



GORKHALAND TERRITORIAL ADMINISTRATION
OFFICE OF THE EXECUTIVE ENGINEER
POWER DEPARTMENT
KURSEONG ELECTRICAL ENGINEERING DIVISION
KURSEONG



: 0354-2330240 (Telefax) E-mail: powerkurseong@yahoo.com

Memo No : 4/NleT/EE/POWER/KEED/GTA/2020-21(2nd Call)

Dated:04/01/2021

NOTICE INVITING E-TENDER No. 4/NleT/ EE/POWER/KEED/GTA of 2020-21 (2nd Call)

The Executive Engineer, Kurseong Electrical Engineering Division, G.T.A., Kurseong invites e-tender on behalf of the Principal Secretary, GTA, Darjeeling for the work detailed in the table below.(Submission of Bid through online)

1. List of scheme:-

Sl. No	Name of the work	Estimated Amt (Rs.)	Earnest Money (Rs.)	Price of Technical, Financial Bid documents, GTA Form & others Annexure	Time of Completion	Name of the Concerned Div. & Sub-Div.	Eligibility of Contractor
1)	ELECTRIFICATION WORKS FOR RESTORATION RENOVATION & MODIFICATION OF DARJEELING MORE TOURISM INFORMATION CENTRE, DARJEELING MORE,SILIGURI, GTA.[PART-4(100 KVA SOLAR POWER PLANT)]	Rs 91,53,832.76	Rs 1,83,077.00 (2% of the Tended amt.) Through the linked ICICI bank Payment Gateway	Rs 25,00.00 In favour of Executive Engineer, power Deptt, Kurseong Electrical Engineering Division RTGS/NEFT	06 (Six) Months	Executive Engineer Power dept. Kurseong Electrical Engineering division	As per Eligibility Criteria mentioned herein

- Intending bidder may download the tender document from the website <http://etender.wb.nic.in> directly by the help of Digital Signature Certificate. Scanned copy of documents should be submitted through e-Filling. (Details of which has been narrated in "Instruction to Bidders").
- The amount of Earnest Money is 2% (Two percent) of the estimated amount put to tender through the link ICICI Bank Payment Gateway has been made mandatory vide FDs Memo No 3975-F(Y) dated 28.07.2016 i.e. online transfer by (P.G./R.T.G.S/N.E.F.T.S.) against the work. The Tender Fees to be submitted through online transfer by (R.T.G.S/N.E.F.T.S.) or offline by (Demand draft/Cheque/Cash) on A/C No: 2104471480 Payable at CENTRAL BANK OF INDIA, Kurseong Branch, IFSC Code: CBIN0281282 in favour of Executive Engineer, Kurseong Electrical Engineering Division, G.T.A. against the work. Scanned receipt copy/ Challan etc. of RTGS/NEFT towards EMD and Tender Fees should be uploaded. Scanned files should be uploaded in designated folders as instructed in NIT and the scanned contents should be clear and eligible On verification/evaluation, if any information, documents are found to be false, forged/manufactured, necessary action shall be taken by Technical evaluation Committee and also lead to Suspension / Debarment of Bidder (PWD,WB Memo No. 547-W(C)/1M-387/15 Dated 16/11/2015) All information/details are to be filled in properly & entirely in Forms I to VI, Bid Capacity. Bidders are required to submit the details of ongoing works and bids submitted in Affidavit- X and enclose relevant copies of Certificate from concerned Executive Engineer and Work orders.

CHECKLIST OF DOCUMENTS REQUIRED TO BE SUBMITTED :
(TO BE UPLOADED IN DESIGNATED FOLDERS AS INSTRUCTED)

