



# BIRSA MUNDA COLLEGE

(Hindi General Degree)

ESTD : 2018

Affiliated to University of North Bengal

P.O. HATIGHISA, DIST. DARJEELING (W.B.) PIN : 734429

E-mail : birsamundacollege@gmail.com

Memo No: 112/F-ET/BMC./2023

Dated:-12/10/2023

## NOTICE INVITING e -TENDER No. 01 OF 2023-24

On behalf of Principal, Birsa Munda College, Hatighisa, Darjeeling, the following tender is invited by the undersigned for the work mentioned in the table below through electronic tendering (e-tendering). The intending tenderer 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.

Tender reference No: 01/ F-ET/BMC./2023-24

Date:- 12-10-2023

Sl. No	Name of the work	Estimated Amount (Rs.)	Earnest Money @2% of the Estimated Amount (Rs.)	Period of Completion	Defect Liability period	Eligibility of Contractor
1	2	3	4	5	6	7
1	<b>Procurement of Books for College Library</b>	<b>Rs. 1512374.00</b> (Fifteen Lakh Twelve Thousand Three Hundred Seventy Four Only)	Rs., 30250.00 be deposited online. (Exempted only for Mackintosh Burn Ltd., Westing House Saxby Farmer Ltd., and Britannia Engineering Limited As per Govt Order)	45 days	5 (Five) Years	Bonafied Eligible outside prime contractors through Pre-qualification.

<b>Conditions</b>	<b>Minimum 15% discount</b> <b>Paper Back Cover</b> <b>Latest Edition Books</b>
<b>All the prospective bidders are advised to quote their respective rate inclusive of GST</b>	

1. The process of deposit of earnest money through offline instruments like Bank Draft, Pay Order etc. has been stopped for e-tender procurement w.e.f. 01.10.2015. as per order no. 3975-F(Y) dated 28.07.2016 of Finance Department, Audit Branch, Govt. of West Bengal. Necessary Earnest Money will be deposited by the bidder electronically: online through his net banking enabled bank account, maintained at any bank or: offline through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name, Account No., Amount, Beneficiary Bank name (ICICI Bank), IFSC Code and e-Procurement Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit EMD of their bid, at least, working days before the bid submission closing date as it requires time for processing of Payment of EMD.
2. In the event of e-filling, intending bidder may download the tender documents from the website: <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. EMD should be deposited by the bidder electronically (online) in favour of "The Principal Birsa Munda College", Hatighisa Darjeeling payable at Siliguri.
3. Cost of WBF (2911- II) including Tender Document for 3 sets has to pay by the Tenderer who stands lowest in the tender.

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

##### **(A) Requirement of Credentials:**

##### **(i) For 1st Call of NIT:**

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,
- ii) Intending tenderers should produce credentials of 2(two) similar nature of completed works, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- iii) Intending tenderers 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 tenderer. (The date of issue of running work certificate should be on or after the date of publication of this NIT)

##### **(ii) For 2nd Call of NIT:**

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- ii) Intending tenderers should produce credentials of 2(two) similar nature of completed works, each of the minimum value of 25% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been

initiated against the executing agency, i.e., the tenderer. **The date of issue of running work certificate should be on or after the date of publication of this NIT**

**(iii) For 3rd call of NIT:**

- i) Intending tenderers should produce credentials of similar nature of completed work of the minimum value of 20% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- ii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% 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 executing agency, i.e., the tenderer. **The date of issue of running work certificate should be on or after the date of publication of this NIT**

**N.B. :- Completion certificate should contain a) Name of work, (b) Name of Client, (c) Amount put to tender, (d) Schedule month and year of commencement and completion as per work order (e) actual month and year of completion.**

