

পশ্চিমবঙ্গ সরকার,
নির্বাহী বাস্তুরা-রর কার্যালয়,
পূর্তবিভাগতড়িংভূত্তি,
-পাঃ+-জলা-কুচবিহার
পিন-৭৩৬ ১০ ১



Government of West Bengal
O/o The Executive Engineer,
Public Works Directorate
Cooch Behar Electrical Division,
Sunity Road, Circuit House Campus
P.O. & Dist. - Cooch Behar,
Pin-736101,
e-mail : eeced01@gmail.com

Memo No.: 1559/T-2

Date: 27.05.2026

NOTICE INVITING e-TENDER No.: **WBPWD/EE/CED/eNIT-11/2026-2027**
OF THE EXECUTIVE ENGINEER, PWD / COOCH BEHAR ELECTRICAL DIVISION

(Through Pre-qualification)

FORM OF CONTRACT: **ITEM RATE**

TENDER CATEGORY: **WORKS**

The Executive Engineer, Cooch Behar Electrical Division, Public Works Directorate, invites e-Tender for the work detailed in the table below. (Submission of Bid through **online**)

| Sl. No. | Name of work | Estimated Amount (INR) | Earnest Money (INR) | Additional performance security | Cost of documents (INR) | Period of completion | Name of concerned division | Eligibility of bidders |
|---------|--|------------------------|---|---|--|--|--|--|
| 1. | Electrical Installation work for setting up Blood Bank at Mekhliganj SD Hospital, in the District of Cooch Behar | ₹40,10,835.00 | ₹80,217.00 to be deposited through online mode [as per Finance Dept (Audit Branch) Memorandum no. 3975-F(Y) dt. 28.07.16] | @10% of the tendered amount should be submitted by the successful bidder in the form of Bank Guarantee from any schedule bank within seven working days from the date of issuance of LOA, if the accepted bid value is 80% or less of the Estimated amount put to tender. | Intending Bidder shall not have to pay the cost of tender document for participation, however only successful bidder shall have to pay cost of technical & Financial bid document of all copies during formal agreement. | 45 (Forty Five) days from the date of work order / layout. | Cooch Behar Electrical Division, P.W.D | Bonafide, resourceful and reliable agencies having requisite credentials in similar nature of works in Government Departments. |

- (1) In the event of e-filling, intending bidder may download the tender documents from the website: <https://wbtdenders.gov.in/> directly with the help of Digital Signature Certificate & **necessary cost of earnest money to be deposited through online mode [as per Finance Dept (Audit Branch) Memorandum no. 3975-F(Y) dt. 28.07.16].**

- (2) Both Technical bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbenders.gov.in/>
- (3) **The Technical and Financial Bid to be submitted online on or before 17.06.2026 up to 12:00 PM.**
- (4) **Important Information**

A DATE AND TIME SCHEDULE:

| Slo. No. | Particulars | Date & Time |
|----------|---|---------------------------|
| 1 | Date of uploading of eN.I.T. Documents (online) | 27.05.2026 at 04:00 PM |
| 2 | Documents download start date (Online) | 27.05.2026 at 04:00 PM |
| 3 | Prebid Meeting (Off line) | 04.06.2026 at 11:30 AM |
| 4 | Bid submission start date (On line) | 05.06.2026 at 09:00 AM |
| 5 | Documents download end date (Online) | 22.06.2026 at 12:00 PM |
| 6 | Bid Submission closing (Online) | 22.06.2026 at 12:00 PM |
| 7 | Bid opening date for Technical Proposals (Online) | 24.06.2026 after 01:00 PM |

B LOCATION OF CRITICAL EVENT

Pre-Bid Meeting:

O/o the Executive Engineer
Cooch Behar Electrical Division, P.W.D
Sunity Road, Circuit House Campus
P.O. & Dist. - Cooch Behar,
Pin-736101,
e-mail : eeeced01@gmail.com

Bid Opening:

O/o the Executive Engineer
Cooch Behar Electrical Division, P.W.D
Sunity Road, Circuit House Campus
P.O. & Dist. - Cooch Behar,
Pin-736101,
e-mail : eeeced01@gmail.com

- (5) **The FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL DOCUMENTS** of the tenderer found qualified by the **Executive Engineer, P.W.D., Cooch Behar Electrical Division**. The decision of the **Executive Engineer, P.W.D., Cooch Behar Electrical Division**, will be final and absolute in this respect. The list of Qualified Bidders will be available on e-Tender Portal, on the scheduled date and time. **Any objection, regarding prequalification, will not be entertained after 48 hours of the Technical Evaluation.**
- (6) Eligibility criteria for participation in the tender.
 - i. The contractors who have been delisted or debarred by any government department shall not be eligible in any way.
 - ii. Subletting of contract is strictly prohibited.
 - iii. The prospective bidders shall have satisfactorily completed as a prime agency **during the last 5(five) years** from the date of issue of this Notice **at least one work of similar nature** under authority of State / Central Govt. State/ Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/State Govt. and having a value of **40% of amount put to tender (minimum)**.

