



Price of Bid-Documents: 1000/-
West Bengal Pollution Control Board

(Department of Environment, Govt. of West Bengal)
Paribesh Bhavan, 10A, LA-Block, Sector-III, Salt Lake City, Kolkata-700 106
Telephone: 033 2202 3000, Fax : (033) 2202 3099
Web : www.wbpcb.gov.in Email : net.wbpcb@bangla.gov.in

e-NOTICE INVITING TENDER NO. WBPCB/O&M-(ASN)/2023-2024 (e-17)(3rd Call) Dated 19.02.2024 OF WEST BENGAL POLLUTION CONTROL BOARD.

Tender Documents

e-NIT No. WBPCB/O&M-(ASN)/2023-2024 (e-17)(3rd Call)

Dated : 23.02.2024

THE WEST BENGAL POLLUTION CONTROL BOARD. invites *ITEM RATE e-Tender* for the work detailed in the table below. (Submission of Bid through **online**).

List of Work (s):-

Sl .	Name of the work	Estimate Amount (Rs.)	Earnest Money (Rs.)	Period of Completion	Location of work	Eligibility of the Contractor
I	Supply and Installation of Laboratory Furniture along with associated civil and electrical jobs for proposed infrastructure development of laboratory in Asansol Regional Office-cum-Laboratory building at Kalyanpur Satellite Township Project (KSTP), Dr. B.C. Roy , P.O. : Dakshin Dhadka, PS : Asansol (North) , Dist : Paschim Bardhaman, Asansol , Pin : 713 302	Rs. 6,84,746.00 (Rupees Six lakh Eighty-Four Thousand Seven Hundred Forty Six) only including GST & Labour Welfare Cess	Rs. 13,700.00 (Rupees thirteen thousand seven hundred) only	3 (three) months from the date of commencement of the job.	Kalyanpur Satellite Township Project (KSTP), Dr. B.C. Roy , P.O. : Dakshin Dhadka, PS : Asansol (North) , Dist : Paschim Bardhaman, Asansol , Pin : 713 302	Bonafide & resourceful Contractors having credentials of similar nature of works as mentioned in sl. No.-3.

NB: - Intending Tenderer will have to pay the cost of tender documents to participate in tendering as mentioned herein.

1. In the event of an e-tender, the intending bidder may visit for details to the website of the Board www.wbpcb.gov.in and download the tender document from the website: <https://wbtenders.gov.in> directly with the help of a Digital Signature Certificate. The necessary cost of tender documents (tender fees) amounting to **Rs 1,000/- (Rupees one thousand only)** should be submitted online vide Memorandum No. 3975 – F (Y) dated, 28th July 2016 of the Audit Branch, Finance Department, Govt. of West Bengal. For details procedure a copy of the said Memorandum is attached as a part of the tender document).

Necessary Earnest Money Deposit (EMD) as mentioned above should be submitted online vide Memorandum No. 3975 – F (Y) dated, 28th July 2016 of the Audit Branch, Finance Department, Govt. of West Bengal. For details procedure a copy of the said Memorandum is attached as a part of the tender document)

In case of failure on the part of the Agency to comply with the instruction as given to him from time to time regarding the Signing Agreement, Commencement of Work in time, or whatever, the EMD will be forfeited.

The tender document may be downloaded from the website and submission of Technical Bid/Financial Bid as per the Tender schedule stated in **Sl. No. 11 (Date & Time Schedule)**.

The documents submitted by the bidders should be indexed and also should be according to his/their Firm name.

2. Eligibility criteria for participation in tender: -

i) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government., State/Central Government undertaking, Statutory/Autonomous bodies constituted under the Central/State statute, or reputed company on the executed value of completed/running work of **similar nature of work with allied works like Civil, Interior, Sanitary & Plumbing works, etc.** will be taken as credential as follows:

- a) Intending tenderers should produce credentials of 3 (three) similar nature of completed work of the minimum value of 30 (thirty) % of the Estimated Amount put to tender during 12 (twelve) years before the date of issue of this tender notice; or,
- b) Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 45 (forty-five) % of the estimated amount put to tender during 12 (twelve) years before the date of issue of the tender notice; or,
- c) Intending tenderers should produce credentials of one single running work of a similar nature that has been completed to the extent of 60 (sixty) % or more of the estimated amount put to tender during 12 (twelve) years before the date of issue of the tender notice; or,
 - ii) In the 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.”**
 - iii) The Bidder also should submit a copy of **PAN Card, IT Return of the last year, Professional Tax Enrolment certificate or current year challan, Valid Trade License, and proof of GST Registration no.**
 - iv) The Bidder must ensure all applicable work permits from the competent authority and applicable licenses for the competency of successful completion of the work. In any circumstance, the bidder will be liable to produce the applicable license/certificate associated with the execution of the work.

3. No advance payment will be made. However, payment will be made after the completion of the work on submission of the GST bill/Invoice in triplicate.

