



**SILIGURI MUNICIPAL CORPORATION**  
**Siliguri, Dist-Darjeeling**

Date: 22-02-2018

**NOTICE INVITING e-TENDER**

***NIT-15/WBMAD/SMC/PW/17-18***

**Commissioner, Siliguri Municipal Corporation, Siliguri** invites ONLINE TENDER (e - Tender) from reliable resourceful bonafide and experienced firms / companies / individual contractors, who have successfully completed the similar nature of works of value not less than **40%** of the value of amount put to tender in a single contract within last **5 (Five) years** from the date of NIT in any Government / Semi Government / Undertakings / Autonomous / Statutory bodies and Local bodies.

e - Tender details:

Sl. No.	Name of the Work	Ward No	Estimated Amount Put to Tender (₹) excluding 12% GST & 1% Labour welfare Cess	Cost of Tender Documents (₹)	Earnest Money @ 2.00 % (₹)	Time of Completion (Days)
<b>A.</b>	<b>Details of work</b>					
1	Re Construction of Bituminous Road 1) S/f Opp. Of Babli Saha house via H/o Khokon Vawal to Gita Sarkar to Tapan Modak House at Ramkrishna Colony-I at Ward No-47	47	₹ 6,56,628.00	₹ 1,000.00	₹ 13,133.00	120
2	Construction of C C Pavement at Roypara at Ward no-35	35	₹ 7,04,452.00	₹ 1,000.00	₹ 14,090.00	120
3	Construction of CC Road S/f Panchu Tailor to Prem Kumari Singh House and Repairing of Bituminous Road S/f Prem Kumari Singh house to Chandra Deb Roy house at Kamala Nagar Ward no-42	42	₹ 6,94,915.00	₹ 1,000.00	₹ 13,899.00	120
4	Construction of drain starting from Anu Mallik house to Sabitri Pal house near Jyotirmoyee Club & bit road starting from Jagadish house to Sabitri Pal house at Ward no 2,3	Central	₹ 7,31,768.00	₹ 1,000.00	₹ 14,636.00	120
5	Repairing 8 nos culvert i) two culvert at DET road ii) two culvert at electricity road iii) one at connection of Harisabha Road and one at border of ward no 25,31 & 32, and iv) infront of DAV school and lincon school at Ward No 25	25	₹ 7,58,525.00	₹ 1,000.00	₹ 15,171.00	120

6	Repairing road i) Dilip Ghosh house to Pipe line via Manik De Nath house ii) Amra Sabai Club to D.S Colony Bridge and iii) Valmiki School to pipe line at ward no 34	34	₹ 7,71,119.00	₹ 1,000.00	₹ 15,423.00	120
7	Construction of Bituminous road S/f Sevoke road via Munshi Premchand College upto Dasaratapally Bazar Road, at Ward no-44 under Siliguri Municipal Corporation	44	₹ 7,92,693.00	₹ 1,000.00	₹ 15,854.00	120
8	Upgradation to Mastic of road at SreeRam Col. Ward no 10	10	₹ 8,23,392.00	₹ 1,000.00	₹ 16,468.00	120
9	Repairing road no 3 and road no 4 at ward no 31	31	₹ 8,28,930.00	₹ 1,000.00	₹ 16,579.00	120
10	Repairing of road a) near Ramji Singh House b) Gopal Sarma House at Ambedkar Colony, c) Road and two nos culvert at south Ambedkar Colony at ward no 1	1	₹ 8,68,536.00	₹ 1,000.00	₹ 17,371.00	120
11	Repairing road at block C Starting from i) Apu dasgupta, ii) Habu Saha goli, iii) Dasarath Mandal to Dipali Halder ,iv) Ghutu Saha to Sunduri Singh at ward no 34	34	₹ 8,69,076.00	₹ 1,000.00	₹ 17,382.00	120
12	Rep road with drain starting from Dulal Ghosh house to Ajanta Shilpalay at ward 22	22	₹ 8,96,024.00	₹ 1,000.00	₹ 17,921.00	120
13	Construction of drain s/f Bimal Sweet to Sona Studio & Bituminous road s/f Bus Stand to Uttarbanga Sambad, ward no-18	18	₹ 9,05,660.00	₹ 1,000.00	₹ 18,114.00	120
14	Construction of bituminous road at different places at chayanpara Ward No-37	37	₹ 9,45,981.00	₹ 1,000.00	₹ 18,920.00	120
15	Construction of C C Pavement at Ramnagar Colony at Ward no-35	35	₹ 9,93,220.00	₹ 1,000.00	₹ 19,865.00	120
16	Rep of Anandamohon bosu road at ward no 27	27	₹ 5,66,534.00	₹ 1,000.00	₹ 11,331.00	120
b	Time of completion			As stated		
c	Date & Time of Publishing NIT & Tender Documents			24.02.2018 at 9.00 A.M.		
d	Tender Documents Sale / Download Start Date & Time			24.02.2018 from 9.00 A.M.		
e	Bid Submission / Upload Start Date & Time			24.02.2018 from 10.00 A.M.		
f	Tender Documents Sale / Download End Date & Time			05.03.2018 up to 6.00 P.M.		
g	Bid Submission End Date & Time			05.03.2018 up to 6.00 P.M.		
h	Earnest Money and Cost of Tender Documents to be deposited <u>Online through ICICI bank gateway linked with the e-tender website</u>			05.03.2018 up to 6.00 P.M.		
i	Relevant documents (as uploaded online) in hard copy in a sealed cover may be submitted (at the option of bidder) through tender box kept in the office of Siliguri Municipal Corporation, Siliguri. <u>Mandatory documents (as mentioned in point no.3) should be uploaded online.</u>			On or before 07.03.2018 at 1.00 P.M.		
j	Date of opening of Technical Proposals			08.03.2018 at 11.00 A.M.		
k	Date of opening of Financial Proposals			Will be declared after technical evaluation.		

