

**SILIGURI MAHAKUMA PARISHAD**3, HAREN MUKHERJEE ROAD, HAKIMPARA
NEAR KANCHANJUNGHIA STADIUM, SILIGURI-734001

Phone-0353-2523301/0353-2433175, Fax 0353-2433997, Mail Id : aeo-slg@nic.in / secsmplsg@rediffmail.com

NOTICE INVITING ELECTRONIC TENDER NO. 09-DE/SMP/2023-24(2nd call)

On behalf of Siliguri Mahakuma Parishad, the following tenders are invited by the undersigned for the work mentioned in the table below through electronic tendering (e-tendering). The intending tenderers may visit the Website, namely – <http://wbtenders.gov.in> for the tender notice & other details and submission of bid will be through the site <http://wbtenders.gov.in> only.

Table – I : List of work

Sl. No.	Name of the work	Amount put to tender (In Rs.)	Earnest Money (In Rs.)	Period of Completion	Defect Liability Periods	Eligibility of Contractor.
1	2	3	4	5	6	7
1	Construction of Semi Metal road from 1 no. line to Adalpur line at Champta within Patharghata GP under Matigara Block	13,22,200/-	26,444/-	30 days	1 year	i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 30% of the estimated amount put to tender during 5(Five) years prior to date of issue of this tender notice; or (ii) Intending tenders should produce credentials of 2(Two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(Five) years prior to the date of issue of the tender notice; or (iii) Intending tenderes should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above, In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency i.e. the tenderers.
2	Construction of Semi Metal road from Kalimandir to Railgate at Sukna Sansad under Matigara Block	11,66,858/-	23,337/-	30 days	1 year	

1. For e-tendering, intending tenderers may download the Standard Bidding Documents/Tender Documents from the said website directly with the help of Digital Signature Certificate.

2. Prior to bid submission, bidders must carefully read all the clauses laid in the Standard Bidding Documents which are binding and final. Some silent points are incorporated in NleT. **Documents are to be uploaded in two separate folders. One of the folders shall contain documents for Technical Bids and another folder for other documents. No unnecessary documents which are not related with this tender to be uploaded. Only the**

relevant documents as mentioned in essential criteria must be uploaded. Any other documents which may mislead the Tender Selection committee to be avoided with best efforts by the bidder, otherwise this may lead to the cancellation of candidature of the bidder. In this case, the decision of TSC is final and binding.

3. Submission of Earnest Money Deposit-

Earnest Money as mentioned in above table (2% of amount put to tender) should be deposited online with the payment gateway of ICICI bank. A Bidder desirous of taking part in the tender shall login to the e-procurement portal of Govt. of West Bengal i.e. <http://wbtenders.gov.in> using his/her login ID and Password.

Intending Bidder will select the tender to bid and initiate payment of pre-defined EMD as stated for that tender by selecting from either of the following payments mode:

Net Banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;

RTGS/NEFT in case of offline payment through bank account in any Bank.

This is as per F.D.Order No. 3975-F(Y), dated: 28.07.2016, read with No. 5688-F(Y), dated: 03.11.2016 of Finance Department, Govt. of West Bengal.

4. Refund of Earnest Money:

The Earnest Money deposited by a successful Tenderer will be refund after completion of work in all respect.

5. Deduction of Security Deposit and Release of Security Deposit.

The security deposit @ 3 % of the bill value will be deducted from the bill at the time of payment. No interest On Security Deposit will be paid by the tender accepting authority.

S.D. will be released 100% after defect liability period from the date of completion of the work.

6. Additional Performance Security :

The Additional Performance Security shall be obtained and released from successful bidder, if the accepted bid value is more than or equal to 20% less than the estimated amount put to tender, vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal. (Annexed-C)

Both Technical Bid & Financial Bid should be submitted in Technical & Financial Folder concurrently duly digitally signed by the Tenderer only through <http://wbtenders.gov.in>.

Original copy of all documents have to be submitted on demand by bidder at the time of Scrutiny of Technical Bid otherwise tender will summarily be rejected.