The Security Deposit of @10 (Ten) % shall be deducted from each Bill to be paid to the Contractor for the work done, accumulating of such deduction shall be @10 (Ten) % in total of the Gross Bill Amount of the Final Bill before deduction of payment already made in R/A Bill, if any.

No interest will be paid on the security deposit.

EMD will be adjusted in the Final Bill.

4. The prospective bidders or any of their constituent partner(s) should not have **abandoned** more than one work. Not more than one of their contracts should have been **rescinded** during the last 3 (three) years from the date of publishing of this NIT. Such abandonment or rescission will be considered as disqualification towards eligibility (a declaration in this respect through an Affidavit will have to be furnished by the prospective bidders without which the technical bid will be treated as **nonresponsive**. Neither the prospective bidder nor any of the constituent partner(s) should have been debarred to participate in tender(s) by the Board during the last 5 (five) years before the date of this NIT. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per the prescribed format without which the Technical Bid shall be treated non-responsive).

5. **Constructional Labour Welfare Cess @ 1(one) %** of the cost of construction will be deducted from the bills of the contractors on all contracts awarded on or after 01.11.2006 in persuasion with G.O. No. 599A/4M-28/06 dated 27.09.2006. The GST, Royalty & all other Statutory levy/Cess will have to be borne by the contractor & the rate in the schedule of rates is inclusive of all the taxes & Cess stated above.

6. All liabilities arising out of the engagement of workers are duly met before the submission of bills for payment.

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

9. **No Mobilization Advance and Secured Advance will be allowed.**

10. **Bids shall remain valid for a period not less than 120 (One Hundred Twenty) days** from the last date of submission of Financial Bid/BoQ. In case of an inadvertent typographical mistake found in the specified schedule of rates/BOQ, the same will be treated to be so corrected as to conform to the relevant schedule of rates prevailing at the time of floating of tender and/or technically sanctioned estimate. No claim whatsoever for such inadvertent typographical mistakes will be entertained.

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

SL. NO.	PARTICULARS	DATE & TIME
1.	Date of uploading of N.I.T. & Bid Documents (Online)	23.02.2024 at 17.30 Hrs.
2.	Bid Documents download start date (Online)	23.02.2024 from 18.00 Hrs.
3.	Pre-bid Meeting	27.02.2024 at 13.00 Hrs.
4.	Minutes of Pre-bid meeting to be uploaded	29.02.2024 at 17.30 Hrs
5.	Bid proposal submission start date (Online)	29.02.2024 From 18.00 Hrs.
6.	Bid Submission through e-tendering end date (Online)	11.03.2024 up to 12.00 Hrs.
7.	Bid opening date for technical proposal (Online)	11.03.2024 at 13.00 Hrs.
8.	Date of Opening of financial bid	Intimated later

12. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record, or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Member Secretary, PCB in writing for written instruction or decision. Thereupon, the Member Secretary, PCB shall give its written instructions or decision within a short period as deemed fit from the date of receipt of the contractor's letter.

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

14. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in the 'Instructions to Bidders' before bidding.

15. There will be a "Defect Liability Period" of **01 [One] year** from the date of completion and the security deposit will be released after the expiry of the defect liability period based on the satisfactory completion certificate issued by the Competent Authority. If any defect/damage is found during the period as mentioned above, the contractor will make the same good at his own expense up to the specification at par with the instant renovation and repair work, or on default, the Engineer-in-Charge may cause the same to be made good by other agency and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter become due to the contract or from his security deposit or the proceeds of the sale thereof, or sufficient portion thereof.

16. If the contractor or his workmen or servant or authorized representatives shall break, deface, injure or destroy any part of the building, in which they may be working or any building, road, road curbs, fence, enclosure,

water pipes, cables, drains, electric or telephones posts or wires tress, grass or grassland or cultivated ground contiguous to the premises of which the work or any part of it is being executed or if any damage shall happen to the work from any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within a period of **Six months** after issuance of certificate of its completion by the Engineer – in charge, the contractor shall make the good at his own expense, or in default, the Engineer – in –charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums whether under this contract or otherwise, that may be then, or at any time thereafter become due to contractor by the Government, or from his security deposit or the proceed of the sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in –charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and or such sum, it shall be law full for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

17. *In the case of Ascertaining Authority at any stage of the tender process or execution of work necessary registered irrevocable power of attorney is to be produced. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by the Board.*

18. All intending bidders are requested to be present in the office of WBPCB, at the address as mentioned herein during opening of the Tender to observe the tender opening procedure.

19. No **CONDITIONAL/INCOMPLETE TENDER** will be accepted under any circumstances.

20. In the event of acceptance of the lowest tendered rate no multiple minimum rates will be considered by the Board.

21. The Senior Environmental Engineer (O&M and Building Cell), WBPCB, reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

22. During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder are incorrect/manufactured/fabricated, that tender will be out rightly rejected and further penal action may be taken against him as per rule.

