

NOTICE INVITING e-TENDER

No: RM/CIVIL/DEV/NIT/274, Dated: 22.05.2023

Tender Notice No. : WBMAD/RNPUR/ENIT/PCC-9/2022-23

The Chairman, **Raghunathpur Municipality**, on and for behalf of the Board of Councillors of Raghunathpur Municipality invites sealed competitive e-Tender on Percentage rate basis (Two part System) from reliable and resourceful Companies/Firms/Contractors having experience and acumen in similar nature works as noted below the eligibility and depicted hereunder for participating in the e-Tender.

1.	Name of Work:	Construction of PCC Road from Pasupati Bagdi via Dilip Sen to Main Road of Ward No-10 under Raghunathpur Municipality.
2.	Estimated Cost Put To Tender	Rs. 2 5 0 5 8 8 . 0 0 (Rupees Two Lakh Fifty Thousand Five Hundred and Eighty Eight Only)
3.	Location of Work:	At Ward No-10 Raghunathpur, P.O: Raghunathpur, Dist: Purulia,West Bengal
4.	Eligibility to participate in the Tender	<p>a) <u>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 the tender notice</u></p> <p style="text-align: center;">OR</p> <p>b) <u>Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice</u></p> <p style="text-align: center;">OR</p> <p>c) <u>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 (a) above.</u></p> <p style="text-align: center;"><u>in any Government Municipality/Board/Semi-Govt./Corporation/Statutory Authority/Undertaking etc.</u></p> <p>NOTE : 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 works is in progress satisfactory and also that no penal action has been initiated against the executed agency i.e. the tenderer. [Non statutory Documents] N.B. :- 1) Completion certificate, obtained from the Engineer-in-Charge should contain a) Name of work, (b) Name and address of Client, (c) Amount put to tender mentioning estimated amount of Civil as well as electrical work (d) Date of commencement of work (e) Date of completion of work (f) Final bill value. 2) Credential certificate issued by the Executive Engineer or equivalent competent authority a State / Central Government, State / Central Government undertaking, Statutory / autonomous bodies constituted under the Central / State Statue, on the executed value of completed / running work will be taken</p>

			as credential.																								
			Note: a) <i>Only works of nature depicted above completed successfully will be treated as credential.</i>																								
5.	Documents to be produced in support of Credential for Tender Part-I (Prequalification Documents)		A successful performance and completion certificate shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice (Ref: Sl. No. 4 :Eligibility to participate in the Tender). Besides this, following documents shall have to be furnished: Bidder intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those work. The available turn over and bank solvency should also be cumulative for multiple works.																								
		a.	Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm																								
		b.	Copies of valid PAN Card, GST Registration Certificate, Professional Tax clearance Certificate, Valid up to date clearance of Income Tax return																								
		c.	Valid documents in support of annual Turnover.																								
		d.	List of machines and equipment's necessary for field if any as well as laboratory test for all materials.																								
		e.	Experience and address, fax & telephone nos. , mobile no., & E-mail ID nos. of the firm.																								
			All documents in original to be produced in due course of time as & when asked by the Tender inviting authority.																								
6.	Earnest Money		2% (Rounded Off) of the estimated cost of work put to Tender Rs. 5,012.00 (Rupees Five Thousand Twelve Only)																								
			NOTE :- <u>Earnest Money will be deposited by the Tenderder through the following payment mode as per Finance Municipality Order No. 3975-F(Y) dated 28th July, 2016 (Annexure – B)</u> (i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment Through ICICI bank payment gateway. (ii) RTGS/NEFT in case of offline payment through bank account in any bank. Tenderder eligible for exemption of EMD as per Govt. rules may avail the same and necessary documents Regarding the exemption of EMD must be uploaded in the EMD folder of Statutory Tender documents.																								
			Refund of EMD :- As per Finance Municipality Order No. 3975-F(Y) dated 28th July, 2016 (Annexure – B)																								
7.	Cost price of Tender documents		Rs. 1000/-																								
8.	Date and Time Schedule :-		<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Particulars</th> <th>Date and Time</th> </tr> </thead> <tbody> <tr> <td>a)</td> <td>Date of uploading of NleT. and Tender Documents online) (Publishing Date)</td> <td>.23.05.2023 at 10.30 A.M.</td> </tr> <tr> <td>b)</td> <td>Documents download/sell start date (Online)</td> <td>23.05.2023 at 11.00 A.M.</td> </tr> <tr> <td>c)</td> <td>Date of Pre Tender Meeting with the intending Tenderders In the office</td> <td>27.05.2023 at 11.00 A.M.</td> </tr> <tr> <td>d)</td> <td>Tender submission start date (On line)</td> <td>23.05.2023 at 10.30 A.M.</td> </tr> <tr> <td>e)</td> <td>Tender Submission closing (On line)</td> <td>31.05.2023 at 18:00 Hrs.</td> </tr> <tr> <td>f)</td> <td>Tender opening date for Technical Proposals (Online)</td> <td>03.06.2023 at 11:00 Hrs.</td> </tr> <tr> <td>g)</td> <td>Date of uploading list for Technically</td> <td>To be notified</td> </tr> </tbody> </table>	Sl. No.	Particulars	Date and Time	a)	Date of uploading of NleT. and Tender Documents online) (Publishing Date)	.23.05.2023 at 10.30 A.M.	b)	Documents download/sell start date (Online)	23.05.2023 at 11.00 A.M.	c)	Date of Pre Tender Meeting with the intending Tenderders In the office	27.05.2023 at 11.00 A.M.	d)	Tender submission start date (On line)	23.05.2023 at 10.30 A.M.	e)	Tender Submission closing (On line)	31.05.2023 at 18:00 Hrs.	f)	Tender opening date for Technical Proposals (Online)	03.06.2023 at 11:00 Hrs.	g)	Date of uploading list for Technically	To be notified
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			Qualified Tenderders (online)	later
			h) Date and Place for opening of Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Tenderders
			i) Date of uploading of list of qualified Tenderders along with the offer rates through (on line),	To be notified later.
			j) Also if necessary for further negotiation Through offline for final rate.	To be notified later.
9.	Time of completion		Time of completion of the Contract is 30 (Thirty Days) calendar days from the date of issue of Work Order.	
10.	Site inspection & general information		Intending Tenderders are required to inspect the site of the Project with particular reference to location and infrastructure facilities. They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices. They are also acquainted with relevant IS specifications with latest amendments, IE Rules, CPHEEO manuals, Clauses & Sub Clauses of the Tender documents and to have fully acquainted with all details of work front, communications, underground utility services, seasonal weather and its variation, labours, water supply, existing & proposed site levels, Highest Flood Level(HFL), Finished Ground Level(FGL) position and diversion of transportation and barricading , if required, electricity and any other general information including topological condition & existing level and level pertaining to and needed for the work to be completed in time properly.	
11.	Tender documents		<p>A full set of Tender documents consists of 2 Parts. These are</p> <p>PART I :-Containing all documents in relation to the name of the firm applied for and credential possessed along with all documents as depicted in Sl. No. 4 along with this NleT and its all corrigenda's.</p> <p style="text-align: center;">And</p> <p><u>Section A</u>: Special Terms & Conditions.</p> <p style="text-align: center;">&</p> <p><u>Section B</u>: ANNEXURES</p> <p>Annexure under Section B :</p> <p>A. Tender & Contract for Works (General rule & Direction for Guidance Of Bidders/Contractors) i.e. WBF 2911/2911(i)/2911(ii) as applicable</p> <p>B. Online Receipt & refund of e-Tender through State Govt. e-Tender Portal (G.O No. 1526-F(Y) dt. 18.03.2014 Of Finance Deptt., Govt. Of WB)</p> <p>C. Online Receipt & refund of EMD of e-procurement through State Govt. E-Procurement Portal(G.O No. 3975-F(Y) dt. 28.07.2016 Of Finance Deptt., Govt. Of WB)</p> <p>D. Amendment of rules For WBF 2911 (G.O No. 4374-F(Y) dt. 13.07.2017 Of Finance Deptt., Govt. Of WB)</p> <p style="text-align: center;">&</p> <p>PART II :-Containing the Following Document.</p> <p>Tender Price / Price Schedule. (.xls format)</p>	
12.	Validity of Tender		A Tender submitted shall remain valid for a period of 120 calendar days from the date set for opening of Tenders. Any extension of this validity period if required will be subject to concurrence of the Tenderders.	

