

# THE STATE FISHERIES DEVELOPMENT CORPORATION LIMITED

(An ISO 9001:2015 Certified Govt. Undertaking)

Bikash Bhawan, 1st Floor, North Block, Bidhannagar, Kolkata - 700091

Ph. No.: 033 2358 3128, E-mail: [sfdcltd@yahoo.co.in](mailto:sfdcltd@yahoo.co.in), Website: [www.wbsfdcltd.com](http://www.wbsfdcltd.com)

GSTIN: 19AABCT2090D1ZJ • CIN: U15125WB1966SGC026791

## **e-Tender Notice No. SFDC/MD/NIT-04(e)/2026-27**

**Memo No: 495/Const-208/2026**

**Date: 16/06/2026**

The Managing Director, The State Fisheries Development Corporation Limited invites e-tender for the work detailed in the table below. (Submission of Bid through **online**)

Sl. No.	Name of work	Estimated Amount	Earnest Money	Period of completion	Eligibility of Bidder
1	Construction of Bitumen Surface over existing Bitumen Road of intermediate road of Alampore and UNDP Fisheries Project, Purba Medinipur.	Rs. 48,53,447.00	Rs. 97,069.00	240 (Two hundred Forty) Days	Bonafide outsider resourceful & reliable agencies (reference Serial No. 5 of this e-NIT).

**N.B.:- The successful L1 Bidder shall have to pay the fees of requisite set of tender documents for execution of formal agreement.**

- Both Technical document and Financial Bid are to be submitted in technical (Statutory & Non- Statutory) and financial folder concurrently duly digitally signed in the website <http://wbtenders.gov.in>.
- Necessary Earnest Money will be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name(ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site (i.e Unique transaction receipt) & must be uploaded in the EMD folder of Statuary Bid Document. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD. *Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statuary bid documents.*
- The Technical document and Financial Bid submitted online only.
- The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL Document of the tenderer found qualified by the Managing Director, The State Fisheries Development Corporation Limited. The decision of the Managing Director, The State Fisheries Development Corporation Limited will be final and absolute in this respect. The both list of Qualified Bidders will be displayed in the website and also in the Notice Board of the office of the Managing Director, The State Fisheries Development Corporation Limited, on the scheduled date and time.
- Eligibility criteria for participation in the tender.**
  - The intending tenderers should produce credentials of a similar nature of completed work (**Bituminous Road**) as a prime agency of the minimum value of 40% (forty percent) of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,
  - The intending tenderers should produce credentials of 2 (two) similar nature of completed work (**Bituminous Road**) as a prime agency, each of the minimum value of 30% (thirty percent) of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,

iii) The intending tenderers should produce credentials of one single running work of similar nature (**Bituminous Road**) as a prime agency which has been completed to the extent of 80% (eighty percent) or more & value of which is not less than desired value at (i) above.

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

**The prospective tenderers must have sufficient credential to participate in the Tender as per Notification bearing No. 04-A/PW/O/10C-02/14 dated 18.03.2015 of Accounts Branch, PWD, Govt. of W.B. [Non Statutory Documents]. (If applicable)**

Credential of Public Works department of State / Central, Fisheries department or its statutory bodies, Zillah Parisads, Municipal Corporations, HIDCO., or similar nature other Govt. bodies are preferred as per discretion of the executing Agency.

Capability statement in separate sheet should be submitted along with the technical bid.

The Bidders are required to produce the original documents for verification by the Tender Committee as and when required. Qualified firms will be intimated to attend the opening of cover II (financial bid). The venue will be intimated separately.

**N.B.:-** Completion certificate should contain a) Name of work, (b) Name of Client, (c) Amount put to tender, (d) Schedule month and year of commencement and completion as per work order (e) actual month and year of completion.

**Completion Certificate, Work Order and Payment certificate along with Summary sheet for details of works must be uploaded. Otherwise tender will be treated as non qualified.**

iv) Payment certificate will not be treated as credential.

v) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a state / Central Govt., State / Central Govt. undertaking, Statutory / Autonomous Bodies Constituted under the Central / State Statute, on the executed value of completed / running work will be taken as credential.

vi) The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being **One Degree / Diploma holder Civil** (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation). In this respect the bidder shall upload Form No. IIIB in Section-'B' duly notarized, failing which the bid may be treated as non responsive [Non statutory Documents].

vii) **Available Bid capacity to be calculated on the basis prescribed Format as illustrated in Form- II A attached at Section A (Kindly note that this Form- II A must be submitted duly signed & sealed by the applicant / bidder & authenticated by Statutory Auditor's Firm failing which this application / bid will be rejected) The Bid capacity shall not be less than the estimated amount put to tender.**

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

viii) In case of Registered Unemployed Engineers' Co-operative Societies and Registered Labour Co-operative Societies, documents of credentials as per Serial No. 5, Page No. 2 of this e-NIT. 'Certificate of Registration' and 'Certificate for Validity of Registration' from the respective Assistant Registrar of Co-operative Societies, Bye Law, PAN Card, Current P. Tax Challan, Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act '2017, Employees Provident Fund and Employees State Insurance registration number and current challan eligible list of Registered Unemployed Engineers' Co-operative Societies / Registered Labour Co-operative Societies issued by the concerned Assistant Registrar of Co-operative Societies showing the name of their Society must be documented through e-filling. Also in case of Registered Unemployed Engineers' Co-operative Societies, documents in satisfying the following criteria are required to be documented through e-filling:-

a) The Society consists of at least 10 (ten) members of which at least 60% should hold Degree or Diploma in any branch in Engineering as per Memo No. 44-A/4M-11/2002 dt. 09.01.2004 of Deputy Secretary-III, P.W.D..

