OFFICE OF THE CHIEF EXECUTIVE OFFICER

Siliguri Jalpaiguri Development Authority (SJDA)

Tenzing Norgey Road, Pradhan Nagar, Siliguri, Dist: Darjeeling, Pin – 734 003

Phone: (0353) 2512922, 2515647, Fax: (0353) 2510056, e-mail: sjdawb@gmail.com Web: www.sjda.org

(QSF: ENGG 03 / 01)

Memo No.: 0602 / ENGG / 2016 – 17 of SJDA **Dated: 22.07.2016**

NOTICE INVITING ONLINE TENDER (e - TENDER) NO. 019 / ENGG / 2016 – 2017 OF SJDA (RE – TENDER)

Chief Executive Officer, **Siliguri Jalpaiguri Development Authority** (**SJDA**), **Siliguri** invites ONLINE TENDER (e - Tender) from reliable resourceful bonafide and experienced firms / companies / individual contractors, who have successfully completed the similar nature of works of value not less than **30%** of the value of amount put to tender in a single contract or two similar nature of work each of the minimum value not less than **25%** of the value of amount put to tender within last **5 (Five) years** from the date of NIT or 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 **30%** of the value of amount put to tender in any Government / Semi Government / Undertakings / Autonomous / Statutory bodies and Local bodies.

e - Tender details:

Sl. No.	Name of the Work	Estimated Amount Put to Tender (Rs.)	Earnest Money @ 2.00 % (Rs.)
a	**Renovation & Repairing Work of Earthquake Damaged Police Housing consisting (16 X 2) Nos. of Flat at Mallaguri, Siliguri**	**33, 46, 154.00**	**66, 923.00**
		Cost of Tender Documents (Rs.)	**1, 000.00**
b	Time of completion	**180 (One eight zero) Days**	
c	Date & Time of Publishing NIT & Tender Documents	**25.07.2016 at 4.00 P.M.**	
d	Tender Documents Sale / Download Start Date & Time	**25.07.2016 from 4.00 P.M.**	
e	Bid Submission / Upload Start Date & Time	**25.07.2016 from 4.00 P.M.**	
f	Tender Documents Sale / Download End Date & Time	**08.08.2016 up to 6.00 P.M.**	
g	Bid Submission End Date & Time	**08.08.2016 up to 6.00 P.M.**	
h	• Earnest Money Deposit (EMD) – Scanned copy of the originals in the form as detailed under clause (17) towards Earnest Money Deposit as prescribed in the e-NIT against each serial of work • Cost of Tender: - Scanned copy of the originals in the form as detailed under clause (18) towards Cost of Tender as prescribed in the e-NIT against each serial of work.	**08.08.2016 up to 6.00 P.M.**	
i	Date of opening of Technical Proposals	**09.08.2016 at 11.00 A.M.**	
j	Date of opening of Financial Proposals	**Will be declared after technical evaluation.**	
k	**Departmental Materials**: The recovery rates for departmental materials:	Cement: **Rs. 8, 320.00 / MT** Steel: **Rs. 54, 900.00 / MT**	
l	The bidder shall be required to properly maintain the work including all its components for a period of **3** (**Three**) **years** from the date of completion and handing over to SJDA in proper format, a Security Deposit of 10% shall be deducted from each RA bill (up to 10% in total). 2% EMD is to be adjusted with the Security Deposit. The release of S.D. would be subject to quality and proper maintenance of the work and its components satisfactory for the entire period of **3** (**Three**) **years**. 1. Completion of 1st year from the date of completion – **30 % of SD** 2. Completion of 2nd year from the date of completion – **30 % of SD** 3. Completion of 3rd year from the date of completion – **40 % of SD** Failure to execute proper maintenance of the work for three years will lead to forfeiture of the security deposit.		

1. In the event of e-Filing intending bidder may download the tender documents from the website **https://etender.wb.nic.in** directly by the help of his Digital Signature Certificate (DSC).

2. In case of online submission, Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the Website **https://etender.wb.nic.in** Tender documents may be downloaded from website & submission of Technical Bid / Financial Bid as per the Date / Time Schedule stated in above table of this NIT. The documents submitted by the bidders should be properly indexed & attested with seal.