13.	Withdrawal of Tender		A Tender once submitted shall not be withdrawn within the validity period. If any Tenderder/Tenderders withdraw his/their Tender(s) within the validity period then Earnest Money as deposited by him/them will be forfeited and even a legal action may be taken by Municipality.
14.	Acceptance of Tender		The "Chairman, Raghunathpur Municipality" will accept the Tender. He /She does not bind himself/herself to accept otherwise the lowest Tender and reserves to himself/herself the right to reject any or all of the Tenders received without assigning any reason thereof.
15.	Intimation		The successful Tenderder will be notified in writing of the acceptance of his Tender. The Tenderder then becomes the "Contractor" and he shall forthwith take steps to execute Formal Contract Agreement in appropriate "WBF 2911 " with the "The Chairman, Raghunathpur Municipality, "and fulfil all his obligations as required by the Contract.
16.	Escalation of Cost		There will be no escalation in cost for materials or labour and the contract price mentioned in the contract & stand valid till completion of the O&M of the contract, and other obligation, if any.
17.	Name & address of Engineer-In-Charge (EIC) of the Work		Bijoy Kumar Moni, Raghunathpur Municipality, who is the Engineer-in-Charge of Raghunathpur Municipality.
18.	Payment		Payment will be made to the successful Tenderder by the "Chairman, Raghunathpur Municipality" periodically on recommendation of Engineer-in-Charge.
19.	Influence		Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderder who resorts to this will render his Tender liable to rejection.
<u>Following clauses are to be adhering to by the concerned Tenderder during the process of Tendering.</u>			
20.	In case office faces sudden closure owing to reason beyond the scope and control of "The Chairman, Raghunathpur Municipality", any of last date/dates as schedule in Sl. No 8 may be extended up-to/to next and following working day without issuing further and separate notice should the "The Chairman, Raghunathpur Municipality", feels it to be necessary and exigent.		
21.	Persons having authenticated and having registered Power of Attorney may be considered lawfully becoming to be acting on and for behalf of the Tenderder.		
22.	Sufficient care has been taken to avoid variance in between the contents of the listed Documents in the Tender document. However, if there is any variance between the contents of different data & documents, the provision of data & documents appearing earlier in the list shall prevail over the same provided in the contents coming later.		
23.	Imposition of any duty/tax/rule etc. owing to change /application in legislations/enactment shall be considered as a part of the contract and to be adhering to by the Tenderder/Contractor strictly.		
24.	Tender Acceptance Authority is the "The Chairman, Raghunathpur Municipality".		
25.	In case of any dispute arising from any clauses of similar nature between Tender documents and Govt. Form 2911, the decision of The Chairman, Raghunathpur Municipality, will be final and binding.		
26.	All usual deductions for taxes as applicable i.e. GST, IT, and Labour welfare cess Or GST etc. as applicable will be made from the bills from time to time		
27.	No conditional Tender shall be entertained.		
28.	In the event of e-Filing intending Tenderder may download the Tender document from the website http://wb.tender.gov.in directly by the help of Digital Signature Certificate & necessary cost of Tender document (if any) may be remitted from any nationalized bank in favour of "The Chairman, Raghunathpur Municipality", payable at Raghunathpur & same may be documented along with earnest money Deposit through e-Filling, (scanned copy to be submitted)(Details of which has been narrated in "Instruction to Tenderders"). Technical Tender & Financial Tender both will be submitted concurrently duly digitally signed in the Website http://etender.wb.nic.in . Tender document may be downloaded from website & submission of Technical Tender/Financial Tender as per Tender Schedule.		
29.	Any Tender without Earnest Money, as specified in this NleT (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. In case of exemption proper document has to be uploaded.		
30.	The Tenderder, at the Tenderder'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 participating in the Tender 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 Tenderder's own expense. Traffic management and execution shall be the responsibility of the Agency at his/her/their risk and cost.
31.	Prospective applicants are advised to note carefully the minimum qualification criteria as Mentioned in 'Instructions to Tenderders' before Tendering.
32.	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 Tenderder will not be allowed to participate in the Tender and that application will be out rightly rejected without any prejudice.
33.	Before issuance of the work order, the Tender inviting authority may verify the Credential & other documents with the original of the lowest Tenderder if found necessary. After verification, if it is found that such documents submitted by the lowest Tenderder is either manufacture or false, in that case, L.O.A./ work order will not be issued in favour of the Tenderder under any circumstances.
34.	If any discrepancy arises between two similar clauses on different notifications, the decision of " The Chairman, Raghunathpur Municipality" is final & binding.
35.	Contractor shall have to comply with the provisions of (a) the contract labour(Regulation Abolition) Act. 1970(b) Apprentice Act. 1961 and (c) 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.
36.	Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any Tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such Tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.
37.	Any legal matter will be settled within the jurisdiction of Hon'ble District Judges Court at Raghunathpur , Dist.- Raghunathpur , West Bengal.
38.	Tenderder would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the conditions of the Tender documents before the Tender Inviting Authority in writing 48 hours prior to Pre Tender Meeting, beyond such period no representation in that behalf will be entertained by the Tender Inviting Authority.
39.	The successful Tenderder will remain liable for following with West Bengal Contract Labour (Regulation & Abolition) Act 1970 and necessary certificates from appropriate authority to be submitted within 07 (seven) days from the date of issue of work order, otherwise the work order may be cancelled.
40.	Security Deposit @ 1% (one percent) will be deducted (As per memorandum no.201-F(Y) dated.18.01,2021 of Finance Department Govt. of West Bengal) from each and every running bill. The entire amount of such 3% (three percent) of Security Deposit (Initial 2% EM + additional 1%) excluding for operation and maintenance will be refunded without any interest only as per clause 45 of this Section.
41.	Note: - The Earnest Money, as specified in this NleT shall be paid by online internet bank transfer or NEFT or RTGS (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Deptt., Govt. Of West Bengal). Every such Transfer shall be done on or after the date of publish of NleT. Any Tender without such Transfer of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as Statutory document.
42.	All materials including cement, steel etc. are to be procured from the market by the agency of his own, duly approved by the Engineer-in-Charge. Test certificate in this respect is also Required to be placed to Engineer-in-Charge.
43.	The reinforcement steel should be procured from steel producers (Primary steel producers, Integrated steel producers, Secondary steel producers and other steel producers) who must have valid license to use the Standard mark of the Bureau of Indian Standard. The authorized suppliers of steel producers shall have to produce the valid license in favour of the original producer to use the Standard mark of the Bureau of Indian Standard.
44.	Steel of grade HYSD/Fe500/Fe500D as per IS Specification should be supplied and used as per direction of the Engineer-in-Charge. Steel reinforcement to be procured from any of the above mentioned producers should be tested (physical test and chemical test) as per required frequencies and as per relevant code of Bureau of Indian Standard by the procuring authority from the laboratory / institution with proper testing infrastructure (preferably NABL accredited), approved by procuring authority / Engineer in charge of the works. Cost of such testing will be borne by the produces / suppliers/agency. The test result (both physical & chemical) should conform to IS :1766 (latest revision) or IS: 432 (latest version) whichever is applicable.

