GOVERNMENT OF WEST BENGAL
OFFICE OF DISTRICT MAGISTRATE, DARJEELING
District Planning Section

Rajbhavan Compound,Above S.P.Office
Phone / Fax-0354-2254054

NOTICE INVITING e-TENDER

NOTICE INVITING ELECTRONIC TENDER No. 15/DM_Darj/Plan/Misc/2014-15 Dt: 13.01.2015..

On behalf of The District Magistrate, Darjeeling, District Planning Section, separate tenders are invited by the undersigned for the work mentioned in the table below through electronic tendering (e-tendering). The intending tenderers may visit Website – www.darjeeling.gov.in for the tender notice & other details. But submission of bid will be through the web site www.wbtenders.gov.in only.

Sl. No.	Name of the work	Amount put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of Tender Documents (in Rs.)	Period of Completion	Eligibility of Contractor.
1	*2*	*3*	*4*	*5*	*6*	*7*
1	Jhora Protection and Drinking water at 16th Mile,Samthar,Kalimpong.	1860297/-	37206/-	Nil	2(Two) Months	Resourceful bonafide contractors having **40%** credential in single work order within last five years of similar nature of work.
2	Jhora Protection at Chittray,Teesta,Kalimpong.	2650018/-	53000/-	Nil	3(Three) Months	-Do-
3	Jhora Protection and Drinking Water at Kangebong,Kalimpong.	1726122/-	34522/-	Nil	2(Two) Months	-Do-
4	Jhora Protection and Drinking Water at Khaleydong,Samthar,Kalimpong.	2938184/-	58764/-	Nil	3(Three) Months	-Do-
5	Jhora Protection and Drinking Water at Singee Samalbong,Kalimpong.	1988574/-	39771/-	Nil	2(Two) Months	-Do-
6	Jhora Protection and Drinking Water at Sudung,Sittong-III,Kurseong.	1534541/-	30691/-	Nil	2(Two) Months	-Do-
7	Jhora Protection and Drinking Water at Sorang,Takdha Takling,Rangli Rangliot..	2278447/-	45569/-	Nil	3(Three) Months	-Do-
8	Jhora Protection and Drinking water at Suruk,Samthar,Kalimpong.	1842249/-	36845/-	Nil	2(Two) Months	-Do-
9	Jhora Protection at Tanek,7th Mile ,Kalimpong.	2092626/-	41853/-	Nil	2(Two) Months	-Do-
10	Construction Cantilever Retaining wall neariver valley in Tunglabong,Kalimpong.	3625112/-	72502/-	Nil	4(Four) Months	-Do-

1. For e-tendering, intending tenderer may download the tender document from the said website directly with the help of Digital Signature Certificate. Necessary Earnest money(where required) shall be deposited by the intending tenderers by way of DCR/NSC/Bankers Cheque in favour of the District Magistrate,Darjeeling, and the same should be documented for e-tendering & virus free colour scanned copies be uploaded.

2. The Earnest money deposit in the form of DCR/NSC/Bankers Cheque will be received by Shri Hemsarang Pradhan,UDA/Smt.Sunita Chettri,SAE/MPLADS at District Planning Section, O/o the D.M., Darjeeling during office hours on working days. **Non submission of the original DCR/NSC/Bankers Cheque till specified time and date ,will make the bids summarily rejected.**

3. Properly Indexed & self-attested documents & duly digitally signed of both the Technical Bid and the Financial Bid should be concurrently submitted in the Website mentioned above as per time schedule given below.

4. ***Eligibility criteria for participation in tender*** :

i). The prospective tenderer, as a primary agency, should have satisfactorily completed at least one work of similar nature for a magnitude of 40% of amount of amount put to tender under the State Government or its undertaking or the Central Government or its undertaking or any Statutory Body during the last 5 (five) years from the date of issue of this Notice.

(ii)Technical Bid Documents should be accompanied with copies of tenderer's Pan Card, Professionsal Tax Receipt/Challan for the current year, VAT Registration Certificate (if any).