Privilege will be allowed as per G.O. No. 378(9)-A/PW/O/10C- 17/05 dt. 31-05-2005 P.W.D. Accounts Branch by Deputy Secretary-III including necessary documents in support of the statement and along with other supporting papers. (Non-Statutory documents)

- b) Above society shall be allowed to participate the work mentioned in this e-NIT as per G.O.
- ix) In case of proprietorship & partnership Firm & Company, System Generated Tax Audit Report in 3 CD & 3CB Form shall have to be furnished along with Balance Sheet & Profit & Loss Account & all schedules forming the part of Balance Sheet & Profit & Loss Account. Tax Audit Report, Balance Sheet & Profit & Loss Account including all schedules forming the part of Balance Sheet & Profit & Loss Account should be in favour of applicant. No other name along with applicant name in such enclosure will be entertained. (Non-Statutory Document).
- x) **Joint venture will not be allowed** to participate in the above e-NIT.
- xi) 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.
- xii) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
- xiii) The Tender evaluation committee will have sole discretion to decide eligibility of the contractor on the basis of e-filing documents and reserves the right to refuse any explanation to contractors found ineligible after scrutiny.
- xiv) A prospective tenderer shall be allowed to participate in the particular work either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single work, all his applications will be rejected for that work without assigning any reason thereof.
- xv) The partnership firm shall furnish (a) Registration certificate from Register of Firms, (b) The registered partnership deed & the company shall furnish (a) Incorporation Certificate & (b) Article of Association & Memorandum. (Non-Statutory Document).

**6. No mobilization /secured advance shall be allowed.**

7. Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
8. (a) All materials such as cement, steel etc. are to be procured at his own cost including all Taxes. Quality of material should be maintained as per specification with reliable B.I.S. Code & as mentioned in the structural detail drawing & test certificate should be submitted as per direction of E.I.C. Authenticated evidence for purchase of cement & steel etc. are to be submitted along with the challan & test certificate. In the event of further testing opted by the E.I.C., then such testing from any Govt. approved testing laboratory shall have to be conducted by the agency at their own cost. The quality of materials & specifications of items as per provision of P.W.D. S.O.R. & relevant I.S. Code.  
(b) The Prospective bidders shall submit the work program as per schedule time in Bar Chart format. The work program shall be prepared as per working schedule with duly signed by Engineer & shall be considered the actual time.
9. Recovery of 1% (one percent) cess on construction cost in accordance with the buildings and other construction worker's (Regulation of Employment & conditions of service) Act. 1996 will be implemented in this Tender.
10. 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.
11. Bids shall remain valid for a period not less than 180 (One hundred eighty) days from the date of opening of the Financial Bid. Bid valid for a shorter period shall be rejected by the Managing Director, as non-responsive.
12. The prospective bidders shall have own the required plant & machinery or arrange through lease hold registered agreement in working condition. The contractor must furnish the documents in support of ownership or lease hold registered agreement & shall have to be submitted through e-filing [Non - Statutory Documents]. The minimum numbers of machineries are given in the form.
13. The prospective bidders shall be capable to establish field testing laboratory equipped with requisite instruments and technical staff so that if the work is finally awarded, he may establish such laboratory in the work site. Test of materials from outside recognized laboratory may be done, if required, at the discretion of the Engineer-in-charge. The cost for such testing will be borne by the agencies.

14. The intending bidders should clearly understand that whatever may be the outcome of the present invitation of bids, no cost of bidding is reimbursable from the department.
15. In case of inadvertent typographical mistake in the bill of quantity, the same will be treated to be corrected as to confirm with the prevailing relevant schedule of rates of PWD / PWD (Electrical) / PWD (Roads)/ I& WD for the concerned district or as per Technically sanctioned estimate.
16. No fixed Security Deposit will be allowed.
17. No Price Adjustment in respect of certain construction material (i.e. cement components, steel components etc.) will be considered.
18. If required ready Mix Concrete as per specification required for the construction work will be supplied by the agency through his own plant / from any reputed/recognized supplier if required.
19. Running payment for the work may be made on availability of the fund after necessary certification of work along with checking of contractor's bill.
20. Successful bidder (L1) will have to purchase at least 2(two) copies of tender at usual cost which mentioned in e-NIT from the office of the respective MD, SFDCL.

**21. A :- Important information**

Date & Time schedule

Sl. No.	Particulars	Date & Time
1.	Date of uploading of e-N.I.T. Documents online) (Publishing Date)	<b>23.06.2026 at 6:55 p.m.</b>
2.	Documents download/sell start date (Online)	<b>23.06.2026 at 6:55 p.m.</b>
3.	Documents download/sell end date (Online)	<b>09.07.2026 up to 3:00 p.m.</b>
4.	Date of Pre-Bid Meeting with the intending bidders in the office of The Managing Director, <b>The State Fisheries Development Corporation Limited, Bikash Bhawan, North Block, 1<sup>st</sup> Floor, Salt Lake City, Kolkata-700 091.</b>	<b>30.06.2026 at 4 p.m.</b>
5.	Bid submission start date (Online)	<b>23.06.2026 at 6:55 p.m.</b>
6.	Bid Submission closing (Online)	<b>09.07.2026 up to 3:00 p.m.</b>
7.	Bid opening date for Technical Proposals (Online)	<b>11.07.2026 at 3:00 p.m.</b>