45.	<p>There will be a "Defect Liability Period" of 01 (One) year and the security deposit will be released phase wise as detailed below. Prospective Tenderders will have to execute the work in such manner so that appropriate service level for the stipulated stretch(s) / length of the road under improvement is to be maintained during stipulated contractual period till completion and a period of 01 (One) year from the date of successful completion of the work to the entire satisfaction of Engineer-in-Charge. If any defect / damage is found during the period as mentioned above, the contractor will make the same good at his own expense up to the specification at par with the instant project work, or on 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 the 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 to the tune of 30% (thirty percent) on expiry of six months (from date of completion of the work), another 30% (thirty percent) on expiry of nine months and rest 40% (forty percent) on expiry of one year.</p> <p>Clause 17 of CONDITION OF CONTRACTOR of the Printed Tender Form shall be substituted by the following:-</p> <p>"Clause 17" - If the contractor or his workmen or servant or authorised representatives shall break, deface, injure or destroy any part of the building, in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephones posts or wires tress, grass or grassland or cultivated ground contiguous to the premises or 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 imperfections become apparent in it at any time whether during its execution or within a period of 3 (three) years after issuance of certificate of its completion by the Engineer-in-Charge, the contractor shall make the 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) from any sums whether under this contract or otherwise, that may be then, or at any time thereafter become due to contractor by the Government, or from his security deposit or the proceed of the sale thereof, 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 sum, it shall be law full 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. The security deposit of the contractor shall not be refunded before the expiry of 03 (three) years after the issuance of the certificate, final or otherwise, of completion of work by the Engineer-in-Charge. Provided that the work shall not be deemed to have been completed unless the "final bill" in respect thereof shall have been passed and certificate for payment by the Engineer-in-Charge. Provided further that the Engineer-in-Charge shall pass the "final bill" and certify thereon, within a period of forty five days with effect from the date of submission thereof by the contractor, the amount payable to the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor within the said period of forty five days. The certificate of 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 contractor held with the Government under the provision of Clause 1 hereof shall be refundable to the contractor in the manner provided here under:-</p> <p>(i) 30% (thirty percent) of the security deposit shall be refunded to the contractor on expiry of one year after the issuance of certificate of completion of work;</p> <p>(ii) Further 30% (thirty percent) of the security deposit shall be refunded to the contractor on expiry of two years;</p> <p>(iii) The balance 40% (forty percent) of the security deposit shall be refunded to the contractor on expiry of three years;</p> <p>Explanation:</p> <p>The word 'work' means and includes road work, bridgework, building work, sanitary and plumbing work, Electrical work and / or any other work contemplated within the scope and ambit of the contract. The work may be of original or special repair in nature or a combination thereof, or of original or special repair in nature in combination with the work(s) of repair and / or maintenance in nature;</p> <p>Provided in respect of the work of repair or maintenance in nature or a combination thereof, the words three years wherever appearing in this clause shall be deemed to be one year and in which case the security deposit of the contractor held with the Government under the provision of clause 1 hereof shall be refundable to the contractor on expiry of one year after the issuance of certificate of completion of work by the Engineer-in-Charge. The following paragraph shall be added to the Interpretation clause of</p>
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	<p>CONDITION OF CONTRACT:- "The word 'Government' means the Government of State of West Bengal in Public Works Municipality" Additional provisions in substituted clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014.</p> <p>In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:</p> <ol style="list-style-type: none"> 1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer-in-Charge of the concern work, PWD, Government of West Bengal on behalf of the contractor. 2. The Bank Guarantee will remain valid for the Defect liability period/Security period as per contract of the work. 3. The Bank Guarantee will be submitted as per Format attached. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance. 4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner (in cases where the defect liability period of the work is three years from the date of completion of the work), if not forfeited under conditions of contract. <ul style="list-style-type: none"> 30% (thirty percent) of the same after expiry of 1 (one) year from the date of issuance of completion certificate of work. ii. Further 30% (thirty percent) of the same after expiry of 2 (two) years from the date of issuance of completion certificate of work iii. The balance 40% (forty percent) of the same after expiry of 3 (three) years from the date of issuance of completion certificate of work <p>WHEREAFTER, In cases for those contractors, who will not intend to opt for the provisions laid down hereinabove for refund of security deposit, this Municipality's earlier Notification no. 177-CRC/2M-57/2008 dt.12/07/2012 details of which are as stated earlier, shall be in force in the manner provided in the earlier aforesaid Notification.</p> <p><u>NOTE:- Only In case Of Supply of LED Light & Fittings and CCTV Camera, The Security Deposit retained will be released @ 20 % in each year to the contractor up to 5 years.</u></p>
46.	<p>The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Engineer-in-Charge at his own cost for a period as per prevailing Govt. rule i.e. 1(one) years from the date of completion of the work. If any defect/damage is found during the period as mentioned above contractor shall make the same good at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the Agency will be imposed by the municipality as deem fit. The Agency will have to quote his rate considering the above aspect.</p>
47.	<p>Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.</p>
48.	<p>No mobilization /secured advance will be allowed.</p>
49.	<p>Colour Photography (Phase wise) should be submitted by the Agency at his own cost during construction and before release of Security Deposit.</p>
50.	<p>No running bill for the work will be allowed under it is considered by the honorable BOA/BOC.</p>
51.	<p>ADDITIONAL PERFORMANCE SECURITY</p> <p>As per memorandum no.4608-F(Y) dated.18.07,2018 of Finance Department Govt. of West Bengal, the successful bidder will have to submit Additional Performance Security @ 10% of the tendered amount, if the accepted bid value is 80 % or less of the Estimated amount put to tender.</p> <p>The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.</p> <p>The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered /affected by provision of this Additional Performance Security.</p>
52.	<p>This NleT shall form a part of the contract document. The successful bidder on acceptance of his bid by the Accepting Authority, shall have to sign the contract consisting of NleT, all tender documents forming part of the bid as uploaded at the time of invitation of bid, the rates quoted online at the time of</p>

