BURDWAN DEVELOPMENT AUTHORITY

BURDWAN DEVELOPMENT AUTHORITY
(A STATUTORY AUTHORITY OF GOVT. OF WEST BENGAL)
New Administrative Building (5th Floor)
PURBA BURDWAN-713101

Phone & Fax:-0342-2561668
E-mail:- bdabdn2002@gmail.com
Website:- WWW.bdaburdwan.org

Notice Inviting E-tender No. - WBUD/BDA/CEO/e-NIT-13/2026-27

Chief Executive Officer, Burdwan Development Authority, invites e-tender for the works details which are given in the table below:

Sl. No.	*Name of Work*	*Source of Fund*	*Amount Put to tender (Rs)*	*Earnest Money (Rs)*	*Period of Completion*	*Name of concerned Division*	*Defect liability period*	*Eligibility of Bidder*
1.	**Construction of road from Anjirbagan to idilpur Irrigation Banglow, Ward No. 24 under Burdwan Municipality (2nd Call)**	**State Fund**	**15349103.05**	**306983.00**	**210 Days**	**BDA**	**5 Years**	***i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,*** ***ii) intending tenderers should produce credentials of 2(two) similar nature of work, each of the minimum value of 25% of the estimated amount put to tender during 5(five) year prior to the date of issue of this tender notice; or*** ***iii) intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;*** ***In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate, it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.***

1. **Intending bidders shall download the tender document from the website directly by the help of e-Token.**

Earnest Money Deposit of e-procurement

2% (two percent) of the Estimated Amount is to be submitted as Earnest Money by all the bidders irrespective of their business status.

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

N.B.:- Earnest Money is exempted for Three State Government Enterprises, viz. Mackintosh Burn Limited, Westinghouse Saxby Farmer Limited and Britannia Engineering Limited to exemption from earnest money for participation in Government tenders (Vide Memorandum No.-6417-F(Y) dated 26.08.2015 of Joint Secretary to the Govt. of West Bengal, Audit Branch, Finance Department and subsequent order No.-403(3)-W(C)/1M-208/15 dated-31.08.2015 of Joint Secretary to the Govt. of West Bengal, P. W. Department.) subject to the condition that they will furnish security deposit if selected in a tender.

A. Login by bidder:-

a) A bidder desirous of taking part in a tender invited by a State Government Office shall logging to the e-Procurement portal of the Government of West Bengal ***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 Fees for that tender by selecting from either of the following payments modes:

i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;

ii) RTGS/NEFT in case of offline payment through bank account in any Bank.

B. **Payment procedure:**

i.) ***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 which he wants to do the transaction.

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 of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

e. If the transaction is failure, the bidder will again try for payment by going back to the first step.

ii.) **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 he 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, the 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 State Government maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender 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 or 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 disqualifies 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 and automated process, to his bank account from which he made the payment transaction.

v. All refunds will be made mandatorily to the any A/C from which the payment of EMD & Tender Fees (if (any) were initiated.

2. **Eligibility criteria for participation in the tender.**
FOR 2nd CALL:-

i) ***Intending tenderers should produce credentials of a similar nature of work of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,***

ii) ***intending tenderers should produce credentials of 2(two) similar nature of work, each of the minimum value of 25% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or***

iii) ***intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;***
In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate, it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

N.B.:- Estimated amount, Bill Amount, Date of Completion of project and detail communicational address of client must be indicated in the credential certificate.

ii. The prospective bidders shall have in their fulltime engagement experienced technical personnel, the minimum being **one Civil Engineering Diploma holder (in case of project cost within Rs. 1 Crore)** and **One Civil Engineering Degree** holder with **Two diploma Engineer (in case of project cost exceeds Rs. 1 Crore but within Rs. 5 Crore)** (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation.) **(As per Finance Department Audit Branch GO No. – 5400 – F(Y) Dated 25th June 2012 of Government of West Bengal).**

[Non statutory Documents]

iii. **Valid up to date Income Tax return acknowledgment of *the latest 03 (Three) years*, Professional Tax Clearance Certificate/ P.T. (Deposit Challan for the latest year), Pan Card, valid GST Registration Certificate, Valid Trade License, and Voter ID Card for self-identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]**

(A) Other terms and Condition of the Credentials

1) Payment certificate (Except that of Burdwan Development Authority (BDA)) will not BE treated as credential.

Payment Certificate of BDA will be treated as credential subjected to satisfaction of the Tender Inviting Authority by checking office records regarding satisfactory completion of the work whose payment certificate is given.

2) Certificate issued by the Executive Engineer, or equivalent or competent authority of a State/ Central Government undertaking, Statutory/ Autonomous bodies constituted under Central/ State statute, on the executed value of completed work will be taken as credential.

(B) PLANTS AND MACHINERIES:

- **All necessary tools, plants and machineries will be supplied by concerned agency for**

above mentioned work as per requirement.

