

NABADIGANTA INDUSTRIAL TOWNSHIP AUTHORITY

UNNAYAN BHAVAN, 1ST FLOOR, BLOCK-A, SEC-II, SALT LAKE CITY, KOLKATA-700091

NOTICE INVITING TENDER No - WBMAD/NDITA/19/2016-17

Memo No: 1419/NDITA/16

Date: 20.12.2016

1. Separate quotations are invited by the **Executive Officer, Nabadiganta Industrial Township Authority** for the works mentioned hereunder, through electronic tendering (e-tendering) from eligible and resourceful contractors having sufficient credential and financial capability for execution of works of similar nature.

Name of Work: Daily collection of solid waste, daily sweeping and cleaning of street and alleys, transportation, stacking and spreading the waste at specified disposal ground including operation & maintenance of Weigh Bridge, Compactor Stations, Compactor machines, Hook Loaders etc., for Nabadiganta Industrial Township Area for 1 year which may be renewed annually depending on the performance, for a total period of 3 years.

2. **General Guidance for e-Tendering**

Instructions/Guidelines for bidders for electronic submission of the tenders online have been stated in the subsequent clauses.

3. **Registration of Contractors**

Any contractor 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 <http://wbtenders.gov.in>. The contractor is to click on the link for e-tendering site as given on that web portal. **Joint Ventures will not be considered.**

4. **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 Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated in Clause 3. DSC is given as a USB e-Token.

5. **Collection of Tender Documents**

The contractor can search and download NIT and tender documents electronically from computer once he logs on to the website mentioned in Clause 3 using the Digital Signature Certificate. This is the only mode of collection of tender documents.

6. **Participation in more than one work**

Any contractor can collect and submit tenders for any number of works depending on his credential and financial capability.

7. **Submission of Tenders**

- 7.1 **General process of submission**

Tenders are to be submitted online through the website stated in Clause 3, in two folders at a time for each work, one is 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 and digitally signed. The documents will get encrypted (transformed into non-readable formats).

7.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or declarations in the following standardised formats in further two covers (folders).

a. Technical File (Statutory Cover) containing,

- i. NIT & Addendum/Corrigendum if any.
- ii. Tender Form No. 1 (Section-A)[WBF No. 2911(ii)]
- iii. Condition & requirement for Tendering (Section-B)
- iv. Condition & General Terms (Section-C)
- v. Technical Specification (Section-D)
- vi. Tender Fee – No Tender Fee is chargeable.
- vii. Earnest Money Deposit – The requisite Earnest Money, amounting to Rs. 5,00,000/- (Rupees Five Lakh) only shall be paid by drawing a Demand Draft/Pay order on any Nationalized Bank/Scheduled Bank in favour of Nabadiganta Industrial Township Authority, payable at Kolkata which will be retained up to completion of the work, as performance security deposit for successful bidder. Every such Demand Draft /pay order shall be drawn on or after the date of publish of N.I.T. At the time of uploading the tender, the intending tenderer shall upload a scanned copy of such Demand Draft/pay order along with his/her tender. However, any tender without such Demand Draft/Pay order (Excepting exemption as per G.O.) shall be treated as informal and shall automatically be treated as cancelled. Unsuccessful bidders need not submit hard copy of Demand Draft /Pay Order to this office.
- viii. Structure and organisation (Form-A).
- ix. 'Power of Attorney' –
Scanned copy of power of attorney by the competent authority, if the power is delegated for signing the bid to persons other than the applicant must be uploaded.
- x. Others
 1. Declaration of not having common interest in the same serial (vide Form-B).
- xi. Drawings (if required).

Note:

- i. Quotations will be summarily rejected if any item in the statutory cover is missing.

b. My Document (Non-Statutory Cover) containing,

- i. Certificates
 1. Professional Tax (PT) Clearance Certificates and IT PAN valid on the date of opening of the tenders. Application for such clearance addressed to the competent authority may also be considered.
 2. VAT Return Certificate of the last quarter of the previous financial year.
 3. ESI, EPF Registration documents.
- ii. Company Details
 1. Registered Deed for Partnership Firm / Consortiums from Registrar of Assurances having office at Todi Mansion, Kolkata. Mere application for registration will not be considered.
 2. Trade Licence for Proprietorship Firms.