(iii)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 2014-15 along with other relevant supporting papers

(iv) The partnership firm is required to furnish copy of **Registered Partnership Deed**.

(v)A Company shall furnish the **Article of Association and Memorandum.**

5. Payment of bill on its production will be made after successful execution of the work subject to availability of fund and no claim, whatsoever, will be entertained for any delay of payment. No escalation charge will be entertained against any N.I.T/ any accepted tender.

Deduction of Income tax, V.A.T. (if required), Construction Workers' Welfare Cess, etc. will be made at Source in accordance with the existing rules/orders.

6. Neither any Mobilization Advance nor any Secured Advance will be allowed.

7. The contractor shall have to arrange, nearest to the work site, required land for installation of plant & machineries (specified for each awarded work), storing of materials, provision of labour shed & laboratory etc. at his own cost an/d responsibility.

8. Bids shall remain valid for a period of 365 (three hundred sixty five) days from the date of opening of Financial Bid. If the bidders withdraw the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith assigning / without assigning any reason thereof. No interest on the deposited Earnest Money shall be allowed if the said bid is cancelled.

9. **Date & time Schedule:**

Sl.No	Particulars	Date & Time
1	Date of uploading of NIT documents(on line) (Publishing date)	13.01.2015
2	Start date of downloading of documents (online)	14.01.2015 from 10:00 am.
3	Last date of downloading of documents (online)	28.01.2015 upto 4.00 pm.
4	Start date of submission of bid(online)	14.01.2015 from 10.00 am
5	Last date of submission of bid (online)	28.01.2015 upto 6.00 pm.
6	Last date of submission of Original Copies for the EMD & Cost of Tender form (off line)	28.01.2015 up to 4.00 pm.
7	Opening date of Technical Bid	30.01.2015 at 10.00 am.
8.	Date of Scrutiny of Technical Bid(Off line)	03.02.2015 (From 12.00 Noon) at the chamber of ADM (G), Darjeeling,at District Magistrate Office,Darjeeling.
9.	Opening date of Financial Bid(Online)	05.02.2015 (from 12.00 Noon.)
10.	Date of Scrutiny of Financial Bid(Off line)	06.02.2015 (from 12.00 Noon) at the chamber of ADM (G), Darjeeling,at District Magistrate Office,Darjeeling.

10. Financial bids of those tenderers who qualify in technical bid will only be opened. Dates, if changed, due to un-avoidable circumstances, will be published in the said websites and the office notice board only without any individual intimation.

11. A tenderer may visit the site of works and its surroundings on his own cost in order to prepare bid for its submission.

12 No cost of Bidding shall be reimbursable by the Office of the District Magistrate,Darjeeling. Authority may accept or reject any tender without assigning any reason, whatsoever, and is not liable for any cost that might that have been incurred by a Bidder.

13 **Refund of EMD**: The Earnest Money of all unsuccessful Tenderers will be refunded through on receipt of application from the Tenderer from the Office of the District Planning Officer,Darjeeling.

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.

15 The willing tenderers may remain present at the time of opening of Tender.

16. The District Magistrate,Darjeeling reserves the right to cancel the N.I.T due to unavoidable circumstances and no claim in this respect will be entertained.

17. A tenderer's bid will be out rightly rejected with a forfeiture of his earnest money if it comes to the notice of the tender inviting authority during scrutiny that the credential or any other papers of a tenderer are manufactured/fabricated, etc.

18. The Tender Inviting Authority may verify the original credential & other original documents of the lowest tender, if found necessary, before issuance of the work order and the work order will not be issued in favor of the tenderer if it is found on verification that such document submitted by him is either manufactured or fabricated, etc,.

19. A clause stated in the later notification will supersede the corresponding one mentioned in former notification in following sequence:-

a) Tender Form as prescribed.
b) NIT.
c) Special terms & Conditions.
d) Technical bid.
e) Financial bid.

