

GORKHALAND TERRITORIAL ADMINISTRATION
OFFICE OF THE EXECUTIVE ENGINEER,
DARJEELING ENGINEERING DIVISION
LANDALE HOUSE, LALKOTHI COMPLEX,
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Memo No 303 /NIeT-43/GTA SABHA/EE/DED(ES-I)/GTA/23-24

Dated: 23.06.2023

NOTICE INVITING ELECTRONIC TENDER No. GTA/ED/ GTA SABHA /EE/ DED(ES-I)/ NIeT-43 (1st Call)/e-Tender/2023-24 OF THE EXECUTIVE ENGINEER, DARJEELING ENGINEERING DIVISION ENGINEERING, GORKHALAND TERRITORIAL ADMINISTRATION

On behalf of the Principal Secretary Gorkhaland Territorial Administration, the Executive Engineer, Darjeeling Engineering Division invites e-Tender for the work detailed in the table below. (For Submission of e-Tender through *online*).

List of schemes:-

Sl. No	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Price of Technical & Financial Bid documents and others Annexure (Rs.)	Period of Completion	Name of the Concerned Division & Sub-Division for Execution	Eligibility of Contractor
1.	Supply of Furnitures and other Accessories at the office of Chief PRO, SE(PHE) GTA (Press Hall) and General Office of Agriculture Darjeeling at GRMB. Darjeeling .	1486965.80	29739.00 Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway /RTGS/N EFT	During participation no cost is to be paid by the applicant, but during execution of the formal agreement, the successful tenderer have to pay Rs.1000.00 document & GTA FORM.	1 (One) Month	Executive Engineer, DED. GTA	PWD, MES, Railways or any other Government Department enlisted or outside bonafide experienced contractor / firms
2.	Supply of Furnitures and other Accessories at the office of MOD (PHE)MOD(Food & Supply) and Nominated Sabha Sadh at GRMB. Darjeeling .	1067228.56	21345.00 Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway /RTGS/N EFT	During participation no cost is to be paid by the applicant, but during execution of the formal agreement, the successful tenderer have to pay Rs.1000.00 document & GTA FORM.	1 (One) Month	Executive Engineer, DED. GTA	PWD, MES, Railways or any other Government Department enlisted or outside bonafide experienced contractor / firms

INSTRUCTION TO BIDDER

1. General Guidance for e-tendering :

Intending tenderers desirous of participating in the tender are to log on to the website www.wbtenders.gov.in.

Intending Tenderers will not have to pay the cost of tender documents for the purpose of participating in e-tendering, but the successful **L1 (Lowest)** Bidder will have to pay the cost of tender documents of 4 (four) sets @ price mentioned in the list of scheme of NIT during purchase of tender documents for execution of agreement as per notification no. 199-CRC/ 2M-10/ 2012 dt.21.12.2012 of the Secretary, P.W.D. CRC Branch, Govt. of West Bengal.

2. Registration of Contractors :

Tenderers willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. n Code Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) DSC is given as a USB e-Token. After obtaining the Class 3/Class 2 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

3. Eligibility for participation :

Contractors, Registered Engineers Co-operative Societies, Consortiums and Partnership firms registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of civil works are eligible to participate. Preferably with experience in Hill areas.

4. Collection of Tender Documents.

Tenders are to be submitted online and intending tenderers are to download the tender documents from the website given in clause 1 above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below.

5. Participation in more than one work.

Any contractor/agency/firm can submit tenders for a maximum of 2 (Two) nos. works published in any particular NIT, depending on his credential, financial capability and separate set of machineries for each work, details of which are given later.

6. Submission of Tenders

6.1 General process of submission

Tenders are to be submitted online through the website stated in Clause 1. All the documents uploaded by the Tender Inviting Authority (TIA) form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Bid and the other is Financial Bid. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items/percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

6.2 Technical Bid.

The Technical Bid should contain scanned copies and/or declarations in the following standardized format in two covers(folders).

A. Technical File (Statutory Cover) containing,

- i. Application for Tender – (Vide Form-I, II and III) (to be submitted in “Forms” folder) in their own letter head pad.

- ii. Revised Checklist –published with the NIT to be downloaded, completely filled up and then uploaded and digitally signed.
- iii. Notice Inviting Tender (NIT) – The NIT as published is to be downloaded and then uploaded and digitally signed (to be submitted in “NIT” folder)
- iv. The EMD 2% as applicable, on the State Government’s e-Procurement Portal (<https://wbtenders.gov.in>) through the linked ICICI Bank Payment Gateway has been made mandatory vide FDs Memo No 3975-F(Y) dated 28.07.2016 i.e. (P.G/R.T.G.S/N.E.F.T.S.) against the work . This clause is also applicable for all categories of applicants except those are exempted as per Government Order no. 1110-F, Dated – 10.02.2006 of Special Secretary Finance Department, Govt. of West Bengal.
- v. Annual turnover from contracting business- should be at least 40% of the amount put to tender
Scanned copy of Summary statement of annual turnover from contracting business for a period of last five years, 2018-19, 2019-20, 2020-21, 2021-2022 & 2022-23 or during the period since formation of the Firm, if it was set up in less than such 5 - year period. (Vide Form-II). (to be submitted in “Forms” folder)
(Scanned copy of power of attorney by the competent authority is to be submitted, if the power is delegated for signing the bid to persons other than the applicant.)
- vii. Credential Certificate: Scanned copy of credential certificate of 100% completed works of similar nature and allied nature.(to be submitted in “credential” folder)
- viii. Declaration of not having common interest in the same serial- (Vide Form-3). (to be submitted in Forms Folder).
- ix. The existing commitments / work in hand if any. (to be submitted in “Work in hand” folder)
- x. Methodology and construction program
- xi. Affidavits and Declarations published in NIT

B. My Document (Non-Statutory Cover) containing,

i. Certificates.