- a) The process of deposit of earnest money through **online** using his net banking enabled bank account, maintained at any bank or: **offline** through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name, Account No., Amount, Beneficiary Bank name (ICICI Bank), IFSC Code and e-Procurement Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit EMD of their bid, at least, working days before the bid submission closing date as it requires time for processing of Payment of EMD.
- b) **Turn over** 100% in a year in last 3 year in supply of similar work.
- c) i] **Bid Capacity** should be more than the estimated amount put to e-NIT.  
ii] **Net worth** should be positive and the same should be authenticated by the Registered Chartered Accountant.
- d) PF certificate & Up to date PF Challan (Current as per Govt. Rules).
- e) i) Professional Tax (PT) deposit receipt challan [Up to date as per Govt. Rules], ii) Pan Card, iii) IT, Saral [for last 5 years]. i.e. upto Financial year- 2023-24, iv) Valid 15 digit Goods & Services Taxpayer Identification Number (GSTIN) under GST Act, 2017 and v) Trade Licence.
- f) Completion Certificate of similar nature of job of value stated in Para 4 from Engineer-in-Charge mentioning Actual Date of Completion not below the rank of Executive Engineer (without Date of completion, the same will not be entertained)
- g) Registration Certificate under Company Act. (If any).
- h) Registered Labour Co - Operative Societies Ltd. are required to furnish valid Bye Law, Current Audit Report, along with other relevant supporting papers.
- i) **Joint Ventures will not be allowed.**  
The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum along with registered deed of power of attorney.
- j) The prospective bidder shall have in their Authenticated document in respect of qualification and engagement shall be furnished for the Technical evaluation.

k) The successful bidder shall establish supply the good quality material goods etc according to the requirement of supply works to be executed.

l) Trade licence

**m) Penalty for suppression / distortion of facts**

If any tenderer fails to produce the original hard copies of the documents (as submitted through online), or any other documents on demand of the Department within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression / distorting of facts or for any forged / tampered documents found, the bid will be immediately rejected and necessary penal action as per Govt. rules will be taken against the bidder.

**n) Declaration regarding Structure and Organization duly signed by the applicant.**

A prospective bidder (including his participation in partnership) shall be allowed to participate in single work mentioned in the list of schemes.

5. Please read as EE/BMC in place of Divisional/Sub-Divisional officer as may be found in the Contract Document.

6. Declaration regarding Structure and Organization duly signed by the applicant.

7. There shall be no provision of Arbitration. Hence Clause 25 of. 2911 (ii) is hereby omitted.

8. Constructional Labour Welfare Cess @ 1(one) % of cost of construction will be deducted from every Bill of the selected agency, GST, Royalty & all other Statutory levy/ Cess will have to be borne by the contractor & **the rate in the schedule of rates inclusive of all the taxes & cess stated above** as per G.O.V.T. rule.

9. Bids shall remain valid for a period of 120 (One Hundred Twenty) days after the dead line date for Financial Bid/ Sealed Bid submission. Bid valid for a shorter period shall be rejected by the 'Executive Engineer/Superintending Engineer' as non- responsive.

**10. Date & Time Schedule.**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	<b>Date of Publish</b>	<b>12/10/2023 at 12:00 Noon</b>
2	<b>Bid Submission Start Date.</b>	<b>12/10/2023 from 12:00 Hours</b>
3	<b>Bid Submission End Date.</b>	<b>27/10/2023 up to 18:00 Hours</b>
4	<b>Date of opening of Technical Bid</b>	<b>30/10/2023 after 11:00 Hours</b>
5	<b>Opening of the financial Bid</b>	<b>To be declared after Technical Evaluation.</b>

11. Earnest Money: The amount of Earnest Money is 2% (Two percent) of the estimated amount put to tender through online in favour of "The Principal Birsa Munda College", Hatighisa Darjeeling" payable at Siliguri against the work as required. This clause is also applicable for all categories of applicants except those are exempted as per Government Order no.1110-F, Dated-10.02.2006 of Special Secretary Finance Department, Govt. of West Bengal.

12. 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.

13. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.

14. In case of Ascertaining Authority at any stage of application or execution of work, necessary registered power of Attorney is to be produced

15. NO CONDITIONAL/INCOMPLETE TENDER will be accepted under any circumstances and bid will be rejected.
16. The Principal Birsa Munda College", Hatighisa Darjeeling" on behalf of Birsa Munda College reserves the right to cancel the N.I.T. due to unavoidable Circumstances and no claim in this respect will be entertained.
17. During scrutiny, if it comes to the notice to Tender Inviting Authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that Application will be out rightly rejected without any prejudice.
18. The bidder(s) are requested to inform to this department if any LOA / Work Order issued in favour of bidder/ Company / Firm in between the period of BID submission and time of publication of qualified list which will be required for calculation of the BID capacity. If found any discrepancy in this regard the BID will be rejected and further penal action may be taken.
19. In case there is any objection regarding prequalifying an agency, that should be lodged to the **Tender Inviting Authority** i.e. the Principal, BMC within 48 hours (office work) from the date and time of publication of list of qualified agencies and beyond that time schedule no objection will be entertained. The objection may also be submitted through the e-mail id : [birsamundacollege@gmail.com](mailto:birsamundacollege@gmail.com) of the TIA.
20. Complain against any bidder/ bidder(s) is to be entertained those who have been participated in the bid process of the same works of the same NIT.
21. Before issuance of the work order, the Tender Inviting Authority may verify the credential & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false in that case, work order will not be issued in favour of the tenderer under any circumstances & E.M.D will stand forfeited without any reference to the bidder.
  1. 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. NIT, Special Terms & Condition & all Corrigendum & Addendum.
    - b. Form No.2911 (ii)
    - c. Financial bid