- iv. Intending tenderers should produce credentials of **2(two) similar nature of completed work**, each of the minimum value of **30% of amount put to tender (minimum)** during 5(five) years prior to the date of issue of the tender notice.
- v. Intending tenderers should produce credentials of **one single running work of similar nature** of which has been completed **to the extent of 80% or more** of which is not less than the desired value at (iii) above; In case of running work, 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. Tender 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 that is the tenderer. [(iii)/(iv)/(v) Non statutory Documents].

N.B.:- i) Completion certificate should contain - a) Name of work, (b) Amount put to tender, (c) Schedule month and year of completion.

ii) Credential certificate should contain - a) Name of work, (b) Name of Client, (c) Purchase order no. (d) Amount put to tender, (e) Final Bill value.

iii) Any intending bidders who have failed to execute more than one works contract under any Directorate of this Department and was terminated by any sub rule under clause 3 of Tender Form No. 2911 or terminated under any clause by the Engineer-in-charge during last 3(three) years will not be eligible to participate for this work.

iv) The prospective bidders shall have in their full-time engagement experienced technical personnel, the minimum being one Electrical Engineering Degree holder (compulsory) or one Electrical Engineering Diploma holder (preferable) (Authenticated documents in respect of qualification and engagement (contract agreement copy) shall be furnished for Technical Evaluation.) [Non statutory Documents].

- vi. **Contractors shall have to furnish scan copy of valid electrical contractor license with Electrical Supervisor Holding supervisor competency and valid requisite (at least Part 1, 2,3,4,(7(A),10 & 11) Supervisor Competency Certificate.**
- vii. *Valid up to date clearance of Income Tax return / GST Registration Certificate/ Professional Tax Enrolment / P.T. (Deposit Challan) / Pan Card / ~~OEM Certification as applicable~~ / License under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970/ 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]
- viii. 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.)
- ix. The available **Bid capacity** (to be calculated on the basis of prescribed format) of the prospective applicant shall not be less than the estimated amount put to tender.
- x. *In case of Proprietorship, Partnership Firms Where an individual person holds a digital certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an authorized partner of a firm, having a registered power of attorney empowered by the Board or by the firm, shall invariably upload a copy of registered power of attorney showing clear authorization in his favour, to upload such tender.*
The power of attorney shall have to be registered in accordance with the provision of the Registration Act, 1908.
- xi. In case of Proprietorship, Partnership Firms and The Company Tax Audit Report (in 3CD&3CB Form) 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. No other name along with applicant name, in such enclosure will be entertained. (Non-Statutory documents)
- xii. Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application. (Non-Statutory documents)
- xiii. Declaration regarding Structure and Organization duly signed by the applicant to be submitted along with application.

- xiv. Registered Unemployed Engineers' Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Current N.O.C. from A.R.C.S., Minutes of last A.G.M. and 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 as per memo no 44-A/4M-11/2002 dated 09.01.2004 of Deputy Secretary-III, PWD.
- xv. A prospective bidder participating in a single job either individually or as partner of a firm shall not be allowed to participate in the same job in any other form.
- xvi. 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. If found to have applied severally in a single job, all his applications will be rejected for that job.
- xvii. 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.
- xviii. Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
- xix. ~~The Executing tenderer has to obtain the final NOC from the fire department for the detection part and to submit it to the department The Executing tenderer also has to provide adequate man power during mock testing, inspection by the Departmental Officer of PWD / Pollution Control Board / Fire Department.~~
- xx. ~~The intending bidder must upload the make, model no. and technical specification for Item no. (limited to the manufacturers only specified in the BOQ) of their offer within (make model no.) under the Technical cover. [non submission of the same or submission of make, model no., OEM certification, approval of different major items for which name of manufacturers not specified in BOQ will make the bid liable for rejection]~~
- xxi. ~~Authorization of manufacturer certificate and responsibility of OEM for major items in BOQ of this tender must be uploaded under Technical Cover in addition to the Declaration of the bidder for Confirmation of compliance of Technical Specifications, otherwise bid may be rejected and it is also requested that the manufacturer should also certify to take responsibility to set right the problems or defects through another OEM if the present OEM is not in continuation with them. The OEM certification should be done by an official not below the rank of regional head of the manufacturer for this region or country head of that company (for bidders of other regions) clearly mentioning the name, designation, e mail ID, office phone number and address on manufacturing company's letterhead and official seal.~~
- (7) 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 30% of the tendered amount. Provisions in Clause(s) 7, 8 & 9 contained in W.B. Form No. 2911 so far as they relate to quantum and frequency of payment is to be treated as superseded.
- (8) **Conditional bid or bid with clause of price variation will be rejected.**
- (9) **No mobilization / secured advance will be allowed.**
- (10) Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility if required.
- (11) **Constructional Labour Welfare Cess @ 1 (one) % of cost of construction will be deducted from every Bill of the selected agency.**
- (12) **Rate should be quoted inclusive of all taxes and duties.**
- (13) In connection with the work, **Arbitration** will not be allowed. **The Clause No. 25 of 2911 is to be considered as deleted clause vide gazette notification no 558/SPW-13th December, 2011.**
- (14) Bids shall remain valid for a period not less than **120 days (One Hundred Twenty)** from the last date of online submission of Financial Bid.
- (15) After opening of the technical proposal, the same will be evaluated by the Tender Evaluation Committee, whose decision will be final and absolute.
- (16) The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Engineer-in-Charge at his own cost for a period as per existing Govt. Rules from the date of completion of the work. If any defect/damage is found during the period as mentioned above contractor shall make good the same at his own cost 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. **Defect Liability Period for this work is 1 (one) year from the date of completion, duly certified by the Engineer-in-Charge.**