**22. LOCATION OF CRITICAL EVENT**

**Pre-Bid Meeting &  
Bid Opening**

**Office of the Managing Director  
The State Fisheries Development Corporation  
Limited,  
Bikash Bhawan, North Block, 1<sup>st</sup> Floor, Salt Lake  
City, Kolkata-700 091.**

23. 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 prevailing Govt. rule from the date of completion of the work. If any defect/damage is found during the period as mentioned above contractor shall make the same good at his own cost expense to the specification at par with instant Project work. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.
24. All Bidders are requested to present in the 'The State Fisheries Development Corporation Limited.', during opening the financial bid The Managing Director, **The State Fisheries Development Corporation**

**Limited** may call **Open Bid/Sealed Bid** after opening of the said bid to obtain the suitable rate further, if it is required. No objections in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal tenderer will be entertained in the Bid further.

25. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
26. **Earnest Money** : Necessary Earnest Money will be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name(ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site & must be uploaded in the EMD folder of Statuary Bid Document. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD. Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statuary bid documents.  
**Balance amount of earnest money if any required (calculated on the basis of @ 2% of total Estimated amount) has to be deposited by the successful bidder(s) at the time of formal agreement.**
27. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information's that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
28. 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 Managing Director, The State Fisheries Development Corporation Limited 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.
29. **Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.**
30. **Conditional / Incomplete tender will not be accepted.**
31. The intending tenderers are required to quote the rate **on line**.
32. 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 there to and the rules made and order issued there under from time to time.
33. **Guiding schedule of rates - For building works:** Current Schedule of rates for concerned District P.W.D. with effect from 01.11.2017 for Building, Sanitary & Plumbing works P.W (R) SOR, P.W.D. (Electrical) SOR along with up to date Corrigenda & Addenda.
34. No price preference & other concession as per Order No. 1110-F dated 10.02.2006 will be allowed.
35. 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 allowed to participate in the tender and that application will be out rightly rejected without any prejudice. The Managing Director, The State Fisheries Development Corporation Limited reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
36. In case if there be any objection regarding prequalifying the Agency that should be lodged to The Managing Director, The State Fisheries Development Corporation Limited within 2 (two) days from the

date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the authority.

37. Before issuance of the **WORK ORDER**, the tender inviting authority / bid evaluation committee may verify the hard copy of earnest money, the credential and other documents of the lowest tenderer if 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.
38. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later Notification will supersede former one in following sequence.
- i) Form No. 2911.
  - ii) e-NIT
  - iii) Special terms & conditions.
  - iv) Technical Bid.
  - v) Financial Bid
39. The prospective tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 3 (three) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
40. **Qualification criteria.**  
The tender inviting & Accepting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum regarding.
- a) **Financial Capacity.**
  - b) **Technical Capability comprising of personnel & equipment capability.**
  - c) **Experience/Credential**
- The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned in a, b, c above. If any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice.
41. 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 to accordance with the provisions of the Registration Act, 1908.
42. The bidder should submit necessary labour license from the competent authority under contract labour (Regulation & Abolition) Act '1970.
43. No child labour will be allowed at the working site.
44. The prospective bidder to arrange sufficient construction materials & mechanical equipment's to ensure compliance with his obligations under the contract.
45. All the EMD/Tender Fees in respect of e-Tender will mandatorily be received and refund/settlement made as per Finance Department, Govt. of West Bengal vide No. 3975-F(Y) dated 28<sup>th</sup> July '2016.
46. Rate should be quoted including all duties, taxes & other levies Educational Cess etc. as imposed by Govt. of India & Govt. of West Bengal valid on date of bidding, payable by the Contractor under the Contract, or for any other cause. **The Managing Director, The State Fisheries Development Corporation Limited** will not make any payments towards taxes, duties, levies etc. for the entire contract period.

47. Bidder shall submit copy of :-

- i) Valid PAN issued by the IT Deptt., Govt. of India & I.T Return for last 05 (five) years.
- ii) Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act '2017.
- iii) Tax invoice(s) needs by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act '2017.
- iv) Employees Provident Fund and Employees State Insurance registration number and current challan.

48. Prospective Bidder shall have to execute the work in such manner so that appropriate service level of the Road under improvement is to be maintained during progress of the work during **Defect Liability Period** of three years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the **Defect Liability Period 3 (three) years** from the actual date of completion. If any defect/ damage is detected during this period as mentioned above the contractor shall make the same good at his own expense to the satisfaction of the of the Engineer in Charge or in default the Engineer in Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer in Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the contractor. Security Deposit shall become payable only after expiry of the Defect Liability Period after making necessary deduction if applicable. Hence condition of refund of Security Deposit will be as per Notification No. 5784-PW/L&A/2M-175/2017 dated 12/09/2017 of PWD, Govt. of West Bengal. Provisions in Clause 17 contained in W.B. Form No. 2911 so far as they relate to DLP and refund of security deposit is to be treated as superseded.

49. Supplementary work/ deviation quantity if any should be followed as per Notification No. 6754-PW/L & A/2M-312/2017 dt. 18/12/2017.

50. Contractors will, in case of delay in completion of work beyond the date of completion, for reasons attributable to them, be liable to pay compensation for delay.

