



Govt. of West Bengal
Office of the
Project Officer cum District Welfare Officer
Backward Classes welfare, Jalpaiguri
Hakimpara, Shibaji Road, Dist. Jalpaiguri

NOTICE INVITING ELECTRONIC TENDER No. e - TEN 12 of 2017 -18 / PO /BCW/JAL

Sealed Tenders in printed tender form as specified are invited for the following works from the eligible tenderers as per particulars below by the Project Officer cum District Welfare Officer, Backward Classes Welfare, Jalpaiguri, Hakimpara, Shivaji Road, Dist. Jalpaiguri on behalf of the Governor of West Bengal, e- Tender for the works detailed in the table below. (For Submission of Bid through ONLINE).

1. List of scheme

Sl No	Name of work	Estimated Amount in Rupees	EarnestMoney inRupees	Price of Technical & Financial Bid documents and others Annexure In Rupees	Time of Completion	Eligibility of Contractor
1	Construction of Additional Class Room 4 (four) Nos. in Mal Block in the District of Jalpaiguri	29,99,887.00	59,998.00	2500.00	90days	PWD, MES, Railways or any other Government Department enlisted or outside bonafide, of experienced contractors/firms having worked in similar nature of works in different areas.

2. In the event of e-Filing, intending bidder may download the tender documents from the website <http://wbetenders.gov.in> directly by the help of Digital Signature Certificate & necessary cost of tender document may be remitted through demand draft/ pay order issued from any Nationalized bank in favour of “**Project Officer cum District Welfare Officer, Backward Classes Welfare,(BCW) Jalpaiguri**”, on & same may be documented along with earnest money through e-Filling. (Details of which has been narrated in “Instruction to Bidders”).

3. In case of online submission, the tender documents & other related papers in original should be submitted physically only the lowest bidder (L1) to the **Office of The Project Officer cum District Welfare Officer, Backward Classes Welfare, (BCW) , Jalpaiguri**, Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed in the Website <http://wbetenders.gov.in>. Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule stated in serial no-13.

4. Eligibility criteria for participation in tender:

- i) (a) (As per Amended rule under Rule 226(1) of PWD Code, Volume-1 of Notification No. 04-A/PW/O/10C-02/14 Dated: 18.03.2015.
- I) Intending Tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice: or,
- II) Intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice: or,
- III) Intending tenders should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of 5 (five) years prior to the date of issue of the tender notice; or
- IV) a) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at i (above);
In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e. the tenderer. (Note: a) Payment certificate will not be treated as credential;
- b) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a state/ Central Government, State/ Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/State statute, on the executed value of completed/running work will be taken as credential.
5. The prospective bidders shall have in their full time engagement experienced technical personnel, **as per the Order No 5400 F(Y) Dated 25.06.2012 and Establishment Deptt. Order Memo No 404(30)/XII-8/Ext Dtd 24.07.2012. (Not Applicable for the works below Rupees 1 Crore)**
6. **Pan Card, Professional Tax Receipts Challans for the year 2017-2018, GST Registration certificate accompanied with the Technical Bid Document. Income Tax (Salar) Acknowledgement Receipt for assessment year (2015-2016 or 2016 - 2017) to be submitted.** [Non Statutory Documents].
7. Neither prospective bidders nor any of constituent partner had been debarred to participate in any tender by the P.W.D (Building/Roads) CPWD (Building/Roads) or any Central/State Government Departments during the last 5 (five) years prior to the date of this NIT. Such bidder will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).
8. Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Cooperative

Societies are required to furnish valid Bye Law, Current Audit Report, Valid Clearance Certificate from A.R.C.S. for the year 2013-2014 along with other relevant supporting papers. [Non Statutory Documents]