The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned in (Cl. No. 2 & 13) Mentioned above. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be out rightly rejected at any stage without any prejudice.
  2. Guiding schedule of rates: Schedule of rates of P.W.D with effect from 01.11.2017 for Building, Sanitary & Plumbing works, materials and labour or P.W.D (Roads) whichever is applicable.
22. The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **BID** of the tenderer found qualified by the 'Evaluation Committee' Consists of as formed by the Head of the Department (North Bengal Development Department)
 

The decision of the 'Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website and also in the Notice Board of this office.
23. Arbitration clause is deleted, there shall be no arbitration
24. There shall be no secured advance / mobilisation advance.
25. **Machineries:** Only ownership/arrangement through lease hold agreement. For notarised lease hold agreement, (if submitted) certificate of Notary in a separate sheet is mandatory criteria without which bid may be rejected. Quality control set-up is to be provided at site. Quality control testing work is to be done at his own cost.
26. If NIT, having multiple work, a bidder can participate in maximum 11(Eleven) nos. work provided the bid capacity permits and the bidder is capable to arrange and deploy separate set of required machineries for multiple works and complete the work in specified time.
 

A specified machine / set of machineries is not allowed to deploy for more than one work in a particular NIT having multiple work. If same machine/set of machineries is found deployed by different bidder for different works/ multiple works under same NIT, then the bidder/bidders may be disqualified.
27. For any typographical mistake regarding Unit, Rate, Quantity, Amount, Nomenclature of item of works with necessary dimensions etc. etc. will not be entertained. In that case technical sanction estimate will be the governing criteria.

**28.** All requisite materials such as cement, steel bitumen etc. require for this job is to be arranged by the agency at his own cost for which Department will not take any liability. Materials should be of approved brand in conformity of IS/IRC specification and as per direction of Engineer – In – Charge. Materials to be tested all the lab as well as from any Govt. Engineering College. Bitumen to be procured from IOCL/BPCL/HPCL at his own cost. Reinforcement for RINL/SAIL/TISCO is to be used at his own cost.

**29.** Day to day production of plant site must match with the quantity obtained by compaction equipment and other machineries during execution / laying at the work site.

**30.** Constructional Labour Welfare Cess @ 1(one) % of cost of construction will be deducted from every Bill of the selected agency.

**31.** Subsequent addend / corrigendum (if arise) may be seen through website.

**32.** No price escalation/adjustment will be allowed.

**33.** The Bid Evaluation Committee reserves the right to ignore minor deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee will be entertained. In case of second call, the Bid Evaluation Committee reserves the right to ignore some deficiencies at their discretion and no Bidders should upload their documents from original copies. Uploading Photocopy & illegible copies will not be accepted.

**34.** As per Notification No. 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017 of Law & Arbitration Cell, PWD the Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form (West Bengal Form No.: 2911/2911(i)/2911(ii)) shall be substituted by the following: -

'Clause 17 - If the contractor or his workmen or servants or authorised representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, 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 of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

(a) For work with three months Defect Liability Period:

(i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.

(b) For work with one year Defect Liability Period:

(i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.

(c) For work with three years Defect Liability Period:

i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;

ii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;

(d) For work with five years Defect Liability Period:

i) No security deposit shall be refunded to the contractor

for 1<sup>st</sup> 3 years from the actual date of completion of the work;

- ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
- iii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work;

**Explanation :**

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and /or any other work contemplated within the scope and ambit of this contract.

**For**

- (i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.
- (ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- (iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- (iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work;

(v) The following paragraph shall be added to the Interpretation Clause of

CONDITIONS of CONTRACT:-

"The word 'Government' means the Government of the State of West Bengal in North Bengal Development Department."

**35. Lowest Bidder** have to mandatorily submit still and video photography before start of and after completion of the project.