1. In the event of e-Filing intending bidder may download the tender documents from the website <https://etender.wb.nic.in> directly by the help of his Digital Signature Certificate (DSC).
2. In case of online submission, Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the Website <https://wbtenders.gov.in> Tender documents may be downloaded from website & submission of Technical Bid / Financial Bid as per the Date / Time Schedule stated in above table of this NIT. The documents submitted by the bidders should be properly indexed & attested with seal.
3. i) The prospective bidders shall have satisfactorily completed **AS A PRIME AGENCY** during the last **5 (Five) years** prior to the date of issue of this NIT at least one similar nature of work having value of **40% value of the work** under the authority of State / Central Govt., State / Central Govt. undertaking / Statutory Bodies constituted under the statute of the Central / State Government. [Non Statutory Documents]  
***N.B.: Work Order, Completion Certificate / Payment Certificate for successful completed work shall have to be submitted.***  
  
ii) **Trade License, PAN Card, Professional Tax** deposit Receipt updated Challan, **GSTIN**(Mandatory) with updated challan, to be accompanied with the Technical Bid documents. Any one of the Income Tax (**SARAL**) Acknowledgement Receipt of the last three assessment years to be submitted. [Non Statutory Documents]  
  
iii) A declaration (**Affidavit**) in this respect has to be furnished by the prospective bidders as per prescribed format vide **Section – B / Affidavit** and Form - I as per prescribed format vide **Section – B / Form - I** without which the Technical Bid shall be treated non-responsive. [Non Statutory Documents]  
  
iv) Registered Unemployed Engineers' Co-operative Societies / Unemployed Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Valid Clearance Certificate from A.R.C.S. for the year 2012 along with other relevant supporting papers. [Non Statutory Documents]  
  
v) ***Joint Ventures will not be allowed.***  
  
vi) A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm. ***If found to have applied severally in a single job, all of his / their bids will considered as non-responsive for that job***, without assigning any reason thereof.  
  
vii) The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. [Non Statutory Documents]
4. The prospective bidder, if awarded, shall engage technical staff according to the requirements of works to be executed.
5. The running payment of proposed executed work may be made to the executing agency as per availability of fund and no claim whatsoever in this regard will be entertained. Provisions in Clause (s) 7, 8, & 9 contained in so far as they relate to quantum and frequencies of payment are to be treated as superseded.
6. The contractor shall do photography / video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this including reinforcement work with an identification mark.
7. The Tenderer, whose tender is accepted and after issuing Work Order, should purchase additional three copies of tender documents including relevant papers etc. at the rate as stated and formalize the contract within **15 (Fifteen) Days** from the date of issue of the Work Order, failing which action will be taken and the order will be treated as cancelled.
8. **Relevant documents** (as uploaded online) in hard copy (self attested) must be submitted in the Engineering Section before formalize the contract.
9. If the lowest rate comes to below 10 % of the estimated value then performance security @ 2.5% of the contract value should be paid in the form of Demand Draft in favour of **Commissioner, Siliguri Municipal Corporation** before the process of Formal Tender, failing which action will be taken and the order will be treated as cancelled. The same may be released after completion of the work with value of at least 80%.