3. i) The prospective bidders shall have satisfactorily completed ***AS A PRIME AGENCY*** during the last **5 (Five) years** prior to the date of issue of this NIT (a) similar nature of works of value not less than **30%** i.e., **Rs. 10, 03, 846.00** of the value of amount put to tender in a single contract or (b) two similar nature of work each of the minimum value not less than **25%** i.e., **Rs. 8, 36, 539.00** of the value of amount put to tender within last **5 (Five) years** from the date of NIT or (c) 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 **30%** i.e., **Rs. 10, 03, 846.00** of the value of amount put to tender under the authority of State / Central Govt., State / Central Govt. undertaking / Statutory Bodies constituted under the statute of the Central / State Government. [Non Statutory Documents]
N.B.: In case of 3. i) (a) & (b) ***Work Order, Completion Certificate & Completion Certificate with Gross Bill Value / Payment Certificate*** *for successful completed work shall have to be submitted* but in case of 3. i) (c) the ***Certificate of satisfactory running work*** *shall have to be submitted.*

   ii) The respective bidders shall have in their full time engagement experienced technical personnel (for retired personnel, age should not exceed 65 years as per recent Government Order), the minimum being one **Civil Engineering Diploma Holder** (Authenticated documents in respect of qualification & age and engagement along with self declaration by the Technical Person pertaining to **current engagement** shall have to be furnished for Technical-Evaluation). [Non Statutory Documents]

   iii) **Trade License**, **PAN Card**, **Professional Tax** deposit Receipt updated Challan, **VAT Registration Certificate** (If registered) with updated challan (Not more than two years old) (Non production / non - uploading of this document will result in deduction of VAT as per rules), **EPF Registration Certificate** with updated challan (Not more than one years old) to be accompanied with the Technical Bid documents. Any one of the Income Tax (**SARAL**) Acknowledgement Receipt of the last three assessment years to be submitted. [Non Statutory Documents]

   iv) **Payment Certificates** within the last 5 (Five) financial years in support of turnover to be submitted as per note in point 3 (vi) for the value of **Rs. 33, 46, 154.00**. [Non Statutory Documents]

   v) A declaration (Affidavit) in this respect has to be furnished by the prospective bidders as per prescribed format vide **Section – B / Affidavit** and Form – I & Form – 2 (Modified) as per prescribed format vide **Section – B / Form – I / Form – 2 (Modified)** without which the Technical Bid shall be treated non-responsive. [Non Statutory Documents]

   vi) Balance Sheet: Audited Balance Sheet including Profit & loss Accounts of the preceding three financial years with auditor's certificate regarding Annual Turnover from business in each financial year. The audited Balance Sheet shall contain Annexure, Form 3CB/ 3CD u/s 44AB of IT Act 1961. Auditor's certificate must contain his / her Membership no. / Registration no. for Audit Firms. [Non Statutory Documents]
   Note*: Bidder/Contractor whose Annual Turnover is less than Rs. 1.0 Crore and do not have audited balance sheet of the immediate preceding year during the period of tender,* ***shall need to submit payment certificates*** *of works obtained from clients for such year as per point 3.(iv) above in support of Form 2 as enclosed in this NIT. If the company was set up less than three years ago, audited balance sheet for the number of years since inception is to be submitted*

   vii) The prospective bidders should have **own / arrange** the required Plant and Machineries [as **Hopper type Mixture Machine**, **Needle Vibrator (25 mm & 38 mm), Power operated grouting pressure Pump / Gun with Pressure Gauge, Air Compressor / Blower, Mechanical Blender / Stirrer, Power driven Drilling equipment, Bar cutting machine, Welding machine (Gas welding / electric), Gunitting equipment, Hand operated epoxy injector** etc.]. Conclusive proof of ownership (Tax Invoice, Way Bill, Delivery Challan, incorporation in the Balance Sheet as fixed asset) for each plant and machineries in working condition shall have to be submitted. If the same is already engaged in the other works, then name of client along with his contact number should be furnished in the declaration by the intended bidder countersigned by the client with tentative date of release of such Plant and Machineries where the same are presently engaged. In case of Lease of Machineries, original document of ownership from whom the lease is taken and authentic document in support of lease is to be submitted. If necessary, authority may inspect Plant and Machineries physically or call for the original documents as proof of Ownership of the same. [Non Statutory Documents]