23. In case there is any objection regarding prequalifying an agency, that should be lodged to the Chairman of the Bid Evaluation Committee within 48 hours from the date and time of publication of the list of qualified agencies, and beyond that time schedule, no objection will be entertained by the Bid Evaluation Committee.

24. Before issuance of LOA/work order, the tender inviting authority may verify the credentials and other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, that case LOA/Work Order will not be issued in favor of that tenderer under any circumstances and further penal action may be taken against him as per rule.

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

i. NIT

ii. Special Terms & Conditions.

iii. Technical bid

iv. Financial bid

In case of an inadvertent typographical mistake in the BOQ/Schedule of works/Price Schedule/rates/elsewhere, the same may be treated to be so corrected as to conform to the relevant schedule of rates and or technically sanctioned estimate.

Qualification Criteria:

The Bid Evaluation Committee will do the Technical and Financial Evaluation of the bidders for the works and make recommendations to the tender accepting authority. The bidders will have to meet all the minimum criteria regarding: -

1. Financial Capacity

The financial capacity of the bidder will be judged based on the eligibility criteria mentioned in the tender documents. As mentioned in the NIT to be derived from the information furnished in Form-I & II (Section-B) i.e. Application (for pre-qualification) and financial statement.

2. Technical Capability comprising of experience and credentials.

The eligibility of a bidder will be ascertained based on his digitally signed documents in support of the minimum criteria as mentioned above with the help of his DSC. If any document submitted by a bidder is either manufactured or false, in such case the eligibility of the bidder/tenderer will be outright rejected at any stage without any prejudice and further penal action may be taken against him as per rule.

27. The Bid Evaluation Committee reserves the right to ignore minor deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee/authority will be entertained. In case of second and subsequent calls, the Bid Evaluation Committee reserves the right to ignore some deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

28. Bidders should upload their documents from original copies. Uploading Photocopy and illegible copies will not be accepted.

29. Pre-Bid Meeting:-

The bidder or his authorized representative is invited to attend the pre-bid meeting to be held at the office of the Board on **27.02.2024 at 13.00 Hrs.**

- a) The purpose of the meeting will be to clarify issues regarding the Bidding Document.
- b) The bidder is required to submit questions in writing or by cable to reach the Board's office with a copy to the owner, not later than three days before the pre-bid meeting.
- c) Record notes of the meeting including the text of the questions raised and responses given will be transmitted without delay to prospective bidders who have purchased the Bidding Documents. Any modification of the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Owner / Board exclusively through an addendum to the bidding documents and not through the record notes of the pre-bid meeting.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- e) The bidder shall depute a maximum of two authorized persons to take part in the pre-bid meeting. The bidder is not expected to raise any additional query after the pre-bid meeting and the Owner is not obliged to reply to any such query.
- f) The pre-bid meeting shall be open to any prospective bidders.

Address for Communication

The Chief Engineer
(Building and O&M Cell)
West Bengal Pollution Control Board
Paribesh Bhavan,
10A, LA-Block, Sector-III,
Bidhannagar, Kolkata-700106

Ph: (033) 2202 3000, Fax: (033) 2202 3099

Web: www.wbpcb.gov.in, Email: 1. net.wbpcb-wb@bangla.gov.in 2. solar.wbpcb@gmail.com

Sd/-
Member Secretary
West Bengal Pollution Control Board.

West Bengal Pollution Control Board

SECTION – A

INSTRUCTIONS TO THE BIDDER

West Bengal Pollution Control Board

INSTRUCTIONS TO BIDDERS

Definitions/Instructions/Guidelines are furnished below to the Bidders for assisting to participate in the e-tendering system: -

1. DEFINITIONS

Unless the context of these instructions to Bidders otherwise requires the following terms wherever used in these Instructions to Bidders shall have the meaning defined hereunder:

Words imparting the singular shall also include the plural and vice versa where the context requires. Whether the words and phrases defined in this Clause are capitalized or not in the Contract shall not affect their meaning.

1.1 "The Board" means the West Bengal Pollution Control Board (WBPCB), having its office at Paribesh Bhaban, 10A, Block LA, Sector III, Kolkata - 700106, and shall include any person or persons authorized by the State Board.

1.2 "The Department" means the Department of Environment, Government of West Bengal having its office at "Pranisampad Bhavan", 5th Floor, Salt Lake, Sector-III, Block – LB-II, Kolkata- 700106.

1.3 "The Technical Bid" means the technical part of the Bid.

1.4 "The Financial Bid" means the financial part of the Bid.

1.5 "The Bidder" means either the Contractor/Firm or his authorized Representative, who submits the Bid for the Work.

1.6 "The Authorized representative" means the bidder who has enclosed the authorization in their letterhead.

1.7 "The Bidding Documents" means Notice Inviting Tender and all the documents in Section- A to Section – E including in the bidding documents annexed thereto.

1.8 "The Agreement" means the written agreement to be concluded between the Board and the Contractor and includes terms and conditions stipulated on the Bidding Documents and any other descriptions annexed thereto which form an integral part of the agreement to be provided by the Board.