- **Agencies shall have to arrange land for creation of plant and machineries at their own cost and responsibility.**

iv. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated nonresponsive.)

v. The **Working Capital i.e. excess of current assets over current liabilities** shall not be less than **20 (twenty) percent** of the amount put to tender out of which minimum 15% shall be of applicants' own resource and **Finance Statement should invariably be uploaded with signature of C.A. with UDIN showing Working Capital etc. clearly.**

vi. In case of Proprietorship, Partnership Firms, The Company Tax Audit Report in 3CD Form authenticated by CA firm with proper UDIN are to be furnished along with the balance sheet and profit and loss account, and all the schedules forming the part of Balance Sheet and Profit & Loss Account in favour of applicant of **last 3 financial year.** No other name along with applicant name, in such enclose will be entertained. (Non-statutory documents)

vii. Registered Partnership Deed (for Partnership Firm only) / Article of Association & Memorandum. along with Power of Attorney to be submitted along with application. (Non-Statutory documents)

viii. Declaration regarding Structure and Organization duly signed by the applicant to be submitted along with application.

ix. Registered Unemployed Engineers' Co-operative Societies are required to furnish valid Bye Law, Current up to date Audit Report, Current N.O.C. from A.R.C.S., Minutes of last A.G.M. and <u>also submit documents of the society consists at least 10 (ten) members out of which at least 60% should hold degree or diploma in any branch in Engineering.</u> (Non-Statutory documents)

x. Joint Ventures collectively must comply with the minimum qualification requirements as mention in Eligibility of Bidder of this NIT. In addition the following requirements are also to be complied with:-

a. Lead Partner is to meet not less than 50% of all qualifying criteria as mentioned above.

b. Each of the Partners is to meet not less than 50% of all qualifying criteria as mentioned above.

xi. A prospective bidder participating in a single job either individually or as partner of a firm or in Joint Venture shall not be allowed to participate in the same job in any other form.

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

xiii. Where there is a discrepancy between the unit rate & the line-item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.

xiv. Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

3. The prospective tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.

4. Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill will be **25 (Twenty-Five) lakh or 30% of the tendered amount** whichever is less. Provisions in Clause(s) 7, 8 & 9 contained in B.D.A. Form No.2911 so far as they relate to quantum and frequency of payments are to be treated as superseded.

5. **<u>No mobilization /secured advance</u>** will be allowed.

Price Escalation of any kind will NOT be allowed.

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

7. All materials should be supplied by the Contractor/agency.

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

9. **The rate of deduction as per provision of GST.**

10. Provision of Arbitration is replaced through provision of Dispute Redressal Committee as contained in Finance Dept. notification no 8182-F(Y) dated 26.09.2012 of the Secretary, to the Govt. of West Bengal and relevant clause i.e. cl 25 of 2911(ii) is modified accordingly.

11. ***All materials required for the proposed scheme as mentioned including bitumen (all grade), bitumen emulsion, cement & steel will have be of specified grade & approved brand in conformity with relevant code of practice (latest revision) & manufactured accordingly & will have to be procured & supplied by the agency at his/ their own cost including all taxes. Authenticated evidence for purchase of bitumen, bitumen emulsion, cement and steel are to be submitted along with challan and test certificate. In the event of further testing opted by the Engineer-in-Charge, such testing from any Government approved/ Govt. outside the jurisdiction of BDA Testing Laboratory will have to be conducted by the agency at his/their own cost. Only 60/70(VG 30) grade paving bitumen of I.O.C.L/ B.P.C.L/ H.P.C.L (from nearest depot) will be permitted as Straight run Bitumen. Steel materials procure & supply by the contractor shall be of TOR steel rod/HYSD/TMT bar of Fe415/Fe500/Fe500D grade The grade to be decided by the E-I-C Departmental schedule of rates. Steel reinforcement to be procured from any of the producers should be tested (physical test and chemical test) as per required frequencies and as per relevant code of BUREAU OF INDIAN STANDARD by the procuring authority from the laboratory / institution with proper testing infrastructure (preferably NABL accredited), approved by the Procuring authority / Engineer in Charge of the works. Cost of such testing will be borne by the producers / suppliers from whom the department is going to procure the steel reinforcement. The test result (both physical & chemical) should conform to IS-1786-(latest revision) or IS-432 (latest revision) whichever is applicable. Cement to be used should satisfy all criteria as per relevant IS codes of practice. Cement manufactured from mini plants shall not be used in any case. The type (e.g. OPC/PPC/PSC) and grade of cement is to be decided by the EI-C or as per instruction reflect on the approved drawing of this Department or as stipulated in the Departmental schedule of rates.***

12. Any change of BOQ will not be accepted under any circumstances.

13. Documents (Scanned copies of originals) of depositing Earnest Money to be submitted along with Tender Documents.

14. **Bids shall remain valid** for a period not less than 120 (one twenty) days after the dead line date for Financial Bid submission. If the bidder withdraws the bid during the bid validity period the EMD of the bidder will be forfeited without assigning any reason thereof. Bid valid for a shorter period shall be rejected by the 'Evaluation Committee' as non-responsive.

