -in -Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments /apparatus as listed in the ITB to conduct the various tests on soil, aggregates, cement, concrete to maintain the quality at Site. We will upkeep the Laboratory set-up in good condition of the project.
9. We would deploy at site all necessary technical Personnel as listed in ITB for efficient contract management and supervision of works with a view to achieving best quality of work at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document /MORD Specification book/SP 20/SP 72 to achieve the best quality work at site. We will be contract bound to bring to the notice of the E.I.C. any non- compliance of test results along with the action taking report.
11. Any departure what so ever in any form will be considered as breach of contract. In such situation the Department at his liberty may with hold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.
13. On inspection of the alignment of the road/ site condition of the proposed road I am participating on the tender.
14. All applicable duties, GST, taxes, royalties, cess, toll and other statutory levies payable to State/Central Government will be borne by the undersigned.

Signature

PROFORMA FOR AFFIDAVIT

DECLARATION

(The Bidder shall have to submit in Non-Judicial Stamp of appropriate value duly notarized)

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 preferably at the working site within 45 days

(maximum) 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 out firm _____

_____ nor any constituent firm had been debarred to participate in tender by Paschim Bardhaman Zilla Parishad 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.

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 NIT restricted to maximum 1 no. works if more than one work in the same NIT.

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 and & I / my firm / company shall also be liable to prosecuted under section 197, 199 & 200 of Indian Penal Code, 1860 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 to the Government.

Signed by an authorized officer of the firm

Title of the officer

Name of the firm with seal

Date : _____

N.B. :-1. Affidavit is to be submitted in original at the time of making agreement.