Any Typographical mistake if found in BOQ, s will be corrected and adjusted as per the vetted estimate during execution of work. The same is applicable in Standard Bidding Documents/Notice also which may be corrected within the validity of the tender period.

Eligibility criteria for participation in tender : Credential Certificate as mentioned in the col. 7 (eligibility of contractor) of the table in page 1 :

APPLICABILITY:-

(i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5(Five) years prior to date of issue of this tender notice; or

(ii) Intending tenders should produce credentials of 2(Two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(Five) years prior to the date of issue of the tender notice; or

(iii) Intending tenderes should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above, In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency i.e. the tenderers.

(iv) Uploaded documents of valid successful bidders may be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required. In this case, prior notice to be delivered to the valid bidders in due course.

(v) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

(a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).

(b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

(c) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

(vi) Bid of any Black listed bidder will be rejected.

(vii) The engaged contractor will have to get registered under BOCW (RECS) act and shall have to contribute towards " The West Bengal Building and other Construction Workers' welfare fund" @ 1% (One percent) of the gross amount of the work by way of deduction from Running and /or final bill.

Credential Certificate should contain) i) Name of Work, ii) Date of Commencement, iii) Date of Completion, iv) Reference NIT and Work Order, v) Name of Issuing Organization, vi) Gross Bill Amount Paid till date.

Credential /Payment certificate should always be supported by BOQ/ Estimate.

Irrelevant documents /fake documents may lead to cancellation of candidature of bidder.

Criteria for Participation : (Check list)

All Categories of Prospective tenderers shall have to submit Valid and up to date :

- a. P.Tax receipt challan for the year 2023-24
- b. I.Tax Return acknowledgement receipt of last year (AY-2021-22/2022-23)
- c. PAN Card issued by I.T deptt.
- d. Bank Challan receipt of EMD (Scanned copy)
- e. Voter ID Card /Adhar card.
- f. Valid Trade License of current year i.e. for 2023-24.
- g. GST Identification No.
- h. Registered Partnership Deed in case of partnership firm .
- i. Registration certificate & current bye-law duly approved by the concerned authority in case of Un-employed Engineers & Labour Co-operative Societies Ltd. (Power of attorney to be uploaded)
- j. Relevant order(s) in respect of exemption of EMD in case of Un-employed Engineers & Labour Co-operative Societies Ltd. Should be uploaded if they will to get exemption from submission of EMD. (Power of attorney to be uploaded)
- k. Employees Provident Fund Registration Certificate with Current Challan i.e. challan for the previous month from the date of publishing of notice(for the work value of Rs. 20 lakhs or above).
- l. Audited Report of last Three years – furnishing Financial Statement and Balance Sheet (in case of work value more than 30 lakhs or above).
- m. Credential Certificates/Payment certificates (Signed by Competent Authority)/self attested 26AS to be uploaded in support of Turnover. The turnover will be indexed at the rate of 8 percent simple interest for a year.
- n. Notaried Affidavit in non judicial stamp paper regarding non employment of any Government official under him, deployment of machineries, laboratory equipment; technical personnel, correctness of certificates, and investment of minimum cash up to 30% of estimated cost etc. as per Annexure-A.
- o. Letter head of the agency/contractor containing Name addresses and contact details. During the currency of the project and after completion if the address of the agency/contractor changes, it will be the responsibility of the contractor to intimate the authority regarding such changes.
- p. Contractor should have to ensure the engagement of JOB CARD holders as unskilled workers for execution of awarded work/s.
- q. Man Power (applicable for the work value of Rs. 30 lakhs or above) : Bidder should submit the relevant documents like engagement letter/certificate in favour of technical personnel as mentioned below :

Technical Personnel	Number (at least)	Experience in Road works, RCC works etc.
A. Diploma Holder in Civil engineering	1 (one)	At least 1 (one) years in construction in the similar works
B. Supervisor (Minimum Qualification H.S.)	1 (one)	-do-

Document of Tools and Machinery:

1. (For C.C.work of value 20 lakhs or above) :The agency will have own / lease machine e.g.i) Mixture machine,ii) Plate Vibrator, iii) Lab.Equipments (Sieve, Cube Test Mould, Core Cutter) etc. Agreement between lessee and lessor along with valid bill/ challan in favour of lessee should be uploaded separately for each work site as laid in the notice.