viii) Registered Unemployed Engineers' Co-operative Societies / Unemployed Labour Co-operative Societies / Company are required to furnish :- *(name of file should be **"companydetails.pdf")***
a. Society Registration certificate from ARCS and By-Laws for Cooperative Societies. (For Registered Co-operative Societies only)
b. 'Memorandum of Articles' for Limited Companies.
c. Any other document, showing name with signature of all latest office bearers.

ix) ***Joint Ventures will not be allowed***.

x) A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm. ***If found to have applied severally in a single job, all of his / their bids will considered as non-responsive for that job*** , without assigning any reason thereof.

xi) Deed of Partnership firm, and documents for their registration in the form of certified copy of 'Form No. VIII,' issued under the Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms, West Bengal having their registered office at P-15 India- Exchange Place, Todi-Mansion, 10th Floor, Kolkata 700001. In case a contractor/bidder is yet to receive Form No. VIII, a "Memorandum" issued from the above office may also be accepted. Any change in the constituent of the Partnership Firm should also be intimated to the office of the Registrar of Firms, Kolkata prior to submission of application in the e-tender and a certified copy of the revised Form No. VIII showing changes in its constituents are required to be submitted.

4. The prospective bidder, if awarded, shall engage technical staff according to the requirements of works to be executed.

5. The running payment of proposed executed work may be made to the executing agency as per availability of fund and no claim whatsoever in this regard will be entertained. Provisions in Clause (s) 7, 8, & 9 contained in so far as they relate to quantum and frequencies of payment are to be treated as superseded.

6. The contractor shall do photography / video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this including reinforcement work with an identification mark.

7. The Tenderer, whose tender is accepted should purchase additional three copies of tender documents including relevant papers etc. at the rate of **Rs. 200.00 (Two hundred)** each (May be paid in the form of Demand Draft / Pay Order or Challan to be deposited in **United Bank of India** in favour of Chief Executive Officer, Siliguri Jalpaiguri Development Authority) from the Accounts Sec. of this office and formalize the contract within **15 (Fifteen) Days** from the date of issue of the Acceptance Letter, failing which action will be taken and the Work Order will not be issued.

8. **Relevant documents** (as uploaded online) in hard copy (self attested) must be submitted in the Engineering Section before formalize the contract.

9. **Relevant documents** (as uploaded online) must be readable without which the Technical Bid shall be treated non-responsive.

10. If the lowest rate comes to below 10 % of the estimated value then performance security @ 2.5% of the contract value should be paid in the form of Demand Draft in favour of **CHIEF EXECUTIVE OFFICER, SJDA** before the process of Formal Tender, failing which action will be taken and the order will be treated as cancelled. The same may be released after completion of the work with value of at least 80%.

11. The intending tenders may be noted that an amount equal to 1% of the contract amount will be deducted from the RA bill / final bill on account of "the building and other construction work (regulation of employment and condition of service) Act, 1996" and "The building and other construction work welfare Cess Act, 1996" apart from other statutory deductions from bills / payment due. Vat, Royalty & all other statutory levy / CESS will have to be borne by the contractor & the rates in the schedule of rates are inclusive of all the taxes & CESS stated above.

12. No Adjustment of Price or Price Escalation of any kind will be allowed.

13. No Mobilisation Advance and Secured Advance will be allowed.

14. Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work), storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site.

15. Bids shall remain valid for a period not less than 120 days (One Twenty Days) from the last date of submission of Financial Bid / Sealed Bid. If the Bidder withdraws the Bid during the period of Bid validity his Earnest Money Deposit may be forfeited.

16. **Materials like Cement, Steel & Bitumen will be supplied by the Authority**.