15. **Important Information**
CRITICAL DATE AND TIME SCHEDULE: -

Sl. No	*Particulars*	*Date & Time*
1.	*Date of uploading of N.I.T. Documents (online) (Publishing Date)*	*09/10/2026 at 18:00 hrs.*
2.	*Documents download/sell start date (Online)*	*09/10/2026 at 18:30 hrs.*
3.	*Bid submission start date (On line)*	*09/10 /2026 at 18:50 hrs.*
4.	*Pre-bid Meeting Date (Optional)*	*14/10 /2026 at 16:00 hrs.*
5.	*Bid Submission closing (On line)*	*31/10/2026 at 16:00 hrs.*
6.	*Bid opening date for Technical Proposals (Online)*	*02 /11/2026 at 16:00 hrs.*
7.	*Date of uploading list for Technically Qualified Bidder(online)*	*To be Intimated Later*
8.	*Date of uploading final list for technically qualified bidders after disposal of appeals. (On line)*	*To be Intimated Later*
9.	*Date & Place for opening of Financial Proposal (Online)*	*To be Intimated Later* *Office of Burdwan Development Authority*
10.	*Date of uploading of list bidders along with the offer rates through (on line), also if necessary, for further negotiation through offline for final rate.*	*To be Intimated Later*

16. **LOCATION OF CRITICAL EVENT**

Bid Opening ——————— Office of the Burdwan Development Authority.

17. The Agency will be liable to maintain the work at working portion at the appropriate service level to the

satisfaction of the Authority at his own cost for a period as mentioned in the "Tender Form" from the date of completion of the work. If any defect/damage is found during the period as mentioned above contractor shall make the same good at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.

A retention towards Security amount of which will be determined as per prevailing govt. orders (including 2% Earnest money) of the billed amount shall be made by the by the authority from 1st R.A. bill to Final bill.

No interest would be paid on the Security Deposit.

18. All Bidders are requested to present in the Office of the Burdwan Development Authority', during opening the financial bid Chief Executive Officer, Burdwan Development Authority., may call **Open Bid/Seal Bid** after opening of the said bid to obtain the suitable rate further, if it is required. No objections in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal tenderer will be entertained in the Bid further.

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

20. **Price preference** will be allowed as per prevailing government Order.

21. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information's that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
Issuance of letter of acceptance / Work Order may be delayed and / or work may be financially restricted up to the limit of existing administrative approval until receipt of revised administrative approval from the competent authority (in applicable cases). Also issuance of letter of acceptance / work Order may be delayed and / or work may be restricted in some stretches till necessary land for the same is made available and / or encroachments are removed (in applicable cases). No claim, whatsoever, for such delay in issuance of Letter of Acceptance / Work Order and / or restriction of work will be entertained. Intending bidders may keep these criteria in mind while participating in tender and / or while quoting their rates.

22. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by B.D.A. The Chief Executive Officer *or* the Executive Engineer Burdwan Development Authority reserves the right to reject any application for purchasing Bid Documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at the stage of Bidding.

23. **Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.**

24. **Conditional/ Incomplete tender will not be accepted.**

25. The intending tenderers are required to quote the rate ***on line.***

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

27. Combined SOR 2017 w.e.f. 01.11.2017 of P.W.D.(WB) {Vol.-I, II &III} with up-to-date Addenda & Corrigenda and latest edition of the book of name 'Specification for Road and Bridge Works' of the M.O.R.T.&H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works shall deem to constitute a part of contract under this NIT.

28. During the scrutiny, if it come to the notice to tender inviting authority that **the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not allow to participate in the tender and that application will be out rightly rejected without any prejudice** with forfeiture of earnest money as per memo no. 547-W(C)/1M-387/15 dated 16.11.2015 of Joint Secretary P.W.D. (Section – C, C.51)

29. ***The Chief Executive Officer or The Executive Engineer, Burdwan Development Authority reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.***

30. ***Submission of irrelevant documents, excess documents other than those which required to be submitted in proper format may lead to cancellation of Bids.***

31. In case if there be any objection regarding prequalifying the Agency that should be lodged to the Chairman of Evaluation Committee within 2 days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Evaluation Committee.

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

33. **All the uploaded documents should be organized in proper order in the respective folders assigning names to the individual documents.**

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

i) Form No. 2911(ii)
ii) NIT
iii) Special terms & conditions
iv) Technical Bid
v) Financial Bid

35. **Qualification criteria:**

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

a) ***Financial Capacity***

b) ***Technical Capability comprising of personnel & Experience/Credential***

The eligibility of a bidder will be ascertained on the basis of the self-attested documents in support of the minimum criteria as mentioned in a & b above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice with forfeiture of earnest money forthwith or will be debarred from participation in any tender within the jurisdiction of BDA for a minimum period of 1 (one) year or more as deemed fit by the tender Inviting authority.

N.B.

i) In case of construction of roads, parks, beautification work, security deposit will be released as per the order of Department of Urban Development and Municipal Affairs, PWD Govt. of West Bengal, Finance Department, Govt. of West Bengal or any other Govt. Norms as applicable.

ii) The Additional Performance Security in all Projects shall be mandatory as per Government of West Bengal, Finance Department Audit Branch Order No. 4608-F(Y) Dated, 18th July, 2018.

iii) BOQ (details) attached with the NIT.