- 1) PAN CARD
- 2) GST
- 3) BANK SOLVENCY
- 4) PROFESSIONAL TAX CHALLAN (FY 2020-21)
- 5) I.T. RETURN ACK LATEST (FY 2020-21)
- 6) LABOUR LICENSE / RELATED DOCUMENT
- 7) TRADE LICENSE (FY 2020-21)
- 8) PARTNERSHIP DEED (ONLY FOR PARTNERSHIP) , MOA & INCORP. (ONLY FOR COMPANIES)
- 9) POWER OF ATTORNEY (ONLY FOR PARTNERSHIP / COMPANIES)
- 10) AUDITED BALANCE SHEET, PROFIT & LOSS FOR FY 16-17, 17-18,18-19, 19 -20 , 20 - 21
- 11) MACHINERIES (AS REQUIRED & MENTIONED IN NIT)
- 12) TECHNICAL MANPOWER (AS REQUIRED & MENTIONED IN NIT)
- 13) CREDENTIAL FOR SIMILAR NATURE OF WORK FOR WHICH APPLIED (COMPLETION CERTIFICATE & WORK ORDER)
- 14) PAYMENT CERTIFICATE
- 15) WORK IN HAND / ONGOING WORKS (CERTIFICATE WITH WORK ORDER)
- 16) AFFIDAVITS –X & Y, DECLARATION, UNDERTAKING ,IF ANY
- 17) FORMS I TO VI, BID CAPACITY
- 18) NIT , TENDER FORM ,MINUTES, CORRIGENDUM IF ANY
- 19) TENDER FEES, EMD (NEFT/RTGS)

1. **Acknowledgement of online transfer of Tender fees & EMD (Earnest Money Deposit), and Original copy of Affidavits, Pre-Qualification & Forms should be submitted** physically to the office of the Executive Engineer, Power Department, Kurseong Electrical Engineering Division, A.K.Mukherjee Road, GTA, Kurseong as per Schedule stated in SI No-12 part 6. Technical & Financial Bid should be digitally signed and uploaded concurrently in the Website <http://etender.wb.nic.in>. Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule stated in serial no-12 or as per the critical dates published in the website. **The documents submitted by the Bidders should be properly indexed, & self attested with seal.**

2. **Eligibility criteria for participation in tender :-**

- i) (a) Any Resourceful / Bonafide Electrical Contractors Only.
(b) Subletting of contract is strictly prohibited.
(c) The Bidder **must have valid Electrical Contractors License with one(1) B.Tech Electrical Engineer and Electrical Supervisor holding Valid Supervisor Competency Certificate (SCC) or equivalent "National Supervisors" as per I.E. Rules.** Supervisor should be available at site as and when required. A Registered Manufacturing Company/Firm/ Corporation in India of SPV Cells / Modules or PV System Electronics or Invertors or Battery (Conforming to relevant National / International Standards) or A PV System integrator working in the field of SPV Power plants who has installed/commissioned at least Solar Photovoltaic Power systems/Plant (s) aggregating to a total capacity 300KW
- ii) The prospective bidders shall have satisfactorily completed at least one work of similar nature having a magnitude of **40(Forty) percent** of the Estimated amount put to tender as a prime agency within last 5 (five) years from the date of publication of this tender under the authority of State/Central Gov, State/Central Gov. undertaking /Statutory Bodies. **N.B.** Credential Certificate issued by an officer not below the Rank of Executive Engineer, indicating Estimated amount, Date of completion of project & detail communicational address of Client etc must be enclosed.

- iii) Pan Card, Professional Tax receipt Challan for 2020-21, P.F, GST No & Registration Certificate to be accompanied with the Technical Bid document. Income Tax Acknowledgement Receipt for the financial year 2015-16 also to be submitted. **[Non Statutory Documents]**.
- iv) Any debarment of the prospective bidder or any of the constituent partners to participate in any tender by the GTA / WBSEDCL / P.W.D.(Electrical) or any Central/State Government Departments during the last 5 (five) years prior to the date of this NIT will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).
- v) The applicant's Working Capital shall not be less than **20 (Twenty)** percent of the amount put to tender and the own resource should minimum be 10% of the amount put to tender.
- vi) A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm, if found to have applied severally in a single job, all his applications will be rejected for that job.
- vii) The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. **[Non Statutory Documents]**
3. The prospective bidder shall establish field testing laboratory equipped with requisite instruments in confirmatory to relevant code of practice and technical staff according to the requirements of works to be executed.
4. Running payment for work may be made to the executing agency as per availability of fund. Provisions in Clause(s) 7, 8, & 9 contained in GTA Form so far as they relate to quantum and frequencies of payment are to be treated as superseded.
5. Constructional Labour Welfare Cess @ 1(one) % of cost of construction will be deducted from every Bill of the selected agency.
6. Price Adjustment is not applicable.
7. **Mobilization Advance and Secured Advance will not be given.**
8. Agencies shall have to arrange necessary land for installation of Plant & Machineries, (specified for each awarded work, storing of material, labour shed, laboratory etc. at their own cost and responsibility.
9. Bids shall remain valid for a period of **120 (One Hundred Twenty)** days from the last date of submission of Financial Bid/ Sealed Bid.
10. Materials will be procured by the contractor.