	submission of bid and acceptance thereof together with any correspondence leading there to and standard West Bengal Form No.2911(ii).
53.	<p>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</p> <p>i) West Bengal Form No.2911(ii) ii) NleT iii) Special terms & conditions iv) Technical Bid v) Financial Bid</p> <p>In case of inadvertent typographical mistake in the BOQ / Schedule of Works/ Price Schedule/rates /elsewhere, the same may be treated to be so corrected as to conform with the relevant schedule of rates and / or technically sanctioned estimate.</p>
54.	Before issuance of Letter of Acceptance / Work Order, the tender inviting authority may verify the credentials & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, in that case Letter of Acceptance / Work Order will not be issued in favour of that tenderer under any circumstances and further penal action may be taken against him as per RULES.
55.	During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder are incorrect / manufactured / fabricated, that tender will be out rightly rejected and further penal action may be taken against him as per rule.
56.	In case there is any objection regarding prequalifying an agency, that should be lodged to the the Authority, Raghunathpur Municipality within 48 (forty eighty) hours (including holidays) from the date and time of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Committee.
57.	In case of item rate tender, the technically qualified bidder, whose total offered price considering sum of offered prices of all the items of works taken together, stands lowest, will be considered for acceptance. In no case lowest bidder of individual items of works will be considered for acceptance for the corresponding items of works.
58.	Adjustment of Price (increase or decrease) Vide Notification No.23-CRC/2M-61/2008 dated 13/03/2009 & Notification No. 38-CRC/2M-61/2008 dated 20/04/2009 shall not be applicable. Since BOQ for the works under this NleT is based upon the schedule of rates of Public Works Directorate, Government of West Bengal with Addendum & Corrigendum as mentioned hereinafter, the bidders shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and / or price adjustment will be allowed by the Department there to under any circumstances.
59.	<p>RATES:</p> <p>All rates to be quoted by the contractor shall be inclusive of all incidental fees and charging, Royalties of materials, Electricity Water and other charges of Municipalities or Statutory bodies or DVC Sales Tax, Income Tax etc. Nothing extra will be paid on any such account. The rates of all items, to be quoted by the contractors, shall include cost of all ordinary, special and stage scaffoldurgs up to any height, labour for bending, binding of rods and placing the same in position, curing, all centering, shuttering and shoring, carriage of materials to all levels except otherwise mentioned in the items concerned.</p>
60.	<p>RATES OF ADDITIONAL ITEMS:-</p> <p>In case of additional items of work which are not found in the original contract the rate for such additional items of works will be arrived at from the base rates of materials and labour provided, in the PWD schedule of rates of Western Circle, prevalent at the time of acceptance of original tender, plus or minus the percentage which the tendered amount of the contractor bears to the estimate of the entire work put to tender. When the basic rates of materials and labour are not available in the schedule of rates of Public Work Dept. referred to above the rates of such supplementary items of works will be arrived at based on purely the then fair market rates of material and labour. Only Original Cash-Memo will be considered.</p>
61.	<p>EXTRAWORK:</p> <p>All extra and additional works if order for, should be carried out under the written orders of the undersigned, payments for which will be made in the manner explained here-in-before. No payment will be made for any work done in excess of quantity or items of the tender without any written order of the Chairman, Raghunathpur Municipality</p>
62.	<p>MAINTENANCE PERIOD:</p> <p>During maintenance period the contractor shall rectify all defects which may appear during this period to the satisfaction of the Authority.</p>