1. Professional Tax (PT) Registration Certificate and Challan for 2023-24 and PAN CARD.
2. GST Registration/Returns of the last quarter of the previous financial year.
3. EPF Registration.

ii. Balance Sheet:

Audited Balance Sheets and Profit/Loss Statement of last five financial years (**2018-19, 2019-20, 2020-21, 2021-2022 & 2022-23**) with auditor’s certificate regarding annual turnover from contracting business in each year. Bidders shall need to submit payment certificates obtained from clients and IT submission certificates for the corresponding years if audited balance sheets are unavailable. (If the company was set up less than five years ago, audited balance sheet for the no of years since inception is to be submitted)

iii. Addenda/Corrigenda: if published.

Note: Contractors are to keep track of all the Addendum/Corrigendum issued with a particular NIT and upload the download copies of the above documents and merge the Addenda/Corrigenda with respective NIT in the NIT folder. Tenders submitted without the Addendum/Corrigendum may be rejected.

iv. Machinery and Laboratory Equipment in possession of the firm: As mentioned in NIT.

v. Manpower: Technical personnel on payroll educational qualification to be submitted (One must be Graduate Civil Engineer & another 2(two) Diploma civil engineer with experience in executing similar nature of work.

vi. Others: Any other documents found necessary

6.3 Financial Bid

The financial Bid should contain the following document in one cover (folder).

Bill of Quantities (BOQ): The contractor is to quote the rate (percentage above/ below/AT PER) online through computer in the space marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor)

7. Dispute Redressal Committee:-

“Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter;

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor’s letter.

The Dispute Redressal Committee in each of the works Departments shall be constituted with the following officials as members-

1	Chairman, BoA, GTA	Chairman
2	Principal Secretary, GTA	Member
3	Secretary, GTA	Member
4	Chief Engineer, GTA	Member Secretary and Convenor
5	Controller Of Finance, Finance Deptt. GTA.	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate

8. Eligibility Criteria:-

Financial bid of any contractor will come under the purview of consideration only if both the criteria mentioned below are fulfilled:-

(A) For first call of NIT:

- 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 this tender notice; or,
- ii) Intending tenderers should produce credentials of 2 (two) similar nature of completed works, 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 tenderers 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 which is not less than the desired value at (i) above;
In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

(B) For 2nd Call of NIT:

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- ii) Intending tenderers should produce credentials of 2(two) similar nature of completed works, each of the minimum value of 25% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;

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

(C) For 3rd call of NIT:

- i) Intending tenderers should produce credentials of similar nature of completed work of the minimum value of 20% 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 one single running work of similar nature which has been completed to the extent of 70% 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.
- a) Annual turnover from contracting business as stated in clause 6.2 A(v) & Form-2 should be at least **40%** of the amount put to tender of the works in which the contractor intends to participate.
 - b) The bidder or any of their constituent partners shall neither have abandoned any work nor have any of their contracts been rescinded during the last 5 years. Such abandonment or recession will be considered as disqualification towards eligibility.
 - c) Tender issuing authority may relax stipulations contained in clauses above in exceptional cases, in the interest of culminating / maturing tender process at the first call, subject to satisfaction of that authority on the competency of the bidder(s) for which such relaxation has been made, upon recording reasons of such relaxation.
 - d) Registered Co-operative Societies of Unemployed Engineers and Diploma-holders in Engineering are required to furnish valid Bye-Law, Latest Audit Report, Valid Clearance Certificate from the Assistant Registrar of Co- operative Societies for the year 2020-21 along with other relevant supporting papers.
 - e) The partnership firm is required to furnish copy of **Registered Partnership Deed**.
 - f) A Company shall furnish the **Article of Association and Memorandum**.
 - g) **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.

	<i>Category Name</i>	<i>Subcategory Description</i>	<i>Details</i>
A.	CERTIFICATES	CERTIFICATES	1.G.S.T. &ACKNOWLEDGEMENT 2.PAN 3.P TAX (CHALLN)(2023-24) 4. LATESTIT- SARAL FOR ASSESSMENT YEAR 2022-23. 5. EPF REGISTRATION
B.	COMPANY DETAILS	COMPANY DETAILS1	1. PROPRIORSHIPFIRM(TRADELICENCE) 2. PARTNERSHIPFIRM(PARTERNERSHIPDEED,TRADELICENCE) 3. LTD.COMPANY(INCORPORATIONCERTIFICATE,TRADELICENCE) 4. SOCIETY(SOCIETYREGISTRATIONCOPY,TRADELICENCE) 5. POWEROFATTORNOY