9. **Payment** for work may be made to the executing agency as per availability of fund.
10. **Constructional Labour Welfare Cess @ 1(one) %** of cost of construction will be ~~deducted~~ from every bill of the selected agency. Royalty & all other statutory levy/Cess will have to be borne by the contractor & the rate in the schedule of rates inclusive of all the taxes & cess stated above.
11. **Bids shall remain valid** for a period not more than 120 (One Hundred Twenty) days from the last date of submission of Financial Bid/ Sealed Bid submission.
12. **Materials like Cement, steel, GCI Sheet etc. will be supplied by the agency as per I.S Code.**

13. Date & Time Schedule:

SI NO	Particulars	Date & Time
1	Publishing of Tender	02.11.2017
2	Documents download/sell start date (Online)	02.11.2017 FROM 5.00 PM
3	Bid submission Start Date	03.11.2017 From 10.00 AM
4	Bid Submission End Date	10.11.2017 UPTO 12.00 PM
5	Technical Bid Opening	13/11/2017 After 01.00 PM
6	Financial Bid Opening	To be notified

14. **There shall be no provision of Arbitration.** Hence clause 25 West Bengal Tender Form is omitted vide notification no. 558/SW dated. 13.12.2011 of Principal Secretary,P.W.D.

15. Earnest Money:

Payment Procedure:

(a) Payment by Net Banking (any listed bank) through ICICI Bank Payment gateway:

(i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

(ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

(iii) Bidder will receive a confirmation message regarding success/failure of the transaction.

(iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government Office/PSU/Autonomous Body/Local Body/PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

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

(b) Payment through RTGS/NEFT

- (i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- (ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- (iii) Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- (iv) If verification is successful, the fund will get credited to the respective Pooling account of the State Government/PSU/Autonomous Body/Local Body/PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- (v) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- (vi) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

Refund / settlement process of EMD [as per order no- 3975-F(Y) Dated-28/07/2016 of Finance Dept , Govt of W.B.]

- i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-procurement portal of the State Government, the tender inviting authority will declare the portal of bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bids is uploaded to the e-procurement portal by the tender inviting authority.
- iii. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process successful.
- iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-procurement portal by the tender inviting authority.
- v. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal-
 - a) EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.
 - b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder.

In both the above cases, such transfer will take place within T+1 Bank working Days where T will mean the date on which the Award of Contract (AOC) is issued.

vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updating.

vii. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRI, etc tenders.

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

2. 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://etender.wb.nic.in>

3. The Technical document and Financial Bid should be submitted online on or before the date indicated below.

16. **The Bidder**, at the bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the bidder's own expense. Traffic management and execution shall be the responsibility of the agency at his/her/their risk and cost. The diversion road if required for smooth flow of the traffic is to be constructed & maintained by the agency at his/her own cost.
17. **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 Project Officer cum District Welfare Officer, Backward Classes Welfare, (BCW), Jalpaiguri, Hakimpura, Shivaji Road, Dist. Jalpaiguri 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 bidder at the stage of bidding.

18. **Prospective applicants** are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.
19. **In case of Ascertaining Authority** at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.
20. **All intending bidders** are requested to be present in the office of the 'The Project Officer cum District Welfare Officer, Backward Classes Welfare,(BCW), Jalpaiguri, Hakimpara, Shivaji Road, Dist. Jalpaiguri' during opening of the Financial Bid. The Project Officer cum District Welfare Officer, Backward Classes Welfare Department, Jalpaiguri, Hakimpara, Shivaji Road, Dist. - Jalpaiguri may call Open Bid/ Seal Bid after opening of the said bid to obtain the suitable rate further, if it is required. No objection in this respect will be entertained either raised by any bidder present during opening of bid, or by any bidder absent at the time of opening of Financial Bid. No informal tenderer will be entertained in the bid further.
21. **NO CONDITIONAL/ INCOMPLETE TENDER** will be accepted under any circumstances.
22. **In case of Quoting rates**, no multiple lowest rates will be entertained by the Department.
23. The Project Officer cum District Welfare Officer, Backward Classes Welfare, Jalpaiguri, Hakimpara, Shivaji Road, Dist. Jalpaiguri reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
24. **During scrutiny**, if the credential or any other papers found incorrect/manufactured/fabricated, the tenderer will not be allowed to participate in the tender and that application will be outrightly rejected without any prejudice.
25. **Before issuance** of the work order, the tender inviting authority may verify the credential & other documents of the lowest tenderer if felt necessary. After verification, if such documents submitted by the lowest tenderer are found either manufactured or false, in that case, work order will not be issued in favour of the tenderer under any circumstances.
26. **If any discrepancy** arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
 - a. West Bengal Tender Form
 - b. NIT
 - c. Special terms & Condition
 - d. Technical bid
 - e. Financial bid
27. **Qualification Criteria:**