2. (For Bituminous road work of value 20 lakhs or above) :The agency will have own / lease machine e.g. i) Hot-Mix machine,
etc. Agreement between lessee and lessor along with valid bill/ challan in favour of lessee should be uploaded separately for each work site as laid in the notice.

Lease period of machineries should match with completion period of the work as mentioned in the notice. In case of time extension (if granted) the lease period of the machinery to be enhanced according with fresh agreement

Current Bank Solvency (100% of amount put to tender) issued by any Nationalized Bank after publication date of notice in the following manner (proforma) mentioning name of work and name of bidder as given below:-

This is to certify that (Name of bidder) is a reputed company with a good financial standing. If the contract for the work namely (Name of work) is awarded to the above firm , we shall be able to provide over draft / credit facilities to the extent of RS (100% of work value) to meet their working capital requirement for executing the above contract, provided that this fulfils the terms and conditions of credit facility. (in form of Annexure-B)

Declaration of non-Blacklisting (For all Serial nos of works).

Affidavit/Undertaking on a stamp per of Rs. 10.00 with Notary stating statement as per Annexure-A

A company shall furnish the Article of Association and Memorandum.

As per G.O. No. 4608-F(Y) dated.18th July,2018 of the Additional Chief Secretary to the Govt. of West Bengal, Finance Department, Audit Branch, Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender (i.e. accepted bid value is more than 20% less than the amount put to tender)The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary action as per NleT like blacklisting of the contractor, etc. may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

Deduction of Income tax, GST, Construction Workers' Welfare Cess, P.Tax etc. will be made at Source in accordance with the existing rules/orders.

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 accepted work under this Nle-T.

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

Bids shall remain valid for a period of 90 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 without assigning any reason thereof. No interest on the deposited Earnest Money shall be allowed if the said bid is cancelled.

Each Bidder shall submit only one bid for one work. A Bidder who submits more than one Bid for one work will cause the proposals with the Bidder's participation to be disqualified.

Date & time Schedule:

Sl. No.	Particulars	Date & Time (as per server clock)
1	Published Date of Notice	24.08.2023
2	Start Date of downloading / submission bid online	24.08.2023 from 12:30 p.m.(server clock)
2	Last date of submission of bid (online)	06.09.2023 (server clock)
3	Opening date of Technical Bid	08.09.2023 at 3:00 p.m.
4	Date of Scrutiny of Technical Bid(Off line)	To be intimated in due time
5	Opening date of Financial Bid (Online)	
6	Date of Scrutiny of Financial Bid(Off line)	

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

A tenderer may visit the site of works and its surroundings of his own cost in order to prepare bid for its submission. No cost of Bidding shall be reimbursable by the SMP 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.

The willing tenderers may only remain present at the time of evaluation of Technical & Financial Bid in presence of Tender Selection committee.

The Siliguri Mahakuma Parishad reserves the right to cancel the N.I.T due to unavoidable circumstances and no claim in this respect will be entertained.

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.

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 favour of the tenderer if it is found on verification that such document submitted by him is either manufactured or fabricated, etc.

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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 favour of the tenderer if it is found on verification that such document submitted by him is either manufactured or fabricated, etc.

There shall be no provision of Arbitration.

Priority of Documents : The documents forming the contract are to be taken as mutually explanatory of one another. For purpose of interpretation, the priority of the documents shall be in accordance with the following sequence.

- a. Form No. 2911
- b. Notice to Proceed with the works;
- c. Letter of acceptance;
- d. Notice Inviting Tender
- e. Special Conditions of Contract and General Conditions of Contract (as per Form 2911)
- f. Specifications;
- g. Drawings;
- h. Bill of Quantities; and
- i. Any other document listed in the Contract Data as forming part of the Contract.

DEFECT LIABILITY PERIOD:-

The Agency will be liable to maintain the work at the service level to the entire satisfaction of the Engineer-in-charge at his own cost for a period as mentioned in col.6 of Table-1 (list of works) from the date of successful completion of the work. If any defect/damage is found during the period as mentioned above, Contractor shall make the same in good condition at his own cost as per specification. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit or in default, the Engineer-in-charge may cause the same to be made good by other

workmen and deduct the expense (of which the certificate the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contract or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof.