C.	CREDENTIAL	CREDENTIAL1 CREDENTIAL2	1. SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER. 2. COMPLETION CERTIFICATE. 3. ENLISTMENT COPY ISSUE BY DEPARTMENT
D.	EQUIPMENT	MACHINERIES & LABORATORY	1. AUTHENTICATED COPY OF INVOICE CHALLAN & WAYBILL (MACHINERY). 2. AUTHENTICATED COPY OF INVOICE, CHALLAN (LABORATORY)
E.	FINANCIAL (INFO)	WORK IN HAND	1. AUTHENTICATED
		PAYMENT CERTIFICATE 1 PAYMENT CERTIFICATE 2	PAYMENT CERTIFICATE / TDS CERTIFICATE
	2022-23	P/L AND BALANCE SHEET (WITH ANNEXTURE)	PROFIT & LOSS AND BALANCE SHEET AND 3CD FORM IN CASE OF TAX AUDIT
	2021-22	P/L AND BALANCE SHEET (WITH ANNEXTURE)	PROFIT & LOSS AND BALANCE SHEET AND 3CD FORM IN CASE OF TAX AUDIT
	2020-21	P/L AND BALANCE SHEET (WITH ANNEXTURE)	PROFIT & LOSS AND BALANCE SHEET AND 3CD FORM IN CASE OF TAX AUDIT
	2019-20	P/L AND BALANCE SHEET (WITH ANNEXTURE)	PROFIT & LOSS AND BALANCE SHEET AND 3CD FORM IN CASE OF TAX AUDIT
	2018-19	P/L AND BALANCE SHEET (WITH ANNEXTURE)	PROFIT & LOSS AND BALANCE SHEET AND 3CD FORM IN CASE OF TAX AUDIT
F.	MAN POWER	TECHNICAL PERSONNEL	LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURES & ORGANIZATION (AS PER NIT)
		TECHNICAL PERSONNEL ON CONTRACT	LIST OF TECHNICAL STAFFS ALONG WITH STRUCTURES & ORGANIZATION (AS PER NIT)

8.1 Completion Certificate:-

- a. Completion Certificates for fully (100%) completed works during the current year and last five financial years will only be accepted. Certificates issued for partly completed works will be considered for existing commitments. Completion certificates should clearly contain the Name, Designation, Address and contact no of the Officer issuing the credential.
- b. Completion Certificate of work executed in other Departments of State Government or organizations, Engineering Departments of Central Government and Organization, Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organizations.

8.2 Eligibility criteria for participating in more than one serial in a tender

- i. Normally separate completion certificate of fully physically completed works (100%) is to be provided for separate work. However, completion certificate for one particular work may be considered as eligible for participation in maximum two numbers of serials, provided required credential for two such works (to be arithmetically added for similar nature of works) satisfies the requirement in all respect from one such completion certificate.
- ii. Annual turnover from contracting business should be more than or equal to **40%** of aggregate cost of the amount of tender of the two works in which the contractor intends to participate.
- iii. Both the conditions stated in (i) and (ii) above are to be simultaneously satisfied.
- iv. **Participation in more than 2(Two) works will not be entertained for the said NIT.**

8.3 Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform of the Darjeeling Engineering Division for a period of 3 (THREE) years. In addition, his Earnest Money Deposit will stand forfeited/cancellation of enlistment. Besides, the Darjeeling Engineering Division may take appropriate legal action against such defaulting tenderer.

8.4 Taxes & duties to be borne by the Contractor

Income Tax, GST, Royalty, Construction Workers' Welfare Cess and similar other statutory levy / cess will have to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges.

8.5 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the Executive Engineer, concerned with the work between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

8.6 Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection.

9. Opening and evaluation of tender

a. Opening of Technical Bid

- i. Technical Bids will be opened by the EE/DED or his authorized representative electronically from the website stated in Clause 1, using their Digital Signature Certificate.
- ii. Intending tenderers may remain present if they so desire.
- iii. Cover (Folder) for Statutory Documents (vide Clause 6.2.a) would be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 6.2.b) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee.

b Bid Evaluation Committee (BEC)

Committees already constituted for issuance of tender papers will continue to function as Bid Evaluation Committee (BEC), for evaluation of technical bids of the tenderers, until further order. The member of Bid Evaluation Committee comprises are

1	Executive Engineer , Darjeeling Engineering Division/ GTA	Chairman
2	Assistant Engineer , Darjeeling Engineering Division/ GTA	Member
3	Estimator , Darjeeling Engineering Division/ GTA	Convenor & Member
4	Divisional Accountant , Darjeeling Engineering Division/ GTA	Member

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

b. Uploading of summary list of technically qualified tenderers.

- i. Pursuant to scrutiny and decision of the Bid Evaluation Committee (BEC), the summary list of eligible tenderers and the serial number of work(s) for which their Financial Bids will be considered will be uploaded in the web portals.
- ii. While evaluation, the Committee may sum on of the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their Bids will be liable for rejection.

c. Provision for appeal and its disposal

- i. Intending tenderer/bidder not satisfied with the decision of the Bid Evaluation Committee (BEC) may prefer an appeal to the (i) Superintending Engineer, GTA or (ii) Executive Engineer of the Darjeeling Engineering Division in writing (through facsimile / e-mail or speed post) within 2(two) working days after the date of uploading of the summary list of the successful tenderers. Copy of such appeal should also be sent to the Tender Inviting Authority.
- ii. The Appellate Authority i.e Executive Engineer of the Darjeeling Engineering Division, GTA, will dispose such appeals by hearing the aggrieved tenderers as well as consulting with the Bid Evaluation Committee (BEC) within next 3(three) working days and the tenderer will be communicated accordingly.

d. Final publication of summary list of technically qualified tenderers

In case, the Appellate Authority asks by the Bid Evaluation Committee (BEC) to consider tender of any of the aggrieved tenderers, who may have preferred appeal, the process of uploading of qualified tenderers will be re-done, through issuing necessary corrigendum. Date of opening of financial bid is to be intimated in the final summary list.

e. Opening and evaluation of Financial Bid

- i. Financial Bids of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal stated in Clause 1 on the prescribed date, normally after two working days after the date of publication of final summary list of the tenderers, by the Tender inviting authority.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. After evaluation of Financial Bid, the Executive Engineer will upload the final summary result containing inter- alia, name of contractors and the rates quoted by them against each work provided he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.
- iv. However, if there is any scope for lowering down of rates in the opinion of the, Executive Engineer, he may choose to declare the former publication stated in Paragraph–9.e. (iii) above as semi- final and notify all the tenderers through the website to submit sealed bids to be followed by open bids to be held at his office at prescribed date and time, which will be done offline, i.e. manually, as per present procedure.
- v. After holding such bids, final summary result would have to be uploaded in the web portal, through corrigendum.
- vi. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

10. Bid Validity: The Bid will be valid for **120 days** from the date of opening of the financial bid.

11. Acceptance of Tender

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

11.1 Execution of Formal tender after acceptance of tender The tenderer, whose tender is approved for acceptance, shall within 15 days of the receipt of Letter of Acceptance (LOA) to him, will have to execute „Formal Agreement“ with the Tender Accepting Authority in quadruplicate copies of “Tender Form” which may be purchased on cash payment from the office of the Executive Engineer concerned with the work.