10. The intending tenders may be noted that an amount equal to 1% of the contract amount will be deducted from the RA bill / final bill on account of “the building and other construction work (regulation of employment and condition of service) Act, 1996” and “The building and other construction work welfare Cess Act, 1996” apart from other statutory deductions from bills / payment due. GST, Royalty & all other statutory levy / CESS will have to be borne by the contractor & the rates in the schedule of rates are inclusive of all the taxes & CESS stated above.
11. No Adjustment of Price or Price Escalation of any kind will be allowed.
12. No Mobilisation Advance and Secured Advance will be allowed.
13. Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work), storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site.
14. Bids shall remain valid for a period not less than 120 days (One Twenty Days) from the last date of submission of Financial Bid / Sealed Bid. If the Bidder withdraws the Bid during the period of Bid validity his Earnest Money Deposit may be forfeited.
15. **Materials like Cement, Steel & Bitumen have to be supplied by the Agency.**
16. The Bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Bidder’s own expense.
17. Price per copy of the specified tenders documents [as per order No. 452-A/PW/O/10C-35/10 dt. 26-07-2011 & 137/1-A/PW/O/10C-02/14 dt.24-04-2014 of P.W.D (Accounts Branch) Govt. of W.B].
18. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Authority. The **Commissioner, Siliguri Municipal Corporation** reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at that stage of Bidding.
19. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned against Sl.No.3 and Section-A, i.e., ‘Instructions to Bidders’ before bidding.
20. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.
21. **No Conditional / Incomplete Bid / Tender will be accepted under any circumstances.**
22. If more than one bidder quoted same rate which are found lowest at the time of opening, such similar multiple rates will not be entertained / accepted by the Authority.
23. The **Commissioner, Siliguri Municipal Corporation** reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
24. During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect / manufactured / fabricated, that bid will be considered as non-responsive and out rightly rejected with forfeiture of Earnest Money and action will be taken as per IT Rule in force.
25. In case if there be any objection regarding prequalification / list of "Technically Qualified Bidders", that objection should be lodged to the **Commissioner, Siliguri Municipal Corporation** within 2 days from the date of initial publication of list of Technically Qualified Bidders and beyond that time schedule no objection will be entertained by the Authority.
26. Before issuance of the work order, the tender accepting authority may verify the credential & other documents of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is either manufacture or false in that case, work order will not be issued in favour of the bidder under any circumstances.
27. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:-
  - (a) **Notice Inviting Tender.**
  - (b) **Tender Clauses.**
  - (c) **Special terms and conditions.**
  - (d) **Technical bid.**

(e) **Financial bid.**

28. All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the work schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works
29. **The Earnest Money may be forfeited –**
- a) If the Bidder withdraws the Bid during the period of Bid validity.
  - b) In case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the agreement.
  - c) During scrutiny, if it comes to notice to the tender inviting authority that the credential or any other papers found incorrect / manufactured / fabricated.
30. **Qualification Criteria:**  
The Tender Inviting & Accepting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding:-
- a. **Experience.**
  - b. **Technical Capability comprising of personnel & equipment capability.**
  - c. **Financial Capacity.**
31. *The eligibility of a bidder will be ascertained on the basis of the attested documents digitally signed in support of the minimum criteria as mentioned in 27 (a), (b), (c) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder will be out rightly rejected at any stage without any prejudice and action will be taken as per stipulations of IT Rule in force.*
32. **Mode of Payment** : As per availability of Fund.
33. **Security ::** As the rules mentioned in Form 2911,

(i)	30% of the security deposit shall be refunded to the contractor on expiry of one year after the issuance of certificate of completion of work.
(ii)	Further 30% of the security deposit shall be refunded to the contractor on expiry of two years.
(iii)	The balance 40% of the security deposit shall be refunded to the contractor on expiry of three years.