- (17) Also, the Prospective outside Bidders shall have to execute the work in such a manner so that appropriate service level of the work is maintained during progress of work and also for a period, as applicable accordingly from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge. Security deposit will be disbursed as per existing Govt. rule from the date of completion of the work, at the appropriate satisfaction of Engineer-in-Charge.
- (18) **A retention towards Performance Security, amounting to 10 (ten) percent (including the Earnest money, already deposited) of the bill amount or, shall be made by the Executive Engineer from 1st RA bill to Final bill. No interest would be paid on the Performance Security Deposit.**
- (19) After opening the financial bid, **Executive Engineer, P.W.D., Cooch Behar Electrical Division** may call **Open Bid / Seal Bid**, to obtain the suitable rate further, if it is required.
- (20) Site of work will be handed over to the agency phase wise. Copy of the layout drawing shall be submitted by the contractor to the department for approval. No claim in this regard will be entertained.
- (21) **Price preference** will be allowed as per prevailing government Order No. 1110F dated 10/02/2006 of Special secretary, Finance Department, Govt. of West Bengal.
- (22) **Earnest Money:** The amount of Earnest Money, as specified, is to be deposited through online mode [as per Finance Dept (Audit Branch) Memorandum no. 3975-F(Y) dt28.07.16] against the work. This clause is also applicable for all categories of applicants except those are exempted as per Government Order no. 1110F, dated 10/02/2006 of Special Secretary Finance Department, Govt. of West Bengal.
If 2% of the accepted/tendered amount becomes higher than the EMD amount deposited online the balance EMD (difference of the 2% of the accepted/tendered amount and **₹80,217.00**) has to be deposited by the accepted Bidder before Final Work Order.
- (23) The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
- (24) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The **Executive Engineer, P.W.D., Cooch Behar Electrical Division** 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.
- (25) **Refund of EMD:** The Earnest Money of all the unsuccessful Tenderers deposited through online mode against the work will be refunded as per norms laid down in Finance Dept (Audit Branch) Memorandum no. 3975-F(Y), dt 28.07.16.
- (26) **Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.**
- (27) **Incomplete tender will not be accepted.**
- (28) The intending tenderers are required to quote the rate **online**.
- (29) 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.
- (30) Guiding schedule of rates: As per PWD (Electrical) Schedule of Works.
- (31) 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 be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
- (32) The **Executive Engineer, P.W.D., Cooch Behar Electrical Division** reserves to right to cancel the e-NIT due to unavoidable circumstances and no claim in this respect will be entertained.
- (33) The Tender inviting authority at its own discretion may relax minor shortfall (if any) of the qualification criteria of the participants for the interest of Government work.

- (34) 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.
- (35) 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.
- (36) Issuance of work order as well as payment will depend on availability of fund and no claim what so ever will be entertained for delay of issuance of work order as well as payment, if any. Intending bidders may consider these criteria quoting their rates.
- (37) 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: -
- Form No. 2911
 - e-NIT
 - Special terms & conditions
 - Technical Bid
 - Financial Bid
- (38) **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: -
- Financial Capacity**
 - Technical Capability comprising of personnel & equipment capability**
 - 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, c 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, the eligibility of the bidder/ tenderer will be out rightly rejected at any stage, without any prejudice.
- (39) **Additional Performance Security Deposit:**
As per Memorandum No. 4608-F(Y) Dt. 18.07.2018 of Additional Chief Secretary to the Govt. of West Bengal, Finance Department, Audit Branch, Additional Performance Security @ 10% of the tendered amount should be deposited by the successful bidder in the form of Bank Guarantee from any Scheduled Bank within seven working days from the date of issuance of LOA, if the accepted bid value is 80% or less of the Estimated Amount Put To Tender. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.
- (40) **Refund of Additional Performance Security Deposit:**
As per Memorandum No. 4608-F(Y) Dt. 18.07.2018 of Additional Chief Secretary to the Govt. of West Bengal, Finance Department, Audit Branch, The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.
- (41) Contractor should have to ensure the engagement of "Job Card Holders" as unskilled workers for execution of awarded works.

Memo no. : 1559/T-2(1/7)

Date : 27.05.2026

Copy forwarded to the: -

- (1) Chief Engineer (Planning) Electrical, PWDte., Bhabani Bhawan, New Complex Building (4th Floor), Alipore, Kolkata – 700027.
- (2) Chief Engineer (Works) Electrical, PWDte., Khadya Bhawan, A-Block (3rd Floor), 11A, Mirza Galib Street, Kolkata – 700087.
- (3) Chief Engineer, North Zone, PWDte., Jalpaiguri.
- (4) Superintending Engineer, PWDte., Presidency Electrical Circle / Kolkata Electrical Circle / Central Electrical Circle / Southern Electrical Circle / South Western Electrical Circle / Western Electrical Circle / Northern Electrical Circle / Electrical Planning & Monitoring Circle / Kolkata Health Electrical Circle.
- (5) Executive Engineer, PWDte., Cooch Behar / Jalpaiguri / Darjeeling / Kalimpong Electrical Division.
- (6) Estimating Branch.
- (7) Notice Board.