12. Release of Earnest Money of the unsuccessful tenderer(s)

For release of the Earnest Money of the unsuccessful tenderer(s), he/she/they is/are to apply for the same to The Executive Engineer, Darjeeling Engineering Division, Darjeeling, giving the reference to the work, NIT No., date of tender, amount and mode of Earnest Money deposit – all in a complete form. The Earnest Money of all tenderers other than the lowest tenderer in each case may be released, after acceptance of the rate in comparative statement or immediately after expiry of seven days from the date of final bid, whichever is earlier. The Earnest Money deposited by a successful Tenderer will be converted into Security deposit and the balance amount for security deposit @ 8% of the bill value will be deducted from the bill at the time of payment to retain 10% of bill value of the total work done (final bill value) to form Security Money for performance of work. No interest on Security Deposit will be paid by the tender accepting authority.

13. Payment

The payment of RA as well as final bill for any work will be made according to the availability of fund and no claim to delay in payment will be entertained.

14. Provision for Arbitration

There is no provision of Arbitration clause. Hence Clause 25 of W.B.F 2911(ii) is deleted. But the Clause is replaced through provision of Dispute Redressal Committee as contained in Finance Deptt notification no. 8182-F(Y) dt. 26.09.2012 of The Secretary, to the Govt. of West Bengal and the relevant Clause ie Cl. 25 of 2911 (ii) is modified accordingly.

15. Price Escalation

No Adjustment of Price OR Price Escalation of any kind will be allowed.

Adjustment of Price (increase or decrease) vide Notification No.23-CRC/2M-61/2008, Dated-13.03.2009 & Notification No.38-CRC/2M-61/2008, Dated- 20.04.2009 shall not be applicable for the job/ jobs included in this NIT. Since the B.O.Q./B.O.Q.s are based upon the Schedule of Rates of Road & Bridge Works, Vol-III of Combined SOR 2015 of PWD(WB) with up to date Addenda & Corrigenda and up to date Combined Schedule of Rates of P.W.D(WB) 2015, Vol-I&Vol-II, the bidder shall quote their rate (percentage above/ below/ at par) over the total estimated cost accordingly considering that no escalation and/ or price adjustment will be allowed by the department thereto under any circumstances.

16. No Mobilization Advance and Secured Advance will be allowed.

17. Defect Liability Period

There will be a “Defect Liability Period” of **05 [Five] year** for the original works from the date of completion and the security deposit will be released phase wise as detailed below. Prospective bidders will have to execute the work in such manner so that appropriate service level for the stipulated stretch(s)/length of the road under improvement is to be maintained during stipulated contractual period till completion and a period of **05 [Five] year** from the date of successful completion of the work to the entire satisfaction of Engineer-in-Charge. If any defect/damage is found during the period as mentioned above, the contractor will make the same good at his own expense up to the specification at par with the instant project work, or on default, the Engineer-in-Charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the Engineer-in-Charge shall be final) from any sum that may be then, or at any time thereafter become due to the contractor from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof. Refund of Security Deposit will only be made on the pro-rata basis.

However, for repair and maintenance nature of bituminous road work or combination thereof the Defect Liability period would be considered as **1 (one) year**. And in case of Original Works where bituminous thickness is less than 40 mm, the Defect Liability period is **1 (one) year** from the date of completion as per memo no. 2014-E-in- C/2015 dated 06-11-2015 of the Engineer-in-Chief & Ex-Officio Secretary, Public Works Department, Govt. Of West Bengal.

“Clause 17” –Vide Notification No. 5784-PW/L&A/2M-175/2017 Dted-12.09.2017 of the Principal Secretary PWD, Govtt. Of West Bengal, instead of earlier notification No. 177 CRC/2M-57/2008 Dated 12.07.2012.

If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent at any time whether during its execution or within a period of three months or one year or three years or five years, as the cause may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, weather this contract or otherwise, that may be

then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and / or such sums, it shall be law full for the Government to recover excess cost from the contractor in accordance with the procedure prescribed by any law for the contractor in accordance with the procedure prescribed by any law for the time being inforce.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the contractor. However, the security deposit of the work held with the Government under the provision of clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

- a) For work with three months Defect Liability Period:
 - (i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.
- b) For work with one year Defect Liability Period:
 - (i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of work.
- c) For work with three years Defect Liability Period:
 - (i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
 - (ii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
- d) For work with five years Defect Liability Period:
 - (i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
 - (ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion if the work;
 - (iii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion if the work;

Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and / or any other work contemplated within the scope and ambit of the contract.
For

- (i) The work of patch repair or patch maintenance in nature combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.
- (ii) Through Bituminous Surfacing work with bituminous thickness less than 40mm. Repair & Rehabilitation of any road / bridge / culvert / building/ Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- (iii) Extension of building / bridge/ culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality/ Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date to completion of the work;
- (iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for / bridge/ culvert, Construction of ridge pavement, Reconstruction of ridge pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5

years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work;