The Tender Inviting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding:-

 - a. **Technical Capability comprising of personnel & equipment capability**
 - b. **Experience / Credential**

The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly Notarized. If any document submitted by a bidder is found either

manufactured or false, in such cases, the eligibility of the bidder/ tenderer will be outrightly rejected at any stage without any prejudice.

28. **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 to the rules made and order issued thereof from time to time.

INSTRUCTION TO BIDDERS

SECTION - A

1. **General Guidance for e-Tendering:-** Instructions/Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-tendering.
2. **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.
3. **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 tenderer DSC is given as a USB e-Token.
4. **Submission of Tender:** 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 further two covers (folders)

A-1. Statutory Cover Containing

- i. Prequalification application (Sec-B, Form - I) Demand Draft Pay order / Bankers Cheque towards cost of tender documents / original documents as prescribed in the NIT, against each serial of work in favour of concerned.
- ii. On line payment towards earnest money (EMD) as prescribed in the NIT against each of the serial of work in favour of the concerned "Project Officer cum District Welfare Officer, Backward Classes Welfare, (BCW), Jalpaiguri, Hakimpura, Shivaji Road, Dist. Jalpaiguri.
- iii. Financial Statement (Section - B, Form - II). (Download & Upload the same digitally signed). Quoting rate will only be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in West Bengal Tender Form. The Tender is liable to summarily rejected.

- iv. Special Terms, condition & specification of works.
- v. Certificate revolving line of credit by the Bank (if required).

A-2 Non statutory Cover Containing

- i. Professional Tax (PT) deposit receipt challan for the year 2017-18, Pan Card, IT, Saral for the Assessment year 2015-16 or 2016 - 17, GST Registration Certificate.
- ii. Registration Certificate under Company Act. (If any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Tax Audited Report with Balance Sheet & Profit & Loss A/c for the last two years (year just preceding the current Financial Year will be considered as year - I)
- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.- Opt.(S)
- vii. List of Technical staffs along with structure & organization(Section: B, Form: III).
- viii. Credential for completion of at least one similar nature of work under the authority of state/ central Govt. statutory bodies under State/Central Govt. constituted under the statute of the state/ state Govt. having a magnitude of 40(Forty) percent of the Estimated amount put to tender during the last 5(five)years prior to the date of issue of this NIT is to be furnished (Ref. Cl. No. 3(i) of this NIT (Section: B, Form : V)
- ix. Scanned copy of Original Credential Certificate as stated in 4(i) (a) & (b) of NIT.

Note:- Failure of submission of any of the above mentioned documents (as Stated in A-1 & A-2) will render the tender liable to summarily rejected for both statutory & non statutory cover

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED 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"> 1. GST REGISTRATION CERTIFICATE & ACKNOWLEDGEMENT 2. PAN Card 3. P.TAX(CHALLAN)(2017-18) 4. LATEST ITRECIEPT

