

**SILIGURI MAHAKUMA PARISHAD**  
**3, HAREN MUKHERJEE ROAD, HAKIMPARA**  
**NEAR KANCHANJUNGA STADIUM, SILIGURI-734001**  
 Phone-0353-2523301/0353-2433175, Fax 0353-2433997

**NOTICE INVITING e-TENDER**

**NOTICE INVITING ELECTRONIC TENDER NO.05-DE/SMP/2020-21**

On behalf of SiliguriMahakumaParishad, the following tenderis 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.

Sl No.	Name of the work	Amount put to tender (in rupees)	Earnest Money (in rupees)	Period of Completion	Eligibility of Contractor.
a	b	c	d	e	f
1	Construction of Community Hall at Matigara Block, (Fulbari Patan, Fulbari busty, P.O. New Chamta, Patharghata G.P.) under Siliguri Mahakuma Parishad, Siliguri.	33,92,027.00	67,841.00	365 days	<p>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</p> <p>(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;</p> <p>or</p> <p>(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</p> <p>and</p> <p>(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</p> <p>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.</p>

1. For e-tendering, intending tenderers may download the tender document from the said website directly with the help of Digital Signature Certificate.
2. **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:
  - i) Net Banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
  - ii) 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.
3. **Refund of Earnest Money:**  
 The Earnest Money deposited by a successful Tenderer will be refund after completion of work in all respect.
4. **Deduction of Security Deposit:**  
 The security deposit @ 10% 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.
5. **Release of Security Deposit:**  
 At the time of payment 10% of the bill value will be deducted to form Security Money for performance of work and the same will be released as per clause-21 after the security period is over against the application from the contractor.
6. Both Technical Bid & Financial Bid should be submitted in Technical & Financial Folder concurrently duly digitally signed by the Tenderers only through <http://wbtenders.gov.in>.
7. 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.
8. Any Typographical mistake if found in BOQ, s will be corrected and adjusted as per the vetted estimate during execution of work.

**Eligibility criteria for participation in tender:**

a) **APPLICABILITY:-**

i) **APPLICABLE FOR 1<sup>st</sup> Call**

- a) 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
- b) 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;
- c) 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.

**(Credential Certificate should contain) 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).**

- ii) All Categories of Prospective tenderers shall have to submit Valid and up to date
  - a. P.Tax receipt challan for the year 2019-20
  - b. I.Tax Return acknowledgement receipt (AY-2018-19/19-20)
  - c. PAN Card issued by I.T deptt.
  - d. Bank Challan receipt of EMD

- e. Voter ID Card (optional)
- f. Valid Trade License of current year i.e. for 2019-20)
- g. GST Identification No.
- h. Registration certificate & current Bye-Laws duly approved by the concerned Authority in case of Un-employed Engineers & Labour Co-operative societies Ltd.
- i. Registered Partnership deed in case of partnership firm

iii) Joint venture will not be allowed to participate in the above NIT

iv) A Company shall furnish the Article of Association and Memorandum

1. 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 NIT.
2. Deduction of Income tax, GST, Construction Workers' Welfare Cess, P.Tax etc. will be made at Source in accordance with the existing rules/orders.
3. As per G.O. No. IT-06/2017/444-R/PL dt.18.04.2017, the Additional Performance Security in form of Bank Guarantee @10.00% of the tendered amount for the said work shall be obtained from the successful bidder, if the accepted bid value is more than 20% less than the amount put to tender, from the successful bidder having own prime machineries for construction of road works as detailed in Annexure -I of the said G.O. If the successful bidder not having ownership of any of the prime machineries as stated above, the Additional Performance Security shall be obtained from the successful bidder if the accepted bid value is more than 20% less than the amount put to tender. If the bidder fails to produce Additional Performance Security within 07 working days from the date of issuance of Letter of Acceptance his Earnest Money will be forfeited and his candidature in the said tender will be treated as cancelled. The Additional Performance Security shall be returned immediately after successful completion of the work.
4. Neither any Mobilization Advance nor any Secured Advance will be allowed.
5. Bids shall remain valid for a period of 180 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.
6. Machinery: - The agency will have own / lease Mixture Machine with Hopper, middle vibrator & Plate Vibrator. Hand Mix Concrete is strictly prohibited.
7. In case Road Construction/Repairing Works, Roller must be procured from Siliguri Mahakuma Parishad on submission of requisition addressed to Additional Executive Officer, Siliguri Mahakuma Parishad. If roller is not available in Siliguri Mahakuma Parishad, only then it may be procured from outside.
8. **Date & time Schedule:**