18. Extension of Time:-

If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidable hindered in its execution, the contractor shall give an immediate report of such hindrance to the Divisional Officer in writing and if he shall desire and extension of time for completion of the work in the ground thereof, he shall apply in writing to the Divisional Officer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Divisional Officer shall, if in his opinion (which shall be final) reasonable grounds be shown there for, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

19. Liquidated Damages

- a. In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under Clause 17, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed liquidated damages to the Employer and not by way of penalty in a sum calculated at the rate per week or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at the same rate shall be withheld if the Contractors fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten percent) of Initial Contract Price and that the liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and the Employer is entitled to receive the same and are not by way of penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or from Performance Security or any other dues from Government or semi Government bodies within the state.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavors to avoid or reduce further delay to the Works, or any relevant Stages.

- b. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any such payment of liquidated damages by the Contractor by adjusting the next payment certificate.
- c. It is agreed by the Contractor that the decision of the Employer as to the liquidated damages payable by the Contractor under this Clause shall be final and binding.

20. SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

21. Schedule of Dates for e-Tendering

For Serial No.

Sl. No	Particulars	Date & Time
1	Publishing of Tender	23.06.2023 at 6.00 P.M.
2	Documents download/sell start date (Online)	24.06.2023 at 9:00 A.M onwards
3	Pre Bid Meeting with the intending Tenderer will be held at the chamber of the Executive Engineer, DED/GTA	26.06.2023 at 1.00 P.M.
4	Bid submission Start Date	26.06.2023 at 6.00 P.M. onwards

5	Bid Submission End Date	07.07.2023 upto 6.00 P.M.
6	Technical Bid Opening	10.07.2023 at 11.00 A.M.

Note:-Other details if needed to be notified in due course.

- 22.** The Executive Engineer, Darjeeling Engineering Division reserves the right to reject any or all prequalification documents and bid document without assigning any reason whatsoever.
- 23.** The Principal Secretary, Gorkhaland Territorial Administration, Darjeeling reserves the right to cancel the N.I.e.T due to unavoidable circumstances and no claim in this respect will be entertained.
- 24.**
- a) The Engineer-in-Charge of the work will be the respective Executive Engineers of the Block Engineering Division under whose jurisdiction the work is.
- b) On behalf of the tender committee, the Award of Tender (AOT) for each works shall be issued by the **Darjeeling Engineering Division** to the respective Executive Engineers of the Block Engineering Division for the works.
- c) Formal Agreement and Issue of Work Order to the successful bidder shall be made by the respective Executive Engineers of the Block Engineering Division for the work.
- 25.** A clause stated in the later notification will supersede the corresponding one mentioned in former notification in following sequence:-
- a) EMD
- b) Technical Bid.
- c) Revised Checklist
- d) NIeT.
- e) B.O.Q.
- f) Tender form
- g) Special terms.
- h) Corrigendum/ Addendum, in the sequence of publication according to date.

**Executive Engineer
Darjeeling Engineering Division
Gorkhaland Territorial Administration**

Memo No 303 /NIeT-43/GTA SABHA/EE/DED(ES-I)/GTA/23-24

Dated: 23.06.2023

Copy forwarded for information and wide circulation:

1. The OSD to Honorable Chief Executive of GTA, Lalkothi, Darjeeling
2. The P.A. to the Principal Secretary, G.T.A., Lalkothi, Darjeeling.
3. The Secretary, G.T.A., Lalkothi, Darjeeling.
4. The Executive Director, GTA Sabha, G.T.A., Darjeeling.
5. The Chief Controller of Finance/Finance Officer/Audit Officer, Deptt. Of Finance, GTA, Lalkothi Complex, Darjeeling.
6. The Chief Engineer, G.T.A. Lalkothi Complex, Darjeeling
7. The Superintending Engineer, G.T.A.(Civil), Darjeeling.
8. The Accounts Sec./Estimating Sec./Notice Board/Office Copy Daily leading Newspaper Hamro Prajashakti, /Janpath(Hindi) and ECO Times(English) website : www.wbtenders.gov.in.

**Executive Engineer
Darjeeling Engineering Division
Gorkhaland Territorial Administration**

FORM –I

PRE-QUALIFICATION APPLICATION

To

**The EXECUTIVE ENGINEER, GTA.
DARJEELING ENGINEERING DIVISION,
LANDALE HOUSE, LALKOTHI COMPLEX, DARJEELING**

Ref: - Tender for _____

(Name of work) _____

N.I.E.T.No.:(Sl. No.) of 2023-24 of EXECUTIVE ENGINEER, GTA, DARJEELING ENGINEERING DIVISION,

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 reserve the right to reject any application without assigning any reason.

Encl: - e-Filing:-

1. Statutory Documents
2. Non Statutory Documents

Date: -

*Signature, name and designation
of Authorized Signatory
For and on behalf of*

.....
(Name of the Applicant)

N.B: Pre-Qualification Application should be made on Bidder (s) Letter Pad only.

SECTION – B
Form - II
FINANCIAL STATEMENT

B.1

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

Name of Work(s):

NIET no.:

Name of Bidder:

1. The Bidder's Net Worth for the last year calculated on the basis of capital, profit and 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 project executed in any one year during the last five years (uploaded to the price level on the year indicated in table below under (note) taking into account the completed as well as works in progress. The project includes turnkey project / Item rate contract / Construction work.)

N = Number of Year (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 and on-going works during the period of the subject contract.