**Executive Engineer, P.W.D
Cooch Behar Electrical Division**

**SECTION - A
INSTRUCTION TO BIDDERS
*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://wbtenders.gov.in/> (the web portal of public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC)

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

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 a single 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

- i. Tender form No. 2911 & NIT - **Original Files, Digitally signed, should be uploaded. The rate will be quoted in the BOQ. Quoted rate will be encrypted in the BOQ under Financial Bid. In case of tampering or merging of any other documents with 2911, NIT and Terms & conditions, the bidder shall have to resubmit the same under “Shortfall of documents” section of eTender Portal, failing which bid will be rejected.**
- ii. Special Terms, condition & specification of works (if any).

A-2. Non statutory / Technical Documents

- i. Prequalification Application (Sec-B, Form – I)
- ii. **Professional Tax (PT) deposit receipt challan Up to date, Pan Card, Latest IT Return Acknowledgement, GST Registration Certificate, valid requisite Electrical Supervisor’s Certificate of Competency [as per Clause 6(vi) of Page-3], valid Electrical Contractor License.**
- iii. **Affidavits** (Ref:- format for general affidavit shown in “Y” Section “B”), duly notarized in non judicial stamp paper of appropriate value, should be given on the basis of current NIT and as per proforma given in section B. [non submission of the same or affidavit made at an earlier date, will not be considered.]
- iv. Registration Certificate under Company Act. (if any).
- v. Registered Deed of partnership Firm/ Article of Association & Memorandum.
- vi. Power of Attorney (For Partnership Firm/ Private Limited Company (if any).
- vii. Clearance Certificate for the Current Year issued by the Assistant Register of Cooperative(s) (ARCS) bye-laws are to be submitted by the Registered labour Cooperative(s), Engineers’ Cooperative(s).
- viii. List of Technical staffs along with structure & organization (c).
- ix. The Prospective agency should have credential in execution of similar nature of work as per PWD 04-A/PW/O/10C-02/14 dated 18.03.2015 of the Principal Secretary, PWD, read with Notification no. 137/1A/PW/O/10C-02/14 dated 24.04.2014, read with minutes of meeting of Committee formed vide order No. 725-ENC/23 dated 02.11.2023 held in the chamber of Engineer-in-Chief PWD under his chairmanship on 06.11.2023 at 04:30 pm, to be submitted along with Form-V, Section-B [Non Submission of the same will make the bid liable for rejection.]

Note:- In case of failure of submission of any of the above mentioned documents (as stated in A1 and A2), guidelines provided in Memorandum no. 1M-66/18/71-R/PL dated 15.01.2019 of the Principal Secretary, PWD, will be followed.

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. PAN CARD 2. P TAX (CHALLAN) UP TO DATE 3. EPF registration certificate & Up-to-date Chalan, 4. ESI registration certificate & Up-to-date Chalan 5. IT- RETURN_ACKNOWLEDGEMENT for Last Three Assessment Years 6. GST Registration Certificate 7. VALID REQUISITE (at least Part 1, 2,3,4,(7(A),10 & 11) SUPERVISORY COMPETENCY CERTIFICATE 8. VALID ELECTRICAL CONTRACTOR LICENSE |
| B. | COMPANY DETAILS | COMPANY DETAILS-1 | 1. PROPRIETORSHIP FIRM (TRADE LICENSE) 2. PARTNERSHIP FIRM (PARTNERSHIP DEED, TRADE LICENSE) 3. LTD. COMPANY (INCORPORATION CERTIFICATE/MOA, TRADE LICENSE) 4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENSE) 5. POWER OF ATTORNOY |
| C | CREDENTIAL | CREDENTIAL-1 | 1. SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE, WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER, ALONG WITH FORM – V IN PRESCRIBED FORMAT. 2. AFFIDAVIT – Y IN PRESCRIBED FORMAT. |
| D. | FINANCIAL (INFO) | WORK IN HAND | 1. AUTHENTICATED |
| E. | PROFIT & LOSS AND BALANCE SHEET AND 3CB & 3CD FORM IN CASE OF TAX AUDIT | P/L AND BALANCE SHEET (WITH ANNEXTURE) | 2025--2026 |
| | | P/L AND BALANCE SHEET (WITH ANNEXTURE) | 2024--2025 |
| | | P/L AND BALANCE SHEET (WITH ANNEXTURE) | 2023-2024 |
| F. | MAN POWER | TECHNICAL PERSONNEL | LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURES & ORGANIZATION (AS PER SECTION-B, FORM-III) |

B. Tender evaluation committee (TEC)

- i. Tender will be evaluated by the Tender Inviting & Accepting Authority through an “Evaluation Committee”, who will determine the eligibility of each bidder.
- ii. **Opening & evaluation of tender :**
If any contractor is exempted from payment of EMD, copy of relevant Government order needs to be furnished.
- iii. **Opening of Technical proposal:** - Technical proposals will be opened by the **Executive Engineer, P.W.D., Cooch Behar Electrical Division** and his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- iv. Intending Bidder may remain present if they so desire.
- v. 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.
- vi. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evolution committee.