63.	<p>COMPLETION DOCUMENTS: On completion of work, the contractor must submit to the Engineer-in-charge the following documents for the passing of work:</p> <ul style="list-style-type: none"> i) The Technical Documents according to which the work was carried out. ii) A copy of the working drawing showing therein all addition and alterations in the processes of execution. iii) Test Certificates. iv) Certificates on Central Checking's and Test of materials.
64.	<p>PENALTY FOR NON-COMPLETION OF WORK IN TIME: The work should be completed in all respects within the time specified in the work order, including clearing of site. In the event of work not being completed within the stipulated period the Chairman,Raghunathpur municipality will have every power to cancel the contract and withdraw the works out of the hands of the contractor with due notice and get the balance work done through other agency at the risk and cost of the contractor. He may further impose penalty as deemed fit.</p>
65.	<p>MAINTENANCE PERIOD: During maintenance period the contractor shall rectify all defects which may appear during this period to the satisfaction of the Authority.</p>
66.	<p>STORAGE OF MATERIALS: The contractor shall make their own arrangements for storage space and godowns for their tools and plants, materials etc. All sheds godowns vats, platforms etc., constructed by the contractor for constructional purposes shall have to be removed by them on completion. Before using any space for any purpose, whatsoever. Approval of the Engineer- in-charge us to be obtained.</p>
67.	<p>Participation of more than one work: Bidders intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those work. The available turnover and Bank solvency should also be cumulative for multiple works.</p>
68.	<p>Fixation of Board : The agency shall have to fix a Board at the site of the work executed by him stating Government of West Bengal ,Department of Urban Development & Municipal Affairs, Name of Municipality, Date of Commencement, date of Completion, the name of the scheme, total cost of work sanctioned ,Date of Inauguration.</p>

**Chairman
Raghunathpur Municipality**

INSTRUCTION TO TENDERDERS/TENDERDERS
SECTION – A-I

1. General guidance for e-Tendering

Instructions/ Guidelines for Tenderders for electronic submission of the Tenders have been annexed for assisting them to participate in e-Tendering.

2. Registration of Tenderder

Any Tenderder willing to take part in the process of e-Tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to <https://wb.tender.gov.in> The Tenderder is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC)

Each Tenderder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of Tenders, from the service provider of the National Information's Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Web Site stated in Clause 2 of Guideline to Tenderder. DSC is given as a USB e-Token.

4. The contractor can search and download NleT and 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. 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 and the other is Financial Proposal before the prescribed date and 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

1. Prequalification Document

- i. As per Sl. No. 4
- ii. Prequalification Application (Sec-B, Form – I)
- iii. Scanned Copy online Transaction of earnest money (EMD) as prescribed in the NleT against each of the serial of work in favour of "The Chairman, Raghunathpur Municipality," payable at Raghunathpur.

2. NleT (download and upload the same Digitally Signed)

3. Technical Document (To be filled, scanned & digitally signed)

- i. Financial Statement (Section – B, Form – II).
- ii. Affidavits (Ref:-Declaration Of The Tenderder)
- iii. Bank Solvency Certificate.
- iv. Form III & IV Of Section B.
- v. Declaration by the Tenderder.

A-2. Non statutory Cover Containing/My Documents

- i. Professional Tax (PT) deposit receipt Challan (up to date), PAN Card, IT, IT Return for the Current Assessment year, VAT Registration Certificate (up to date).
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)

v. List of machineries possessed by own/arranged through lease deed along with authenticated documents of lease / sub-lease / hire basis etc.

vi. List of laboratory Instrument.

vii. List of technical staff along with structure and organization (Section – B, Form – III).

viii. Credential: Scanned copy of Original Credential Certificate as stated in NleT (Under sl. no -3)

Note: - Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the Tender liable to be summarily rejected for both statutory and non statutory cove

Intending Tenderders should upload Non-Statutory documents as per following folders in My Document:

E-Tendering system of Government of West Bengal			
Tenderer Category Master	Document	Sub Category	
Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES		
		A1. CERTIFICATES	1. West Bengal VAT Registration / ST Registration/ P.F/PAN / P. Tax Clearance Certificate 2. Income Tax Acknowledgement Receipt (Latest) 3. Valid Electrical License 4. E.S.I Registration Certificate.
B	COMPANY DETAILS		
		B1. COMPANY DETAILS 1	1. Proprietorship Firm (Trade License). 2. Registered Deed of partnership Firm 3. Registration Certificate under Company Act. (if any). Ltd. Company (Incorporation Certificate , Trade License) 4. Power of Attorney (For Partnership Firm/ Private Limited Company, if any) 5. Society (Society Registration copy, Trade License)
C	CREDENTIAL		
		C1. CREDENTIAL1	Similar nature Work & Completion Certificates along with work order and payment certificate issued by competent authority (as per Sl No. 4 of NleT)
D	EQUIPMENT		
		D1.LABOURTARY	1. List of Machineries and equipment necessary for field as well as laboratory test of all materials as per NleT
		D2. CIVIL MACHINERIES	
		D2. ELECTRICAL MACHINERIES	

		D2. MECHNANICAL MACHINERIES	
		D2. MISCELLENEOUS MACHINERIES	
E	FINANCIAL INFO		
		E1. PAYMENT CERTIFICATE 1	Payment Certificate in support of valid credential only to be submitted(as per NleT)
		E2. PAYMENT CERTIFICATE 2	
F	MANPOWER		
		F1. TECHNICAL PERSONNEL	1. List of sufficiently qualified technical person (as per SI No 4 of NleT)
		F2. TECHNICAL PERSONNEL ON CONTRACT	1. List of technical personnel employed under the organisation (or on contract basis) in details with name, qualification, experience and, address with contact number.
G	DECLARATION	DECLARATION 1	1. Bank Solvency Certificate (if required as As per NleT)
		DECLARATION 2	2. Audited Valid Document in support of annual Turnover (As per NleT)
		DECLARATION 3	3. Corrigendum and additional document (if any).