17. *Earnest Money*: The amount of Earnest Money Deposit (EMD) is 2% (Two percent) of the estimated amount put to tender must be submitted in the form of Demand Draft (DD) / NEFT / RTGS of any scheduled Commercial Bank in India approved by RBI & having a branch in West Bengal which is to be drawn in favour of the **CHIEF EXECUTIVE OFFICER (CEO), SJDA** **and acknowledgement should also be uploaded online with UTR No.** [Account Details: i) Account Name – SILIGURI – JALPAIGURI DEVELOPMENT AUTHORITY, ii) Account No. – 912010035059401, iii) Bank Name – AXIS BANK LTD., iv) Branch Name – Hill Cart Road, v) IFSC – UTIB0001403 & vi) Bank Address – 32, Pradhan Nagar, Near Ramakrishna Vedanta Ashram, Hill Cart Road, Siliguri – 734 003] against each of the work. Payment in any other forms i.e. : NSC, KVP, cheques etc will not be accepted. EMD shall be collected only in soft copy (scanned copy of the original in pdf) for instruments like Bank Draft In case of deposit of RTGS/NEFT scanned copy of the original transaction acknowledgment receipt in pdf to be uploaded. No alteration of the scanned copy of EMD submitted with the e-tender is allowed at any later stage. The L1 bidder shall submit original documents to the Tender Inviting Authority with his acceptance letter to the Letter of Invitation (LoI). Failure to submit the hard copies including the original instrument of EMD with the acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the e-tendering process and appropriate legal action including blacklisting of the contractor/bidder and debarring him/her from participating in any State Govt. tender for a period of three years may be taken and even DSC may be blocked by the e-tender cell of this Authority to debar his/her further participation in any tender during the suspension period. Any Claim for waiver of EMD by any bidder must be supported by Finance Department G.O for waiver of EMD and the said order is to be uploaded in the **'Drafts'** folder. These societies / Enterprises, if selected through open e-tenders will however have to furnish requisite Security Deposits (SD) for performance of the work. In the present system of on-line submission of scanned copy of EMD, the Chief Executive Officer, if required by the bank will within 7 working days after being approached in writing with the instrument of EMD by the unsuccessful bidders, release the EMD pledged in his/her favour after opening of technical and financial bids, other than L1 and L2. EMD of L2 bidder is to be released only after issuance of LOI/LOA in favour of L1 within next seven working days thereafter.
If such bidder(s), having participated in the 1st e-tender of a work which has been cancelled due to insufficient number of participants or otherwise intends to participate in the 2nd e-tender of the same work (Re-Tender), they are to submit fresh EMD and no prayer for adjustment of previous EMD will be considered.

18. *Cost of Tender*: The amount of cost of Tender should be deposited separately through NEFT / RTGS of any scheduled Commercial Bank in India approved by RBI & having a branch in West Bengal drawn in favour of the **CHIEF EXECUTIVE OFFICER (CEO), SJDA** **and acknowledgement should also be uploaded online with UTR No.** [Account Details: i) Account Name – SILIGURI – JALPAIGURI DEVELOPMENT AUTHORITY, ii) Account No. – 912010035059401, iii) Bank Name – AXIS BANK LTD., iv) Branch Name – Hill Cart Road, v) IFSC – UTIB0001403 & vi) Bank Address – 32, Pradhan Nagar, Near Ramakrishna Vedanta Ashram, Hill Cart Road, Siliguri – 734 003] against each of the work.

19. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Bidder's own expense.

20. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Authority. The **CHIEF EXECUTIVE OFFICER, SJDA** reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at that stage of Bidding.

21. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned against Sl.No.3 and Section-A, i.e., 'Instructions to Bidders' before bidding.

22. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.

23. **No Conditional / Incomplete Bid / Tender will be accepted under any circumstances**.

24. If more than one bidder quoted same rate which are found lowest at the time of opening, such similar multiple rates will not be entertained / accepted by the Authority.

25. The **CHIEF EXECUTIVE OFFICER, SJDA** reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

26. During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect / manufactured / fabricated, that bid will be considered as non-responsive and out rightly rejected with forfeiture of Earnest Money and action will be taken as per IT Rule in force.