- vii. Uploading of summary list of technically qualified Bidders.
- viii. 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.
- ix. During evaluation, the committee may summon, the Bidder & 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.

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 rate online (Percentage or Item Rate as the case may be) through computer in the space marked for quoting rate in the BOQ.**
- ii. Copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

6. Penalty for suppression / distortion of facts

If any Bidder 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 Bidder will be suspended from participating in the tenders on e-Tender platform for 3(Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the PW Directorate may take appropriate legal action against such defaulting Bidder. 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.

**Executive Engineer, P.W.D
Cooch Behar Electrical Division**

SECTION – B
(To be furnished in appropriate Letter Head of Firm/ Company/ Agency)

FORM-I
PRE-QUALIFICATION APPLICATION

To,
The Executive Engineer, P.W.D.,
Cooch Behar Electrical Division,
Sunity Road, Circuit House Campus
P.O. & Dist. - Cooch
Pin-736101, Dist.: Cooch Behar

Ref: Tender
for.....
(Name of work)
.....
.....
.....
.....
.....
.....
.....

eNIT No.: WBPWD/EECED/eNIT-_____/2026-2027 of the Executive Engineer, Cooch Behar Electrical Division, P.W. Dte.

Dear Sir,

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

Encl.:-e-Filling

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

Date:-

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

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

NOTICE INVITING e-TENDER No. **WBPWD/EE/CED/e-NIT-11/2026-2027** of the Executive Engineer, P.W.D,
Cooch Behar Electrical Division.

Tender ID:

Name of Work:

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 _____ nor any of constituent partners had been debarred to participate in tender by the P.W. Department during the last 5 (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 Department 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 Department.
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 the Firm with Seal

Date_____

SECTION – B

(To be furnished in appropriate Letter Head of Firm/ Company/ Agency)

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.

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, AS PER NOTIFICATION NO. 04-A/PW/O/10C-02/14 DATED 18.03.2015 OF THE PRICIPAL SECRETARY, PWD, READ WITH NOTIFICATION NO. 137/1A/PW/O/10C-02/14 DATED 24.04.2014.

| 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 |
|------------------|---------------------------------|------------------------------|--------------------------------|-------------------------------------|----------------------------------|------------------------------------|
| | | | | | | |

- 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.
c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All informations that may be asked from a Bidder 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.

- d) Canvassing in connection with the tender is strictly prohibited and a Bidder who resorts to this will render his tender liable to rejection.
- e) No alteration shall be permitted to be made by the Bidder in any tender after its submission.

TENDER FOUND TO HAVE SUBMITTED UNDER FALSE NAME:

When a Contractor, whose tender has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled his Security Deposit will be forfeited.

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

**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 “Departmental Schedule” which means the Public Works Department, Schedule of Rates for works in West Bengal for the working area including up to date addenda and corrigenda, if any, published by The **Superintending Engineer, P.W.D., North Bengal Electrical Circle.**

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 override 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 Bidder**

**Signature of the Tender
Accepting Authority**

ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:

The word “Engineer-In-Charge” means the Executive Engineer, PW Directorate of the concerned Division. The word “Department” appearing anywhere in the tender documents means P.W. Department, Government of West Bengal, who have jurisdiction, administrative or executive over part of whole of the works forming the subject matter of the tender or contract. The word “approved” appearing anywhere in the documents means approved by the Engineer-In-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-In-Charge. The work shall have to be taken up within seven days of the

receipt of the work order. 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:

As Clause 4 of W.B.F. 2908 or Clause 5 of W.B.F. No. 2911 as the case may be when an extension of time for completion of work is authorized by the Engineer-In-Charge, 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 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.

CONTRACTOR'S SITE OFFICE:

The contractor shall have an office adjacent to the work as may be approved by the Engineer-In-Charge where all directions and notice of any kind whatsoever which the Engineer-In-Charge or his representative may desire to give to the contractor in connection with the contract may be left 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 chargers 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 Engineer-In-charge of the work. No claim whatsoever in this respect will be entertained.

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

AUTHORISED REPRESENTATIVE OF CONTRACTOR:

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 give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the Contractor. The selection of the authorised representatives subject to the

prior approval of the Executive Engineer concerned and the contractor shall in writing seek such approval of the Executive Engineer 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 authorised for even after first approval, the Executive Engineer may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Executive Engineer shall not be bound to assign any reason for any of his directions with regard to the appointment of authorised representative. Any notice correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor himself.

POWER OF ATTORNEY:

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

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 Clause 5 of the printed form of W.B.F. No. 2911.

CONTRACTOR'S GODOWN:

The contractor must provide suitable godowns for materials at the site of work. 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 or deposited as directed by the Engineer-In-Charge.

USE OF GOVERNMENT LAND:

The contractor shall make his own arrangements for storage of tools & plants, equipments, materials etc. of adequate capacity and shall clear and remove on completion of work and 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 Engineer-In-charge should be needed.

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

WORK ORDER BOOK:

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order book to Sub-Divisional Officer Concerned, who is authorised to receive and keep in custody the Work Order Book on behalf of the Engineer-In-Charge. The Work Order Book shall be kept at the site of work under the custody of Sub-Divisional Officer or his authorised representative. The Work Order Book shall have machine numbered pages in duplicate directions or instruction from Departmental 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 authorised representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorised representative may take away the 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 Sub-Divisional 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 Sub-Divisional Officer.