Note:- Failure of submission of any of the above mentioned documents (as stated in A1 & A2) will render the Tender liable to summarily rejected for both statutory & non statutory cover. All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the contractor in the Declaration Folder of My Documents.

B. Tender Evaluation

i. Opening and evaluation of Tender :- If any Tenderder is exempted from payment of EMD, copy of relevant Government order needs to be furnished (applicable in case of Registered Labour Co-Operative Society).

ii. Opening of Technical proposal :- Technical proposals will be opened by the Tender Inviting Authority electronically from the website using his/ her Digital Signature Certificate.

iii. Cover (folder) of statutory documents (vide Cl. No. 5.A-1) should be opened first and if found in order, cover (Folder) for non-statutory documents (vide Cl. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents the Tender will summarily be rejected.

iv. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded and handed over to the Tender Evolution Committee. Scrutiny of technical proposal and recommendation thereafter and processing of comparative statement for acceptance etc. will be made by the Tender Evolution Committee.

v. Uploading of summary list of technically qualified Tenderders.

vi. Pursuant to scrutiny and decision of the screening committee the summary list of eligible Tenderder and for which their proposal will be considered and uploaded in the web portals.

vii. While evaluation, the committee may summon the Tenderders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

C. Financial proposal

As per Sl. 11 , Tender Price / Price Schedule. To be uploaded digitally signed by the Tenderder.

6. Financial capacity of a Tenderder will be judged on the basis of working capital and available Tender capacity as mentioned in the NleT to be derived from the information furnished in **FORM-I and II** (Section-B) i.e., Application (for Pre-qualification) and 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 Tenderder, the Tenderder 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 Authority.

The audited Balance sheet for the last five years, net worth Tender capacity etc. are to be submitted which must demonstrate the soundness of Tenderder financial position, showing long term profitability including an estimated financial projection of the next two years.

7. Penalty for suppression / distortion of facts

Submission of false document by Tenderder is strictly prohibited and in case of such act by the Tenderder the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

8. REJECTION OF TENDER

The Employer (Tender accepting authority) reserves the right to accept or reject any Tender and to cancel the Tendering processes and reject all Tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderder or Tenderders or any obligation to inform the affected Tenderder or Tenderders of the ground for Employer's (Tender accepting authority) action.

The Tenderder whose Tender has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract.

The Agreement in Printed Tender Form will incorporate all necessary documents e.g. NleT., all addenda-corrigendum, different filled-up forms (Section –B), Price Schedule and the same will be executed between the Tender Accepting Authority and the successful Tenderder.

**Chairman
Raghunathpur Municipality**

SECTION – B

FORM –I

PRE-QUALIFICATION APPLICATION

To

**The Chairman,
Raghunathpur Municipality,
PO:- Raghunathpur , Dist:- Raghunathpur,
West Bengal,
(correct address should be write down)**

Ref: _____ - _____ Tender
for _____

_____ (Name of work) _____

____ **NIeT No.:**

Dear Sir,

Having examined the Statutory, Non statutory and NIeT 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 Tendering for the work(s) given in Enclosure to this letter.

We understand that:

(a) Tender Inviting and Accepting Authority can amend the scope and value of the contract Tender under this project.

(b) Tender Inviting and Accepting Authority reserves the right to reject any Application without assigning any reason.

Enclose:- 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 :

B.2 Summary of assets and liabilities on the basis of the audited financial statement of the last five financial years.

(Attach copies of the audited financial statement of the last five financial years)

	1st Year (Rs. In lakh)	2nd Year (Rs. In lakh)	3rd Year (Rs. In lakh)	4th Year (Rs. In lakh)	5th 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 + Reserve and surplus)					
e) Bank loan/ Guarantee : (As per clause G.2. with all sub clauses)					

B.3 Annual value of construction works undertaken :						
Work in hand i.e. Work order issued	As on 31.03.2017	As on 31.03.2016	As on 31.03.2015	As on 31.03.2014	As on 31.3.2013	As on 31.03.2012

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date _____

Declaration of the Tenderder

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Rs. 10/- and enclosed with the Tender documents which is required to be submitted in time duly)

I,, son of

....., aged about years by occupation do hereby solemnly affirm and confirm as follow:

1. That, I am the Of have duly authorized by and competent to affirm this affidavit on behalf of the said Tenderder.

2. That, I have inspected the site of work covered under NleT (NleT No) circulated through Office memo bearing No -----dated ----- and have made myself fully acquainted with the site conditions existing level/proposed level and local conditions in and around the site of work. I have also carefully and meticulously gone through the Tender documents. Tender of the above named Tenderder is offered and submitted upon due consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid Tenderder, being lawfully and duly authorized, promise to aTendere by all the covenants, conditions and stipulations of the Contractual documents and to carry out, complete the works to the satisfaction of the Tender accepting Authority of the Work and aTendere by all instructions as may given by the Engineer in Charge of the work time to time. I also hereby undertake to aTendere by the provisions of Law including the provisions of Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, VAT Act, Income Tax Act as would be applicable to the Contractor upon entering into formal Contract / agreement with the Tender Inviting/Accepting authority.

3. That I declare that, no relevant information as required to be furnished by the Tenderder has been suppressed in the Tender documents.

4. That the statement above made by me is true to my knowledge.

Deponent
Solemnly affirmed by the said
.....

before me.
.....
(1st class Judicial Magistrate / Notary Public)

SECTION - B

FORM- III

STRUCTURE AND ORGANISATION

A.1 Name of applicant :

A.2 Office Address :

Telephone No. and Cell Phone No. :

Fax No. :

E mail :

A.3 Attach an organization chart showing the structure of the company with names of

Key personnel and technical staff with Bio-data. :

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

C. DEPLOYMENT OF MACHINERIES (in favour of owner / lessee):-

(Original document of own possession arranged through lease deed to be annexed)

(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of Machineries.)

Name of Machine Instrument	Make	Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Date of release If Engaged
						Idle	Engaged	

For each item of equipment the application should attach copies of

- (i) Document showing proof of full payment, (ii) Receipt of Delivery,
- (iii) Road Challan from Factory to delivery spot is to be furnished.