11. **Date & Time Schedule:-**

Sl. No	Particulars	Date & Time
1	Publishing of Tender	04/01/21 at 13:00 Hrs
2	Documents download/sell start date (Online)	04/01/21 at 13:00 Hrs
3	Bid submission Start Date	04/01/21 at 13:00 Hrs
4	Documents download/sell end date (Online)	18/01/21 at 17:00 Hrs
5	Bid Submission End Date	18/01/21 at 17:00 Hrs
6	Last Date of submission of Original Copies for the cost of Tender Documents and Earnest Money Deposit (Offline)	19/01/21 from 13:00 hrs to 15:00 hrs
7	Technical Bid Opening	20/01/21 at 10:00 Hrs
8	Financial Bid Opening	21/01/21 at 11:00 Hrs

12. There shall be no provision of Arbitration. Hence clause 25 of GTA FORM omitted considering clause 25 omitted vide notification no. 558/SPW dated. 13.12.2011 of Principal Secretary, P.W. & P.W. (Roads) Department.

Modification of Clause relating to Settlement of Disputes under Conditions of Contract vide No. 8182-F(Y) Kolkata, the 26th September, 2012 of Secretary to the Government of West Bengal.

Existing Clause 25 needed to be reviewed to protect the interest of the Government and the contractors. Accordingly, the Governor is pleased to replace the existing Clause 25 with the following:

“Clause 25” – Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer – In – Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three months from the date of receipt of the Contractor’s letter.

The Dispute Redressal Committee in GTA is with the following officials as members: –

1	Principal Secretary, GTA	Chairman.
2.	Secretary, GTA.	Member.
3	Chief Engineer, GTA.	Member Secretary and Convenor.
4	Executive Director, Power Department, GTA.	Member.
5	Executive Director, Finance Department, GTA.	Member.
6	Superintending Engineer, Power Department, GTA.	Member.
7	Executive Engineer, Power Department, Kurseong Electrical Engineering Division	Member.

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

13. **Earnest Money:** The amount of Earnest Money is 2% (Two percent) of the estimated amount put to tender as applicable, on the State Government’s e-Procurement Portel (<https://wbenders.gov.in>) through the link ICICI Bank Payment Gateway has been made mandatory vide FDs Memo No 3975-F(Y) dated 28.07.2016 i.e. online transfer by (P.G./R.T.G.S/N.E.F.T.S.) against the work. This clause is also applicable for all categories of application except those are exempted as per Government Order no. 1110-F, Dated – 10.02.2006 of Special Secretary Finance Department, Govt. Of West Bengal.
14. The Bidder, at the Bidder’s own responsibility and risk, must visit and examine the site of work and surroundings to 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. Traffic management and execution shall be the responsibility of the Agency at his/her/their risk and cost. The diversion road if required for smooth flow of the traffic is to be constructed & maintained by the agency at his own cost. Any such expenditure be duly considered and accounted for in the bid offered.
15. The intending Bidders shall clearly understand that, whatever may be the out come of the Bids, no cost of Bidding shall be reimbursable by the Department. The Executive Engineer, Power Department, Kurseong Electrical Engineering Division, GTA, 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 the stage of Bidding.
16. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in ‘Instructions to Bidders’ before bidding.

17. 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.
18. All intending bidders are requested to be present in the office of the 'The Executive Engineer, Power Department, Kurseong Electrical Engineering Division, GTA, Kurseong during opening of the Financial Bid, who may further call Open Bid/ Seal Bid after opening of the said bid to obtain the suitable rate further, if it is required. No objection in this respect will be entertained raised by any bidder who will present during opening of bid, or from any bidder who will be absent at the time of opening of Financial Bid. No informal tenderer will be entertained in the bid further.
19. No CONDITIONAL / INCOMPLETE TENDER will be accepted under any circumstances.
20. The work shall be done in compliance with relevant ISS, I.E Rules, The Electricity Act and other relevant statutory rules with latest amendments/modification thereof.
21. If the work is not done as per specification or found unsatisfactory by the company, the contractor will have to execute the said work at his own cost further up to entire satisfaction of the supervising officer.
22. In case of Quoting rates no multiple lowest rates will be entertained by the Department.
23. The Executive Engineer, Power Department, Kurseong Electrical Engineering Division, GTA, reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
24. During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice and penal action will be imposed as per Rule.
25. In case if there be any objection regarding Prequalifying the Agency, that should be lodged to the Chairman Screening Committee within 2 days from the date of publication of list of qualified Agency and beyond that time schedule no objection will be entertained by the Screening Committee.
26. 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 manufacture or false in that case, work order will not be issued in favour of the tenderer under any circumstances.
27. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
 - i) GTA Form
 - ii) NIT
 - iii) Special terms & Condition
 - iv) Technical bid
 - v) Financial bid
28. Qualification Criteria:

The Tender Inviting and Accepting Authority through a ' screening Committee' will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding :-

 - a) Financial Capacity
 - b) Technical Capability comprising of electrical equipments for e.g.(Megger, testing equipments)
 - c) Experience / Credential.

The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. Document submitted by a bidder is either found manufactured or false; the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice.
29. Refund of EMD: The Earnest Money of all the unsuccessful Tenderers deposited in favour of the concerned Executive Engineer along with the Tenders will be refunded by the said Executive Engineer on receipt of application from Tenderers on the basis of P.W.D. accounts branch notification no- 451-A /PW/O/10C-35/10 dated 26/07/2011 of Secretary to the Govt. of West Bengal.

30. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970. (b) Apprentice Act. 1961, (c) PF of the workers and (d) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

INSTRUCTION TO BIDDERS

SECTION – A

1. **General guidance for e-Tendering**

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

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 public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

3. **Digital Signature certificate (DSC)**

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 Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to tenderer DSC is given as a USB e-Token.

4. 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. This is the only mode of collection of Tender Documents.

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.

6. **Submission of Tenders**

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is 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. Technical proposal

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

A-1. Statutory Cover Containing

- i Prequalification Application (Sec-B, Form's – I)
- ii Demand Draft/ Pay Order /Bankers Cheque or Acknowledgement of Online Transfer from any Nationalised Bank towards cost of tender documents / original documents as prescribed in the NleT, against each serial of work in favour of Executive Engineer, Power Department, Kurseong Electrical Engineering Division payable at, Kurseong.
- iii Demand Draft/ Pay Order / Bankers Cheque or Acknowledgement of Online Transfer from any Nationalised Bank towards earnest money (EMD) as prescribed in the NleT against each of the serial of work in favour of Executive Engineer, Power Department, Kurseong Electrical Engineering Division payable at, Kurseong
- iv Affidavits format for general affidavit shown in "X" & "Y".

- v. GTA form & NleT (Download, digitally sign & upload the same). Quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in 2911(ii) the tender liable to summarily rejected.
- vi. Special Terms, condition & specification of works.
- vii. Certificate of revolving line of credit by the Bank (if required).

A-2. Non statutory Cover Containing

- i. Electrical Contractors License, Electrical supervisor certificate of competency with requisite parts PAN Card, Professional Tax (PT) Challan for current year 2019-20, IT, Saral for last three years the FY 2017-18 , GST Registration Certificate and latest VAT/GST Return.
- ii. Registration Certificate under Company Act. (if any), Trade License
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. List of testing electrical equipments possessed.
- vi. Credential for completion of at least one similar nature of work under the authority of GTA, state/ central Govt. statutory bodies under State/Central Govt. constituted under the statute of the state/ state Govt. having a magnitude of **40 (Forty) percent** of the Estimated amount put to tender during the last 5(five) years prior to the date of issue of this NleT is to be furnished. (Ref. Cl. No. 3(i) of this NleT (Section: B, Form: V).

Scanned copy of Original Credential Certificate as stated in 3(i) of NleT.