			5. IT-Saral for Assessment year 2015-16 or 2016 -
B.	COMPANY DETAILS	COMPANY DETAILS1	<ol style="list-style-type: none"> 1. PROPRIETORSHIP FIRM (TRADE LICENCE) 2. PARTNERSHIP FIRM (PARTNERSHIP DEED, TRADE LICENCE) 3. LTD. COMPANY (INCORPORATION CERTIFICATE, TRADE LICENCE) 4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE) 5. POWER OF ATTORNEY
C.	CREDENTIAL	CREDENTIAL1 CREDENTIAL2	<ol style="list-style-type: none"> 1. SIMILAR NATURE OF WORK DONE OF MINIMUM VALUE OF 40% OF THE ESTIMATED VALUE PUT TO TENDER DURING 5 (FIVE) YEARS; OR, 2. INTENDING TENDERERS SHOULD PRODUCE CREDENTIALS OF 2 (TWO) SIMILAR NATURE OF COMPLETED WORK, EACH OF THE MINIMUM VALUE OF 30% OF THE ESTIMATED AMOUNT PUT TO TENDER DURING 5 (FIVE) YEARS PRIOR TO THE DATE OF ISSUE OF TENDER NOTICE; OR, 3. INTENDING TENDERS SHOULD PRODUCE CREDENTIALS OF ONE SINGLE RUNNING WORK OF SIMILAR NATURE WHICH HAS BEEN COMPLETED TO THE EXTENT WHICH HAS BEEN COMPLETED TO THE EXTENT OF 80% OR MORE AND VALUE OF 5 (FIVE) YEARS PRIOR TO THE DATE OF ISSUE OF THE TENDER NOTICE; OR, 4. INTENDING TENDERERS SHOULD PRODUCE CREDENTIALS OF ONE SINGLE RUNNING WORK OF SIMILAR NATURE WHICH HAS BEEN COMPLETED TO THE EXTENT OF 75% OR MORE AND VALUE OF WHICH IS NOT LESS THAN THE DESIRED VALUE.

			<p>5. (IN CASE OF RUNNING WORKS, ONLY THOSE TENDERS 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 EXECUTING AGENCY, I.E THE TENDERER.</p> <p>6. ENLISTEMENT COPY ISSUE BY DEPARTMENT</p>
E.	FINANCIAL (INFO)	WORK IN HAND	1. AUTHENTICATED
		PAYMENT CERTIFICATE 1	1. ONLY PAYMENT CERTIFICATE OF TDS CERTIFICATE
	2016-17	P/L AND BALANCE SHEET 2014-2015	PROFIT AND LOSS BALANCE SHEET (WITH ANNEXURE AND 3CD FORM IN CASE OF TAX AUDIT)
	2016-15	P/L AND BALANCE SHEET	PROFIT AND LOSS BALANCE SHEET (WITH ANNEXURE AND 3CD FORM IN CASE OF TAX AUDIT)
	2015-14	P/L AND BALANCE SHEET	PROFIT AND LOSS BALANCE SHEET (WITH ANNEXURE AND 3CD FORM IN CASE OF TAX AUDIT)
F.	MAN POWER	TECHNICAL PERSONAL	LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURES & ORGANIZATION (Not applicable for the works below 1 crore)
		TECHNICAL PERSONAL ON CONTACT	LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURES & ORGANIZATION (Not Applicable for the works below 1 Crore)

B. Tender screening committee (TSC)

- i. Screening committee, Project Officer cum District Welfare Officer, Backward classes welfare, Jalpaiguri, Assistant Engineer, BCW, Junior Engineer, BCW. Will act for determination of technically qualified contractors.
 - 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 open by the Project Officer Cum District Welfare Officer, Backward Classes Welfare (BCW) Department, Jalpaiguri or his / her representative electronically from web site state in Cl. No.2 using their Digital Signature Certificate.
 - iv. Intending tenderers may remain present if they so desire.
 - v. Cover (folder) statutory documents (vide Cl. No. 6.A-1) should be open first & if found in order, cover (Folder) for non statutory documents (vide Cl. No. - 6.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected
 - vi. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evaluation committee.
 - vii. Uploading of summary list of technically qualified tenderers.
 - viii. Pursuant to scrutiny & decision of the screening 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. While evaluation the committee may summon of the tenders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection
- 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 (resenting 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 & 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 Certificate 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 hardcopies 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 Competent Authority of Govt. of West Bengal may take appropriate legal action against such defaulting tenderer as per I.T. Rule.