Sl. No.	Particulars	Date & Time
1	Start date of downloading of documents (online)	19.08.2020 from 11.00a.m.
2	Start date of submission of bid (online)	19.08.2020 from 12.00 Noon
3	Last date of downloading of documents (online)	01.09.2020 up to 6.30 p.m.
4	Last date of submission of bid (online)	01.09.2020 up to 11.30 p.m.
5	Opening date of Technical Bid	03.09.2020 at 2.00 p.m.
6	Date of Scrutiny of Technical Bid (Off line)	08.09.2020 at 2.00 p.m.
7	Opening date of Financial Bid (Online)	08.09.2020 at 3.00 p.m.

9. Financial bids of those tenderer who qualify in technical bid will only be opened. **Dates, if changed, due to un-avoidable circumstances, will be published in the said websites and the office notice board only without any individual intimation.**
10. A tenderer may visit the site of works and its surroundings of his own cost in order to prepare bid for its submission.

1. 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.
12. The willing tenderers may only remain present at the time of evaluation of Technical & Financial Bid in presence of Tender Selection committee.
13. **The SiliguriMahakumaParisad reserves the right to cancel the N.I.T due to unavoidable circumstances and no claim in this respect will be entertained.**
14. 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.
15. 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.
16. **The SiliguriMahakumaParisad reserves the right to cancel the N.I.T due to unavoidable circumstances and no claim in this respect will be entertained.**
17. A tenderer's bid will be out rightly rejected with a forfeiture of his earnest money if it comes to the notice of the tender inviting authority during scrutiny that the credential or any other papers of a tenderer are manufactured/fabricated, etc.
18. The Tender Inviting Authority may verify the original credential & other original documents of the lowest tender, if found necessary, before issuance of the work order and the work order will not be issued in favour of the tenderer if it is found on verification that such document submitted by him is either manufactured or fabricated, etc.
19. There shall be no provision of Arbitration.
20. A clause stated in the later notification will supersede the corresponding one mentioned in former notification in following sequence:-
- |                                |                   |
|--------------------------------|-------------------|
| a) Tender Form as prescribed.  | b) NIT.           |
| c) Special terms & Conditions. | d) Technical bid. |
| e) Financial bid.              |                   |

21. **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 of **oneyear for the said work** 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.

22. **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.

23. 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.

24. **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.
25. 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. Sri Prakash Sen, Assistant Cashier, Siliguri Mahakuma Parishad, will receive Processing fee as mentioned in LOA & simultaneously issue Formal tender paper to the successful tenderer.

26. 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 as mentioned in SI-8(7) & SI-8(9) of this NIT.

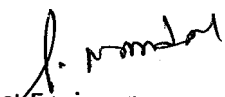
**District Engineer**  
**Siliguri Mahakuma Parishad**