## **INSTRUCTION TO BIDDERS**

### **SECTION – 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.
2. **Registration of Supplier/Contractor:-** Any contractor willing to take part in the process of e-Tendering will have to be rolled & registered with the Government e-Procurement System; through logging onto <https://wbtenders.gov.in> the contractor is to click on the link for e-Tendering site as given on the web portal.
3. **Digital-Token :-**Each contractor is required to obtain an e-Token for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to Tenderer as a USB e-Token.
4. The contractor can search & download Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the e-Token. This is the only mode of collection of Tender Documents.
5. **For Submission of Tenders:-**For general process of submission, Tenders are to be submitted through online, stated in Cl. 2 in two folders at a time for the work, one in Application With Supporting Paper & the other is Financial Proposal before the prescribed date & time using the e-Token the documents are to be uploaded virus Scanned copy duly e-Token Signed. The documents will get encrypted (transformed into non readable formats).

6. **Online Submission of Earnest Money Deposit:** - Earnest Money Deposit to be remitted through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name, Account No., Amount, Beneficiary Bank name (ICICI Bank), IFSC Code and e-Procurement Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit EMD of their bid, at least, working days before the bid submission closing date as it requires time for processing of Payment of EMD.
7. **Technical proposal:** -The Technical proposal should contain scanned copies of the following further two covers (folders).

## 8. **A Statutory Cover Containing**

### 8. A-1 Prequalification/Technical: -

- NIT, Special Terms and Condition, *(Properly downloaded & uploaded the same Digitally Signed)*
- Tender form no. 2911(ii) *(Properly download & upload the same Digitally Signed Except quoting rate, quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case of quoting any rate in 2911(ii) the tender liable to be summarily rejected).*
- Scanned Copy of online payment (NEFT/ RTGS challan) for Earnest Money deposit (EMD) as prescribed in the NIT, against each serial of work in favour of Secretary, North Bengal Development Department.
- Bidder should fill up and Upload all the Annexure enclosed along with the NIT. **Annexure 'A'**- declaration by the bidder, **Annexure 'B'**-Financial Statement, Annexure 'C'-to calculate the Value of 'B' to be filled up as per direction and guide line mentioned in the Annexure to evaluate the available bid capacity bidder. **Annexure – 'D'** to Evaluate Performance of the Bidder.
- If any corrigendum or addendum has been done by the dept. before tender closing date, please follow and upload the same with digital signature.

### \* Bid Capacity Criteria

The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula.

Available Bid Capacity =  $2 \times A \times N - B$

Where,

A = Maximum of the value of Engineering construction works executed in any one year during the last five financial years

N = No. of years prescribed for completion of the work

B = Value of existing commitments for ongoing construction works of all Department. For calculation of Bid capacity

For the assessment of bid capacity, prospective bidders must submit, by uploading on line, information about the works carried out by them in the last five years as well as programme of balance works in the prescribed statement, attached with this NIT, duly signed along with the Affidavit duly instrumentalized of Rs. 10/- non judicial stamp. (Proforma is attached with the NIT).

### 8. A-2 Financial (BOQ):-

- Quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case of quoting any rate in 2911 (ii) the tender liable to be summarily rejected).*

## 8.B **Non-statutory Cover Containing**

Sl.No	Category Name/Sub Category Name	Sub Category Description
A.	CERTIFICATES	i. Professional Tax (PT) deposit receipt challan [Up to date as per Govt. Rules]. ii. Pan Card iii. IT, Saral [for last 5 years]. iv. Valid 15 digit Goods and Services Tax payer Identification Number (GSTIN) under GST Act. 2017. v. Trade Licence. vi. PF certificate & Up to date PF Challan(Current as per Govt. Rules)