1.9 "The Sites" means the location as specified in the Table of List of Works above.

1.10 "The Contract Price" means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.

2. Introduction:

West Bengal Pollution Control Board, hereinafter referred to as WBPCB, a regulatory authority (autonomous body/statutory organization) under the Environment Department, Govt. of West Bengal has been constituted/established in the year 1974 as per provision under the Water (Prevention and Control of Pollution) Act, 1974 for protecting the environment, prevent and control the environmental pollution in the State of West Bengal. The Board has been entrusted with the Central Acts and relevant Rules for pollution control as notified thereof from time to time.

3. *General guidance for e-tendering:*

Instructions/Guidelines for tenders for electronic submission of the tenders have been annexed to assist the contractors in participating in e-tendering.

4. *Registration of Contractor*

Any contractor willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system; by logging on to <https://wbtenders.gov.in> (the web portal of the public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

5. *Digital Signature Certificate (DSC)*

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of

tenders, from the approved service provider of the National Information Centre (NIC) on payment of the requisite amount details are available at the website stated in Clause 2 of Guideline to Tenderer DSC is given as a USB e-Token.

The contractor can search and download NIT and tender Documents electronically from the computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

6. Submission of Tenders.

General process of submission: Tenders are to be submitted online through 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 further two covers (folders):

A-1. Statutory Cover Containing:

- i. Prequalification Application (Sec-B, Form – I)
- ii. Financial Statement (Section – B, Form – II).
- iii. Tender form & NIT with all agenda & corrigendum (**download & upload the same digitally Signed, quoting rate will only be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in the tender document, the tender is liable to be summarily rejected**).
- iv. Special Terms, conditions, and specifications of works.

A-2. Non-statutory Cover Containing:

- i. Latest Professional Tax (PT) deposit receipt challan, PAN Card, latest IT return, GST Registration Certificate, Valid Trade License
- ii. Registered Power of Attorney (For Partnership Firm/Private Limited Company, if any) against authorized signatory and holding of DSC.
- iii. Credential certificates issued by the Executive Engineer or equivalent or competent authority of a State/Central Government., State/Central Government undertaking, Statutory/Autonomous bodies constituted under the Central/State statute, or reputed company on the executed value of completed/running work of **similar nature of work with allied works like Civil, Interior, Sanitary & Plumbing works, etc.**
- iv. A scanned copy of the Original Credential during the last 12 (twelve) years before the date of issue of this NIT is to be furnished.

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

B. Bid Evaluation Committee (BEC):

- I. The Bid Evaluation Committee will continue to function for the determination of technically qualified contractors.
- II. Opening & evaluation of tender: -
- III. Opening of technical proposal: - Technical proposals will be opened by the authorized person on the online portal. Intending tenderers may remain present if they so desire.
- IV. Cover (folder) statutory documents (vide Cl. No. 6.A-1) will be opened first & if found in order, cover (Folder) for non-statutory documents (vide Cl. No. – 6.A-2) will be opened. If there is any deficiency in the statutory documents, the tender will summarily be rejected.
- V. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the tender evaluation committee.

- VI. Pursuant to the scrutiny and decision of the Bid Evaluation Committee, the summary list of eligible bidders & the serial number of works for which their proposal will be considered will be uploaded to the web portals.
- VII. While evaluating the committee may summon the bidders(s) & seek clarification/information or additional documents or original hard copy of any of the documents already uploaded & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

C. 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 item rate including GST and all applicable taxes online in the space marked in the BOQ.
- ii. **The unit value of all the items in different sheets of BoQ must be quoted including GST, LWC, and applicable taxes and charges on a turnkey basis. The rate quoted by the bidders including GST, LWC, and applicable taxes and charges shall remain unchanged during the project period and no further prayer for revision of rate/cost will be allowed.**
- iii. Only downloaded copies of the above documents are to be uploaded virus-scanned and digitally Signed by the contractor.

7. Penalty for suppression/distortion of facts: -

Suppression of any fact or submission of false/fabricated document, by tenderer is strictly prohibited & if found the matter may be referred to the appropriate authority for prosecution as per relevant IT Act/other relevant Acts and further penal action may be taken against him as per rule.

8. Rejection of Bid: -

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time before 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 (tender accepting authority) action.

9. Award of Contract: -

1. The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through a Letter of Acceptance.
2. The Letter of Acceptance will constitute the formation of the Contract. Issuance of LOA/work order may be delayed due to unavoidable circumstances and no claim, whatsoever, for delay in issuance of LOA/Work order will be entertained.
3. The Agreement will incorporate all necessary documents e.g. N.I.T., all addenda-corrigendum, special terms & conditions (Section –C), different filled-up forms (Section –B), B.O.Q., for the works under this N.I.e-T. is based upon the schedule of rates of Public Works Department for Building Works (vol-I), Sanitary & Plumbing Works (vol-II)) and Electrical Works as applicable including all Taxes **w.e.f. 01.11.2017**, at the time of floating of NIT, and the same will be constituted between the Tender Accepting Authority and the successful Bidder. Agreement should be signed as given in Section-B Form-VI.