Signature of applicant including title

and capacity in which application is made.

Copy forwarded for information to-

1. The District Magistrate, Purulia
2. The S.D.O., Raghunathpur, Purulia.
3. The Executive Officer/Finance Officer/Engineer-in-Charge/Head Clerk, Raghunathpur Municipality
4. The Media Officer, Municipality of Information and Cultural Affairs, Writers Buildings, Kolkata- 700001.
5. Departmental Website.
6. Notice Board.
7. Respective File.

Chairman
Raghunathpur Municipality

SECTION – A

SPECIAL TERMS AND CONDITIONS

1.0 General:

Unless otherwise stipulated, all the works are to be done as per general conditions and general Specifications as mentioned in Schedule, i.e., Public Works Department Schedule of Rates for Building Works (Volume – I) and Sanitary & Plumbing works (Volume – II) including Materials, Labour & Carriage effective from 1st December 2015 with up-to-date addenda and corrigenda, *if any*, in force issued by the Superintending Engineer, Planning & Monitoring Circle, PWD & Convener, Combined Schedule Committee of PWD, as applicable for the working area of concerned Circle at the time of uploading of tender. For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid specification books, relevant Public Works Department Schedule of Rates for Road & Bridge Works (Volume – III) including Materials, Labour & Carriage in different districts of West Bengal for the working area effective from 1st December 2015 with up-to date agenda & corrigenda, *if any*, in force issued from competent authority of PWD or relevant I.S. / I.R.C. Codes of practice or National Building Code in force at the time of uploading of tender will be considered for the appropriate working area.

2.0 Terms & Conditions in extended period:

As Clause 5 of West Bengal Form No. 2911(ii) when an extension of time for completion of work is Granted by the Chairman/EIC for valid reasons over which the contractor have no control, it will be taken as 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.

3.0 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 Municipality and other contract(s) 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.

4.0 Transportation arrangement:

The contractor will 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 Municipality may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the Municipality to help the contractor in this respect, the contractor will have to arrange at his own initiative so that progress of work is not hampered and no claim whatsoever 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 Municipality in this regard. The contractor must consider this aspect while quoting rate.

5.0 Contractor's Site Office:

The contractor will have to set up 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 will be deemed to the sufficient enough to be served upon the contractor.

6.0 Incidental and other charges:

The cost of all materials, hire charges of 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 chargers, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of all taxes and 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 extra claim in this regard beyond the specified rate as per work schedule in this respect will be entertained.

7.0 Authorized Representative of Contractor:

The contractor should not assign the agreement or sublet any portion of the work. The contractor, May however, appoint and authorized representatives in respect of one or more of the following purposes only.

- a. General day to day management of work.
- b. To give requisition for Departmental materials, Tools & Plants etc., to receive the same and sign hand receipts thereof. (If Applicable).
- c. To attend measurements when taken by the Municipality Engineers and sign the records of such measurements which will be taken as accepted by the contractor. The selection of the authorised representatives will be subject to the prior approval of the Engineer-in- Charge concerned and the contractor will in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the attested 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 representatives and the contractor will be bound to follow such directions. The Engineer-in-Charge will 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.

8.0 Use of Municipal/Government Land:

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

9.0 Clearing of Materials:

Before starting any work, work site, wherever necessary, must be properly dressed after cutting clearing of all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structures or obstructions including some pipes in underground works, if any, must also be removed. All scars of construction should be obliterated and the whole site should be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. Total length (in case of road project) should be demarcated by proper chainaging with fixing 200 m post as per direction of the Engineer-in-Charge on both sides of the alignment and Bench Marking at desired locations as per direction of the Engineer-in-Charge. No separate payment will 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. No separate payment shall be made for all these works within 150 mtr. of work site as 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. However, separate payment may be entertained if there is no such place for removing such materials within 150 mtr. and the agency completed to dispose the same beyond it.

10. 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 Municipality staff will check levels layout of different works and fix up alignment and the contractor will 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 skilled labour required for setting out the levels, for laying out difference structures and alignment will also have to be supplied by the contractor at his own cost as per direction of the Engineer-in-Charge without any extra claim towards the Municipality.

11.0 Supplementary / Additional items of Works:

- i) Rates of Supplementary Item(s) will be analysed in the 1st instant as far as possible from the rates of the allied items of works appearing in the tender schedule.
- ii) Rates of Supplementary Item(s) will be analysed to the maximum extent possible from the

rates of allied items of works appearing in the Public Works Department Schedule of Rates (for Building / Sanitary & Plumbing Works) of probable items of work forming part of the tender document. Rates of SOR for the working area at the time of floating of NleT will be applicable.

iii) In Case, additional items do not appear in the above Public Works Municipality Schedule of Rates, such items for the works will be paid at the rates entered in the Public Works (Roads) Municipality Schedule of Rates for the working area at the time floating of NleT.

iv) If the rates of the Supplementary Item(s) cannot be computed even after application of clauses stated above, the same will be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (both together) at 10% (ten percent) will be allowed only. In that case the contractual percentage will not be applicable. Unbalanced market rates will never be allowed. Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses i, ii, & iii stated above only. It may be noted that the cases of supplementary items of claim will not be entertained unless supported by entries in the Site Order Book or any written order from the tender accepting authority.

12.0 Covered up works:

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

13.0 Approval of Sample:

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

14.0. Water and Energy:

The contractor will have to arrange at his own cost, required energy for operation of equipments and machineries, for operating pump 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 Municipality sources of energy existing at the 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 the Municipality.

15.0 Road open 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 programme of work must be so adjusted as not to 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 the specific price schedule. The contractor will also have to indemnify the Municipality against consequences of any such injury or accident, if so happens and which, as per opinion of the Engineer-in-Charge is due to contractor's fault. 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 will 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 should be done at the cost of the contractor without any extra claim towards the Municipality.

16.0 Drawings:

All works should be carried out in conformity with the drawings supplied by the Municipality. The Contractor will have to carry out all the works according to the Municipality General Arrangement

Drawing and Detail Working Drawings to be supplied by the Municipality from time-to-time and as per direction of Engineer-in-Charge.

17.0 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 Municipality 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 Municipality, full value will be recovered from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.