7. Rejection of Bid:

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.

N.B. : The Bidder who's Bid has been accepted will be notified by the Tender inviting & Accepting Authority acceptance letter / Letter of Acceptance. The Letter of Acceptance will constitute the formation

of the Contract.

The Agreement in West Bengal Tender Form will incorporate all agreements between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part of the Contract Document.

Memo No. 2296 (18) /P.O /DWJ /BCW

Dated: 02.11.2017

Copy forwarded for information and wide circulation to the:-

1. District Magistrate, Jalpaiguri. P.O. & Dist. - Jalpaiguri.
2. Addl. District Magistrate, BCW, Jalpaiguri, Dist.-Jalpaiguri
3. Sub-Divisional Officer. Jalpaiguri, P.O. & Dist. - Jalpaiguri.
4. Sub-Divisional Officer. Mal, P.O. Malbazar, Dist. - Jalpaiguri
5. District Manager, SC & ST finance Corporation, Jalpaiguri, P.O. & Dist. - Jalpaiguri.
6. Assistant Labour Commissioner, Jalpaiguri, P.O. & Dist. - Jalpaiguri.
7. District Informatics Officer (DIO), Scientist E Jalpaiguri P.O. & Dist. Jalpaiguri, he is requested to please upload the NIT in the District web site.
8. District Information & Cultural Officer (DIC), Jalpaiguri P.O. & Dist. Jalpaiguri. He is request to publish the NIT at least Two No daily news paper.
9. Block Development Officer, Nagrakata, P.O. - Nagrakata, Dist.- Jalpaiguri.
10. Block Development Officer, Jalpaiguri Seder, P.O. - Rajbari Para, Dist. - Jalpaiguri.
11. Block Development Officer, Rajganj, P.O. - Rajganj, Dist. - Jalpaiguri.
12. Block Development Officer, Maynaguri, P.O. - Maynaguri, Dist. - Jalpaiguri.
13. Block Development Officer, Mal, P.O. - Mal, Dist. - Jalpaiguri.
14. Block Development Officer, Matewali, P.O. - Matewali, Dist. - Jalpaiguri.
15. Block Development Officer, Dhupguri, P.O. - Dhupguri, Dist. - Jalpaiguri.
16. The Accounts Sec. /Engineering Sec. /daily leading Newspaper Bengali,& English, and website <http://www.etender.wb.nic.in> or www.wbtenders.gov.in.
17. Office Notice Board.
18. Office Copy.

**Project Officer cum District Welfare Officer
Backward Classes Welfare
Jalpaiguri**

SECTION – B
FORM –I
PRE-QUALIFICATION APPLICATION

To,
The Project Officer cum District Welfare Officer,
Backward Classes Welfare Department
Hakimpara, Shivaji Road
P.O. & Dist. - Jalpaiguri

Ref:- Tender for _____
_____(Name of work)_____

N.I.T. No.: _____ (Sl.No _____) of 2017-18 of Project
Officer cum District Welfare Officer, Backward Classes Welfare Department (B.C.W)
Jalpaiguri. Hakim Para, Shivaji Road, P.O. & Dist. Jalpaiguri.

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.

Enclo:- e-Filling:-

1. Statutory Documents
2. Non Statutory Documents

Date:-

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

SECTION - B

**FORM- II
STRUCTURE AND ORGANISATION**

- A1. Name of applicant
- A2. Office Address:
Telephone No.
Fax. No.
E-Mail Address:
- A3. Name and address of Bankers:
- A4. Attach an organization chart showing the Structure of the company with names of Key personnel and technical staff with Bio-Data.

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

Signature of applicant including title
And capacity in which application is made

SECTION – C
Special term and conditions

B.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 (Building/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.

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

The word "Engineer-in-Charge" means the Officer **Project Officer cum District Welfare Officer**, BCW, Jalpaiguri. The word "Department" appearing anywhere in the tender documents means, **Backward Classes Welfare Department (BCW), Hakimpara, Shivaji Road, P.O. & Dist. Jalpaiguri**, 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 District, the Project Officer cum District Welfare Officer 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.