**Compensation for delay of work: @ 2% (Two percent) of the tendered value of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of security deposit already withheld or due to be withheld during imposition of the said clause and minimum payable compensation equivalent to the Earnest Money deposited (EMD).**

Provided always, that the total amount of compensation for delay, to be paid under this clause shall not exceed 10% of the tendered value of work or the tendered value of the item or group of items of the work, for which a separate period of completion is originally given. In case of delay due to reason not attributable to the contractor, suitable extension shall be granted without imposition of Compensation of delay (As per clause-2 of West Bengal Form No. 2911).

51. In case the contractor fails to make desirable progress of works or lags behind in activities in items of work required for timely completion of the work due to lapse on their part, the MD of SFDCL give written notice to the contractor for achieving specified progress /or to deploy adequate resources to the satisfaction of Engineer in Charge for timely completion of the work.

If the contractor fails to achieve the specified quality and fails to take action for timely completion of work due to their fault even after expire of the notice period then the MD of SFDCL shall have option to

terminate the contract and to withdraw the remaining part of the work in part or in full from the contractor and get the same executed at the risk and cost of the terminated contractor through alternative agency/agencies (As per Clause 3 of 2911).

The contractor will be eligible for payments for works executed but not paid till the date of termination. Such amount shall be determined after joint inspection of sites on mutually agreed days after termination.

52. The agency should have engaged Job Card holder where unskilled workers are required & shall furnish certificate after completion the work with signature.

**Sd/-**  
**MANAGING DIRECTOR**  
**THE STATE FISHERIES DEVELOPMENT**  
**CORPORATION LIMITED**

**Memo No: 495/1(6)/Const-208/2026**

**Date: 16/06/2026**

Copy forwarded for favour of kind information to the:-

- 1) The Additional Chief Secretary to the Govt. of West Bengal, Fisheries Department.
- 2) The Chief Engineer, SFDCL.
- 3) The Senior Deputy Secretary to the Govt. of West Bengal, Fisheries Department.
- 4) The CAO, SFDCL.
- 5) The Project-in-charge, Alampur Fisheries Project & UNDP Fisheries Project.
- 6) Guard file

**Sd/-**  
**MANAGING DIRECTOR**  
**THE STATE FISHERIES DEVELOPMENT**  
**CORPORATION LIMITED**

SECTION A  
INSTRUCTION TO BIDDERS

1. *General guidance for e-Tendering*

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

1. Registration of Contractor

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

2. Digital Signature certificate (DSC)

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

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

4. Participation in more than one work

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

5. Submission of Tenders.

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus protected 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 further two covers (folders).

**A-1. Statutory Cover Containing**

(i) Prequalification Application (Sec-B, Form- I).

(ii) Tender Form No. 2911 & NIT (download properly and upload the same digitally Signed).

(iii) Earnest Money Deposited

(iv) Bid Capacity (Form-II A)

(v) Affidavits - X (Section - B)

(vi) Affidavits - Y (Section - B)

## **A-2. Non statutory Cover Containing**

- i) PAN Card, Current P.Tax Challan, Current IT Return for last 5 (five) years, Trade License, Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act '2017, Tax invoice(s) needs by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act '2017, Employees Provident Fund and Employees State Insurance registration number and current challan.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum.
- iv. Registered Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- v. System generated Tax Audit Report in 3 CD/ 3CB Form shall have to be furnished along with Balance Sheet and Profit and Loss A/c for the last five years (year just preceding the current Financial Year will be considered as year – I).
- vi. Employees Provident Fund and Employees State Insurance registration number and current challan.
- vii. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered Labour Co-Op(S) Engineers' Co.-Opt.(S).
- viii. List of machineries possessed by own / arrange through lease hold agreement along with authenticated copy of invoice & challan. (Section –B, Form IV).
- ix. List of laboratory Instrument along with authenticated invoice & challan.
- x. List of technical staff along with structure and organization (Section – B, Form – III).
- xi. Credential as per Serial No. 5, Page No. 2 of this e-NIT. To be furnished (Section – B, Form – V).
- xii. Information regarding litigation etc. to be furnished (Section – B, Form – VI).
- xiii. Bank solvency certificate to be furnished (Section – B, Form – VII).

Note:- The eligibility of a bidder will be ascertained on the basis of scanned copy of all original documents duly digitally signed as stated in A-1 & A-2. Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

## **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 (percentage Above/ Below/ At par)** online through computer in the space marked for quoting rate in the BOQ.
- (ii) Only downloaded copies of the above documents are to be uploaded virus scanned and Digitally Signed by the contractor.
- (vii) Financial capacity of a tenderer will be judged on the basis of working capital and available bid capacity as mentioned in the e-N.I.T. to be derived from the information furnished in **FORM- II A** i.e., Application (for Pre-qualification). If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Tenderer, the Tenderer will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Engineer-In-Charge/ Employer. The audited

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

- iv) As per G.O. No. 4608-F(Y) dated 18.07.2018 of Finance Department, Govt. of West Bengal, Additional Performance Security @ 10% (Ten Percent) of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% (Eighty percent) or less of the Estimated amount 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.

The Bank Guarantee shall have to be valid upto end of the Contract Period & shall be renewed accordingly, if required.

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.