08/10/26

Subhabrata Mandal, WBCS(Exe)
Executive Engineer (Civil),
Burdwan Development Authority,
Purba Bardhaman

SECTION A

INSTRUCTION TO BIDDERS
SECTION – A

1. General guidance for e-Tendering

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

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

2. Digital Signature certificate (DSC)
Each contractor is required to obtain a class-II & Class-III. Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

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

4. Participation in more than one work
A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job. A prospective bidder (including his participation in partnership) shall be allowed to participate in single road / building work as mentioned in the list of schemes.

5. Submission of Tenders.
General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

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

A-1 Statutory Cover/ Technical file Containing

1. PREQUALIFICATION DOCUMENT

1. Prequalification Application (Sec-B, Form – I)
2. Scanned copies of original documents towards deposition of earnest money and tender fees against each work.

2. TECHNICAL DOCUMENT

1. Financial Statement (Section – B, Form – II).
2. Affidavits (Ref:- format shown in "X" Part "B" & format for general affidavit shown in "Y" Part "B").

3. Tender form No. 2911

4. NIT

5. Special Terms, condition & specification of works
Properly upload NIT, Specifications & 2911 digitally Signed. **The rate will be quoted in the BOQ. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in 2911 the tender liable to summarily rejected.**

A-2 Non statutory / Technical Documents

I. Professional Tax(PT) deposit receipt / challan/ certificate for the latest financial year, Pan Card, IT, Income Tax Return for the latest 03 (Three) Assessment years, valid GST Registration Certificate, valid trade license .

II. Registration Certificate under Company Act. (if any).

III. Registered Deed of partnership Firm/ Article of Association & Memorandum.

IV. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)

V. Tax Audited Report in 3 Cd Form along with Balance Sheet & Profit & Loss A/c for the last three years (year just preceding the current Financial Year will be considered as year – I)

VI. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Operative & Engineers' Co.- Operative Societies.

VII. List of Technical staffs along with structure & organization (Section – B, Form – III).

VIII. Credential should be submitted as required in the NIT i.e. Tender Notice.

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

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

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

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

Sl. No.	Category Name	Sub Category Description	Details
A.	**CERTIFICATES**	**CERTIFICATES**	**1. GST REGISTRATION CERTIFICATE** **2. PAN** **3. P TAX (CHALLAN)/ certificate for the latest year** **4. LATEST 03 (Three) Years IT RECEIPT.** **5. IT-Saral for latest Assessment Year.** **6. Valid Trade License.**
B.	**COMPANY DETAILS**	**1.COMPANY DETAILS**	**1. PROPRITORSHIP FIRM (TRADE LICENCE)** **2. PARTNERSHIP FIRM(Registered or Notarized** **3. Deed of PARTERNERSHIP Firm/ Article of Association & Memorandum of company, Valid TRADE LICENCE)** **3. LTD. COMPANY(LATEST INCORPORATION CERTIFICATE, TRADE LICENCE CHALLAN** **4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE ORIGINAL & RENEWAL BOTH)** **a) POWER OF ATTORNEY** **b) Registered BY LAW** **c) VALID REGISTRATION CERTIFICATE ISSUED BY THE CO-OP DEPT.**

			d) AGM of last Three Financial Years.
C.	**CREDENTIAL**	**CREDENTIAL**	**As per 'Eligibility of Bidder' column of the Tender Notice.**
D	**FINANCIAL (INFO)**	**WORK IN HAND**	**AUTHENTICATED FINANCIAL STATEMENT (SEC-B, FORM-II)**
E.		**PAYMENT CERTIFICATE**	**ONLY PAYMENT CERTIFICATE NOT THE TDS CERTIFICATE**
	Latest 3 (Three) years	**P/L AND BALANCE SHEET (WITH ANNEXTURE)**	**PROFIT & LOSS ACCOUNT AND BALANCE SHEET AND 3CD FORM IN CASE OF TAX AUDIT)**
		P/L AND BALANCE SHEET (WITH ANNEXTURE)	**PROFIT & LOSS ACCOUNT AND BALANCE SHEET AND 3CD FORM IN CASE OF TAX AUDIT)**
		P/L AND BALANCE SHEET (WITH ANNEXTURE)	**PROFIT & LOSS ACCOUNT AND BALANCE SHEET AND 3CD FORM IN CASE OF TAX AUDIT)**
F.	**MAN POWER**	**TECHNICAL PERSONNEL**	**LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURES & ORGANZATION (AS PER NIT) Name of the Technical Person are to be given as engaged as Permanent and Contractual.**

Tender evaluation committee(TEC)

i. Evaluation committee constituted by the Chief Executive Officer, Burdwan Development Authority, Burdwan will continue to function as evaluation committee for determination technically qualified contractors.

ii. **Opening of Technical proposal:-** Technical proposals will be opened by the Chief Executive Officer and his authorized representative electronically from the web site stated using their Digital Signature Certificate.

iii. Intending tenderers may remain present if they so desire.

iv. Cover (folder) statutory documents (vide Cl. No. 5.A-1) should be open first & if found in order, cover (Folder) for non-statutory documents (vide Cl. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

V. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evolution committee.

vi. Uploading of summary list of technically qualified tenderers.