27. In case if there be any objection regarding prequalification / list of "Technically Qualified Bidders", that objection should be lodged to the **CHIEF EXECUTIVE OFFICER, SJDA** within 2 days from the date of initial publication of list of Technically Qualified Bidders and beyond that time schedule no objection will be entertained by the Authority.

28. Before issuance of the work order, the tender accepting authority may verify the credential & other documents of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is either manufacture or false in that case, work order will not be issued in favour of the bidder under any circumstances.

29. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:-
    (a) **Notice Inviting Tender**.
    (b) **Tender Clauses**.
    (c) **Special terms and conditions**.
    (d) **Technical bid**.
    (e) **Financial bid**.

30. All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the work schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works

31. **The Earnest Money may be forfeited –**
    a) If the Bidder withdraws the Bid during the period of Bid validity.
    b) In case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the agreement.
    c) During scrutiny, if it comes to notice to the tender inviting authority that the credential or any other papers found incorrect / manufactured / fabricated.

32. **Qualification Criteria**:
    The Tender Inviting & Accepting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding:-
    a. **Experience**.
    b. **Technical Capability comprising of personnel & equipment capability**.
    c. **Financial Capacity**.

33. ***The eligibility of a bidder will be ascertained on the basis of the attested documents digitally signed in support of the minimum criteria as mentioned in 27 (a), (b), (c) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder will be out rightly rejected at any stage without any prejudice and action will be taken as per stipulations of IT Rule in force.***

FORM 2 (Modified)

Certificate regarding Summary Statement of Annual Turn Over

This is to certify that the following statement is the summary of the audited Balance Sheet arrived in favour of ..... for the three consecutive financial years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl. No.	Financial		Remarks
	Year	Annual Turn Over rounded up to in Rupees lakh (two digits after decimal)	
1.			
2.			
3.			
Total			

Average Annual Turnover (in Lakh of Rupees):

Note:
1. Year preceding the current financial year is to be considered as Year-1.
2. Average annual turnover is to be expressed in lakh of Rupees rounded off to two digits after decimal.
3. Average annual turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1.0 or 2.0. Average turnover is to be obtained. By dividing the total turnover by 1.0 or 2.0, as the case may be.
4. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

Signature of the bidder/contractor with date & seal if any

Date & Place:

SECTION – A

Submission of Tenders

A.1. General Guidance for e-Tendering

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

A.2. Registration of Contractor

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

A.3. Registration of Contractor

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

A.4. Mode of Collection

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

A.5. Participation in more than one work

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

A.6. Submission of Tenders

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

A.6.1. Technical proposal

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

A.6.1.1. Statutory Cover Containing

i. Acknowledgement of NEFT / RTGS from any CBS enabled Bank for Earnest Money and Cost of Tender Documents deposited.

ii. NIT, Special Terms & Conditions in NIT, Special Specifications in NIT, if any, with all Corrigendum and Addendum, if any. ***(Download & upload the same Digitally Signed).***

iii. Tender form i.e. Tender clause ***(Download & upload the same Digitally Signed except quoting rate, quoting rate will only encrypted in the B.O.Q. under Financial Bid).***

A.6.1.2. Not statutory Cover Containing

(a) Affidavit, Form – I, Form – 2 (Modified) etc. as stated in Sl. No. 3(v) of this NIT.
(b) Trade License as stated in Sl. No. 3(iii) of this NIT.
(c) Professional Tax (PT) Registration Certificate as stated in Sl. No. 3(iii) of this NIT.
(d) PAN Card, Income Tax (IT) SARAL as stated in Sl. No. 3(iii) of this NIT.
(e) VAT Registration Certificate as stated in Sl. No. 3(iii) of this NIT.
(f) Audited Balance Sheet / Payment Certificates as stated in Sl. No. 3(iv) of this NIT.
(g) EPF Registration Certificate as stated in Sl. No. 3(iii) of this NIT.
(h) Registration Certificate under Company Act (If any).
(i) Registered Deed, Article of Association & Memorandum (For Partnership Firm) (If any).
(j) Power of Attorney (For Partnership Firm / Private Limited Company) (If any).
(k) Tax Audited Report in 3 CD / 3 CB Form along with Balance Sheet & Profit & Loss A/c (For Proprietorship & Partnership Firms and Company) as stated in point 3. (vi).
(l) Valid bye laws are to be submitted by the Registered Labour Co-Operative(s) or Engineers' Co.-Operative(s).
(m) List of machineries along with authenticated documents as stated in Sl. No. 3(vii) of this NIT.
(n) Authenticated documents in support of Technical Personnel as stated in Sl. No. 3(ii) of this NIT.