To calculate the value of "A"

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 years is as follows:

<i>Sl. No.</i>	<i>Year</i>	<i>Value of Engineering Works undertaken w.r.t. Projects (Rs. In Crores)</i>
----------------	-------------	--

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 and 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 factor for the year for updation to the price level is indicated as under

Sl. No.	F.Y. /Calendar Year	Updation factor
1.	Year-1 (2022-23)	1.00
2.	Year-2 (2021-22)	1.05
3.	Year-3 (2020-21)	1.10
4.	Year-4 (2019-20)	1.15
5.	Year-5 (2018-19)	1.20

iii) Net worth for the last year is Rs. _____ of _____

(Name of the company)

Signature, name and designation
 of Authorized Signatory
 For and on behalf of

(Name of the Applicant)

Net worth for the last year of _____ (Name of the company)

iv) Working Capital Rs. _____.

Signature, Name and designation of
Authorised Signatory of the Bidder

Signature, Name of the Statutory Auditor's firm:
Seal of the Auditor's firm:

N.B.: Payment Certificate, Work Order and Final bill value certificate from employer for the Bid Capacity calculated year should be uploaded for verification.

N.B: Bid Capacity should be made on Bidder (s) Letter Pad only.

FORM-III

Declaration against Common Interest

I/We, Sri/Smt. , the authorized signatory on behalf.
....

.....do hereby affirm
that

I/We/any of the member of

..... bidding against NIT No.....

Sl. No do not have any common interest either as a partner on any partnership firm / joint venture as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

.....

Date: Signature of bidder

To calculate the value of "B"

3. A table # containing value of all the existing commitments and on-going workings to be completed during the next _____ years (prescribed time for completion of the works for which Bids are invited) is as follows:

SI. No.	Name of Work/Project	Name of the Employer	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement/LOA with the Start date	Value of Contract as per Agreement /LOA Rs.	Value of work completed Rs.	Balance value of work to be completed Rs.	Anticipated date of completion	Financial liability to incurred for the said work/project during the period of the subject contract Rs.
1	2	3	4	5	6	7	8	9	10

Signature, name and designation
of Authorized Signatory

For and on behalf of

.....
(Name of the Applicant)

Note:

1. All the documents to be submitted in support of SECTION – B, Form - II must be duly signed and sealed by the applicant/bidder.
2. In case of a Joint Venture, Lead Member of such joint venture shall be required to meet 60% of required Bid Capacity and each of the Joint Venture Members shall be required to meet at least 30% of requirement of Bid Capacity. Bid capacity of all the members in total should be at least 100% of required Bid capacity.

3. *Certificate from the employers to be submitted for upto date value of work completed.*
4. *Non-disclosure of any information in the Schedule will result in disqualification of the firm.*

AFFIDAVIT – “X”

(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 is 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 its constituent partners have failed to executed more than one works contract under any directorate of Public Works Department and that neither our firm M/S _____ nor any of its constituent partners was terminated by any sub-rule under clause 3 of Tender Form no. 2911 and that neither our firm M/s _____ nor any of its constituent partners was terminated under any clause of Standard Bidding Documents by the Engineer-in-Charge/ Employer during last 3(three) years.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender vide in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job and also not applied more than two works anywhere per set of required machineries.
6. The undersigned also hereby certifies that the Bid shall remain valid for a period not less than 120 (One Hundred twenty) days, after the dead line date for Bid submission.
7. I / we do hereby certify that I shall bring all requisite technical personnel and /or plants/ testing machineries / equipments for all the items of works as per relevant IRC / IS codes of practice and as per BOQ and as per direction of the Engineer-In-Charge at the time of execution of work at site even if upon technical evaluation I am declared as “qualified” without having all the requisite technical personnel and /or plants/ testing machineries / equipments at the time of submission of tender.

Date _____

*Signature, name and designation
of Authorized Signatory*

For and on behalf of

.....
(Name of the Applicant)

DECLARATION "Y"

(To be submitted in non-judicial stamp paper of appropriate value, duly notarized)

1. *I, the undersigned, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.*
2. *Certified that required specified machineries for the works under this NIT no : of 2019-20 (Serial no ___) will be installed at the working site within 60 days (maximum) from the date of LOA / work Order.*
3. *The undersigned also hereby certifies that neither our firm _____ nor any constituent had been debarred to participate in tender by GTA/PWB, WB/Any Govt. Dept./Autonomous Body/Etc. During the last 5(five) years prior to the date of this NIT.*
4. *The undersigned understands and agrees 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 that I have not applied severally for the same job.*
6. *Certified that I have applied in the tender in the capacity of individual / as a partner of a firm.*
7. *Certified that I have access to or have available liquid assets (aggregate of working capital, cash-in-hand, uncommitted Bank Guarantees)and /or credit facilities not less than 20% of the estimated cost put to tender. In this respect, I have attached necessary documents with this application.*
8. *I, the under-signed, do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found / ascertain to be incorrect / fabricated / misrepresented / fraudulent etc., accordingly tender will be liable to be cancelled / terminated immediately & I / my firm / company shall also be liable to be prosecuted under section 197, 199 & 200 of Indian Penal Code, 1860 along with section- 71 & section -73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money / Security Deposit,*

Signed by an authorized officer of the firm

Title of the officer

Name of the firm with seal

Date _____

FORM-III

STRUCTURE AND ORGANISATION

A.1 Name of applicant :

A.2 Office Address :

Telephone No. :

Fax No.

E mail I.D. :

A.3 Name and address of Bankers :

A.4 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,

Date _____

*Signature, name and designation
of Authorized Signatory*

For and on behalf of

.....
(Name of the Applicant)

SECTION - B
FORM – IV (contd...)