28. Rejection of BID

The Employer (Tender Accepting Authority) reserves the right to accept or reject any Bid and to cancel the 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.

Any intending bidder who have failed to execute any contract under this organization & was terminated by any Sub-clause of tender form or terminated under any clause of Standard Bidding Document by the Engineer-in-Charge /Employer during last 3 (three) years, action will be taken against him by the SMP authority as deem fit.

Tender Selection Committee.

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

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

The Successful Tenderer will have to submit duly filled up Tender Form /SBD (Downloading from Notice/website) which will be issued from this office along with BOQ within 7 (Seven) days from the date of receipt of LOA with depositing Processing Fee as prescribed in LOA. Failure to do so will be liable to Termination /Rejection of Tender with forfeiture of EMD without any reference to the contractor. The Assistant Cashier, Siliguri Mahakuma Parishad, will receive Processing fee as mentioned in LOA & simultaneously issue Formal tender paper to the successful tenderer.

Scrutiny of Technical Bids (Off line) & Scrutiny of Financial Bids (Offline) will be held at the A.C. Meeting Hall (1st Floor) at the Office of the SMP.

The results of the technical evaluation shall be made public on e-procurement systems following which there will be a period of 48 hrs during which any bidder may submit **complaint** which shall be considered for resolution before opening the financial bid.


29. Penalty for delay execution of work :

In case of delay from the stipulated time of completion as mentioned in notice without any valid reason, the agency is liable to be terminated with prior notice to him or a certain amount of payment to be deducted from the progressive or final bill or any other action like blacklisting, forfeiture of EMD which will be decided in the board meeting of SMP as deem fit. Here the decision of SMP authority is final and binding.

This is a time based project, Utmost Care to be taken to complete the work within the stipulated period as mentioned in the notice.

30. **Geo-Tagging** : The work to be Geo-tagged in three phases viz. Before start the work, during execution of work and after completion of the work. So, 3 to 4 Photographs of good qualities in each stage to be taken and to be uploaded in respective portal. Therefore the agency should co-ordinate with the Engg. in-charge time to depicting the phase wise progress of the work so that the Geo-tagging can be taken up smoothly.

No bill will be raised without Geo-tagging.


District Engineer
Siliguri Mahakuma Parishad

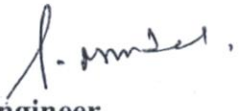
Memo No: 1333/1(22)/XIII-1/SMP

Dated: 23/08/23

Copy forwarded for information and taking necessary action to:-

1. The Sabhadhipati, Siliguri Mahakuma Parishad
2. The Sahakari Sabhadhipati, Siliguri Mahakuma Parishad
3. The Executive Officer, Siliguri Mahakuma Parishad & District Magistrate, Darjeeling
4. The Addl. Executive Officer, Siliguri Mahakuma Parishad
5. The Addl. District Magistrate (Dev.), Darjeeling
6. The Secretary, Siliguri Mahakuma Parishad
7. The Sub Divisional Officer, Siliguri.
8. The Executive Engineer, Siliguri Mahakuma Parishad.
9. The F.C. & C.A.O., Siliguri Mahakuma Parishad.

10. The ADS ,SiliguriMahakumaParishad
11. All members of Siliguri Mahakuma Parishad.
12. The Block Development Officer & Executive Officer, Matigara/Kharibari/Naxalbari/Phansidewa Block & PS
13. All Assistant Engineers of Siliguri Mahakuma Parishad.
14. All Sub Assistant Engineers of Siliguri Mahakuma Parishad.
15. Sri Writtom Das, DIA / Sri Anindya Ghatak, Computer Assistant, Statistical Cell, SiliguriMahakumaParishad with a request to take all steps for Uploading ,Opening Technical Bid & Financial Bid etc. of this notice consultation with the undersigned. They also requested to submit a certificate of proper and errorless uplodation of the said notice to the undersigned and submitted necessary soft/hard copies to the District Engineer/Executive Engineer, Siliguri Mahakuma Parishad for finalization of tender. Utmost care should be taken as per norms & any query regarding web site vision or any other matter related to web publication be instantly attended to.
16. Sri D.N.Das, UDA- requested to take necessary steps in preparation of bid evaluation sheet and to act dealing assistant for the concerned file.
17. Sahaj Tathya Mitra Kendra, SMP, with a request to publish the notice in the SMP website.
18. Office Notice Board.
19. TenderFile.