(o) Scanned copy of Original Credential Certificates (Work Order, Completion Certificate & Completion Certificate with Gross Bill Value / Payment Certificate) as stated in Sl. No. 3(i) of this NIT.

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

A.6.2. Screening Committee & Tender Evolution Committee

i) The **Superintending Engineer** (**SE**), SJDA; concern **Executive Engineer** (**EE**) / concern **Assistant Engineer** (**AE**), SJDA and the **Accounts Officer** (**AO**), SJDA under the **CHIEF EXECUTIVE OFFICER** (**CEO**), SJDA will function as Screening Committee for determination technically qualified bidders.

ii) Technical proposals will be open by the **CHIEF EXECUTIVE OFFICER, SJDA** along with his authorized representative electronically from the website stated in Cl. No. 2 in this NIT using their Digital Signature Certificates (DSC).

iii) Intending bidders may remain present if they so desire.

iv) Cover (folder) statutory documents (vide Cl. No. A.6.1.1) should be open first & if found in order, cover (folder) for non statutory documents (vide Cl. No. A.6.1.2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

v) Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the Tender Evolution Committee [The **Superintending Engineer** (**SE**), SJDA; concern **Executive Engineer** (**EE**) / concern **Assistant Engineer** (**AE**), SJDA and the **Accounts Officer** (**AO**), SJDA].

vi) Uploading of summary list of technically qualified bidders will be made.

vii) Pursuant to scrutiny & decision of the screening committee the summary list of eligible bidder & the serial number of work for which their proposal will be considered & will be uploaded in the web portals.

viii) During evaluation the Screening Committee may summon any of the bidders & seek clarification / information or seek additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

A.6.3. Financial proposal

i. The financial proposal should contain the following documents in one cover (folder) i.e. **Bill of Quantities** (**BOQ**). The bidder shall quote their rate (percentage Above / Below / At Par) over the total estimated cost of the intended job online through computer in the space marked for quoting rate in the BOQ.

ii. Only downloaded copies of the above documents are to be uploaded virus Scanned & Digitally Signed by the bidder.

A.7. Penalty for suppression / distortion of facts

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

A.8. Rejection of Bid

The tender inviting authority reserves the right to accept or reject any Bid and / or to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder / Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action from tender inviting authority.

A.9. Opening of Financial Bid

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

A.9.2. After opening of Financial Bid, if situation demands, **CHIEF EXECUTIVE OFFICER, SJDA** may call off-line Open Bid among the Qualified Bidders to lower down the offered rate further.

A.10. Award of Contract

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

SECTION – B

AFFIDAVIT

(To be furnished in Non – Judicial Stamp paper of appropriate value duly notarized)

1. I, _____the under-signed do certify that all the statements made in the attached documents for the work "**Renovation & Repairing Work of Earthquake Damaged Police Housing consisting (16 X 2) Nos. of Flat at Mallaguri, Siliguri"** of NIT No. **019 / Engg / 2016 – 2017 of SJDA (Re –Tender)** are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection / claim will be raised by the under-signed.

2. The under-signed also hereby certifies that neither our firm _____ _____ nor any of constituent partner had been debarred to participate in tender by the Siliguri Jalpaiguri Development Authority (SJDA) during the last 5 (five) years prior to the date of this NIT.

3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and / or as requested by the Authority to verify this statement.

4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.

5. Certified that I have applied in the tender in the capacity of individual / as a partner of a firm & I have not applied severally for the same job.