West Bengal Pollution Control Board

SECTION – B

FORMS

SECTION – B

FORM –I

PRE-QUALIFICATION APPLICATION

To

The Member Secretary

(O&M and Building Cell)

West Bengal Pollution Control Board

Ref: - Tender

for _____

_____ (Name of work) _____

e-NIT No. WBPCB/O&M-(ASN)/2023-2024 (e-17)(3rd Call) Dated: 23.02.2024 of the Senior Environmental Engineer (O&M and Building Cell), West Bengal Pollution Control Board.

Sir,

Having examined the Statutory and non-statutory & NIT documents, I/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me/us on behalf of _____ in the capacity _____ duly authorized to submit the order. The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith. We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

- (a) Inviting & Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

Enclo: - e-Filing:-

- 1. Statutory Documents
- 2. Non-Statutory Documents

Date: -

Signature, name, and designation

of Authorized Signatory

For and on behalf of

(Name of the Applicant)

The application is made by me/us on behalf of _____ in the

capacity _____duly authorized to submit the order.

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

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

We understand that:

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

Enclo: - e-Filing: -

1. Statutory Documents
2. Non-Statutory Documents

Date: - _____

Signature, name, and designation of Authorized Signatory

For and on behalf of _____

(Name of the Applicant)

SECTION – B

Note: Please enclose a copy of the work order and up-to-date work progress certificate from the concerned Executive Engineer.

Signature, name and designation of Authorized Signatory

For and on behalf of

(Name of the Applicant)

Note:

1. All the documents to be submitted in support of the “Financial Statement” must be duly signed and sealed by the applicant/bidder and authenticated by the Statutory Auditor’s firm.

SECTION-B

FORM-II

ARTICLES OF AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF Rs. 100.00)

ARTICLES OF AGREEMENT made the _____ day of _____ between the West Bengal Pollution Control Board, (WBPCB) having its office at 10-A, Block - LA, Sector - III, Bidhannagar, Kolkata 700 106 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor of the other part).

WHEREAS the Employer is desirous of executing the work Supply and Installation of Laboratory Furniture along with associated civil and electrical jobs for the proposed infrastructure development of the laboratory in Asansol Regional Office-cum-Laboratory building at Kalyanpur Satellite Township Project (KSTP), Dr. B.C. Roy , P.O. : Dakshin Dhadka, PS : Asansol (North) , Dist : Paschim Bardhaman, Asansol , Pin : 713 302.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and schedule of Items and quantities, General Conditions of Contract, specifications, and all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive. (all of which are collectively hereinafter referred to as "the said conditions) the works shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantifies at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (Hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the time in the manner outlined in the said conditions, contractors shall upon and subject to the said conditions execute and complete time work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The Employer shall pay the contractor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said conditions and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions, and perform the agreements on their part respectively in the said conditions contained.
4. The drawing, agreements, and documents mentioned herein shall form the basis of this contract.
5. This contract is neither a fixed Lump Sum contract nor a piece work contract but is a contract to carry out the work as per the scope described and to be paid for according to actual work done at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.
7. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site or from the day mentioned in the acceptance letter whichever is earlier.
8. All payments by the Employer under this contract will be made only at Kolkata.
9. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulation laid down in the general conditions of the contract.
10. That the several parts of this contract have been read by the contractor and fully understood by the contractor.
11. The following document shall also form a part of the Agreement: -
 - a) Contract Document – consisting of N.I.T, Instruction to the Tenderers, Articles of Agreement, General Conditions of Contract, Technical Specification and Schedule of Quantities for Supply and Installation of Laboratory Furniture along with associated civil & electrical job for proposed

infrastructure development of laboratory in Asansol Regional Office-cum-Laboratory building at Kalyanpur Satellite Township Project (KSTP), Dr. B.C. Roy , P.O. : Dakshin Dhadka, PS : Asansol (North) , Dist : Paschim Bardhaman, Asansol , Pin : 713 302.

b) LOA/WO No. _____
_____ dated _____.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

SIGNED AND SEALED AND DELIVERED BY

(for Contractor)

In the capacity of _____

On Behalf of _____

In the presence of

(1) _____

Address: _____

SIGNED AND SEALED AND DELIVERED BY

_____ (for Board)

In the Capacity of _____

On Behalf of _____

In the presence of

(1) _____

Address: _____

West Bengal Pollution Control Board

SECTION – C

SPECIAL TERMS AND CONDITIONS

SECTION – C

SPECIAL TERMS AND CONDITIONS

C.1 General:

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

‘Schedule’, which means the Public Works Department Schedule of Rates for Building Works (Volume – I), Sanitary and plumbing Works (Volume – II), Road and bridge Works (Volume – III) and Electrical Works and Carriage, etc. in different districts of West Bengal for the working area effecting from **01.11.2017**, with up-to-date addenda and corrigenda, if any, issued by the P.W.Dte or

For general conditions and general specifications of items of works provided in this BOQ, not appearing in the aforesaid specification books, relevant Public Works Department Schedule of Rates for Building Works (Volume – I), Sanitary & Plumbing works (Volume – II) and Road & Bridge Works (Volume – III) including Materials, Labour & Carriage in force with up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concerned Circle at the time of submission of tender for the working area will be considered. Also, relevant specifications and criteria as provided in the relevant IS or IRC code of Practice may be followed where the current PWD SOR is silent about the details.