District Engineer
SiliguriMahakumaParishad

Additional terms and conditions

C.1. Approval of Sample:

Samples of all materials as directed by the EIC 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.2. 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.3 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.4 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.5 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.6 Testing of qualities of materials & workmanship:

Engagement letter towards technical person to be uploaded. Relevant certificates for technical person should also be uploaded.

C.7 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.8 Rejection of materials:

All materials brought to the site must be approved by the Engineer-In-Charge or his authorized representative not below the rank of Assistant Engineer. Rejected materials must be removed by the Contractor from the site replacing by the approved materials as per specification within 24 hours. 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 necessary deduction will be made from his bill. The contractor shall not be entitled to claim for any loss or damage of that account.

C.9 Specification of work & Methodology:

Specification and methodology of works shall be as given in the Specification of relevant IS Code.

General terms and conditions

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.

2. Definition of Engineer-in-Charge and Department:

The word "Engineer-in-Charge" means the Executive Engineer/ District Engineer, Siliguri Mahakuma Parishad. The word "Department" appearing anywhere in the tender documents mean Siliguri Mahakuma Parishad.

3. Terms & Conditions in extended period:

The extended time for completion of work allowed by the Engineer-in-charge/ SMP authority for cogent reasons will automatically revalidate the tender to the extended period with all the same terms and conditions.

4. 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 Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorized for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revise 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.

5. The credential should be in the same name & style of the intending tenderer only, and not in the name and/or style of any of the Partner(s).

6. The prospective bidders shall provide information and documents of evidence of ownership of major items of construction equipments or evidence of arrangement of possessing them on hire/lease/buying as defined there in.

7. The successful bidder shall establish field testing laboratory equipped with requisite instruments in conformity with relevant code of practice and technical staff according to the requirement of works.

8. The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one Civil Engineering Degree holder and two Civil Engineering Diploma holder (Authentic documents in respect of their names and qualification shall have to be submitted).

9. Insurance:

9.1 The Contractor at his cost shall provide "CONTRACTORS ALL RISKS INSURANCE" cover, in the joint names of the Employer and the Contractor, from the Start Date to the date of completion, on the amounts of full contract price in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Plant and Machineries including laboratory equipments;
- b) Loss of or damage to works executed and materials procured for the work;
- c) Loss of or damage to contractors own property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.
- e) Third party liability.

9.2 Scope of the insurance shall be covered by fire, lighting, natural calamities, explosion, impact, flood, inundation, storm, earthquake, subsidence, landslide, theft, burglary, R & S and terrorist damage.

9.3 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

9.4 (a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks: Personal injury or death.

9.4 (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval. All such insurance shall provide for compensation to be payable in Indian Rupees.

9.5 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

9.6 Both parties shall comply with any conditions of the insurance policies.

10. All the related documents are to be produced IN ORIGINAL to this office as and when asked for.

11. Evaluation and Comparison of Bids:

If the Bid of the successful Bidders is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer which shall be final, binding and conclusive on the bidder.

12. Dispute Redressal System:

12.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, so earmarked or Chief Engineer, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon

the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

12.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee if the amount appealed against exceeds rupees one lakh.

12.3 The composition of the Empowered Standing Committee will be: I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Joint Secretary to the State Government;

II. One official member not below the rank of Chief Engineer; and

III. One non-official member who will be technical expert of Chief Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.

12.4 The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the contractor can approach the appropriate court for the resolution of the dispute.

13. 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 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.

14. Covered up works:

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

15 Serviceable Materials:

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

16. Unserviceable Materials:

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

17. 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.

18. 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.

19. 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.

20 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.

21 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.

22. 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 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.

23 Safeties, 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.

24 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 during the rest execution period.