#### **6. Penalty for suppression / distortion of facts**

Submission of false document by tenderer is strictly prohibited and in case of such act by the tenderer the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

#### **7. REJECTION OF BID:-**

**The Employer (tender accepting authority / bid evaluation committee) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the ground for Employer's (tender accepting authority) action.**

The Tenderer whose Bid has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance

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

The Agreement in Printed Tender Form in WBF No. 2911 / 2911(i) /2911(ii) will incorporate all necessary documents e.g. N.I.T., all addenda corrigendum, special terms and condition (Section –C), different filled-up forms (Section –B), B.O.Q. and the same will be executed between the Tender Accepting Authority and the successful Tenderer.

Sd/-  
**The Managing Director  
The State Fisheries Development  
Corporation Limited**

**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	<ol style="list-style-type: none"> <li>Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act ‘2017.</li> <li>Tax invoice(s) needs by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act ‘2017.</li> <li>PAN Card, Current P.Tax Challan.</li> <li>IT return 5 (five) years</li> <li>Current Trade License</li> <li>Employees Provident Fund and Employees State Insurance registration number and current challan.</li> </ol>
B.	Company Details	Company Details – I	<ol style="list-style-type: none"> <li>Society (Society Registration copy, Trade License).</li> <li>Power of attorney.</li> <li>Partnership Firm (Partnership Deed, Trade License).</li> <li>Bye Law.</li> <li>Eligible list of Registered Unemployed Engineers Co-operative Society /Registered Labour Co-operative Society.</li> <li>Current Audit Report.</li> <li>Current N.O.C. from A.R.C.S.</li> <li>Minutes of last A.G.M.</li> </ol>
C.	Credential	Credential 1	<ol style="list-style-type: none"> <li>Similar nature of work done (Bituminous Road) &amp; completion certificate which is applicable for eligibility in this tender.(ref. Serial no-5 of this e-NIT)</li> </ol>
D.	Man Power, Machineries	Technical Personnel Machineries	List of Technical Staffs along with Structures & Organization (As per e-NIT), Section-B (Form-IV).
E	Financial Information	Work in Hand	<ol style="list-style-type: none"> <li>Bid Capacity (Form-II A)</li> <li>Affidavits – X &amp; Affidavits – Y (Section – B)</li> <li>Certificate of revolving line of credit by the Bank.</li> </ol>
		Profit & Loss A/c. & Balance Sheet for last 5 (five) years	Profit & Loss A/c. & TDS (26AS) & Balance Sheet (with Annexure & System generated 3CD & 3 CB form in case of Tax Audit).

**Note:- Scan copy of all original documents stated above shall be uploaded duly signed by the bidder.**

**A. Tender evaluation by The Managing Director, The State Fisheries Development Corporation Limited**

- i. Opening of Technical proposal :- Technical proposals will be opened by Bid evaluation Committee constituted by The Managing Director, The State Fisheries Development Corporation Limited, and his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- ii. Intending tenderers may remain present if they so desire.

- iii. Cover (folder) statutory documents (vide Cl. No. 5.A-1 of Section "A") should be open first & if found in order, cover (Folder) for non-statutory documents (vide Cl. No. – 5.A-2 of Section "A") will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iv. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the Managing Director, The State Fisheries Development Corporation Limited.
- v. Uploading of summary list of technically qualified tenderers.
- vi. Pursuant to scrutiny & decision of the Bid evaluation committee constituted by The Managing Director, The State Fisheries Development Corporation Limited 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.
- vii. While evaluation by Bid evaluation committee constituted by The Managing Director, The State Fisheries Development Corporation Limited may summon of the tenders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

**viii. Opening & evaluation of Tender :-**

If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

**B. Financial proposal**

- i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor is to **quote the rate (Presenting Above/ Below/ At per)** online through computer in the space marked for quoting rate in the BOQ.
  - ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.
6. Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of **The Managing Director, The State Fisheries Development Corporation Limited** within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the SFDCL may take appropriate legal action against such defaulting tenderer.

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

**7. AWARD OF CONTRACT**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter.

The notification of award will constitute the formation of the Contract.

The Agreement in W.B.F.No.-2911(ii) will incorporate all agreements between the Tender Accepting Authority and the successful Bidder.

Sd/-  
**The Managing Director**  
**The State Fisheries Development**  
**Corporation Limited**

**Form – II A**

Information of audited financial statements for the last year to demonstrate the current soundness of the Bidder's financial position :

1. The Bidder's Net worth for the last year calculated on the basis of capital, profit & free reserve available to the firm should be positive.
2. Bidders, who meet the minimum qualification criteria, will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A x N x 2 - B) where

A = Maximum value of engineering works in respect of projects executed in any one year during the last 5 (five) years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The projects include turnkey project / item rate contract / construction works.

N = Number of years (i.e. \_\_\_\_\_ year) prescribed for completion of the works for which Bids are invited.

B= Financial Liability of the bidder to be incurred for existing commitments & on-going works during the period of the subject contract.

**To calculate the value of 'A'**

- i) A table containing value of Engineering Works in respect to Projects (Turnkey projects/item rate contract/construction works) undertaken by the bidder during the last 5 (five) years is as follows :

Sl. No.	Year	Value of Engineering Works undertaken w.r.t. Projects (Rs. In Crores)
1	Year - 5	
2	Year - 4	
3	Year - 3	
4	Year - 2	
5	Year - 1	

- ii) Maximum value of projects that have been undertaken during the F.Y. \_\_\_\_\_ out of the last 5 years & value thereof is Rs. \_\_\_\_\_ Crores. (Rupees \_\_\_\_\_). Further, value updated to the price level of the year indicated in Table is as follows:

Rs. \_\_\_\_\_ Crores x \_\_\_\_\_ (Updation Factor as per Table annexed)

Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_).