B.3 Terms & Conditions in extended period:

West Bengal Tender Form as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge against proper reasoning's, it will be taken for granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated up to the extended period. [Except in case of adjustment of price for increase or decrease of basic materials which is guided by relevant G.O. s].

B.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.

B.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 to arrange at his own initiative so that progress of work will not be hampered and no claim whatever on this ground will be entertained under any circumstances. If railway 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 the department in this regard. The contractor must consider his aspect while quoting rate.

B.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 notices 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 be sufficient enough to be served upon the contractor.

B.7 Incidental and other charges:

The cost of all materials, hire charges for tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, GST etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respects up to 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.

B.8 Authorized Representative of Contractor:

The contractor shall not assign the agreement or sublet any portion of the work. The contractor may however, appoint an authorized representative in respect of one or more of the following purposes 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.

B.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.

B.10 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 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 West Bengal Tender Form

B.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 damage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately be removed from the site by the contractor as per directed of the Engineer-in-Charge.

B.12 Arrangement of Land:

The contractor will arrange land for installation of his plants and Machineries, 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 Engineer-in-charge.

B.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 Engineer-in charge. 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.

B.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 of 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.

B.15 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 chainage and 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.

B.16 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 machineries 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 difference 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.

B.17 Supplementary / Additional items of Works:

Notwithstanding the provisions made in the related printed tender form any item of the work which can be legitimately be considered as not stipulated in the specific price schedule of probable items of work but has

become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor, if so directed by the Engineer-in-Charge and the rates will be fixed with manner as stated below: -

- (a) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D (Building / Roads) Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of N.I.T.
- (b) In Case, extra items do not appear in the above Public Works (Building/Roads) Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of N.I.T.
- (c) In case, addition items do not appear in the above Public Works (Building/Roads) Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of N.I.T.
- (d) 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 only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed.

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 accepting authority.

B.18 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 former item has been measured 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. However, when 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.

B.19 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 or as directed by Engineer-in-Charge prior to utilization in the work & no payment for testing charges & carriage of testing materials.

B.20 Water and energy:

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, 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.

B.21 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 programmed 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 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 red light at night are 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.

B.22 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.

B.23 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 recovered from the contractor's bill at rates as will be assessed by the Engineer-in-Charge.

B.24 Unserviceable Materials:

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

B.25 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.

B.26 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.

B.27 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 or 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.

B.28 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.

B.29 Realization 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 this contract or under any other contract made by the contractor with the Government.

B.30 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 Superintending Engineer of the concern Circle of .W. (Roads) Directorate 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 dates 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.

B.31 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.

B.32 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.

B.33 Programme of work:

Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of **Bar Chart or Critical path Method (CPM)** 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 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

B.34 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.

B.35 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.

B.36 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.

B.37 Timely completion of work:

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

B.38 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.

B.39 Rejection of materials:

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours 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.

B.40 Implied elements of work in items:

Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges 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.

B.41 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.

B.42 Issue of Departmental Materials:

Issuance of Departmental materials will be as mentioned in the NIT.

B.43 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.

B.44 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** .

B.45 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 work and due to non-delivery of the possession of site, if a n y .

B.46 Additional Conditions:

A few additional conditions under special terms and conditions:

B.48.1. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

B.48.2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.

B.48.3. Display board (Informatory) of size 150cm X 90cm is to be provided at the work-site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.

B.48.4. The Contractor is to display caution board at the work site at his own cost as per direction of Engineer-in-Charge.

B.48.5. Deep excavation of trenches and left out for days shall be avoided.

B.48.6. Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

B.48.7. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

B.48.8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

B.48.9. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / GST will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

B.47 Payment of Bills:

As mentioned in clause 9 of the NIT

B.48 Arbitration:

As mentioned in Cl. 14 NIT

**Project Officer cum District Welfare Officer
Backward Classes Welfare
Jalpaiguri**