3. Memorandum of Articles for Limited Companies.
4. Society Registration and Bye-Laws for Cooperative Societies.

iii. Credential

1. The prospective bidders shall have satisfactorily completed as a prime agency during the last 5(five) years prior to the date of issue of this NIT at least one work of similar nature of P.W.D / P.W.(R) Deptt. / Zilla Parishad / I&WD / Other Govt. Deptt. / Semi-Govt. / Autonomous body and having a magnitude of 50 lakhs (Rupees Fifty Lakhs) only in a year. Credential certificate should be issued by the person not below the rank of Executive Officer / Executive Engineer / Divisional Engineer/Chairperson of Municipalities.

N.B. Similar nature of work as per BOQ. Estimated amount. Gross bill value. Date of completion of project & detail communicational address of Client must be indicated in the Credential Certificate.

iv. Others

1. Declaration of not having common interest in the same serial (vide Form-B).

Failure of submission of any one of the abovementioned documents will render the tender liable to summary rejection.

v. Submission of original copies of documents for Deposition of Earnest Money

The original copies of the Demand Draft / Pay order towards Earnest Money Deposit should be submitted in the office of the **Nabadiganta Industrial Township Authority, Unnayan Bhavan, 1st Floor, Block-A, Sec-II, Salt Lake City, Kolkata-700091**, as per time schedule as notified by this Authority by the successful bidder only. Delayed submission / Non-submission of original copy of EMD shall lead the tender to be treated as informal and the tender shall be treated as cancelled.

7.3 Financial Proposal

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 online through computer in the space marked for quoting rate in the BOQ only. In case, quoting rate in other form, the quotation is liable to be summarily rejected.

Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor.

7.4 Eligibility Criteria

Contractor having Work Orders with Completion Certificates of executing 60 Lakhs (Rupees Sixty Lakhs) only value of similar nature of work in a single contract (during last 5 years from the date of this NIT), The Tender Inviting and Accepting Authority 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 personnel & equipment capability
- c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of desired proper documents in support of the minimum criteria as mentioned in a, b, c above. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder/ tenderer will be outrightly rejected at any stage without any prejudice.

7.4.1 Completion Certificate

- i. Completion Certificates for fully (100%) completed works during the current year and last five financial years will only be accepted. Certificates issued for partly completed works will not be considered.

- ii. Completion Certificate of work executed in the Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Public Health Engineering Department, I&WD, Sundarban Affairs Department and various other State Government Departments, Zilla Parishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water & Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Hooghly River Bridge Commissioners (HRBC); Semi Govt. Organisation, Urban Local Body, Engineering Departments of Central Government and Organization, like Farakka Barrage Project (FBP) Authority, Railways, Kolkata port Trust (KoPT); and companies owned or managed by the State Government, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organisations. Such certificates are further to be countersigned by immediate superior authority of the Issuing Authority for all cases other than direct State / Central Government Departments and Railways.

7.4.2 Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates 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 period as will be decided by the competent Authority. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited.

7.5 Taxes & duties to be borne by the Contractor

Income Tax, VAT, Sales Tax, Royalty, Construction Workers' Welfare Cess and similar other statutory levy / cess will have to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges. Service Tax, if applicable, would be reimbursed subsequently.

7.6 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of **Nabadiganta Industrial Township Authority, Unnyan Bhavan**, between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

7.7 Conditional and incomplete Quotation

Conditional and incomplete tenders are liable to summary rejection.

8. Opening and evaluation of quotations

8.1 Opening of Technical Proposal

- i. Technical proposals will be opened by the **Executive Officer, Nabadiganta Industrial Township Authority** and/or his authorised representatives electronically from the website stated in Clause 3, using their Digital Signature Certificate.
- ii. Intending bidders may remain present if they so desire.