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

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

B. Financial Proposal

i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor is to quote the rate(Presenting Above/ Below/ At per) online through computer in the space marked for quoting rate in the BOQ.

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

iii) Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.T. to be derived from the information furnished in **FORM-I & II** (Section-B) i.e., Application (for Pre-qualification) & Financial Statement. If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by scheduled supplement the applicant. **This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit.** Such revolving line of credit should be maintained until the works are taken over by the Assistant Engineer/ Employer.

The audited Balance sheet for the latest three financial years, net worth bid capacity etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing long term profitability including an estimated financial projection of the next two years.

6. Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 1 (One) year. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the B.D.A. Authority may take appropriate legal action against such defaulting tenderer.

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

7. AWARD OF CONTRACT

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter.
The notification of award will constitute the formation of the Contract.
The Agreement in W.B.F.No.-2911 will incorporate all agreements between the Tender Accepting Authority and the successful Bidder.
The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Letter of Acceptance.

The Letter of Acceptance will constitute the formation of the Contract.

An Agreement will be constituted in between the Tender Accepting Authority and the successful Bidder (L_1 Bidder) in W.B.F.No.-2911(ii) along with all necessary documents e.g. N.I.T. (including all kinds of terms and conditions and specifications of works), all addenda-corrigendum, different filled-up forms (Section –B), B.O.Q., Affidavits, original application, Comparative Statement, Acceptance letter etc. Successful tenderer (L_1 Bidder) shall have to purchase requisite copies of contract documents (on payment of requisite cost for formal agreement) from concerned Division & submit the same along with **original Application, Affidavit-'X' and 'Y'** to this office within the specified time limit as to be stated in the letter of acceptance positively & failure to comply content of this Clause & failure to submit the aforesaid requisite instrument by the successful bidder, the said bidder may be debarred from participating tenders under BDA for a minimum period of 1 (one) year or more as deemed fit by the tender Inviting authority.

Sd/
Chief Executive Officer,
Burdwan Development Authority,
Purba Bardhaman

SECTION – B

FORM-I
PRE-QUALIFICATION APPLICATION

To
The Executive Engineer,
Burdwan Development Authority,
Burdwan-713101.

Ref:- Tender for E N.I.T. No. WBUD/BDA/CEO/ENIT – ..... of 20..... – 20.....

Sir,

Having examined the pre-qualification documents (N.I.T. & Volume-I), I /we hereby submit all the necessary information and relevant documents for evaluation.
The application is made by me / us on behalf of.....

In the capacity..... .... duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.
We are interested in bidding for the works given in Enclosure to this letter.

We understand that:
(a) Chief Executive Officer or Executive Engineer can amend the scope & value of the contract bid under this project.
(b) Chief Executive Officer or Executive Engineer reserves the right to reject any application without assigning any reason.
Enclo:-
1. Prescribed forms duly filled in duplicate.
2. Evidence of authority to sign.
3. Latest brochures.

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

(P.T.O.)

SECTION – B
FORM-II
FINANCIAL STATEMENT

B1. Name of applicant:

B2. Summary o assets and liabilities on the basis of the audited financial statement of the last five financial years. (Attach copies of the audited financial statement of the last five financial year)

	Year (Rs in Lakh)	Year (Rs in Lakh)	Year (Rs in Lakh)	Year (Rs in Lakh)	Year (Rs in Lakh)
a. Current assets (it should not include investment in any other firm)					
b. Current liabilities (It should include bank over draft)					
c. Working capital (a)-(b)					
d. Net worth : (Proprietors capital or Partners Capital or Paid up Capital + Resource & Surplus)					
e. Bank Loan/Guarantee :					

B3. Net Profit before Tax (In%)
a) Current Period :
b) During the last Financial Year :
c) During each of the two previous financial years :

B4. a) Applicant's Own Resources :
b) Bank Credits :

B5. Approximate value of works in hand :

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

(P.T.O.)

AFFIDAVIT- 'X'

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

Work in progress				**Work order issued**		
Sl. No	**Name of work with tender No**	**Estimated Amount**	**% of work executed**	**Sl. No**	**Name of work with tender No**	**Tendered Amount**

Similar Work Completed			
Sl. No.	Name of the work with NIT NO.	Estimated amount	Work completion certificate

Signed by an authorized officer of the firm

Title of the Officer

Name of Firm with Seal

Date

(P.T.O.)

AFFIDAVIT- 'Y'

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

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

2. The under-signed also hereby certifies that neither our firm M/S _____ _____ not any of constituent partner had been debarred to participate in tender by the B.D.A during the last 05 (Five) years prior to the date of this NIT.

3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Authority to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Authority.

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

.

_____
Signed by an authorized officer of the firm

_____
Title of the Officer

_____
Name of Firm with Seal

Date _____

(P.T.O.)