## **SECTION – A**

### **Submission of Tenders**

#### **A.1. General Guidance for e-Tendering**

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

#### **A.2. Registration of Contractor**

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

#### **A.3. Registration of Contractor**

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

#### **A.4. Mode of Collection**

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

#### **A.5. Participation in more than one work**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

#### **A.6. Submission of Tenders**

General process of submission, Tenders are to be submitted through online to the website stated in Sl. 2 of NIT in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

##### **A.6.1. Technical proposal**

The Technical proposal should contain scanned copies of the following further two covers (folders).

##### **A.6.1.1. Statutory Cover Containing**

- i. NIT, Special Terms & Conditions in NIT, Special Specifications in NIT, if any, with all Corrigendum and Addendum, if any. (Download & upload the same Digitally Signed).
- ii. Tender form i.e. Tender clause (Download & upload the same Digitally Signed except quoting rate, quoting rate will only encrypted in the B.O.Q. under Financial Bid).

##### **A.6.1.2. Not statutory Cover Containing**

- (a) Affidavit & Form – I as stated in Sl. No. 3(v) of this NIT.
- (b) Trade License as stated in Sl. No. 3(iii) of this NIT.
- (c) Professional Tax (PT) Registration Certificate as stated in Sl. No. 3(iii) of this NIT.
- (d) PAN Card, Income Tax (IT) SARAL as stated in Sl. No. 3(iii) of this NIT.
- (e) GSTIN as stated in Sl. No. 3(iii) of this NIT.
- (f) Audited Balance Sheet as stated in Sl. No. 3(iv) of this NIT.
- (g) Registration Certificate under Company Act (If any).
- (h) Registered Deed, Article of Association & Memorandum (For Partnership Firm) (If any).
- (i) Power of Attorney (For Partnership Firm / Private Limited Company) (If any).
- (j) Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c (For Proprietorship & Partnership Firms and Company) (If any).
- (k) Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered Labour Co-Operative(s), Engineers' Co.-Operative(s).
- (l) List of machineries along with authenticated documents as stated in Sl. No. 3(vii) of this NIT.
- (m) Authenticated documents in support of Technical Personnel as stated in Sl. No. 3(ii) of this NIT.
- (n) Scanned copy of Original Credential Certificates (Work Order, Completion Certificate & Payment Certificate) as stated in Sl. No. 3(i) of this NIT.

**Note: - Failure of submission of any of the above mentioned documents (as stated under A.6.1.1. & A.6.1.2.) will render the tender liable to summarily rejected for both Statutory & Non Statutory Cover.**



#### **A.6.2. Screening Committee & Tender Evolution Committee**

- i) The **Executive Engineer**, SMC; / concern **Secretary**, SMC, **Finance Officer**, SMC and the **Assistant Engineer (AE)** under the **Commissioner, Siliguri Municipal Corporation**, will function as Screening Committee for determination technically qualified bidders.
- ii) Technical proposals will be open by the along with his authorized representative electronically from the website stated in Cl. No. 2 in this NIT using their Digital Signature Certificates (DSC).
- iii) Intending bidders may remain present if they so desire.
- iv) Cover (folder) statutory documents (vide Cl. No. A.6.1.1) should be open first & if found in order, cover (folder) for non statutory documents (vide Cl. No. A.6.1.2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- v) Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the Tender Evaluation Committee [The **Executive Engineer (EE)** / concern **Secretary**, SMC, **Finance Officer**, SMC and the **Assistant Engineer (AE)** SMC].
- vi) Uploading of summary list of technically qualified bidders will be made.
- vii) Pursuant to scrutiny & decision of the screening committee the summary list of eligible bidder & the serial number of work for which their proposal will be considered & will be uploaded in the web portals.
- viii) During evaluation the Screening Committee may summon any of the bidders & seek clarification / information or seek additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

#### **A.6.3. Financial proposal**

- i. The financial proposal should contain the following documents in one cover (folder) i.e. **Bill of Quantities (BOQ)**. The bidder shall quote their rate (percentage Above / Below / At Par) over the total estimated cost of the intended job online through computer in the space marked for quoting rate in the BOQ.
- ii. Only downloaded copies of the above documents are to be uploaded virus Scanned & Digitally Signed by the bidder.

#### **A.7. Penalty for suppression / distortion of facts**

Submission of false document by bidder is strictly prohibited & if found bid will be considered as non-responsive and out rightly rejected with forfeiture of Earnest Money and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

#### **A.8. Rejection of Bid**

The tender inviting authority reserves the right to accept or reject any Bid and / or 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 / Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action from tender inviting authority.