Note: Failure of submission of any of the above mentioned documents (as stated in A-1 & A-2) will render the tender liable to summarily rejected for both statutory & non statutory cover

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl no	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. GST No & REGISTRATION CERTIFICATE 2. PAN CARD 3. P TAX (CHALLAN) 2019 4. LATEST IT RECEIPT FY 2019-20
B.	COMPANYDETAILS	COMPANY DETAILS 1	1. PROPRIETORSHIP FIRM (TRADE LICENCE) 2. PARTNERSHIP FIRM (PARTNERSHIP DEED, TRADE LICENCE) 3. LTD. COMPANY (INCORPORATIONCERTIFICATE, TRADE LICENCE) 4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE) 5. POWER OF ATTORNEY
C.	CREDENTIAL	CREDENTIAL1 CREDENTIAL2	1. SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER 2. ENLISTMENT COPY ISSUED BY ANY DEPARTMENT
D.	FINANCIAL (INFO)	PAYMENT CERTIFICATE1 PAYMENT CERTIFICATE2.	ONLY PAYMENT CERTIFICATE (NOT THE TDS CERTIFICATE)
		P/L AND BALANCE SHEET FOR LAST 3 (THREE) FINANCIAL YEARS	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXURE AND 3 CD FORM IN CASE OF TAX AUDIT) FY 2017-18, 2018-19, 2019-20

E.	EQUIPMENT(S)	TESTING M/C	LIST OF TESTING EQUIPMENTS
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B. Tender screening committee(TSC)

- i. Screening committee comprising of Executive Engineer, Power Department, K.E.E.D. GTA, Assistant Engineer, Power Department K.E.E.D. GTA, Divisional Estimator, Power Department, GTA, & Accountant/UDC Power Department K.E.E.D. GTA will act for determination of technically qualified contractors.
- ii. 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 challenge whatsoever against such decision of the said committee will be entertained. In case of third and subsequent calls, the Bid Evaluation Committee reserves the right to ignore more and more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.
- iii. Opening & evaluation of tender : - If any contractor is exempted from payment of EMD, copy of relevant Government order needs to be furnished.
- iv. Opening of Technical proposal: - Technical proposals will be open by the Executive Engineer, Power Department, Kurseong Electrical Engineering Division, G.T.A. or his authorized representative electronically from the web site stated in Cl. No. 2 using their Digital Signature Certificate.
- iv. Intending tenderers may remain present if they so desire.
- v. Cover (folder) statutory documents (vide Cl. No. 6.A-1) should be open first & if found in order, cover(Folder) for non statutory documents (vide Cl. No. – 6.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- vi. Decrypted (transformed into readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evaluation committee.
- vii. Uploading of summary list of technically qualified tenderers
- viii. Pursuant to scrutiny & decision of the screening committee 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.
- ix. While evaluation the committee may summon of the tenders & seek clarification / information or 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.

C : 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 par) 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.
7. Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.E.T. to be derived from the information furnished in FORM-I i.e., Application (for Pre-qualification). For Financial Statement if an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Engineer-In-Charge/ Employer.
8. Penalty for suppression / distortion of facts:
If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificated and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee 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, 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 P.W. Directorate may take appropriate legal action against such defaulting tenderer as per I.T. Rule.

9. Rejection of bid

The Employer reserves the right to accept or reject any Bid and 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 or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

N.B. : The Bidder whose Bid has been accepted will be notified by the Tender inviting & Accepting Authority acceptance letter / Letter of Acceptance. The Letter of Acceptance 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 NleT & B.O.Q. will be the part of the Contract Document.

Sd/-
**Executive Engineer,
Power Department
Kurseong Electrical Engineering Division
Gorkhaland Territorial Administration.
Kurseong**

Memo No :

Dated:

Copy forwarded for information and wide circulation through this office Notice Board:

1. The Principal Secretary, G.T.A, Lalkothi Complex, Darjeeling.
2. The O.S.D. to the Hon'ble Chairman, Board of Administrators, G.T.A. Lalkothi Complex, Darjeeling for favour of bringing it to his kind notice.
3. The Secretary, GTA, Lalkothi Complex, Darjeeling.
4. The Chief Engineer, GTA, Darjeeling.
5. The Executive Director, Finance Department, GTA, Darjeeling.
6. The Executive Director, Power Department, GTA, Darjeeling.
7. The Executive Director, Tourism Department, GTA, Darjeeling.
8. The Superintending Engineer, Power Department, Darjeeling.
9. The Assistant Engineer, Sub-Division – I/II, Power Department, GTA, Kurseong.
10. This Office Notice Board.

Sd/-
**Executive Engineer,
Power Department
Kurseong Electrical Engineering Division
Gorkhaland Territorial Administration.
Kurseong**

AFFIDAVIT – “X”
(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 _____

AFFIDAVIT – “Y”
(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 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 M/S _____ nor any of constituent partner had been debarred to participate in tender by the G.T.A. / MES, Railways / P.W.(Electrical) Department, WBSEDCL, or any Central/State Government Departments 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 Department 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 Department.
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.