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

The word “Engineer-in-Charge” means the Senior Environmental Engineer (O&M and Building Cell), WBPCB. The word “WBPCB” appearing anywhere in the tender documents means West Bengal Pollution Control Board. The word “approved” appearing anywhere in the documents means approved by the Engineer-in-Charge. The work will have to be taken up within the specified time as mentioned in the work order. Failure to do so will constitute a violation of the contract stipulation as regards to proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per the stipulation of the printed tender form.

C.3 Terms & Conditions in extended period:

When an extension of time for completion of work is granted by the Engineer-in-Charge for valid reasons over which the contractor has no control, it will be taken as granted by the working contractor 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.

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

All works are to be carried out in close co-operation with the WBPCB 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 users and occupants of the adjacent locality,

If any. All arrangements and program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

C.5 Transportation arrangement:

The contractor will arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have to arrange at his own initiative so that progress of work is not hampered and no claim whatsoever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

C.6 Contractor’s Site Office:

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

C.7 Incidental and other charges:

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

C.8 Authorized Representative of Contractor:

The contractor should not assign the agreement or sublet any portion of the work. The contractor, may, however, appoint and authorize representatives in respect of one or more of the following purposes only.

1. General day-to-day management of work.
2. To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken as accepted by the contractor.

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

C.9 Power of Attorney:

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

C.10 Extension of time:

For cogent reasons over which the contractor will have no control and which will retard the progress, an extension of time for the period lost will be granted on receipt of the application from the contractor before the expiry date of the contract. No claim whatsoever for idle labor, additional establishment, enhanced cost of materials and labour, and hire charges of tools & plants etc. will be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such an extension of time should be submitted by the contractor to the Engineer-in-Charge.

C.11 Liquidated Damaged (LD)

Should the work be not completed to the satisfaction of the Employer within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncompleted or unfinished after the expiry of the completion date. The LD will be applicable @ 0.50% of the accepted tendered amount shown in the tender per week of delay subject to the maximum limit of 3% of the accepted contracted sum

C.12 Termination of Agreement:

- i. Work order may be terminated by the Employer/Board giving a prior written notice of not less than 30 (thirty) days to the Contractor, in case of substantially to perform the responsibilities/duties by delaying of project, improper work, non-complying of specified job mentioned in the scope of work.

ii. In case of termination by the Employer or in the event of Contractor closing its business, the Employer/WBPCB shall have the right to employ another Contractor to complete the work.

C.13. FORCE MAJEURE:-

i. Notwithstanding the provisions of other conditions of contract, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

ii. For the purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Board in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

iii. If a Force Majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

C.14. Termination for Insolvency:-

The Board may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Board.

C.15. Resolution of Disputes:-

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the Extent possible in the first instance be resolved amicably between the Contractor and the Board/Owner's Officer.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitrator. Arbitration may be commenced at any time during the period of the Contract.

Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

C.16. Effectiveness: -

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the Works have been completed and all the payments have been made to the Consultant.

C.17. Laws and Regulations

The formation, validity, and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India, and courts of the Nation shall have exclusive jurisdiction in all matters arising under this Contract.

The Contractor shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Contractor and their dependents, shall respect and abide by all laws and regulations of India.

The Contractor shall protect, absolve, and indemnify the Board, and their representatives from any claim, loss or damage arising from any non-compliance alleged or proved, without claiming them for payment.

C.18 Contractor's Godown:

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

C.19 Use of Government Land:

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

C.20 Clearing of Materials:

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

C.21 Supplementary/Additional items of Works:

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

1. Rates of Supplementary items will be analyzed in the 1st instant as far as possible from the rates of the allied items of works appearing in the tender schedule.
2. Rate of supplementary items will be analyzed to the maximum extent possible from the rates of allied items of works appearing in the P.W. Department Schedule of Rates of probable items of work forming part of the tender document. Rates of SOR for the working area at the time of floating of N.I.T. will be applicable.
3. In Case, additional items do not appear in the above Public Works Department Schedule of Rates, such items for the works will be paid at the rates entered in the Public Works Department Schedule of Rates for the working area at the time floating of N.I.T.
4. If the rates of the supplementary items cannot be computed even after application of clauses stated above, the same will be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only. In that case the contractual percentage will not be applicable.