25 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 from his bill.

26. 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.

27. 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.

28. Issue of Departmental Materials:

Departmental materials will not be issued under any circumstances.

29. Force Closure:

In case of force closure or abandonment of the works for any unforeseen reason declared only by the Department, the contractor will be eligible to receive payment for the finished work only but not for any losses.

30. Tender Rate:

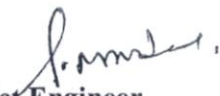
The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of item of works as specified in BOQ which is based on the drawing and design prepared by the Department. If variations become necessary due to design consideration as per actual 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.**

31. 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.

32. Additional Conditions: A few additional conditions are as follows:

- 33.1 Rate quoted shall be inclusive of GST, Income Tax and all other duties, if any.
- 33.2 Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.
- 33.3 The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
- 33.4. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
- 33.5. GST will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.
- 33.6 Security Deposit Money @ 3% will be deducted from the bills.


District Engineer
Siliguri Mahakuma Parishad

ANNEXURE-A**SAMPLE FORMAT OF AFFIDAVIT (To be submitted in Non-Judicial Stamp Paper and to be Notarised)**

I, Sri....., S/o Sri..... aged..... years, Residing at..... Proprietor/Partner/Director of....., do hereby solemnly affirm and declare in connection with Construction of road from is as follows :

1. That I, the undersigned do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief. If any kind of deviation/ manipulation in this record is identified, I have no objection to treat me as unsuccessful bidder and rejected thereafter. I have also no objection to be **black listed** in such situation and to make legal proceedings against me as per law.”
2. That the undersigned also hereby verifies that neither any near relations of staff and officers of the department nor any retired gazetted officers are in our employment.
3. The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the department to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance 90 days from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek references from the bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments/ apparatus to conduct the various tests on soil, aggregates and cement, concrete to maintain the quality at site. We will upkeep the laboratory set-up in good condition of the project.
9. We would deploy at site all necessary technical personnel for efficient contract management and supervision of works to the full satisfaction of the Engineer in Charge with a view to achieving best quality of works at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document to the full satisfaction of the Engineer in Charge to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
11. Any departure whatsoever in any form will be considered as breach of contract. In such situation the department at his liberty may withhold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us; nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department. I/we have not Black Listed by any Govt./Semi Govt. organization/Corporation at any stage.

ANNEXURE-B

**SAMPLE FORMAT FOR BANK CREDIT CERTIFICATE
(BANK LETTER HEAD WITH ADDRESS)**

BANK CERTIFICATE

This is to certify that ----- is a reputed company with a good financial standing.

If the contract for the work, namely, _____ (Tender No. & Name of work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract provided that this fulfils the terms and conditions of credit facility.

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank _____

Stamp of the Bank

ANNEXURE-C

BANK GURANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To
 The District Engineer
 Siliguri Mahakuma Parishad
 Siliguri, Dist. Darjeeling

	Account Details
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS [NAME AND ADDRESS OF CONTRACTOR] (here after called "The Contractor") has undertaken , in pursuance of to execute..... (hereinafter called "The Contract").

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract.

AND WHEREAS we (indicate the name of the bank branch) have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor , up-to a total of Rs..... [amount of guarantee].....(in words). We undertaken to pay you, upon your first written demand and without cavil or argument, a sum within the, limits of

[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein to the above beneficiary bank account.

We(indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We(indicate the name of the bank & branch) further agree to pay to you any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present guarantee is absolute and unequivocal.

The payment / so make by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents, which may be made between you and the contractor, shall, in anyway, release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We, (indicate the name of the bank & branch) also undertake not to revoke this guarantee except with your prior written consent.

The Guarantee shall be valid up to It comes into force with immediate effect and shall remain in force and valid for a period of (Construction period claim period of six months). Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rs.....) and unless a claim in writing is lodged with us within the validity period of this Guarantee, i.e. up to , all our liabilities under this Guarantee shall cease to exist.

Signed and sealed this

day of 20.....at

SIGNED, SEALD AND DELIVERED
For and on behalf of the BANK by

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES :

- (i) The bank guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

.....**END**.....