20. **Scrutiny of Technical Bids(Offline) &Scrutiny of Financial Bids(Offline) will be held at the Chamber of Additional District Magistrate (General), Darjeeling,Office of the District Magistrate, Darjeeling as mentioned in para no.9 in page no.2 of this NIe-T.**

21. The Order no.9754-F(Y) ,Kolkata, 3rd December, 2012 of the Finance Department (Audit Branch), Govt. of W.B. will be followed for this e-tender .

INSTRUCTION TO BIDDERS

1. **General Guidance for e- Tendering:** Instructions/ Guidelines for electronic submission of the tenders have been annexed for guidance/assistance of the tenderers to participate in e- Tendering.
2. **Registration of Tenderer**: Any Tenderer willing to participate in e- Tendering will have to get himself enrolled & registered with the government e-procurement system by logging on to http://etender.wb.nic.in The tenderer is to click on the link for e-Tendering site as given on the web portal.
3. **Digital Signature Certificate (DSC):** For submission of tenders, each tenderer is required to obtain a Digital Signature certificates (DSC) from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount, the details of which are available at the web site.
4. A tenderer can search & download NIT & tender documents electronically, the only mode of collection of tender documents, from computers once he logs on to the website using his Digital Signature Certificate.

9. **Submission of tenders**: General process of submission:-
Both the Technical bid and the Financial bid in separate folders will have to be submitted online in the website at a time for each work before the notified date & time using the Digital Signature Certificate (DSC) and virus scanned and duly digitally signed copies of documents should also be uploaded in the website. (These documents will get encrypted i.e. transformed into non- readable formats)

Cover "A".
(Technical Bid should contain scanned copies of the followings in one cover)

I. Scanned copy of valid Trade license.
II. Scanned Copy of Bank Draft /NSC/Bankers Cheque towards earnest money (E.M.D) and as prescribed in the N.I.T against each of works in favor of the District Magistrate, Darjeeling.
III. Scanned Copy of Proper Credential Certificate in form of Completion Certificate / Payment Certificate of at least one work of similar nature having a magnitude of 40% (forty percent) of the amount put to tender under the State Government or its undertaking or the Central Government or its undertaking or any Statutory Body during the last 5 (five) years from the date of issue of this Notice.
IV. Scanned Copies the Professional Tax (PT) Deposit Receipt/Challan for the **financial year 2014-15**, the I.T.PAN Card, the VAT Registration Certificate (if any).
V. Scanned Copy of Registration Certificate under the Companies Act. (If applicable)
VI. Scanned Copy of Registered Deed of Partnership Firm/Article of Association & Memorandum. (If applicable)
VII. Scanned Copy of Power of Attorney (for Partnership Firm / Private Limited Company, if applicable)
VIII. **Co-operative society will have to submit credential as mentioned in III above and is not exempted from deposit of Earnest Money**(as per order no.1177-F(Y) dt-28/02/2014 of Govt. of West Bengal,Finance Department,Audit Branch.).

N.B: Original copies of all documents have to be produced on demand for checking at the time of Scrutiny of Technical Bids, otherwise tender will summarily be rejected.

Cover "B".
Financial Bid

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

8. ***Rejection of BID.***

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

10. **Tender Selection Committee.**

i) The Committee will act for recommendation of technically and subsequently financially qualified bidders.

ii) Intending Tenderers may remain present during Scrutiny of Technical & Financial Bids. Technical Bids will be opened first and the defective tender will summarily be rejected.

Sd/-
Additional District Magistrate (G)
Darjeeling

No. 19(16)/Plan /Misc . Date: 13.01.2015.

Copy forwarded for information to:

1. The District Magistrate, Darjeeling.
2. The Member Secretary, Mayel Lyang Lepcha Development Board.
3. The Joint Secretary to the Government of West Bengal, Tribal Development Deptt, Kolkata.
4. The A.E.O., SMP, Siliguri.

5-7. The Sub Divisional Officer, Darjeeling/Kurseong/Kalimpong with a request for its display in his office notice board.