#### **A.9. Opening of Financial Bid**

A.9.1. Financial proposals will be open by the **Commissioner, Siliguri Municipal Corporation** along with his authorized representative electronically from the website stated in Cl. No. 2 in this NIT using their Digital Signature Certificates (DSC).

A.9.2. After opening of Financial Bid, if situation demands, **Commissioner, Siliguri Municipal Corporation** may call off-line Open Bid among the Qualified Bidders to lower down the offered rate further.

#### **A.10. Award of Contract**

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority. The notification of award will constitute the formation of the Contract

**SECTION – B**

**AFFIDAVIT**

**(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 for the work of NIT No ***NIT-15/WBMAD/SMC/PW/17-18*** are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection / claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm \_\_\_\_\_ nor any of constituent partner had been debarred to participate in tender by the Siliguri Municipal Corporation (SMC) during the last 5 (five) years prior to the date of this NIT.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and / or as requested by the Authority 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 Authority.
5. Certified that I have applied in the tender in the capacity of individual / as a partner of a firm & I have not applied severally for the same job.

\_\_\_\_\_  
**Signature of the declare ant identified by me**

\_\_\_\_\_  
**Signature of Advocate**

\_\_\_\_\_  
**Seal & Signature of Notary**



**SECTION – B**

**FORM - I**

1. Name of applicant	::	<hr/>
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2. Office Address	::	<hr/>
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3. Contact No.	::	<hr/>
4. Fax No.	::	<hr/>
4. e - mail Address	::	<hr/>

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Signature of applicant

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Full Name

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Date

## 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 in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any.
- (ii) Latest edition of the book published for the specification of various works.

#### **C.2. 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 those 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.3. 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 however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have arrange at his own initiative so that progress of work would not hamper and no claim whatever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

#### **C.4. Contractor’s Site Office**

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

#### **C.5. Incidental and other charges**

The cost of all materials, hire charges to Tools and plants, labour, Corporation / Municipal Fees for water supply, Royalty on road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling chargers, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also Sales Tax (Central and / or State), Income Tax, Octroi Duty / Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-charge of the work. No extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

#### **C.6. Authorized Representative of Contractor**

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

- a) General day to day management of work.
- b) To give requisition for Departmental materials, Tools & Plants etc., if any, to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

The selection of the authorized representatives shall be subject to the prior approval of the concerned Engineer-in-Charge and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorized for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall not be bound to assign any

reason for his revised directions. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.

#### **C.7. Power of Attorney**

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

#### **C.8. 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. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate.

#### **C.9. Contractor's Godown**

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately to remove from the site by the contractor as per directed of the Engineer-in-Charge.

#### **C.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 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.11. Use of Government Land**

Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-charge will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority. The contractor shall make his own arrangements for storage of tools, plant, equipments; materials etc. of adequate capacity and shall clear and remove on completion of work and shed, huts etc. which he might have erected in Government and. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

#### **C.12. Royalty**

As per prevailing government notification the Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, moorum, gravel, earth etc. to the Engineer-in-charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorized quarry holder or commercials establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Engineer-in-Charge failing which necessary deduction from the dues of the contractor may be made as fixed by the Engineer-in-Charge.

#### **C.13. Work Order Book**

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order Book to Assistant Engineer, SMC Concerned, who is authorized to receive and keep in custody the Work Order Book on behalf of the Engineer-in-Charge. The Work Order Book shall be kept at the site of work under the custody of Assistant Engineer, SMC or his authorized representative. The Work Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorized representative may take away the triplicate page of the Work Order Book for his own record and guidance.

Cases of supplementary items or of claims may not be entertained unless supported by entries in the Work Order Book or any written order from the Tender Accepting Authority.

The first page of the Work Order Book shall contain the following particulars:

- a) Name of the Work.
- b) Reference to contract number.
- c) Contractual rate in percentage.
- d) Date of opening of the Work Order Book.

- e) Name and address of the Contractor.
- f) Signature of the Contractor.
- g) Name & address of the Authorized representative (if any of the contractor authorized by him).
- h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor.
- i) Signature of the authorized representative duly attested by the Contractor.
- j) Signature of the Assistant Engineer, SMC concerned.
- k) Date of actual completion of work.
- l) Date of recording all intermediate & final measurement.