Table indicating the factory for the year for updation to the price level is indicated as under

Sl. No.	F.Y. / Calendar year	Updation factor
1	Year - 1	1.00
2	Year - 2	1.05
3	Year - 3	1.10
4	Year - 4	1.15
5	Year - 5	1.20

- iii) Net worth for the last year of \_\_\_\_\_ (name of the company)

<p>.....</p> <p>.....</p> <p>Name of the Statutory Auditor's</p> <p>Firm/Chartered Accountant</p> <p>Signature:-</p> <p>Seal of the Audit/Chartered Accountant Firm:</p> <p>Name of signatory (in capital) :</p> <p>Membership No.:-</p>
--

.....  
.....

Signature:  
Name:

Designation of Authorized Signatory

For & on behalf of  
..... (Name of the Applicant)

Firm Regn. No:-  
Date of Birth :-  
Mob:-  
UDIN :-

Note :

1. All the documents to be submitted in support of Annexure – P must be duly signed & sealed by the applicant / bidder & authenticated by Statutory Auditor's firm.

SECTION – B  
FORM –I  
**PRE-QUALIFICATION APPLICATION**

**To  
The Managing Director  
The State Fisheries Development  
Corporation Limited**

Ref: - Tender for \_\_\_\_\_  
\_\_\_\_\_ (Name of work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**e-N.I.T.NO- \_\_\_\_\_ of 2026-27 of The Managing Director, The State Fisheries Development Corporation Limited**

Dear Sir,

Having examined the Statutory, Non statutory and e-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 and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.
- (b) Tender Inviting and 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

Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date

**N.B. THIS APPLICATION MUST BE MADE IN THE LETTER HEADED PAD OF THE FIRM IN WHICH APPLICATION IS MADE, CLEARLY MENTIONING THE ADDRESS AND CONTACT NUMBER & email ID OF THE FIRM.**

**SECTION – ‘B’  
AFFIDAVIT – “X”  
(To be furnished in Non – Judicial Stamp paper  
of appropriate value duly notarized on after the date of publication of this e-NIT)**

Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Tender No.	Estimated Amount	% of work executed	Sl. No.	Name of the work with Tender No.	Tendered Amount

Signed by an authorized officer of the firm

\_\_\_\_\_

Title of the officer

\_\_\_\_\_

Name of the Firm with Seal

Date \_\_\_\_\_

**SECTION – ‘B’  
AFFIDAVIT – “Y”  
(To be furnished in Non – Judicial Stamp paper  
of appropriate value duly notarized)**

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S \_\_\_\_\_ nor any of constituent partner had been debarred to participate in tender for Govt. works during the last 5 (five) years prior to the date of this e-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 undersigned 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 and I have not applied severally for the same work.
6. Certify that the rates have been offered by carrying out & completing the work to the satisfaction by the Department by taking due consideration of all factors after inspection of the work site & going through the detailed Notice Inviting e-Tender & Schedule of probable items of work with approximate quantities & other documents.

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date \_\_\_\_\_

**SECTION - B  
FORM- III  
STRUCTURE AND ORGANISATION**

- A.1** Name of applicant :
- A.2** Office Address :
- Telephone No. and Cell Phone No. :
- Fax No. :
- E mail ID :
- A.3** Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :
- A.4** PAN No. :
- A.5** G.S.T. No. :
- A.6** Details of Bank Accounts :-
- i) Name of Bank :
- ii) Name of Branch & Addressed with Phone No. :
- iii) Account No. :
- iv) MICR No. :
- v) IFSC Code No. :

---

**Note:** Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date \_\_\_\_\_

**FORM- III B**

**[Ref. NIT Clause No. 3.0 (ii)]**

**(To be furnished in Non- Judicial Stamp paper of appropriate value duly notarized on or after the date of publication of this NIT)**

**List of Technical Personnel to be full time engaged/ appointed for the work “ \_\_\_\_\_  
\_\_\_\_\_ (Name of work) \_\_\_\_\_ ”**

<b>Sl. No.</b>	<b>Name of Technical Personnel</b>	<b>Qualification</b>	<b>Designation</b>	<b>Date of Joining</b>	<b>Mob No</b>	<b>PAN</b>	<b>Remarks</b>

I on behalf of (bidders name) do hereby declare that the above information furnished by me are true to the best of knowledge and belief and shall be responsible if any information is found incorrect in due course and the Department has got all right to take any action as deems fit.

Witness : \_\_\_\_\_

\_\_\_\_\_  
Signed by an authorized officer of the firm

-----  
Title of the officer

-----  
Name of the Firm with seal

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

**SECTION - B**

**FORM – IV**

**C. DEPLOYMENT OF MACHINERIES (in favour of owner / lessee):-**

(Original document of own possession arranged through lease deed to be annexed)

(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of Machineries.)

Name of Machine / Instrument	Make	Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Date of release If Engaged
						Idle	Engaged	
1	2	3	4	5	6	7	8	9

Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date \_\_\_\_\_

**SECTION – B FORM – IV (contd...)**

**G. CONTRACTOR'S EQUIPMENT:**

MINIMUM PLANT AND EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR FOR THE WORK. Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment which should be owned or arranged through lease hold agreement by the bidders. Initially maximum age of the plants, machineries will be 5 years as on the date of publication of NIT. It may be extended up to 7 years after getting fit certificate from the manufacturer and this certificate should be produced at the time of submission of Bid.