CLEARING MATERIALS:

The whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

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 the Engineer-In-Charge and the rates will be fixed with manner as stated below:-

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

- (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. (Electrical) Department schedule of rates of probable items of work forming part of tender document.
- (b) 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, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed, the contractual percentage will not be applicable.
- (c) Black-market rates shall never be allowed.
- (d) 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.

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 Engineer-in-charge or the Sub-Divisional Officer, as the authorized representatives of the Engineer-In-Charge and order given by him or proceeding with the latter item of work. When however, this is not possible for practical reasons, the Junior Engineer, if so, authorized by the Sub-Divisional Officer may do this inspection in respect of minor works and issue order regarding the latter item.

APPROVAL OF SAMPLE:

Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-charge and checking the quality of such materials shall have to be done by the concerned Department 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.

DRAWINGS:

All works shall be carried out in conformity with the drawings approved by this Department. The Contractor shall have to carry out all the works according to the approved general drawing and detail working drawings to be supplied by the contractor from time to time at no extra cost.

SERVICEABLE MATERIALS:

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

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

UNSERVICEABLE MATERIALS:

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-charge. No extra payment will be made on this account.

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 department 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 department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

ISSUE OF DEPARTMENTAL TOOLS AND PLANTS:

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

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, the **Executive Engineer, P.W.D., Cooch Behar Electrical Division** 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 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.

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

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.

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 Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein, for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table 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.

SETTING OUT OF THE WORK:

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any, rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-In-Charge during progress of works, if any, error appears or 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 Engineer-In-Charge. 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 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 Executive Engineer of the Division 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 Engineer-in-Charge. For true technical or emergent reasons the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. 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.

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Engineer-In-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-In-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-In-Charge. The cost of all such tests 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 authorised and approved source.

REJECTION MATERIALS:

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

FORCE CLOSURE:

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

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 Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender 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.

DOCUMENTS & CERTIFICATES:

The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material etc. as deemed fit by the engineer-in-charge to ascertain genuinity of material supplied by/ used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department.

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS, CONTRACTORS AND CONSULTANTS

1. SCOPE

The procedure as laid down in subsequent paragraphs shall govern the suspension / debarment of suppliers, contractors and consultants ("contractors" for brevity) involved in government procurement for offenses or violations committed during competitive bidding and contract implementation, for the works under Public Works Department, Government of West Bengal.

2. PROHIBITION ON SUSPENDED / DEBARRED PERSONS/ENTITIES TO PARTICIPATE IN THE BIDDING OF GOVERNMENT PROJECTS/CONTRACTS OF THE DEPARTMENT.

A person/entity that is suspended / debarred by a procuring entity shall not be allowed to participate in any procurement process under Public Works Department during the period of suspension / debarment unless the same has been revoked.

A joint venture or consortium which is suspended / debarred or which has suspended / debarred member/s and/or partner/s as well as a person/entity who is a member of a suspended / debarred joint venture or consortium shall, likewise, not be allowed to participate in any procurement process under Public Works Department during the period of suspension / debarment unless the same has been revoked.

3. DEFINITION OF TERMS: -

3.1 Bidder: -

A Person /Contractor /Agency /Joint Venture /Consortium/ Corporation participating in the procurement process and/or a Person /Contractor /Agency /Joint Venture /Consortium/ Corporation having an agreement/contract for any procurement with the department shall be referred as bidder.

3.2 Bid Evaluation Committee (BEC in short):

- a) “Bid Evaluation Committee” for the bids invited by the Executive Engineer will be comprising of
- Concerned Executive Engineer inviting bids as chairperson and convener,
 - Divisional Accounts Officer as member and
 - Concerned Assistant Engineer as member.
- b) “Bid Evaluation Committee” for the bids invited by the Executive Engineer will be comprising of
- Concerned Executive Engineer as chairperson and convener,
 - Concerned Executive Engineer as member,
 - T.A to Superintending Engineer** of concerned Circle or any other Executive Engineer of the Circle as member,
 - Divisional Accounts Officer/ Divisional Accountant as member.

The Bid Evaluation Committee, as constituted by the Department from time to time.

3.3 Consolidated Debarment List: -

A list prepared by the Department containing the list of bidders debarred by the Public Works Department, Government of West Bengal. The list would be displayed on website of the Department.

3.4 Contract implementation: -

A process of undertaking a project in accordance with the contract documents.

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

3.5 Debarment:-

An administrative penalty, in addition to the contract provision, disqualifying a bidder from participating in any procurement process under Public Works Department, Government of West Bengal for a given period.

3.6 Debarred Bidder: -

A Bidder who was disqualified by the competent authority of the Public Works Department, Government of West Bengal.

3.7 Department: -

Public Works Department, Government of West Bengal.

3.8 Debarment Committee (Committee competent for issuing Debarment Order):-

The “Debarment Committee” will be comprising of the

- The Engineer in Chief & Ex-Officio Secretary, Public Works Department as chairperson and convener,
- The Chief Engineer, Head Quarter, Public Works Directorate as member and
- The Chief Engineer, Head Quarter, Public Works (Roads) Directorate as member,
- The Financial Advisor, Integrated Finance Branch, P.W.D as member,
- For electrical works, the Chief Engineer, Electrical/ for NH works, the Chief Engineer, NH/ for Social Sector works, the Chief Engineer, Social Sector as member.