#### **C.14. Clearing of Materials**

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer- In-Charge. Total length (in case of road project) shall be demarcated by proper chaining along with fixing post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of Engineer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

#### **C.15. Sundry Materials**

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

#### **C.16. Supplementary / Additional items of Works**

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

- (a) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D. schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of preparation of the estimate.
- (b) In Case, extra items do not appear in the above P.W.D. Schedule of Rates, such items for the works shall be paid at the rates entered in the P.W.D. Schedule of Rates for the working area enforce at the time of preparation of the estimate.
- (c) 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.

Black-market rates or unbalanced market rates shall never be allowed.

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

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

#### **C.17. Covered up works**

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

#### **C.18. 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.

#### **C.19. Water and energy**

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in different stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

#### **C.20. Road opened to traffic**

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programmed work must be as adjusted as would not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such injury or accident, if so happens, as per opinion of the Engineer-in-Charge, due to contractor's fault in compliance with any of such obligations.

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

#### **C.21. 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.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 shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dress up and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.

#### **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 towards 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. would be entertained under any circumstances.

#### **C.26. 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 kind 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.27. 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.28. 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.29. 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 Commissioner, SMC 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.30. 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.31. 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.32. 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.33. 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.34. 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.35. 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.36. 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.37. 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.38. 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.39. Implied elements of work in items**

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

#### **C.40. 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.41. 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.42. 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 Authority. 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.43. 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.44. Additional Conditions**

A few additional conditions under special terms and conditions:

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.
2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.
3. **In order to make the local people aware, a permanent concrete board (in case of road schemes) or embedded metal/stone plaque (in case of construction of buildings, boundary wall, bridge, culvert, drinking water facility etc.) displaying the following facts should be erected / embedded:**
  - a) Name of the Hon'ble M.L.A. and source of fund;
  - b) The Name of the Project Implementation Agency;
  - c) Fund utilized for the scheme;
  - d) Date of completion of the scheme; and
  - e) Physical achievement of the scheme.**The cost of the same may be borne out of the contingency part of the estimated amount of the scheme.**
4. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.
5. Deep excavation of trenches and left out for days shall be avoided.
6. Labour welfare CESS will be deducted @ 1(one) % of value of the works after inclusion of GST as per rule.
7. The whole work will have to be executed as per drawings supplied by Authority available in this connection at the tender rate.
8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
9. In accordance with the GST act, 2017 necessary GST will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

#### **C.45. Payment of Bills**

As mentioned in clause 5 of this NIT.

#### **C.46. Arbitration**

There shall be no provision of Arbitration. Hence Cl. 25 of 2911 (ii) is omitted vide notification no 558 / SPW dt. 13.12.2011 of Secretary, to the Govt. of West Bengal.

#### **C.47. Price Adjustment OR Price Escalation**

As mentioned in Cl. 11 of this NIT.

### **SECTION – D**

#### **Technical Specification for Works**

##### **D.1. Name of Work**

As per mentioned in the tender notice

##### **D.2. Site Condition**

The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender. No interruption in works due to any site condition shall be engaged as to complete the work in time. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing would be entertained under any circumstances beyond the respective tendered provisions.

##### **D.3. Preliminaries**

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

Night Guard e.g. 'Chowkidar' for watching the barrier etc. shall also be maintained by the Contractor to give due warning to road users specially at night.

##### **D.4. Specifications & Mode of execution**

Unless otherwise stipulated specifically all the item of works are to be done as per relevant sections, general conditions and general guideline

Sd/-

**Commissioner**

Siliguri Municipal Corporation

**Copy to:** With request to display in their Notice Board.

- 1) Mayor, Siliguri Municipal Corporation.
- 2) D.M., Darjeeling.
- 3) D.M., Jalpaiguri.
- 4) MMIC (PWD).
- 5) S.D.O., Siliguri.
- 6) Secretary, Siliguri Municipal Corporation.
- 7) Executive Engineer, Siliguri Municipal Corporation.
- 8) Finance Officer, Siliguri Municipal Corporation.
- 9) All Borough Chairman/ Chairperson.
- 10) Assistant Engineer, Siliguri Municipal Corporation.
- 11) Cashier, Siliguri Municipal Corporation.
- 12) Notice Board.
- 13) Guard File.

Sd/-  
**Commissioner**  
Siliguri Municipal Corporation