All other machineries and equipments should be in running condition.

All plants, machineries and equipments will be verified by the Department before execution of the work.

SL. NO.	TYPE OF EQUIPMENT	NUMBER REQUIRED
1	Hot Mix plant for Bituminous Work	1 No
2	Boiler for Bituminous Work	1 No.

Laboratory Equipment with testing arrangement as per sec. 120 of specifications of Roads and Bridge works 5<sup>th</sup> revision of MORT&H.

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

SECTION-B

FORM-V

EXPERIENCE PROFILE

**LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED & RUNNING WORKS DURING THE LAST FIVE YEARS AS PER CLAUSE 5 OF THIS e-NIT.**

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

Note : a) Certificate from the Employers to be attached.

Signed by an authorized officer of the firm

\_\_\_\_\_

Title of the officer

\_\_\_\_\_

Name of the Firm with Seal

Date \_\_\_\_\_

**SECTION-B**  
**FORM-VI**  
**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING OF TENDERER OR**  
**ABANDONMENT OF WORK BY TENDERER**

1. a) Is the Applicant currently involved in any litigation : YES / NO  
relating to the contract works.
- b) If yes, give details with reasons :
2. a) Has the Applicant or any of its constituent partners : YES / NO  
been debarred / expelled by any Agency in India,  
during the last 5 (five) years.
- b) If yes, give details with reasons :
3. a) Has the Applicant or any of its constituent : YES / NO  
abandoned / suspended any contract during the,  
last 5 (five) years.
- b) If yes, give details with reasons :

---

Note: If any information in this Schedule is found to be incorrect or concealed, pre-qualification application will be summarily rejected.

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

**SECTION-B**  
**FORM-VII**  
**Bank Solvency Certificate**

---

This is to certify that .....(name of firm) is a reputed company with a good financial standing.

If the contract for the work, namely "....."  
“(As per NleT against Notice Inviting e-Tender No. .... of **The Managing Director, The State Fisheries Development Corporation Limited** is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs..... (Rupees.....) **only to meet their working capital for executing the above contract during the contract period.**

Signed by an authorized officer of the Bank with seal  
Name of the Bank  
Address of the Bank  
Phone No.  
e-Mail ID  
Date

**SECTION-B**

**FORM-VIII**

**DECLARATION BY THE TENDERER**

Ref: - Tender

for \_\_\_\_\_

\_\_\_\_\_ (Name of work)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e-N.I.T. No.: ..... of 2026-27 of The Managing Director, The State Fisheries Development Corporation Limited

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. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

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

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

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

I/We have applied in the tender in the capacity of individual / as a partner of a firm.

\_\_\_\_\_  
**Signature of Tenderer**

\_\_\_\_\_  
**Postal address of the Tenderer**

**SECTION-C**  
**Special terms and conditions**

**Special terms and conditions and specification of works:**

**C.1 General :**

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

(i) 'Departmental Schedule', which means the Public Works (Roads) Department Schedule of Rates for Road works, Bridge & Culvert Works and Carriage etc. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any, issued by the Superintending Engineer, Bridge Planning Circle up to the date of Technical Sanction of the estimate of the respective work or in

(ii) Latest edition of the book of name 'Specification for Road and Bridge Works' of the M.O.R.T. & H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid S.O.R./ specification book, relevant Public Works Department (W.B.) Schedule of Rates for Building Works and Materials and Labour in force including up-to-date addenda and corrigenda and Schedule of Rates of N.H. works ,P.W. (Roads) Dte. issued from competent authority as applicable (up to the date of Technical Sanction of the estimate of the respective work) for the working area of concerned State Highway Circle at the time of submission of tender for the working area will be considered.

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

The word "Engineer-in-Charge" means the Project Engineer, The State Fisheries Development Corporation Ltd. The word "Department" appearing anywhere in the tender documents means Fisheries 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 or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of 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.

**C.3 Terms & Conditions in extended period :**

As Clause 5 of W.B.F. No. 2911 as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge for cogent **reasons** for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is

extended automatically upto the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated upto 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 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 users and occupants of the adjacent locality, 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 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 shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The 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 arrange at his own initiative so that progress of work will not hamper and no claim whatever 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 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 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 shall be deemed to the sufficient enough to be served upon the contractor.

**C.7 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 local 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 also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond **the** specified rate as per work schedule whatsoever in this respect will be entertained.

**C.8 Authorized 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 authorized representatives shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge 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 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 representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall 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 shall not be bound to take cognizance of such of attorney.

#### **C.10 Extension of time :**

No extension of time will be granted due to preliminary works and non-availability of materials etc. 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, enhanced 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 this 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.

#### **C.11 Contractor's Godown :**

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if 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 to remove from the site by the contractor as per directed of the Engineer-in-Charge.

#### **C.12 Arrangement of Land :**

The contractor will arrange land for installation of his Plants and Machinery, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority.

### **C.13 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 shall make his own arrangements for storage of tools, plant, equipments; materials etc. of adequate capacity and shall clear and remove on completion of work and shed, huts etc. which he might have erected in Government land. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

### **C.14 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/Assistant Engineer Concerned, who is authorized 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/Assistant Engineer or his authorized representative. The Work Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorized representative may take away the triplicate page of the Work Order Book for his own record and guidance.