Sl.No	Category Name/Sub Category Name	Sub Category Description
B.	COMPANY DETAILS	i. Registration Certificate under Company Act. (If any). ii. Registered Deed of partnership Firm / Article of Association & Memorandum( if any) iii. Registered Labour Co - Operative Societies Ltd. are required to furnish valid Bye Law
C.	CREDENTIAL1	<b>Ref. Sl. No. 4 of the NIT</b> ii. Scanned copy of Original Credential Certificate to be uploaded
D.	Declaration-I	<b>Scan copy of P.F Registration Certificate &amp; up to date P.F Challan</b> (Current as per Govt. Rules)
E.	Declaration-II	<b>Other Important Document If any.</b>
F.	FINANCIAL INFO	i) <b>Turn over 100% in a year in last 3 years in civil work.</b> ii) Bid Capacity should be more than the estimated amount put to e-NIT. iii) Net worth should be positive and the same should be authenticated by the Registered Chartered Accountant.
G.		P/L & Balance sheet for F.Y – 2021-22 [ All the annexure forming part of Balance Sheet and 3CD / 3CB has to be attached. ]
H.		P/L & Balance sheet for F.Y – 2020-21 [ All the annexure forming part of Balance Sheet and 3CD / 3CB has to be attached. ]
I.		P/L & Balance sheet for F.Y – 2019-20 [ All the annexure forming part of Balance Sheet and 3CD / 3CB has to be attached. ]
J.		P/L & Balance sheet for F.Y – 2018-19 [ All the annexure forming part of Balance Sheet and 3CD / 3CB has to be attached. ]
K.		P/L & Balance sheet for F.Y – 2017-18 [ All the annexure forming part of Balance Sheet and 3CD & 3CB has to be attached. ]
L.	Technical Personnel	<b><u>Technical Person Engagement Document</u></b> a) The prospective bidder shall have in their full time engagement experienced technical personal the <b>minimum being one civil diploma holder, one Civil Engineer Degree holder, one Electrical diploma holder</b> , (Authenticated document in respect of qualification and engagement shall be furnished for the Technical evaluation ).. b) The prospective Bidder must have valid Electrical Contractors License with Electrical Supervisors 'Holding Supervisor competency certificate on the applicable parts or equivalent National Supervisors' Certificate of competency as per central electricity authority (measures relating to safety and electric supply) Regulation 2010(erstwhile I.E. Rules 1956) read with guidelines issues from time to time by Directorate of Electricity, Govt of West Bengal (Mentioned above documents should be uploaded at the time of Bid submission with authenticated documents in respect of engagement shall be furnished, for the technical evaluation. Without furnishing the part of supervisor competency the same will not be entertained.) (c) Outside Bidder of West Bengal should have produce the valid electrical contractor license with electrical supervisor holding supervisor competency certificate on the applicable parts or equivalent National Supervisors' Certificate of competency as per central electricity authority (measures relating to safety and electric supply) Regulation 2010(erstwhile I.E. Rules 1956) read with guidelines issues from time to time by Directorate of Electricity Govt of West Bengal and should be endorsed from director of Electricity of West Bengal with authenticated documents in respect of engagement shall be furnished, for the technical evaluation. Without furnishing, the same will not be entertained.
M.		

**Note:** - Failure of submission of any of the above mentioned documents (as stated in 8.A & 8.B) may render the tender liable to be summarily rejected for both statutory & non statutory Cover. Tender Documents will be opened by the Executive Engineer/Superintending Engineer, North Bengal Development Department. Their authorized representative electronically from the web site stated in Cl. No. 2 using their Digital Signature Certificate

1. Cover (folder) statutory documents (**vide Cl. No. 8.A-1**) should be opened first & if found in order, cover (Folder) for non- statutory documents (**vide Cl. No.8. B**) Will be opened. If there is any deficiency in the statutory documents the

- tender will summarily be rejected.
2. Uploading of summary list of qualified tenderers.
  3. Pursuant to scrutiny & decision of the Executive Engineer/Superintending Engineer the summary list of eligible tenders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

#### **8. A-2 Financial proposal**

- i. The Financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor is to quote the rate Presenting Above (+)/ below (-)/ at per (+0.00)) 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 contractor.

#### **Penalty for suppression / distortion of facts**

If any tenderer fails to produce the original hard copies of any documents on demand of the Tender Inviting Authority i.e. Executive Engineer/Superintending Engineer within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of documents, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Department may take appropriate legal action against such defaulting tenderer.

#### **REJECTION OF BID**

The Tender Inviting Authority i.e. Principal of BIRSA MUNDA COLLEGE reserve the right to accept or reject any Bid or cancel Bidding processes and reject all Bids at any time prior to the award of Contract without assigning any reason there of. No claim in this regard by the bidder(s) for such action will be entertained by the Tender Inviting Authority i.e. Principal of BIRSA MUNDA COLLEGE or the Tender Inviting Authority will have no liability for the same.

#### **AWARD OF CONTRACT**

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter.

The notification of award will constitute the formation of the Contract.

The Agreement in W.B.F.No.-2911(ii) will incorporate all agreements between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT will be the part of the Contract Document.