The Debarment Committee is authorized to decide to place alleged bidders under debarment.

3.9 Entity:-

A Person /Contractor /Agency /Joint Venture /Consortium/ Corporation participating in the procurement process and/or a Person /Contractor /Agency /Joint Venture /Consortium/ Corporation having an agreement/contract for any procurement with the department shall be referred as entity.

3.10 Offence: -

A violation or breach of a law, regulation, laid down procedure, etc.

3.11 Procurement: -

It is the act of buying goods, services or works from an external source. It is favorable that the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time, and location.

3.12 Procuring Entity / Authority: -

The officer authorized by the Public Works Department, Government of West Bengal, for procurement.

3.13 Suspension:-

Temporary disqualification of a bidder from participating in the procurement process of Public Works Department for a period of 6(six) months when an offence is made out against a bidder.

3.14 Suspension Committee (Committee competent for issuing Suspension Order):-

“Suspension Committee” will be comprising of i) Zonal Chief Engineer, of the concerned Directorate, as chairperson and convener, ii) Assistant Chief Engineer (Monitoring), of the concerned Directorate as member and iii) Concerned Superintending Engineer, of the respective wing, as member.

For NH works, the Zonal Chief Engineer, P.W (Roads) Directorate will act as Chairperson and Convener and for Electrical and Social Sector works, the Zonal Chief Engineer, P.W. Directorate will act as Chairperson and Convener of the Suspension Committee as stated above.

**Signature and address of
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**Signature of the Tender
Accepting Authority**

4. GROUNDS FOR SUSPENSION AND DEBARMENT

- 4.1. Submission of eligibility requirements containing false information or falsified documents.
- 4.2. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- 4.3. Unauthorized use of one's name/digital signature certificate for purpose of bidding process.
- 4.4. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- 4.5. Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and / or Central Government.
- 4.6. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any bidder, lodging false complain about any officer duly authorized by the department, restraining any interested bidder to participate in the bidding process, etc.
- 4.7. Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- 4.8. Whenever adverse reports related to adverse performance, misbehavior, direct or indirect involvement in threatening, making false complaints etc damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one officer or at more than one occasion from individual officer.
- 4.9. Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
- 4.10. Failure in deployment of technical personnel, engineers and / or work supervisor having requisite license/ supervisor certificate of competency as specified in the Contract.
- 4.11. Refusal to accept an award after issuance of “letter of acceptance” or enter into contract with the government without justifiable cause.
- 4.12. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the “Letter of Acceptance”, “Letter of Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract”, etc.
- 4.13. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.

4.14. For the procurement of consultancy service/ contracts, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance.

- i. Non deployment of competent technical personnel, competent engineers and /or work supervisors;
- ii. Non deployment of committed equipment, facilities, support staff and manpower; and
- iii. Defective design resulting in substantial corrective works in design and/or construction;
- iv. Failure to deliver critical outputs due to consultant's fault or negligence; and
- v. Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost.
- vi. Allowing defective workmanship or works by the contractor being supervised by the consultant.

4.15. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.

4.16. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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5. CATEGORY OF OFFENSE:-

5.1. First degree of offense: - Sl. No. 4.1 to 4.16 to be considered as first degree of offense.

5.2. Second degree of offence: - Any one of the offences as mentioned under 5.1 above, committed by a particular bidder/contractor/supplier by more than one occasions, be considered as second degree of offense.

In addition to the penalty of suspension / debarment, the bid security / earnest money posted by the concerned bidder or prospective bidder shall also be forfeited.

(The same must be invariably part of the process of evaluation of bids.)

6. PENALTY FOR OFFENSE:-

6.1. For committing 1st Degree of offense:- Disqualifying a bidder from participating in any procurement process under the Public Works Department, Government of West Bengal up to 2(two) years.

6.2. For committing 2nd Degree of offense:- Disqualifying a bidder from participating in any procurement process under the Public Works Department, Government of West Bengal for a period of 3(three) years.

7. PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS:

7.1 Initiation of Action, Notifications and Hearings.

Any bidder or procurement authority on his own or based on any other information made available to him may initiate the process of suspension / debarment proceedings by filing a written complaint with the **Bid Evaluation Committee** and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid.

a) Upon verification of the existence of grounds for suspension / debarment, the chairperson of **Bid Evaluation Committee** shall immediately notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address, advising him that:

i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/ debarment.

ii) He has been recommended to be placed under suspension / debarment by the Suspension Committee, stating the grounds for such.

iii) The said bidder within three days from the date of issue of such notification by the Bid Evaluation Committee may approach the chairperson of Suspension Committee by submitting all required documents in his favour for a hearing. Any application made thereafter would not be entertained.

Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee.

b) After receiving the recommendation for suspension from **Bid Evaluation Committee**, the **Suspension Committee** shall issue a notice to the alleged bidder, electronically through his registered e-mail id, to submit all relevant documents in support of his defense within three working days after issuance of the notice of the **Suspension Committee**. The **Suspension Committee** will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or after hearing if found sufficient ground for suspension the **Suspension Committee**, will suspend the alleged bidder from participating in the procurement process under the Public Works Department for a period of 6 (six) months from the date of issuance of Suspension order. The Chairperson of the **Suspension Committee** shall issue the Suspension Order within 7(seven) days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The chairperson of **Suspension Committee** shall also inform the decision to all concerned.