Cases 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 if the Contractor.**
- i) Signature of the authorized representative duly attested by the Contractor.**
- j) Signature of the Sub-Divisional Officer/Assistant Engineer 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/Assistant Engineer.**

**C.15. Site Condition:**

The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffics during day as well as to night considering all these aspects the rate shall be quoted and the department will not be entertained any appeal/claim of the bidder in future in this regard. No interruption in works due to any site condition will be allowed towards complete the work in time. The execution of the work should however be planned and phased so that there are no undue hazards to the movement of normal traffic over the Road. No additional payment will be entertained on this account.

Difficulties and inconveniences in transporting materials over the bad Roads, Kutcha Roads, incomplete Roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over kutcha Roads. These approach Roads should be maintained by the Contractor at his own cost. Difficulties in collection of different materials in lot, over the Road flank due to insufficient space if there be, should be noted by the bidder for which no rate or time will be allowed on these accounts as stated. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing would be entertained under any circumstances beyond the respective tendered provisions.

**C.16 Preliminaries:**

During execution of the work contractor will remain responsible for providing reasonable facilities to traffic on the Road and also lighting and guarding of the Road during night for its safety while the work is in progress and no extra payment will be made on this account before/or after taking up the work.

Approximately half of the Road width including one flank shall be kept clear to the traffic from all obstruction and the surface shall be properly cleaned and leveled as far as possible.

Sign Boards / Direction Boards are to be erected at required points of specified size indicating in red letters on a white back ground as per direction of the Engineer-in-charge. Cost of which should be borne by the agency.

Road barriers shall be placed wherever the existing Road surface disturbed with proper' Road signs. During night, these should be provided with the light, Night Guard e.g. 'Chowkidar' for watching the barrier etc. shall also be maintained by the Contractor to give due warning to Road users specially at night.

**C.17 Clearing of Materials:**

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. Total length (in case of road project) shall be demarcated by proper chain aging along with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of 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.

**C.18 Sundry Materials:**

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-In-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machinery and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour require for setting out the levels for laying out different structures and alignment shall also be supplied by the contractor (as per direction of Engineer-in-Charge) at his own cost without any extra claim towards the department.

**C.19 Supplementary / Additional items of Works :**

Supplementary work/ deviation quantity if any should be followed as per Notification No. 6754-PW/L & A/2M-312/2017 dt. 18/12/2017.

**C.20 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/Assistant Engineer, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.

**C.21 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 and brand of such materials shall have to be done by the concerned Department or as directed by Engineer-in-Charge prior to utilization in the work.

**C.22 Water and energy:**

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machinery, for operating of pumping set, illuminating work site, office etc. that may be necessary in different 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, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & 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 department.

**C.23 Road opened to traffic:**

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programme of work must be as adjusted as would not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against

the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in specific price schedule. The contractor will also indemnify the Department and the contractor is liable to compensate against consequences of any such injury or accident, if so happens, as per opinion of the Engineer-in-Charge, due to contractor's fault in compliance with any of such obligations.

Suitable road sign as and where necessary should be provided by the contractor at his own cost as per direction of the Engineer-in-charge and shall also be maintained till the completion of the work. Road barriers with redlight at night to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor without any extra claim towards department.

**C.24 Drawings:**

All works shall be carried out in conformity with the drawings supplied by this Department. The Contractor shall have to carry out all the works according to the departmental General Arrangement Drawing and Detail Working Drawings to be supplied by the Department from time to time.

**C.25 Serviceable Materials:**

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads and handing 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 handing 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.

**C.26 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.

**C.27 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 towards department.

**C.28 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. would be entertained under any circumstances.

**C.29 Charges and fees payable by contractor:**

a) The contractor shall 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 which may be applicable to the works and shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law.

b) The Contractor shall 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 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.30 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.

**C.31 Realization of Departmental claims :**

Any sum 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 this contract or under any other contract made by the contractor with the Government.

**C.32 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 Director of Fisheries Government of West Bengal may at his discretions, take necessary measure over the contract.

The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract 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.33 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:

- (a) 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),
- (b) 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,
- (c) 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,
- (d) 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.34 Commencement of work :**

The work must be taken up within the date as stipulated in the work order and completed in all respects (including preparatory works or for any causes thereof) within the period specified in Notice Inviting Tender.

**C.35 Program of work :**

Before actual commencement of work the contractor shall submit a program of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a program 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 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 may pray in writing, showing sufficient reasons therein for modification of program. The conditions laid down in clause 2 of the printed W.B.F.No.-2911 regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and 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.

### **C.36 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 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.37 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.38 Testing of qualities of materials & workmanship:**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant 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 shall be borne by the agency and that must be considered during quoting rate.

### **C.39 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.40 Procurement of materials:**

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

**C.41 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 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.

**C.42 Implied elements of work in items:**

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

**C.43 Damaged cement:**

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

**C.44 Issue of Departmental Materials:**

Departmental materials will not be issued under any circumstances.

**C.45 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.

**C.46 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 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 condition. No conditional rate will be allowed in any case.

The Intending Bidders are requested to read carefully & go through all the Terms & Conditions, Specifications etc. etc. as stipulated in the tender documents (duly uploaded in the web portal by the N.I.A.) and considering all aspects rate in the B.O.Q. shall be Quoted.

**C.47 Delay due to modification of drawing and design:**

The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.

Sd/-

**The Managing Director**

**The State Fisheries Development Corporation Limited**