Unbalanced market rates will never be allowed

Contractual percentage shall only be applicable with regard to the portions of the analysis based on

clauses (a), (b), (c) & (d) stated above only.

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

C.22 Covered up works:

When one item of work is to be covered up by another item of work the later item should not be done before the formal item has been measured up and has been inspected by the Engineer-in-Charge or the Assistant Environmental Engineer, as the authorized representative of the Engineer-in-Charge and order given by him for proceeding with the later item of work.

C.23 Water and energy:

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

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

C.24 Serviceable Materials:

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during the dismantling of existing structures and handing over the same to the Engineer-in-charge of work of WBPCB lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recovered from the Contractor's bill at rates as will be assessed by the Engineer-in-charge.

C.25 Unserviceable Materials:

The Contractor will have to remove all unserviceable materials, obtained during execution at a place as will be directed. The contractor should dress and clear the work site after completion of work as per the direction of the Engineer-in-Charge. No extra payment will be made on this account.

C.26 Contractor's risk for loss or damage:

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim from the department.

C.27 Idle labour & additional cost:

Whatever may be the reason, no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. will be entertained under any circumstances.

C.28 Charges and fees payable by the contractor:

1. The contractor will have to pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority that may be applicable to the works and will keep the department indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or law.
2. The Contractor will save and indemnify the Board from and against all claims, demands, suits and proceedings for or on account of infringement of any patent, rights, design, trademark of the name of other protected right in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

C.29 Tools and Plants:

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

C.30 Realization of Departmental claims:

Any of the sum money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Board and set off against any claim of Board for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government. If the entire claim of the Government is not appropriated by this way, claim for balance amount may be appropriated as per Public Demand Recovery Act.

C.31 Compliance of different Acts:

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

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

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

C.32 Safety, Security and Protection of the Environment:

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

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

C.33 Commencement of work:

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

C.34 Program of work:

Before the actual commencement of work, the contractor shall submit a program of work. The contractor will submit a program for the progress of work to complete the same within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations, and substitutions to such program in consultation with the contractor and such approved program shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of program.

C.35 Setting out of the work:

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

C.36 Precautions during works:

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

C.37 Timely completion of work:

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

C.38 Procurement of materials:

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

C.39 Rejection of materials:

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

C.40 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 will be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are deemed to be inclusive of the same.

C.41 Damaged cement:

Any cement lying at the contractor's custody, which is found at the time of use to have been damaged, will be rejected and must immediately be removed from the site by the contractor or disposed of as directed by the Engineer-in-Charge at the costs and expenses of the contractor

C.42 Tender Rate:

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

C.43 Additional Conditions:

A few additional conditions under special terms and conditions:

C.43.1. The Rate quoted will be inclusive of the clearing site including removal of surplus (both serviceable & and unserviceable) earth, rubbish, materials etc. as per the direction of the Engineer-in-Charge.

C.43.2. The Rate quoted will be inclusive of all Taxes.

C.43.3. Deep excavation of trenches left out for days should be avoided.

C.43.4. Labour welfare Cess will be deducted @ 1(one)% of gross bill value as per rule.

C.43.5. The whole work will have to be executed as per Departmental drawings available in this connection at the tendered rate.

C.43.6. Applicable deductions (TDS, LWC, etc.) will be deducted from each bill of the contractor as per the applicable rate and rules in force.

MEMORANDUM

Sub: Online receipt and refund of EMD of e-procurement through State Government e-procurement portal

The State Government procurement portal has already been integrated with the Payment Gateway of ICICI Bank for deposit of EMD and other fees by the bidders participating in e-procurement.

Now, in cancellation of this Department Memorandum No. 1526-F(Y) dated 18.03.2014, the Governor is pleased to prescribe the following procedure to be adopted for deposit of EMD / Bid Security related to e-procurement of the State Government Departments and its subordinate offices, PSUs, Autonomous and Local Bodies, PRIs, etc

1. Login by bidder:

- a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/Autonomous Body/Local Body/ PRIs, etc shall login 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.

2. Payment procedure:

- a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:
 - i. 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.
 - ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
 - iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
 - iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
 - v. If the transaction is failure, the bidder will again try for payment by going back to the first step. /

b) Payment through RTGS/NEFT:

- i. 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.
- ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- iii. 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.
- iv. If verification is successful, the fund will get credited to the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

3. Refund/Settlement Process:

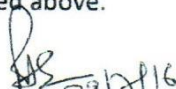
- i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, 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 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. As soon as the L₁ bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –
- EMD of the L₁ bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head “8443-00-103-001-07” through GRIPS along with the bank particulars of the L₁ bidder.
 - EMD of the L₁ bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L₁ bidder.
- In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.
- The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.
 - Once the EMD of the L₁ bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head “0070-60-800-013-27” through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.
 - All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