8. The District Planning Officer, Darjeeling for information and also with a request for its display in his office notice board

9-12. The Block Development Officer, Kalimpong I/ Kalimpong II/ Rangli Rangliot & Kurseong for information and also with a request for its display in his office notice board

13-15. Mr. Raymod Yonzon, A.E. (BADP) ,DPS / Mr. Rajen Mishra, SAE, DPS /Smt. Sunita Chhetri, SAE/ MPLADS/DPS with a request to remain present at the time of downloading during opening of tender {(downloading for evaluation of NI e-tender, B.O.Q. (signed copy)} & submission of hard copies to the District Planning Officer, Darjeeling, and to help him for taking steps for preparation of bid evaluation sheet. finalization of tender. Utmost care should be taken as per norms & any query regarding web site version or any other matter related to web publication be instantly attended to.

16. Office Copy.

Sd/-
Additional District Magistrate (G)
Darjeeling

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 in the SOR specification of the relevant State Government Department. Discrepancy, if any, found in the arithmetical calculation in B.O.Q. should be brought to the notice of the Engineer-In-Charge before execution of work.

C.2 Definition of DPLO and Department:

The word "DPLO" means the District Planning Officer. The word "Department" appearing anywhere in the tender documents means Office of the District Magistrate,District Planning section,Darjeeling.

C.3 Terms & Conditions in extended period:

The extended time for completion of work allowed by the DPLO for cogent reasons will automatically revalidate the tender to the extended period with all the same terms and conditions.

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, any other contractor or contractors 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 and precautions must be taken to guard against any chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. Any damage to any property due to the negligence of the contractor ,in the opinion of the DPLO/Engineer-in-Charge, will have to be repaired promptly by the contractor at his own cost and expenses subject to the direction and satisfaction of the DPLO/Engineer-in-Charge.

C.5 Transportation arrangement:

The contractor shall arrange for all means of transport including railway wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may grant necessary certificates, if required, for booking of railway wagons etc. so as to avoid the hamper of work and no claim whatever on this ground will be entertained under any circumstances. Alternatively, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

C.6 Contractor's Site Office:

The contractor shall have an office adjacent to the worksite as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's authorized agent or representative and such intimation to a contractor at the site office shall be deemed to have been duly served upon the contractor.

C.7 Incidental and other charges:

The cost of all materials, hire charges of tools and plants, labor, royalty on minor minerals/ road materials (if any), electricity and other charges of statutory local bodies, ferry charges, toll charges, loading and unloading charges, handling charges, overhead charges etc. inclusive of Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. shall be deemed to have been covered by the rates quoted by a contractor All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect should be to the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule ,whatsoever, in this respect will be entertained.

C.8 Authorized Representative of Contractor:

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

a) General day to day management of work.

b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken as token of acceptance by the contractor. The selection of the authorized representative shall be subject to the prior approval of the DPLO concerned and the contractor shall in writing seek such approval of the DPLO giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorized for. Even after first approval, the DPLO may issue at any subsequent date, revise directions about such authorized representative and the contractor shall be bound to abide by such directions. The DPLO shall not be bound to assign any reason for his revised directions. Any notice,correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.

C.9 Contractor's Godown

The contractor must provide suitable godowns with sufficient capacity for cement and other materials at the site of work. No separate payment will be made for these godowns or for the store yard. Cement and other materials found to have been damaged shall be rejected with a direction to remove these from the site by the contractor on his own cost as per direction of the Engineer-in-Charge.

C.10 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 execution of the work. Departmental land, if available , may be spared for the purpose on usual charges as fixed by the Competent Authority.

The contractor shall clear and remove on completion of work and shed, huts etc. which he might have erected in land. If after such use, the contractor fails to clear the land, the Engineer-in-Charge will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

C.11 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 shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodalite etc. and other sundry material like pegs, strings, nail flakes instruments etc. and also skilled labour required for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.