**Memo. No. 760 /1(43)/e-Tender/SMP**

**Date: 18.08.2020**

**Copy forwarded for information and taking necessary action to:-**

1. The Sabhadhipati, Siliguri Mahakuma Parishad.
2. The Executive Officer, Siliguri Mahakuma Parishad & District Magistrate, Darjeeling
3. The Sahakari Sabhadhipati, Siliguri Mahakuma Parishad.
4. The Karmadhyaksha, P.K.P.J.O.P. Sthayee Samity, Siliguri Mahakuma Parishad.
5. The Karmadhyaksha, KSSoNUJoT Sthayee Samiti, Siliguri Mahakuma Parishad
6. The Adhyaksha, Siliguri Mahakuma Parishad
- 7-10. Members (All), Siliguri Mahakuma Parishad
11. The Commissioner, NBDD, Uttarkanya, Dist. Jalpaiguri
12. The Commissioner, Siliguri Municipal Corporation
13. The Chief Executive Officer, Siliguri Jalpaiguri Development Authority
14. The Addl. Executive Officer, Siliguri Mahakuma Parishad
15. The Addl. District Magistrate (Dev.), Darjeeling.
16. The Secretary, Siliguri Mahakuma Parishad
17. The Sub Divisional Officer, Siliguri.
18. The Executive Engineer, Siliguri Mahakuma Parishad.
19. The Executive Engineer, P.W.D., North Bengal Construction Division, Siliguri.
20. The F.C. & C.A.O., Siliguri Mahakuma Parishad.
- 21-24. The Sabhapati, Matigara/Kharibari/Naxalbari/Phansidewa Panchayat Samiti
- 25-28. The Block Development Officer & Executive Officer, Matigara/Kharibari/Naxalbari/Phansidewa Block & PS
- 29-32. Mr. S. Dutta/ Mr. A.K. Roy/ Mr. S. Nandi/ N. Barman, AE, SMP
- 33-36. Sri Subrata Halder/ Sri Sushanta Bhattacharya/ Sri Dibakar Bhattacharya/ Sri Krishna Charan Barma, SAE, SMP
- 37-38. Sri Writtom Das, DIA / Sri Anindya Ghatak, Computer Assistant, Statistical Cell, Siliguri Mahakuma Parishad 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 uploading 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.
39. Sri Ranabir Mandal, LDA, Siliguri Mahakuma Parishad. He is requested to take necessary steps in preparation of bid evaluation sheet.
40. Sri Sanjib Deb, Typist (English), SMP. He is requested to prepare BOQ of the relevant matter and handover it to the concerned AE/SAE and attend any query regarding this subject
41. Sahaj Tathya Mitra Kendra, SMP, with a request to publish the notice in the SMP website.
42. Office Notice Board.
43. Tender File

  
**District Engineer**  
**Siliguri Mahakuma Parishad**

## **Special 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 lab our, 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.

### **Testing of qualities of materials & workmanship:**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and as per relevant IS & IRC 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.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**

### **C.1 General:**

Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications as mentioned in the SOR specification of the relevant State Government Department. Discrepancy, if any, found in the arithmetical calculation in B.O.Q. should be brought to the notice of the Engineer-In-Charge before execution of work.

### **C.2 Definition of Engineer-in-Charge and Department:**

The word Engineer-in-Charge means the Executive Engineer/ District Engineer, SiliguriMahakumaParishad. The word Department appearing anywhere in the tender documents mean SiliguriMahakumaParishad.

### **C.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.

### **C.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.

### **C.5 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.

### **C.6 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.

### **C.7 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.

#### **C.8 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.

#### **C.9 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.10 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.11 Charges and fees payable by contractor:**

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

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

#### **C.12 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.13 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.14 Compliance of different Acts:**

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or of the concerned division may at his discretions, take necessary measure over the contract. The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned

Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970. The contractor shall be bound to furnish the Engineer-In-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the Contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures over the contract.

#### **C.15 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.16 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.

#### **C.17 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.

#### **C.18 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.19 Implied elements of work in items:**

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

**C.20 Issue of Departmental Materials:**

Departmental materials will not be issued under any circumstances.

**C.30 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.

**C.31 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.**

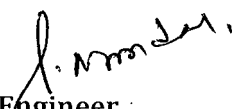
**C.32 Delay due to modification of drawing and design:**

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.33 Additional Conditions:**

A few additional conditions under special terms and conditions:

1. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax and all other duties, if any. 2.
- Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule. 3.
- The whole work will have to be executed as per Departmental drawings available in this connection at the tenderrate.
4. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force. 5.
- In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

  
District Engineer  
Siliguri Mahakuma Parishad