SECTION – B
FORM-III
STRUCTURE AND ORGANISATION

A. 1. Name of Applicant (Firm) :

Office Address :

Telephone No. :

Mobile No. :

Fax No. :

A. 2. Office Address

Telephone No. :

Mobile No. :

Fax No. :

A. 3. Name and address of Bankers :

A. 4. Attach an organization chart showing : structure of the company with names of Key personnel and technical staff with Bio-data.

(P.T.O.)

SECTION –B

FORM – IV

DECLARATION IN THE FORM OF AN AFFIDAVIT BEFORE NOTARY PUBLIC

1. **I the undersigned do certify that all the documents uploaded herewith are genuine and correct to the best of my knowledge. If any declaration submitted is found/ ascertain to be incorrect/ fabricated/ misrepresented/ fraudulent etc. in letter stage, even after issuance of work order, the tender will be liable to be cancelled/ terminated immediately & I/ my firm/company shall also be liable to be prosecuted under existing Govt. laws.**

2. **I the undersigned, also declare that all the machineries as stipulated in the Memorandum No. 242-ENC/2023 Dated 30/03/2023 of Public Works Department, Works Branch, Govt. of W.B. and required to execute the work in proper way will be provided at the site whenever required or instructed by Departmental Engineers.**

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

(P.T.O.)

SECTION-B
FORM-V

EXPERIENCE PROFILE

Name of the Firm:

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY UP TO A VALUE OF 40% OF THE ESTIMATED VALUE PUT TO TENDER

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Original date of start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion the work	Reasons for delay in completion (if any)

Ff

Note : a) Certificate from the Employers to be attached.
b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.

Signature of the Contractor/company/agency

(b) No tender will be deemed to the fit for consideration unless the tender documents are fully and completely filled in. All information's that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.

(c) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.

(d) No alteration shall be permitted to be made by the tenderer in any tender after its submission.

(P.T.O.)

I DO HEREBY DECLARE THAT IF MY TENDER IS ACCEPTED UNDER A GIVEN NAME AND SUBSEQUENTLY DISCOVERED TO HAVE GIVEN A FAKE NAME, MY CONTRACT SHALL BE ANNULLED FORTHWITH AND APPROPRIATE CRIMINAL PROCEEDING SHALL BE INITIATED AGAINST ME WITH FORFEITURE OF SECURITY DEPOSIT.

Signature and address
of the Tenderer

(P.T.O.)

SECTION — 3

Special Terms and Conditions

GENERAL:

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications in the "Public Works Department" Schedule of Rates for works in West Bengal for the working area.

The project should be executed as per IS code /IRC/MOST/MORTH standards regarding the quality of materials and various item of works.

TERMS & CONDITIONS IN ORDER TO PRECEDENCE:

If the stipulations of the various components of the contract documents be at variance in any respect, one will over-ride the other (only in so far as those are at variance) in the order of precedence as given below:

(a) Special terms and conditions

(b) Special specifications

(c) General specifications

(d) Notice Inviting Tender

(e) Schedule of probable items with approximate quantities

(f) Printed Tender Form, i.e. W.B.F. 2911

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

Signature and address
of the Tenderer

P.T.O.)

ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK :

The word "Engineer-In-Charge" means the Executive Engineer, B.D.A. The word "AUTHORITY" appearing in the tender documents means Burdwan Development Authority, who have jurisdiction of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Chief Executive Officer. The work shall have to be taken up within seven days of the receipt of the work order. Failure to do so will constitute a violation of the contract stipulation as regards proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

CONDITION IN EXTENDED PERIOD:

The case may be when an extension of time for completion of work is authorized by the Chief Executive Officer, it will be taken for granted that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:
All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road/building users and occupants, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The contractor must see that all damages to any property which, in the opinion of the Chief Executive Officer or Executive Engineer, BDA are due to the negligence of the contractor, are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Chief Executive Officer or Executive Engineer, BDA.

TRANSPORTATION ARRANGEMENT :
The contractor shall arrange for all means of transport including Railways Wagons required for carriage and supply of materials and also the materials required for the construction work. The Authority may however, at their own discretion grant necessary certificates, if required, for procurement of railways Wagons. But, in case of failure of the Authority to help the Contractor in this respect, the contractor will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances. If Railways Wagons are not available, the Contractor will have to depend on transport of materials by road as necessary to complete the work in time and the contractor must consider this aspect while quoting rate.

Signature and address
of the Tenderer

(P.T.O.)

CONTRACTOR/AGENCY'S SITE OFFICE:
The contractor shall have an office adjacent to the work as may be approved by the Chief Executive Officer where all directions and notice of any kind whatsoever which the Chief Executive Officer or his representative may desire to give to the contractor in connection with the contract may be left and same when left at or sent by post to such office or delivered to the Contractor's authorized agent or representative shall be deemed to the sufficiently served upon the contractor.