_____

Signature of the declare ant identified by me

_____

Signature of Advocate

_____

Seal & Signature of Notary

SECTION – B

FORM - I

1. Name of applicant :: _____

_____

2. Office Address :: _____

_____

_____

_____

3. Contact No. :: _____

4. Fax No. :: _____

4. e - mail Address :: _____

_____
Signature of applicant

_____
Full Name

_____
Date

SECTION – C

Special terms and conditions

C.1. General

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

(i) **'Departmental Schedule'**, which means the Public Works Department Schedule of Rates in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any.

(ii) Latest edition of the book published for the specification of various works.

C.2. Co-operation with other agencies and damages and safety of road users

All works are to be carried out in close co-operation with the Department and other contractor those may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

C.3. Transportation arrangement

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

C.4. Contractor's Site Office

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

C.5. Incidental and other charges

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

C.6. Authorized Representative of Contractor

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

a) General day to day management of work.

b) To give requisition for Departmental materials, Tools & Plants etc., if any, to receive the same and sign hand receipts thereof.

c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

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

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

C.7. Power of Attorney

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

C.8. Extension of time

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate.

C.9. Contractor's Godown

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

C.10. Arrangement of Land

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority.

C.11. Use of Government Land

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

C.12. Royalty

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

C.13. Work Order Book

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

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

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

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

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

C.14. Clearing of Materials

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

C.15. Sundry Materials

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

C.16. Supplementary / Additional items of Works

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

(a) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D. schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of preparation of the estimate.
(b) In Case, extra items do not appear in the above P.W.D. Schedule of Rates, such items for the works shall be paid at the rates entered in the P.W.D. Schedule of Rates for the working area enforce at the time of preparation of the estimate.
(c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

Black-market rates or unbalanced market rates shall never be allowed.
Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a) & (b) stated above only.
It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

C.17. Covered up works

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

C.18. Approval of Sample

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

C.19. Water and energy

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in 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.20. Road opened to traffic

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

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

C.21. Drawings

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

C.22. Serviceable Materials

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

C.23. Unserviceable Materials

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall 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.24. Contractor's risk for loss or damage

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

C.25. Idle labour & additional cost

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

C.26. Charges and fees payable by contractor

a) The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every 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.27. Issue of Departmental Tools and Plants

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

C.28. Realization of Departmental claims

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

C.29. Compliance of different Acts

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. 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 Superintending Engineer may at his discretions, take necessary measure over the contract.

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

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

C.30. Safety, Security and Protection of the Environment

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

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

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

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

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

C.31. Commencement of work

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

C.32. Programme of work

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme.

The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

C.33. Setting out of the work

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-Charge. During

progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor from their responsibility for correctness and rectification thereof.

C.34. Precautions during works

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.

C.35. Testing of qualities of materials & workmanship

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

The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

C.36. Timely completion of work

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

C.37. Procurement of materials

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

C.38. Rejection of materials

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

C.39. Implied elements of work in items

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

C.40. Damaged cement

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

C.41. Force Closure

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

C.42. Tender Rate

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

C.43. Delay due to modification of drawing and design

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

C.44. Additional Conditions

A few additional conditions under special terms and conditions:

1. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.
2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.
3. **In order to make the local people aware, a permanent concrete board (in case of road schemes) or embedded metal/stone plaque (in case of construction of buildings, boundary wall, bridge, culvert, drinking water facility etc.) displaying the following facts should be erected / embedded:**
a) Name of the Hon'ble M.L.A. and source of fund; b) The Name of the Project Implementation Agency; c) Fund utilized for the scheme; d) Date of completion of the scheme; and e) Physical achievement of the scheme. The cost of the same may be borne out of the contingency part of the estimated amount of the scheme.
4. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.
5. Deep excavation of trenches and left out for days shall be avoided.
6. Labour welfare CESS will be deducted @ 1(one) % of value of the works as per rule.
7. The whole work will have to be executed as per drawings supplied by Authority available in this connection at the tender rate.
8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
9. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

C.45. Payment of Bills

As mentioned in clause 5 of this NIT.

C.46. Arbitration

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

C.47. Price Adjustment OR Price Escalation

As mentioned in Cl. 12 of this NIT.