C.12 Supplementary / Additional items of Works:

Notwithstanding the provisions made in the related printed tender form any item of the work which can be legitimately be considered as not stipulated in the specific price schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the
Contractor, if so directed by the DPLO/Engineer-in-Charge and the rates will be fixed in the manner as stated below: -
(a) Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
(b) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of N.I.T.
(c) In Case, addition items do not appear in the above Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Department Schedule of Rates for the working area enforce at the time of N.I.T.
(d) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable. Unbalanced market rates shall never be allowed Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b), (c) & (d) stated above only. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

C.13 Covered up works:

When one item of work is to be covered up by another item of work the latter item shall not be done before the formal Item has been measure up and has been inspected by the DPLO/Engineer-in-Charge or the Sub-Divisional Officer/Assistant Engineer, as the authorized representatives of the DPLO and order given by him for proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.

C.14 Approval of Sample:

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

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C.15 Water and energy:

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained. All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

C.16 Road opened to traffic:

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programme of work must be so adjusted as not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such injury or accident, if so happens, as per opinion of the DPLO/Engineer-in-Charge, due to contractor's fault in compliance with any of such obligations. Suitable road sign as and where necessary should be provided by the contractor at his own cost as per direction of the DPLO/Engineer-in-charge and shall also be maintained till the completion of the work. Road barriers with red light at night are to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor without any extra claim towards department.

C.17 Drawings:

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

C.18 Serviceable Materials:

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

C.19 Unserviceable Materials:

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

C.20 Contractor's risk for loss or damage:

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

C.21 Idle labour & additional cost:

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

C.22 Charges and fees payable by contractor:

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

b) The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark of name of other protected write in respect of any constructional plant, machine, work, materials thing or process used for or in connection with works or temporary works or any of them.

C.23 Issue of Departmental Tools and Plants:

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

C.24 Realization of Departmental claims:

Any some of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

C.25 Compliance of different Acts:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or of the concerned division may at his discretions, take necessary measure over the contract. The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970. The contractor shall be bound to furnish the Engineer-In-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the Contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures over the contract.

C.26 Safety, Security and Protection of the Environment:

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

(a) have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),

(b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,

(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,

(d) ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

C.27 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.28Programme 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.29 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.30 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.31 Testing of qualities of materials & workmanship:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

C.32 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.33 Procurement of materials:

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

C.34 Rejection of materials:

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

C.35 Implied elements of work in items:

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

C.35 Damaged cement:

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

C.36 Issue of Departmental Materials:
Departmental materials will not be issued under any circumstances.

C.37 Force Closure:
In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.

C.38 Tender Rate:
The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. **No conditional rate will be allowed in any case.**

C.39 Delay due to modification of drawing and design:
The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.

C.40 Additional Conditions:
A few additional conditions under special terms and conditions:
C.40.1. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.
C.40.2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.
C.40.3.The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.
C.40.4. Deep excavation of trenches and left out for days shall be avoided.
C.40.5. Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.
C.40.6. The whole work will have to be executed as per Departmental drawings ` available in this connection at the tender rate.
C.40.7. Income Tax Will be deducted from each bill of the contractor as per applicable rate and rules in force.
C.40.8. 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 extent rules.

C.41. Refund of Security Deposit:
In respect of successful tenderers, the earnest money on acceptance of the tenders shall be converted as a part of security deposit (Total Security Deposit-10%). Balance part of security Deposit will be deducted from each bill so as to make the total amount of security equivalent to 10(ten)% of the total value of work so executed and the same will be released after one year from the date of completion of the work on due satisfaction of the E.I.C. Earnest money deposited by an unsuccessful tenderers will be refunded on application to the DPLO.

C.42. Defect Liability Period:
Defect Liability Period for all the work is one year and will be calculated from the date of completion of the whole work.

C.43 Specification of work, Methodology:
Specification and methodology of works shall be as given in the Specification of Rural Roads of MORD and other relevant IRC & IS codes.

Sd/-
Additional District Magistrate(G)
Darjeeling