INCIDENTAL AND OTHER CHARGES :
The cost of all materials, hire charges to Tools and plants, Labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), Electricity and other charges of Municipalities or statutory Bodies, Ferry charges, Toll Charges, Loading and unloading charges, Handling charges overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax etc. All other charges for the execution of the complete or finished work or in case of supply of materials and for carriage to the entire satisfaction of the Assistant Engineer of the work. No claim whatsoever in this respect will be entertained.

AUTHORISED REPRESENTATIVE OF CONTRACTOR/AGENCY :
The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorized representative in respect of one or more of the following purpose only.
a) General day to day management of work
b) To attend measurements when taken by the Authority Officers and sign the records of such measurements which will be taken of acceptance by the Contractor.
The selection of the authorized representatives subject to the prior approval of the Chief Executive Officer concerned and the contractor shall in writing seek such approval of the Chief Executive Officer giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified in Clause 9 (a), (b) and (c) which the representative will be authorized for even after first approval, the EIC may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The EIC shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor himself.

Signature and address
of the Tenderer

(P.T.O.)

POWER OF ATTORNEY:

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

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

CONTRACTOR'S GODOWN :
The contractor must provide suitable go downs for cement and other materials at the site of work. The cement go down is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if a solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Assistant Engineer. No separate payment will be made for these go downs or for the store yard. Any cement which is found at the time of use to have been damaged shall be rejected and must immediately to removed from the site by the Contractor or deposited as directed by the Engineer-In-Charge.

ARRANGEMENT OF LAND :

The contractor will arrange land for installation of his Plants and Machineries, his go down, store yard, labor camp etc. at his own cost for the execution of the work.

USE OF GOVERNMENT LAND :
The contractor shall make his own arrangements for storage of tools, plant, equipments, materials etc. of adequate capacity and shall clear and remove, on completion of work, shed, huts etc. which he might have erected in Government Land. Before using any space in Government Land of any purpose whatsoever, approval of the Chief Executive Officer is mandatory.

Signature and address
of the Tenderer

(P.T.O.)

ROYALTY:
The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, late rite, Morrum, gravel etc. to the Chief Executive Officer, before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorized quarry holder or commercials establishment who directly or indirectly pay the royalty to the Government, necessary
certificate or cash memo for sale in that respect from them shall have to be produced to the Chief Executive Officer failing which necessary deduction from the dues of the contractor may be made as fixed by the Chief Executive Officer.

WORK ORDER BOOK :
The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order book to authority Concerned, who is authorized to receive and keep in custody the Work Order Book on behalf of the Chief Executive Officer. The Work Order Book shall be kept at the site of work under the custody of BDA or his authorized representative. The Work Order Book shall have machine numbered pages in duplicate directions or instruction from Authority officers to be issued to the Contractor will be entered (in duplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorized representative may take away the duplicate page of the Work Order Book for his own record and guidance.
In Case of supplementary items or of claims may not be entertained unless supported by entries in the Work Order Book or any written order from the Tender Accepting Authority.
The first page of the Work Order Book shall contain the following particulars:
a) Name of the Work

b) Reference to contract number

c) Contractual rate in percentage

d) Date of opening of the Work Order Book

e) Name and address of the Contractor

f) Signature of the Contractor

g) Name & address of the Authorized representative (if any of the contractor authorized by him)

h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor.

i) Signature of the authorized representative duly attested by the Contractor.

j) Signature of the Officer concerned.

k) Date of actual completion of work.

l) Date of recording final measurement.

Entries in (k) & (l) above shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the B.D.A.

Signature and address
of the Tenderer

(P.T.O.)

CLEARING MATERIALS :

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

SUNDRY MATERIALS :

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Chief Executive Officer at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All petty and sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour require for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor at his own cost.

SUPPLEMENTARY/ADDITIONAL ITEM OF WORKS :

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

(a) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W. (Roads) Department schedule of rates of probable items of work forming part of tender document.
(b) In Case, extra items do not appear in the Public Works Department (WB) Schedule of Rates for building works materials and labor, sanitary & plumbing works, such items for the works shall be paid at the rates entered in the Public Works Department (Roads) Schedule of Rates for the working area.
(c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labor and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed, the contractual percentage will not be applicable.
(d) Black-market rates shall never be allowed.
(e) Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a) & (b) stated above only.

It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender.

Signature and address
of the Tenderer

(P.T.O.)

COVERED UP WORKS :
When one item of work is to be covered up by another item of work the latter item shall not be done before the formal Item has been measure up and has been inspected by the Chief Executive Officer or Assistant Engineer, as the authorized representatives of the Chief Executive Officer and order given by him or proceeding with the latter item of work.

APPROVAL OF SAMPLE :
Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Chief Executive Officer and checking the quality of such materials shall have to be done by the concerned Department prior to utilization in work.

WATER AND ENERGY :
The contractor shall have to arrange for their own source of energy for operation of equipments and machineries, driving of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.
All materials and Tools and Plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food staff, medical aid etc. are to be arranged for by the contractor. The cost of transport of labour, materials and all items as aforesaid shall also have to be borne by the Contractor

Signature and address
of the Tenderer

(P.T.O.)