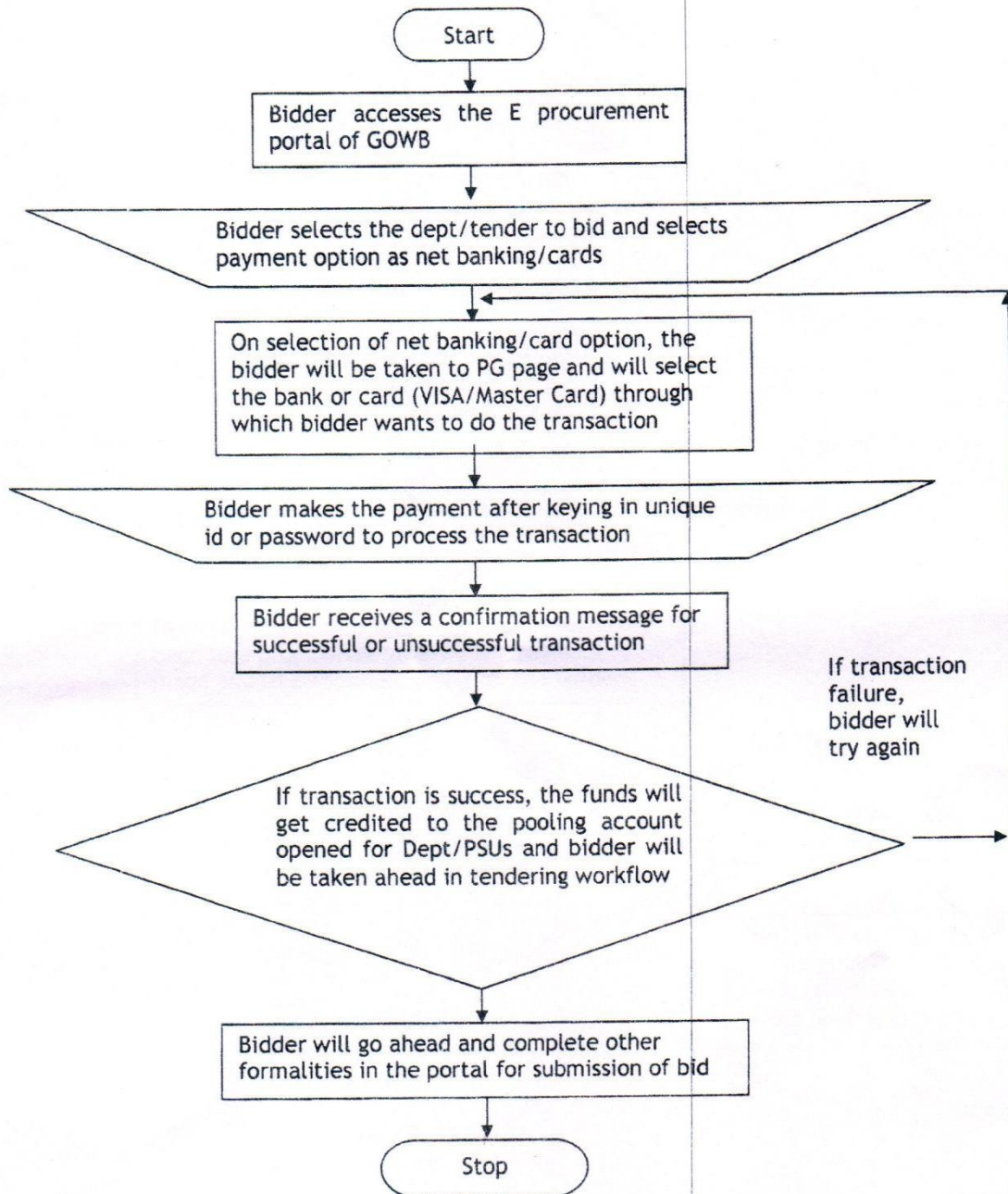
4. Accounting and Monitoring Process:

- The ICICI Internet Banking will communicate to the State Government e-Procurement portal all details of transactions on daily basis.
- The Tender Inviting Authority of the Government Offices/PSUs/ Autonomous Bodies/Local Bodies/PRIs, etc will be using their respective e-procurement User ID and Password to view the EMD and Tender Fees deposited by the bidders in the pooling accounts.
- The nodal officer of the Finance Department, Government of West Bengal will be able to view the Department-wise EMD and Tender Fees deposited by the bidders to the pooling accounts and fund transferred downstream at various stages of the tender process to the Government accounts and bidders’ accounts, as applicable by using user access as provided by NIC.
- The details of NIC E-Procurement Help Desk and toll free numbers of ICICI Bank are given in annexure.

The system will become effective from 01/08/2016 and can be used by any Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc. with effect from that date. However, with effect from 01/09/2016, all the EMD/Tender fees in respect of e-tender of all State Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will mandatorily be received and refunds/settlements made as per the procedure stated above.


(P A Siddiqui)
Secretary to the
Government of West Bengal
Finance Department

Process for payment through Payment gateway (PG) (Annexure I)



Process for payment through RTGS/NEFT (Annexure II)