G. CONTRACTOR'S EQUIPMENT

MINIMUM PLANT AND EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR

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 the Contractor must assuredly own.

Sl. No	TYPE OF EQUIPMENT	CAPACITY	NUMBER REQUIRED
1.	Mini Hot Mix Plant	Of adequate capacity	N/A
2.	Vibratory Tandem Road Roller.	80-100 KN	N/A
3.	Bitumen sprayer with self heating arrangement etc.	Of adequate capacity	N/A
4.	Full Charged Concrete Mixer Machine	Of adequate capacity	N/A
5.	All other machineries (like Niddle vibrator, concrete mixture, excavator, and generator etc. for smooth and efficient execution of works) and any other machinery required for Building Work.		

(Name of the Applicant)

SECTION – B
FORM – V
EXPERIENCE PROFILE

Name of the Firm:

D.1 LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% IN RESPECT OF 1stCALL, 30% IN RESPECT OF 2ndCALL AND 20% IN RESPECT OF 3rdAND SUBSEQUENT CALLS AS MENTION IN CLAUSE NO 3(i) OF NIT OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.

Name of Employer	Name, Location &nature of work	Name of Consulting Engineer responsible for supervision	Contract price in Indian Rs.	Percentage of Participation of company	Original Date of start of work	Original Date of completion of work	Actual Date of starting the work	Actual Date of completion of work	Reasons for delay in completion (if any)

Note: a) Certificate from the Employers to be attached

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

Signature, name and designation of Authorised Signatory

For and on behalf of

(Name of the Applicant)

SECTION – C

Special terms and conditions

C.1 General:

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

(i) ‘Departmental Schedule’, which means the Public Works Department Schedule of Rates for Building Works (Volume – I), Sanitary & Plumbing Works (Volume – II), Road & Bridge Works (Volume – III) and Electrical Works and Carriage etc. in different district of West Bengal for the working area effecting from **01.12.2015**, with up-to-date addenda and corrigenda, if any, issued by the Superintending Engineer, Planning & Monitoring Circle, P.W.Dte & Convener of the Combined Schedule Committee of PWD and Chief Engineer (HQ), P.W.Dte & Chairman of the Combined Schedule Committee of PWD or in

(ii) Latest edition (5thRevision) 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 and “Specification for Rural Road” by Ministry of Rural Development (MORD), for the specification of various works.

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

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

The word “Engineer-in-Charge” means the Executive Engineer, Social Sector, P.W. Directorate of the concerned Division. The word “Department” appearing anywhere in the tender documents means P.W. Department, Government of West Bengal, who have jurisdiction, administrative or executive, over part or 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 will have to be taken up within specified time as mentioned in the work order. Failure to do so will constitute a violation of the contract stipulation as regards to proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

C.3 Terms & Conditions in extended period:

As Clause 5 of W.B.F. No. 2911 (ii) When an extension of time for completion of work is granted by the Engineer-in-Charge for valid reasons over which the contractor have no control, it will be taken as granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions, rates etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

C.4 Co-operation with other agencies and damages and safety of road users :All works are to be carried out in close co-operation with the Department and other contractor 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 will arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have to arrange this on his own initiative so that progress of work is not hampered and no claim whatsoever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

C.6 *Contractor's Site Office:*

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

C.7 *Incidental and other charges:*

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

C.8 Authorised Representative of Contractor:

The contractor should not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorised representatives 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 as accepted by the contractor.

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

C.9 Power of Attorney:

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

C.10 Extension of time:

For cogent reasons over which the contractor will have no control and which will retard the progress, 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. will be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of W.B.F.No.2911(ii).

C.11 Contractor's Godown:

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown should be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately to removed 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 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 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 will have to make his own arrangements for storage of tools, plants, equipments; materials etc. of adequate capacity and will clear and remove on completion of work and will also remove the shed, huts etc. which he might have erected in Government land. If after such use, the contractor fails to clear the land, Department will arrange to remove those installations and adequate recovery will be made from the dues of the contractor.

C.14 Work Order Book:

The contractor will within seven days of receipt of the order to take up the 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 will be kept at the site of work under the custody of Sub-Divisional Officer/Assistant Engineer or his authorised representative. The Work Order Book should have machine numbered pages in triplicate. Directions or instructions 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 authorised representatives should regularly note the entries made in the Work Order Book and also record thereon the actions taken or being taken by him for complying the said directions or instructions on any relevant points relating to the work. The contractor or his authorised representative may take away the triplicate pages 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)
- 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.

C.15 Clearing Of Materials:

Before starting any work, work site, wherever necessary, must be properly dressed after cutting clearing of all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary

structures or obstructions including some pipes in underground works, if any, must also be removed. All scars of construction should be obliterated and the whole site should be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. Total length (in case of road project) should be demarcated by proper chain aging with fixing 200m post as per direction of the Engineer-in-Charge on both sides of the alignment and Bench Marking at desired locations as per direction of the Engineer-in-Charge. No separate payment will be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

C.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 of different works and fix up alignment and the contractor will have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, The odolite etc. and other sundry material like pegs, strings, nails, flakes instruments etc. and also skilled labour required for setting out the levels, for laying out difference structures and alignment will also have to be supplied by the contractor at his own cost as per direction of the Engineer-in-Charge without any extra claim towards the department.

C.17 Supplementary / Additional items of Works:

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

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

Unbalanced market rates will never be allowed

Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a),(b),(c) & (d) stated above only.

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

C.18 Covered up works:

When one item of work is to be covered up by another item of work the later item

should not be done before the formal item has been measured up and has been inspected by the Engineer-in-Charge or the Sub-Divisional Officer/Assistant Engineer, as the authorized representative of the Engineer-in-Charge and order given by him for proceeding with the later 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 later item.