DRAWINGS :
All works shall be carried out in conformity with the drawings supplied by this Authority. The Contractor shall have to carry out all the works according to the Authority general arrangement drawing and detail working drawings to be supplied by the Authority from time to time.

SERVICEABLE MATERIALS:
The responsibility for stacking the serviceable materials obtained during dismantling of existing structure/road (to be decided by the Chief Executive Officer) and handling over the same to the Chief Executive Officer of work of this Authority lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handling over the same to this Authority, full value will be recover from the
Contractor's bill at rates as will be assessed by the Chief Executive Officer.

UNSERVICEABLE MATERIALS :
The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dress up and clear the work site after completion of work as per direction of the Chief Executive Officer. No extra payment will be made on this account.

CONTRACTOR'S RISK FOR LOSS OR DAMAGE :
All risk on account of Railway or Road carriage or carriage by boat including loss or damage of vehicles boats, barges materials or labour will have to be borne by the contractor.

IDLE LABOUR :
Whatever the reasons may be no claim or idle labour, enhancement of labour rate additional establishment cost, cost of TOLL and hire and labour charges of tools and plants Railway freight etc. would be entertained under any circumstances.

CHARGES AND FEES PAYABLE BY CONTRACTOR :

a) The contractor shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the Authority against all penalties and liability of every kinds for breach of such statute regulation or law.

b) The Contractor shall have save harmless and indemnify the Authority from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

Signature and address
of the Tenderer

(P.T.O.)

ISSUE OF TOOLS AND PLANTS :

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost, all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

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

COMPLIANCE OF DIFFERENT ACTS :
The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, his and Chief Executive Officer, BDA may at his discretions, take necessary measure over the contract.
The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain **necessary certificate and license from the concerned Registering Office** under the Contract Labor (Regulation & Abolition) Act, 1970.
The contractor shall be bound to furnish the Chief Executive Officer all the returns particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the C.E.O. may at his discretion take necessary measures over the contract.
COMMENCEMENT OF WORK :
The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

ASSIGNMENT AND SUB-LETTING OF CONTRACT:
After award of the contract, sub-letting of the entire work or a part thereof by the contractor shall not be allowed without the prior written consent of the tender accepting authority. Such consent, if given, shall not relieve the contractors from any liability and obligation under the contract and he shall be responsible for the acts, defaults and neglects of any of his sub-setting of work.
CANVASSING:
Canvassing in connection with tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable for rejection.
PROGRAMME OF WORK :
Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the materials men and equipments. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Chief Executive Officer who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Chief Executive Officer and is modified by him. The contractor must pray in writing, showing sufficient reasons therein, for modification of programmed. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with it the actual progress of work does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

Signature and address
of the Tenderer

(P.T.O.)

SETTING OUT OF THE WORK :

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

PRECAUTIONS DURING WORKS :

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. in case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the EIC and necessary precautionary measures as would be directed by the EIC shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Chief Executive Officer of the concerned will be recovered from the contractor.

NIGHT WORK :

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

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(P.T.O.)

TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:
All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works and IS codes and the Chief Executive Officer reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Chief Executive Officer may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Chief Executive Officer without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Chief Executive Officer. The cost of all such tests would be borne by the agency.

TIMELY COMPLETION OF WORK:
All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

PROCUREMENT OF MATERIALS:
All materials required for complete execution of the work shall be supplied by the contractor after procurement from authorized and approved source.

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

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

DAMAGED CEMENT:
Any cement lying at contractor's custody which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by Chief Executive Officer at the costs and expenses of the contractor.

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

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(P.T.O.)

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

DELAY DUE TO MODIFICATION OF DRAWING AND DESIGN :
The contractor shall not be entitled for any compensation for any loss suffered by him due to delays arising out of modification of the work due to non-delivery of the possession of site.

ADDITIONAL CONDITIONS :
A few additional conditions under special terms and conditions.

a) Rate quoted shall be inclusive of clearing site including removal of surplus earth, rubbish, materials etc. as per direction of the EIC.

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

c) Display board to size 150cm X 90cm is to be provided at site of work with Sal Bullah Post to a height of 1.5 Metre at the cost of the contractor including insertion as directed by the Assistant Engineer.

d) The Contractor is to display caution board at his cost.

e) Deep excavation of trenches and left out for days should be avoided.

f) The Contractor or supplier should not import into West Bengal on competitive price basis.

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

h) As per Finance (Taxation) Department of Income Tax Will be made from each bill of the contractor as per applicable rate in force.

PAYMENT OF BILLS:
As mentioned in the NIT.

REFUND OF SECURITY DEPOSIT :
As mentioned in Vol I, Sec A, Instruction to Bidders.

ARBITRATION :
There shall be no provision for Arbitration under this contract, Provision under clause of 2911 is thus considered deleted.

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(P.T.O.)

DECLARATION BY THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein along with the drawing attached. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction as per drawings referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the Authority.

I/We also agree to procure tools and plants, at my/our cost required for the work.

_____

Signature of Tenderer

_____

Postal address of the Tenderer