**Principal  
Birsa Munda College  
Hatighisa Darjeeling**

**Memo No: 112/F-ET/BMC/2023**

**Dated:12/10/2022**

**Copy forwarded for Information and wide circulation through his office NOTICE BOARD & COLLEGE WEBSITE.**

1. The Deputy Secretary to the Govt. of West Bengal Department of Higher Education, Bikash Bhawan, Kolkata-700091
2. The Director of Public Instruction W.B. Bikash Bhawan , Salt Lake, Kolkata-700091.
3. Office Notice Board.

**Birsa Munda College  
Hatighisa Darjeeling**

**SECTION - B**

**ANNEXURE - A**

**PRE-QUALIFICATION APPLICATION**

To  
The Principal,  
Birsa Munda College  
Hatighisa, Darjeeling

Ref: - Tender

for \_\_\_\_\_

\_\_\_\_\_ (Name of work) \_\_\_\_\_

**N.I.e.T.No.: .....(Sl. No. ....)** of 2022-23 of Principal, Birsa Munda College Hatighisa, Darjeeling

•

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of \_\_\_\_\_ In the capacity  
\_\_\_\_\_ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

- (a) Tender Inviting & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority/Engineer-in-Charge reserve the right to reject any application without assigning any reason.

**Enclo: - e-Filing:-**

- 1. Statutory Documents
- 2. Non Statutory Documents

Date: -

\_\_\_\_\_  
*Signature, name and designation  
of Authorised Signatory  
For and on behalf of*  
.....  
*(Name of the Applicant)*

**N.B: Pre-Qualification Application should be made on Bidder (s) Letter Pad only.**

**ANNEXURE – B**

Information of audited **financial statements** for the last year to demonstrate the current soundness of the Bidder's financial position :

**Name of Work(s):**

**Name of Bidder:**

1. The Bidder's Net Worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.

2. Bidders, who meet the minimum qualification criteria, will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid capacity =  $(A \times N \times 2 - B)$  where

A = Maximum value of engineering works in respect of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The projects include turnkey project/ Item rate contract/ Construction works. Supported by payment certificate along with employers certificate otherwise will result in disqualification of the firm.

N = Number of years (i.e., \_\_\_\_\_ year) prescribed for completion of the works for which Bids are invited.

B = Financial Liability of the bidder to be incurred for existing commitments and on-going works during the period of the subject contract.

**To calculate the value of "A"**

A table containing value of Engineering Works in respect to Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows:

Sl. No.	Year	Value of Engineering Works undertaken w.r.t. Projects (Rs. In Crores)	Updation Factor	Value updated to the price level of the year
1	2	3	4	5 = Col.3 X Col. 4
1.	Year-1 (2021-22)			
2.	Year-2 (2020-21)			
3.	Year-3 (2019-20)			
4.	Year-4 (2018-19)			
5.	Year-5 (2017-18)			

ii) Maximum value of projects that have been undertaken during the F.Y. \_\_\_\_\_ out of the last 5 years and value thereof is Rs. \_\_\_\_\_ Crores

iii) Net worth for the last year is Rs. \_\_\_\_\_ of \_\_\_\_\_

(Name of the company)

Signature, name and designation

of Authorised Signatory

Signature of authorised signatory of the Statutory Auditors firm

Name of the Statutory Auditor's firm: Seal of the audit firm:

(Signature, name and designation and Membership No. of authorised Signatory)

'll result in disqualification of the firm.

**ANNEXURE - C**

**DECLARATION**

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

Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Tender No.	Estimated Amount	% of work executed	Sl No.	Name of the work with tender No.	Tendered Amount

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the Officer

\_\_\_\_\_  
Name of the Firm with Seal

Date\_\_\_\_\_

**ANNEXURE – D**

**To calculate the value of 'B'**

3) Table containing value of all the existing commitments and on-going workings to be completed during the next    days/    years (prescribed time of completion of the works for which Bids are invited) to be furnished:

Sl. No.	Name of work/ project	Name of the Employer	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement/ LOA with the Start date	Value of Contract as per Agreement /LOA Rs. _____	Value of work completed Rs. _____	Balance value of work to be completed Rs. _____	Anticipated date of completion	Financial liability to be incurred for the said work/project during the period of the subject contract Rs. _____
1	2	3	4	5	6	7	8	9	10

Calculation checked and verified

Signature, name and designation of  
Authorised Signatory

Name:

Designation:

For and on behalf of

(Name of the Applicant)

## 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 (Roads) Department Schedule of Rates for Road works, Bridge & Culvert Works and Carriage etc. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any, issued by the Executive Engineer, Bridge Planning Circle, or any other competent authority as applicable.