18.0 Unserviceable Materials:

The Contractor will have to remove all unserviceable materials, obtained during execution at a place as will be directed. The contractor should dress 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.

19.0 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 from the Municipality.

20.0 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. will be entertained under any circumstances.

21.0 Charges and fees payable by contractor:

- a) The contractor will have to 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 will keep the Municipality indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or law.
- b) The Contractor will save and indemnify the Municipality from and against all claims, demands, suit and proceedings for or on account of infringement of any patent, rights, design, trade mark or name of other protected right 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.

22.0 Issue of Municipality 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.

23.0. 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:

- i) have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the Municipality);
- ii) 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;
- iii) 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;
- iv) ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

24.0 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 e-Tender.

25.0 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/her. 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 ap

proved time table for one fourth, half and three fourth of time allowed for the work.

26.0 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.

27.0 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.

28.0 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 specification mentioned in the relevant Schedule of Rates for Building Works (Volume - I) and Sanitary & Plumbing Works (Volume - II) and relevant IS / IRC codes and the Engineer-in-Charge reserves the right to test, examine and measure the materials / workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Government Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests will have to be borne by the agency and that must be considered during quoting rate.

29.0 Specification for Building, Sanitary & Plumbing Works & Ancillary Works and Quality Control Tests:

All works and all quality control tests should conform to specifications mentioned in the BOQ and in the NleT and in the relevant "Schedule of Rates, Building, Sanitary & Plumbing Works of PWD, Government of West Bengal read with relevant Corrigenda and Addenda". Where the above BOQ, NleT & SOR is silent about specification or quality control tests of any particular item of work, the same should conform to the specifications and quality control test laid down in the relevant, "Schedule of Rates of Road & Bridge Works PWD, Government of West Bengal read with relevant Corrigenda & Addenda / relevant IS / IRC Codes of practice."

30.0 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 e-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.

31.0 Procurement of materials:

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

32.0 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 from the issue of order to that effect. In case of non-compliance of such order, the Engineer-in-Charge will have the authority to cause such removal at the cost and expense of the contractor and the contractor will not be entitled to claim for any loss or damage on that account.

33.0 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 will be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are deemed to be inclusive of the same.

34.0 Damaged cement:

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

35.0 Issue of Municipality/Department Materials:

Municipality/Department materials will not be issued under any circumstances.

36.0 Forced Closure:

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

37.0 Delay due to modification of drawing and design:

The contractor will not be entitled for any compensation for any loss due to delay arising out of modification of the drawing, addition & alterations of specifications, delay in issuance of drawings, etc.

38.0 General Codes of Practice:

Latest editions of the Indian Standard Specifications and codes of practice – some of which are mentioned below are to be followed during execution of the works.

(i) IS 456 : Code of Practice for plain and reinforced concrete.

(ii) IS 800 : Code of practice for general construction in steel.

(iii) IS 2751 : Code of Practice for Welding of Mild Steel Plain and Deformed Bars for Reinforced Concrete Construction.

(iv) IS 383 : Specification for coarse and fine aggregates for natural sources for concrete.

(v) IS 432 : Mild steel and medium tensile steel (Part-I) bars and hard drawn steel wire for concrete reinforcement.

(vi) IS 4990 : Indian Standard Specification for concrete shuttering works.

(vii) IS 2911 : Code of practice for design and construction of pile.

(viii) IS 1904 : Code of practice for design and construction of foundations in soils.

(ix) IS 2750 : Specification for Steel Scaffoldings.

(x) IS 1161: Specification for steel tubes for structural purposes.

(xi) IS 3764: Safety Code for excavation work.

39.0 Shuttering:

Form work must conform to Clause Nos.1501 to 1513 under Section 1500 of specification for road and bridge works – 4th revision published by I.R.C. Shuttering shall be of approved type with hard wood timber planks true to line with smooth surface and not less than 37.5 mm thick with 4 mm thick plywood lining over the planks. The plywood shall conform to IS 4990 – 1993.

However, as an alternative, sufficiently rigid steel shuttering may be used, if so desired or approved by the Engineer-in-Charge. All shuttering and framing must be adequately stayed and braced to the satisfaction of the Engineer-in-Charge for properly supporting the concrete during the period of hardening. It shall be so constructed that it may be removed without shock of vibration to the concrete.

Drawings showing shuttering details together with supporting design calculation in detail should

be submitted by the contractor to the Engineer-in-Charge for his approval before taking up the work. Before concrete is placed, the shuttering must be coated with an approved preparation for preventing the adhesion of the concrete to the shuttering and it is to be of such a nature and so applied that the surface of the finished concrete is not stained. Care should also be taken that such approved preparation shall be kept out of contact with the reinforcements. The interior of all moulds and boxes must be thoroughly washed with a hose pipe or otherwise so as to be properly cleaned and free from all extraneous matter previous to the deposition of concrete.

40.0 Finishing of Concrete Surface:

As soon as the shuttering has been removed, the visible surface of the concrete shall be rubbed down to perfectly smooth finish, free from all irregularities. The finish must be produced by using any of the methods specified in the specifications and codes of practice. No separate payment will be made for finishing surfaces.

41.0 PROGRESS PHOTOGRAPHS

The Contractor shall at his own cost and expense arrange to take periodic photographs to show the progress of work or interesting features thereof. The time and the position where from a photograph is to be taken should be as per direction of the Engineer or his Representative, Three copies of each of these photographs to an enlarged size of about 25 cm x 20 cm together with the CD/DVD, shall be supplied to the EIC and these shall become the property of the Employer. Each photograph shall be suitably captioned with the date of the photograph, location and other relevant particulars, further prints and CD of the photograph, location and other relevant particulars shall not be kept by the Contractor or reproduced without written permission of the Employer. Digital Camera with minimum 9.0 Mega pixels should be used for taking photos. Restrictions to photography or security restrictions that may be applicable to any particular area must be carefully and rigidly observed. The number of photographs (each consisting of three prints and the CD/DVD as aforesaid) for the complete works is not expected to exceed 100 (one hundred), No photograph of the plant and other installations shall be taken without prior approval of the concerned Engineer.

Chairman
Raghunathpur Municipality