SECTION – D

Technical Specification for Works

D.1. Name of Work

Renovation & Repairing Work of Earthquake Damaged Police Housing consisting (16 X 2) Nos. of Flat at Mallaguri, Siliguri.

D.2. Site Condition

The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffics during day as well as to night. No interruption in works due to any site condition shall be engaged as to complete the work in time. The execution of the work should however be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account. Difficulties and inconveniences in transporting materials over the bad roads, Kutcha roads, incomplete roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over Kutcha roads. These approach roads should be maintained by the Contractor at his own cost.

Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be, should be noted by the bidder. No rate or time will be allowed on these accounts as stated. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing would be entertained under any circumstances beyond the respective tendered provisions.

D.3. Preliminaries

During execution of the work contractor will remain responsible for providing reasonable facilities to traffic on the road and also lighting and guarding of the road during night for its safety while the work is in progress and no extra rate will be paid on this account before taking up the work.
Approximately half of the road width including one flank shall be kept clear to the traffic from all obstruction and the surface shall be properly cleaned and leveled as far as possible.
Sign Boards / Direction Boards are to be erected at required points of specified size indicating in red letters on a white back ground as per direction of the Engineer-in-charge. Cost of which should be borne by the agency.
Road barriers shall be placed wherever the existing road surface disturbed with proper' road signs. During night, these should be provided with the light, Night Guard e.g. 'Chowkidar' for watching the barrier etc. shall also be maintained by the Contractor to give due warning to road users specially at night.

D.4. Specifications & Mode of execution

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

(i) **Public Works Department (PWD) Schedule of Rates for Building Works** and Materials & Labour in force for different district of West Bengal including up-to date addenda and corrigenda.
(ii) **Public Works Department (PWD) Schedule of Rates for Bridge & Road Works** and Materials & Labour in force for different district of West Bengal including up-to date addenda and corrigenda.
(iii) **Public Works Department (PWD) Schedule of Rates for Sanitary & Plumbing Works** and Materials & Labour in force for different district of West Bengal including up-to date addenda and corrigenda.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid two specification books, relevant '***Schedule of Rates for Road works, Bridge & Culvert Works'*** published from Superintending Engineer, Bridge Planning Circle, Public Works (Roads) Department for different district of West Bengal including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area at the time of submission of tender will be considered.

Chief Executive Officer
Siliguri Jalpaiguri Development Authority

Memo No.: 0602 / 1 (19) / ENGG / 2016 – 17 of SJDA **Dated: 22.07.2016**

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

1. Addl. Executive Officer, Siliguri Mahakuma Parishad.
2. Commissioner, Siliguri Municipal Corporation.
3. District Magistrate, Darjeeling.
4. District Magistrate, Jalpaiguri.
5. Chairman, Jalpaiguri Municipality, Jalpaiguri.
6. Secretary, Jalpaiguri Jilla Parishad, Jalpaiguri.
7. Superintendent of Police, Darjeeling.
8. Superintendent of Police, Jalpaiguri.
9. Superintending Engineer, PW (Roads), SHC-IV, Shaktigarh, Siliguri.
10. Executive Engineer, Northern Circle, PWD, Jalpaiguri.
11. Executive Engineer, North Bengal Development Department, H. C. Road, Siliguri.
12. Executive Engineer, North Bengal Construction Division, PWD, Siliguri.
13. Executive Engineer, Construction Board, North Bengal Division, PWD (TE), Shaktigarh, Siliguri.
14. Executive Engineer, Darjeeling Division, PWD.
15. A. P., Siliguri Jalpaiguri Development Authority, Siliguri for uploading in SJDA website.
16. Concern Assistant Engineer, Siliguri Jalpaiguri Development Authority, Siliguri.
17. D.I.O., NIC, Siliguri for uploading in official website.
18. Notice Board, Siliguri Jalpaiguri Development Authority, Siliguri.
19. Notice Board, Siliguri Jalpaiguri Development Authority, DCRPD Building, Near Sadar Hospital, Jalpaiguri.

Chief Executive Officer
Siliguri Jalpaiguri Development Authority