(ii) Latest edition of the book of name 'Specification for Road and Bridge Works' of the M.O.R.T. & H., Surface

Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works. For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid two specification books, relevant Public Works Department Schedule of Rates for Building Works and Materials & Labour in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concern State Highway Circle at the time of submission of tender for the working area will be considered.

#### C.2 Definition of Engineer-in-Charge and commencement of work :

The word "Engineer-in-Charge" means the Executive Engineer, North Bengal Development Department. The word "Department" appearing anywhere in the tender documents means **Principal, Birsa Munda College Hatighisa, Darjeeling**, who have jurisdiction, administrative or executive, over part of whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

#### C.3 Terms & Conditions in extended period :

As Clause 5 of W.B.F. No. 2911 (new version) as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.

#### C.4 Co-operation with other agencies and damages and safety of road users :

All works are to be carried out in close co-operation with the Department 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.5 Transportation arrangement :

The contractor shall arrange for all means of transport including railways 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.6 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 authorised agent or representative. For such intimation to the contractor's site office, it shall be deemed to be sufficient enough to be served upon the contractor.

**C.7 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 charges, 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)/GST, Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

**C.8 Authorised Representative of Contractor :** The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint an authorised 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 authorised representatives 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 authorised for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorised 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 authorised representative or left at his address, will be deemed to have been issued to the contractor.

**C.9 Power of Attorney :** Where an individual person holds a digital signature certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to and appropriate cadre officer of the company or an authorized partner of a firm, having a registered power of attorney empowered by the Board or by the firm, shall invariably upload a copy of Registered power of attorney showing clear authorization in his favour, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.

**C.10 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. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 and Clause- 68 of the printed form of W.B.F. 2911 (new version).

**C.11 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 be removed from the site by the contractor as per directed of the Engineer-in-Charge.

**C.12 Arrangement of Land :** The contractor will arrange land for installation of his Plants and Machineries, his godown, storeyard, 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.13 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 land. 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.14 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 authorised 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.15 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 Sub-Divisional Officer/Assistant Engineer Concerned, who is authorised 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 Sub-Divisional Officer/Assistant Engineer or his authorised 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 authorised 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 authorised 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 if the Contractor.
- i) Signature of the authorized representative duly attested by the Contractor.
- j) Signature of the Sub-Divisional Officer/Assistant Engineer concerned.
- k) Date of actual completion of work.
- l) Date of recording final measurement.

Entries in (k) & (l) above shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the Sub-Divisional Officer/Assistant Engineer.

C.16 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 chainaging anon with fixing 200m 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.17 S undry Mat erials : The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-In-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material

like, pegs, strings, nails flakes instruments etc. and also skill labour require for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.

C.18 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 analysed to the maximum extent possible from rates of the allied items of work appearing in the P.W. (Roads) Department 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 Public Works (Roads) Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department 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. 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.19 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 the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.

C.20 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.21 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.22 Road op ened to tr affic : 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 Compliance of different Acts : The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge, BMC 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.32 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.33 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.34 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.35 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.36 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.37 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.38 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.39 Procurement of materials : All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorised and approved source.

C.40 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.41 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.42 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.43 Issue of Departmental Materials: Departmental materials will not be issued under any circumstances.

C.44 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.45 Tender Rate: The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. No conditional rate will be allowed in any case.

C.46 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.47 Additional Conditions : A few additional conditions under special terms and conditions :

C.47.1. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

C.47.2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.

C.47.3. Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chainage of the work-site with aluminium plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.

C.47.4. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.

C.47.5. Deep excavation of trenches and left out for days shall be avoided.

C.47.6. Labour welfare Cess will be deducted @ 1(one) % of value of the works as per rule.

C.47.7. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

C.47.8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

C.47.9. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT/GST will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

C.48 Payment of Bills : As mentioned in clause 7 of Form 2911 (new version).

C.49 Refund of Security Deposit : As mentioned in Cl. No. 34 of NIT.

C.50 Arbitration: As mentioned in Cl. 23 of NIT

C.51 Price Adjustment OR Price Escalation As mentioned in Cl. 31 of NIT

Date: 12-10-2022



Principal

Birsa Munda College  
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