C.19 Approval of Sample:

Samples of all materials to be supplied by the contractor and to be used in the work will have to be approved by the Engineer-in-Charge and checking the quality of such materials will have to be done by the concerned Department or as directed by the Engineer-in-Charge prior to utilization in the work.

C.20 Water and energy:

The contractor will have to arrange at his own cost, required energy for operation of equipments and machineries, for operating pump set, illuminating work site, office, etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at the 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 the department.

C.21 Drawings:

All works should be carried out in conformity with the drawings supplied by this Department. The Contractor will 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.22 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.

C.23 Unserviceable Materials:

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

C.24 Contractor's risk for loss or damage:

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

C.25 Idle labour & additional cost :

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

C.26 Charges and fees payable by contractor:

a) The contractor will have to pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and will keep the department indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or law.

b) The Contractor will save and indemnify the department from and against all claims, demands, suit and proceedings for or on 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.27 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.28 Equipments for Testing Laboratory:

All necessary equipment for conducting necessary tests shall be provided at the site laboratory by the Contractor at his own cost. The following minimum laboratory equipments shall be set up at site office laboratory:

Laboratory Equipments:

1. Balances

- i) 7Kg to 10Kg capacity, semi-self indicating type-accuracy 10gm.
- ii) 500 gm. Capacity. Semi-self indicating type-accuracy 1gm.
- iii) Pan balance-5 kg. capacity-accuracy 10gms.

2. Ovens-electrically operated, thermostatically controlled upto 110°C-sensitivity 1°C.

3. Sieves: as per IS460-1962.

- i. I.S. sieves-450 mm internal dia, of sizes 100 mm, 88 mm, 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm, complete with lid and pan.
- ii. I.S. sieves-200 mm internal dia (brass frame) consisting of 2.36 mm, 1.18 mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns, with lid and pan.

4. Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.

5. Equipment for slump test-slump cone, steel plate, tamping rod, steel scale, scoop.

6. Dial gauges, 25 mm travel-0.01mm/ division least count- 2nos.

7. 100 tonnes compression testing machine, electrical-cum manually operated.

8. Graduated measuring cylinders 200 ml capacity- 3nos.

9. Enamel trays (for efflorescence test for bricks).

- i. 300mm x 250mm-2nos.

- ii. Circular plates of 250mm dia-4nos.

10. Cube Mould 12nos.

11. Compression testing machine

12. Others as per requirement.

Field Testing Instruments

1. Steel tapes-3m
2. Verniercalipers
3. Micrometer screw 25 mm guage
4. A good quality plumbbob
5. Spiritlevel,Minimum30cmslongwith3bubblesforhorizontalvertical
6. Wire guage (Circular type)disc
7. Footrule
8. Long nylonthread
9. Rebound hammer for testingconcrete
10. Dynamicpenetrometer
11. Magnifyingglass
12. Screw driver 30 cmslong
13. Ball pin hammer, 100gms
14. Plastic bags for takingsamples
15. Moisture meter fortimber
16. Earth resistance tests (for ElectricalDivisions)
17. Meggar (for ElectricalDivisions)
18. Others as perrequirement.

C.29 Realisation of Departmental claims:

Any of sum money due and payable to the contractor (including security deposit refundable 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. If the entire claim of Government is not appropriated by this way, claim for balance amount may be appropriated as per Public Demand Recovery Act.

C.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 P.W. (Roads) Directorate may at his discretions, take necessary measure over the contract.

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

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

C.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 protectionoftheWorksorforthesafetyandconvenienceofthepublicorothers,
- (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,noiseorothercausesarisingasaconsequenceofhismethodsofoperation,
- (d) ensure that all lights provided by the Contractor shall be screened so as notto

interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

C.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.

C.33 Programme of work:

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology 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 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.

C.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.

C.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.

C.36 Testing of qualities of materials & workmanship:

All materials and workmanship and methodology of work and process contract shall be in accordance with the specifications laid down in the contract and also as per relevant IS codes with its latest corrigenda/ amendment up to the date of submission tender 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. Beside 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 in accordance with Clause 18 of Printed Tender Form and hence the same must be considered at the time of quoting rate.

C.37 Timely completion of work:

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

C.38 Procurement of materials:

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

C.39 Rejection of materials:

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

C.40 Implied elements of work in items:

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

C.41 Damaged cement:

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

C.42 Issue of Departmental Materials:

Departmental materials will not be issued under any circumstances.

C.43 Forced Closure:

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

C.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 drawings and designs prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those will have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. **No conditional rate will be allowed in any case.**

C.45 Delay due to modification of drawing and design:

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

C.46 Additional Conditions:

A few additional conditions under special terms and conditions :

C.46.1. Rate quoted will be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

C.46.2. Rate quoted will be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.

C.46.3. Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chainage of the work-site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Meter at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.

C.46.4. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.

C.46.5. Deep excavation of trenches left out for days should be avoided.

C.46.6. LabourwelfareCesswillbededucted@1(one)%ofgrossbillvalueasperrule.

C.46.7. The whole work will have to be executed as per Departmental drawings available in this connection at the tenderedrate.

C.46.8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules inforce.

C.46.9. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extentrules.

C.47 Payment of Bills:

As mentioned in clause 13 of the NIT

C.48 Refund of Security Deposit:

As mentioned in Cl. No. 17 of NIT.

C.49 Arbitration:

As mentioned in Cl. 14 of NIT

**Executive Engineer
Darjeeling Engineering Division
Gorkhaland Territorial Administration**