Signed by an authorized officer of the firm

Title of the Officer

Name of the Firm with Seal

Date_____

SECTION – B

FORM –I

PRE-QUALIFICATION APPLICATION

To
The Executive Engineer,
Power Department,
Kurseong Electrical Engineering Division,
Gorkhaland Territorial Administration.
Kurseong.

Ref: - Tender for _____
_____ (Name of work) _____

N.I.T.No.:(Sl. No.) of 2020-21 of Executive Engineer,Power Department, Kurseong Electrical Engineering Division, GTA, Kurseong.

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-Filling:-

- 1. Statutory Documents
- 2. Non Statutory Documents

Date: -

**Signature of applicant including title
and capacity in which application is made.**

SECTION – B
Form - II
FINANCIAL STATEMENT

B.1 Name of Applicant :

E-mail Address:-

B.2 Summary of assets and liabilities on the basis of the audited financial statement of the last three financial years.
(Attach copies of the audited financial statement of the last three financial years)

	Year (Rs. In lakh)	Year (Rs. In lakh)	Year (Rs. In lakh)	Year (Rs. In lakh)	Year (Rs. In lakh)
--	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------

a) Current Assets :
(It should not include investment in
any other firm)

b) Current liabilities :
(It should include bank over draft)

c) Working capital :
(a) – (b)

d) Net worth :
(Proprietors Capital or Partners
Capital or Paid up Capital + Resource
& surplus)

e) Bank loan/ Guarantee :

B.3. Annual value of construction works undertaken:

Work in hand i.e Work order issued	As on 31.03.2019	As on 31.03.2018	As on 31.03.2017	As on 31.03.2016	As on 31.03.2015

B.4. Bid Capacity:

[A.N.2 –B]

A = Maximum value of work done in a single year during last three years

B = Value at current price level of existing commitments and ongoing works to be completed in the next N years.

N = Time of completion of the work in years for which tender has been invited

N.B. The Audited Balance Sheet and Profit & Loss Account with all the schedules and annexure forming part of the Balance Sheet and Profit & Loss Accountant for the last three years should be given. All these financial statements should be signed by a competent authority for the last three years[Ref. :- Clause 7 of instruction to bidders & Clause No. 3(vi) of NIT].

Signed by an authorized officer of the firm

Title of the Officer

Name of the Firm with Seal

Date_____

SECTION - B

FORM- III STRUCTURE AND ORGANISATION

- A.1 Name of applicant :
- A.2. Office Address :
- Telephone No. :
- Fax No. :
- E-mail Address: :
- A.3 Name and address of Bankers :

Note: Application covers Proprietary Firm , Partnership , Limited Company or Corporation.

Signature of applicant including title
And capacity in which application is made.

SECTION - B
FORM – IV

A. CONTRACTOR'S EQUIPMENT

Sl. No	TYPE OF EQUIPMENT	Qty
1.		
2.		
3.		
4.		
5		
6.		
7.		
8.		
9.		
10.		

Signature of applicant including title
And capacity in which application is made.

SECTION – B
FORM – V
EXPERIENCE PROFILE

Name of the Firm:

D.1 LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible for supervision	Contract price in Indian `.	Percentage of Participation of company	Original Date of start of work	Original Date of completion of work	Actual Date of starting the work	Actual Date of completion of work	Reasons for delay in completion (if any)

Note: a) Certificate from the Employers to be attached

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

Signature of applicant including title
and capacity in which application is made.

FORM – VI
DECLARATION BY THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work.


I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Bill of Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools and plants, at my/our cost required for the work.

I/We also agree to claim for the Running Account Bill or Final Bill as and when the fund is Available with the Finance Department and will not go in litigation for any delay in Payment.

 GORKHALAND TERRITORIAL ADMINISTRATION KURSEONG ELECTRICAL ENGINEERING DIVISION
This work (Name of Work) was funded and executed by GTA.
Profile of the Scheme:
Tendered Amount:
Name of Agency:
Starting Date:
Completion Date:

for any feedback on the work, GTA may be informed in Whatsapp Number (9434747198).