If sufficient reasons for suspension are not found, the **Suspension Committee** would reject the recommendation of **Bid Evaluation Committee** and would allow the bidder to take part in the tendering process. If the bidder is suspended, the **Suspension Committee** would recommend debarment of the bidder and forward the case with all documents to the **Debarment Committee** for further action.

**Signature and address of
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**Signature of the Tender
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c) The **Debarment Committee** upon receipt of the recommendation of the **Suspension Committee** shall scrutinize the documents. The **Debarment Committee** will hold a hearing of the alleged bidder and issue necessary order within 10(ten) working days from the last date of hearing. The **Debarment Committee** if satisfied after hearing shall forward the case to the Department for order of debarment. The Department in due course will issue Debarment Order disqualifying / prohibiting the erring bidder from participating in the bidding / procurement of all projects under Public Works Department, Government of West Bengal for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the **Debarment Committee** may reject the recommendation of the **Suspension Committee**. The chairperson of **Debarment Committee** shall also inform the decision to all concerned.

8. PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:

a) Upon termination of contract due to default of the bidder, the Engineer-in-charge shall recommend for debarment to the **Bid Evaluation Committee**. The **Bid Evaluation Committee** shall submit his recommendation of debarment of the alleged bidder along with a detail report stating clearly the reasons for debarment to the **Debarment Committee** within thirty days from the date of termination of contract. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. The chairperson of **Bid Evaluation Committee** shall also inform the decision to all concerned.

b) The **Debarment Committee** upon receipt of the recommendation of the **Bid Evaluation Committee** shall scrutinize the documents. The **Debarment Committee** will hold a hearing about the matter from the bidder and issue necessary order within 10(ten) working days from the last date of hearing. The **Debarment Committee** if satisfied after hearing shall forward the case to the department for order of debarment. The department in due course will issue Debarment Order disqualifying / prohibiting the erring bidder from participating in the bidding / procurement of all projects under Public Works Department, Government of West Bengal for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the **Debarment Committee** may reject the recommendation of the **Bid Evaluation Committee**. The chairperson of **Debarment Committee** shall also inform the decision to all concerned.

9. STATUS OF SUSPENDED / DEBARRED BIDDER:-

- a) Bidder placed under suspension/ debarment by the competent authority will not be allowed to participate in any procurement process, within the period of suspension/debarment, in any procurement process under Public Works Department. The earnest money of the suspended bidder shall stand forfeited to the Government.
- b) If the Suspension/Debarment Order is issued prior to the date of issue of “Letter of Acceptance”, “Letter of Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract”, etc for any bid, the suspended/ debarred bidder shall not be qualified for award for the said bid and such procurement process will be dealt with as per existing norms by simply excluding the erring bidder.
- c) If the Suspension/ Debarment Order is issued after award of a government project/contract to the debarred bidder, the awarded project/contract shall not be prejudiced by the said order provided that the said offense(s) committed by the debarred bidder is not connected with the awarded project/contract.

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

ADDITIONAL PERFORMANCE SECURITY WHEN THE BID RATE IS 80% OR LESS OF THE ESTIMATE PUT TO TENDER AND NO INCREASE IN SCOPE OF WORK OF PROJECTS DURING EXECUTION PHASE

Ref: Memorandum No. 4608-F(Y) Dt. 18.07.2018 of Additional Chief Secretary to the Govt. of West Bengal, Finance Department, Audit Branch.

In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is pleased to decide that **Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender.**

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

SPLITTING OF WORKS AND/ OR INCREASE IN SCOPE OF WORK OF PROJECTS DURING EXECUTION PHASE

Ref: Memorandum No. 4609-F(Y) Dt. 18.07.2018 of Additional Chief Secretary to the Govt. of West Bengal, Finance Department, Audit Branch.

Splitting of works, in general, is not allowed as per Rule 102 of WBFR. However, under exceptional circumstances, works are sometimes required to be splitted after taking express approval of the Administrative Department where the primary consideration of splitting is expediting the execution thereof.

It is hereby reiterated that such splitting of works shall not be resorted to unless where it is unavoidable. The purpose of splitting, shall under no circumstances, be done for evading the provisions of e-tender and/or for evading the financial powers of the sanctioning authority.

Further, after finalization of the tender process, the scope of work should not be increased during period of execution. No additional/supplementary/substitute items should be considered beyond the already approved scope of work and estimate. Where the accepted bid rate is less than the estimated amount put to tender, the scope of work should not be increased to allow expenditure up to the administrative approved amount. However, routine and minor deviations, as permissible in PWD Code and WBFR, may be considered with the approval of competent authority if the same are absolutely essential for execution of work as per the already approved plan and design.

**Signature and address of
The Bidder**

**Signature of the Tender
Accepting Authority**

DECLARATION BY THE BIDDER

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 work.

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 department.

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

**Signature of Bidder
Postal address of the Bidder**

**Sd/- S. Thakur
Executive Engineer, P.W.D
Cooch Behar Electrical Division**