It has been made mandatory with reference to vide Memo No. 49/PS/GTA Dated: 18/02/2019 at each site, a retro-reflective sign board with following words. (1.Name of work,2. Profile of the Scheme,, 3. Tendered Amount,4. Name of Agency,5. Starting Date,6. Completion Date) of permanent nature of size (3x4ft), with GTA logo and Whatsapp Number, be installed during construction stage and at completed project also, with the same colour.

Signature of Tenderer

SECTION – C

Special terms and conditions

B.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 PWD Schedule of Rates for Electrical Works and WBSEDCL Schedule of Rate. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any.

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

The word "Engineer-in-Charge" means the Executive Engineer, Power Department, Kurseong Electrical Engineering Division the concerned Division. The word "Department" appearing anywhere in the tender documents means Power Department, Kurseong Electrical Engineering Division, Gorkhaland Territorial Administration, 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.

B.3 Terms & Conditions in extended period :

As Clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge against proper reasoning's, it will be taken for granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated up to the extended period. [Except in case of adjustment of price for increase or decrease of basic materials which is guided by relevant G.O. s stated in Cl. No. 9 of NIT]

B.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 contract or contracts that 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.

B.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 will 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 his aspect while quoting rate.

B.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 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.

B.7 Incidental and other charges:

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or 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), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, GST etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up to 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.

B.8 Authorized Representative of Contractor :

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorized 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. 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 Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorized for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, 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.

B.9 Power of Attorney :

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

B.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, 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 of the printed form of W.B.F. No.2911 (ii).

B.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 damage 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.

B.12 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 Engineer-in-charge.

B.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 Engineer-in charge. 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.

B.14 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 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 Sub-Divisional Officer/Assistant Engineer 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 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.

B.15 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.

B.16 Sundry Materials :

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

B.17 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 extend possible from rates of

the allied items of work appearing in the P.W.D or 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 N.I.e.T.

(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 N.I.e.T.

(c) In case, addition items do not appear in the above P.W.D or 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 N.I.e.T.

(d) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed.

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

B.18 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. However, when 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.

B.19 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.

B.20 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.

B.21 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.

B.22 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.

B.23 Serviceable Materials :

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

B.24 Unserviceable Materials :

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

B.25 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.

B.26 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.

B.27 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 or 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.

B.28 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.

B.29 Realization of Departmental claims :

Any sum 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.

B.30 Compliance of different Acts :

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or Superintending Engineer of the concerned Circle of P.W. (Roads) Directorate may at his discretion, 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 data 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.

B.31 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.

B.32 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.

B.33 Programme of work :

Before actual commencement of work the contractor shall submit a programme of construction of work 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.

B.34 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.

B.35 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.

B.36 Testing of qualities of materials & workmanship :

All materials and workmanship shall be in accordance with the specifications laid down in the contract 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.

B.37 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.

B.38 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.

B.39 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.

B.40 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.

B.41 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.**

B.42 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 work and due to non-delivery of the possession of site, if any.

B.43 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. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.
4. Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.
5. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
6. Income Tax Will be deducted from each bill of the contractor as per applicable rate and rules in force.
7. G.S.T. will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

B.44 Payment of Bills :

As mentioned in the NIT

B.45 Refund of Security Deposit :

The Contractor shall be responsible for satisfactory maintenance of the work at appropriate service level to the satisfaction of the Engineer-in-charge for a period of 1(one) year from the date of completion of the work. The security deposit relating to the work shall be refunded on expiry of the period of one year.

B.46 Arbitration:

B.47 Defect Liability Period:

The executed work should be guaranteed for 3 (Three) year from the date of completion of the work and the entire rectification work will be done by the Agencies at their own cost. If any defect/damage is found during the period as mentioned above the contractor has to make the same good at his own expense to the specification at par with instant project work, or in default, the Engineer-in-charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contract or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof. Refund of Security Deposit will only be made on the pro-rata basis i.e. release of such security deposit shall be refunded on expiry of the period of three year. Hence CI No. 17 of 2911(ii) is hereby superseded.

B.48 Maintenance Condition Contract :

During the guarantee period the agency should perform free of cost maintenance thrice in a year (every 4 month alternatively).

The entire replacements of Electrical parts, Lubricants should be borne by the agency within the guarantee period.

Sd/-
**Executive Engineer,
Power Department
Kurseong Electrical Engineering Division
Gorkhaland Territorial Administration.
Kurseong**