- iii. Cover (Folder) for Statutory Documents (vide Clause 7.2.a) should be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Paragraph – 7.2.b) will be opened. If there is any deficiency in the Statutory Documents, the bidder will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents of the Non- statutory Cover will be downloaded, and handed over to the Tender Accepting Authority.

8.2 Uploading of summary list of technically qualified tenderers (1st round)

- i. Pursuant to scrutiny and decision of the Tender Accepting Authority, the summary list of eligible bidders will be uploaded in the web portals.
- ii While evaluation, the Tender Accepting Authority may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

8.3 Opening and evaluation of Financial Proposal

- i. Financial proposals of the bidders declared technically eligible by the Tender Accepting Authority will be opened electronically from the web portal stated in Clause 3 on the prescribed date, by the **Executive Officer, Nabadiganta Industrial Township Authority**.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. After evaluation of Financial Proposal, by the Competent Authority, **Executive Officer, Nabadiganta Industrial Township Authority**, may upload the final summary result containing inter- alia, name of contractors and the rates quoted by them against each work provided the rate obtained appears fair and reasonable and there is no scope of further lowering down of rate.
- iv. However, if there is any scope for lowering down of rates in the opinion of the, Tender Accepting Authority, it may be chosen to declare the former publication stated in above as semi- final and notify all the tenderers through the website to attend sealed bids to be followed by open bids to be held at his office at prescribed date and time, which will be done offline, i.e. as manually, as per present procedure.
- v. After holding such bids, final summary result would have to be uploaded in the web portal, through corrigendum.
- vi. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

8.4 Procedures to be followed when one/two technically qualified tenderers participated in any tender.

- a. Normally, financial bid of technically qualified single/two tenders shall not be accepted in the first instance. In that case the financial bid(s) shall not be opened and the tender process shall be dropped. A fresh notice inviting tenders (2nd call) shall be issued and the procedure shall have to be followed by the intending bidders afresh.

9. Acceptance of Tender

- I. Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.
- II. During the entire process of the tender, if it is found that any penal measures imposed by any Govt/Semi-Govt. Deptt/Autonomous body against any intending tenderer, the Authority reserves the right to reject any bid offered by the said tenderer.

10. Return of Earnest Money :-

For return of the Earnest Money (performance security deposit), in the form of BD or in other forms, of the successful tenderer, he/she/they is/are to apply for the same to **Executive Officer, Nabadiganta Industrial Township Authority**, giving the reference to the work, NIT No., date of tender, BD details all in a complete form only after completion of the work.

11. Payment

The payment of RA as well as final bill for any work will be made depending on the progress of work and no claim for delay in payment will be entertained.

12. Bid validity: The Bid will be valid for 120 days from the date of opening of the Financial Bid.

13. Schedule of Dates for e-Tendering

Sl no	Activity	Date & Time
1.	<i>Publishing Date</i>	<i>27.12.2016 at 11.00 hrs.</i>
2.	<i>Document Download start date</i>	<i>27.12.2016 at 11.00 hrs.</i>
4.	<i>Bid submission start date</i>	<i>27.12.2016 at 11.00 hrs.</i>
5.	<i>Document Download end date</i>	<i>10.01.2017 at 14.00 hrs.</i>
6.	<i>Bid submission end date</i>	<i>11.01.2017 at 14.00 hrs.</i>
7.	<i>Submission of EMD</i>	<i>Scanned copy of Bank Draft should be submitted along with the tender</i>
8.	<i>Technical Bid opening date</i>	<i>12.01.2017 at 12.00 hrs.</i>
9.	<i>Uploading of Technical Bid Evaluation sheet</i>	<i>To be notified later on</i>
10.	<i>Financial Bid opening date</i>	<i>To be notified later on</i>
11.	<i>Uploading of Financial Bid evaluation sheet</i>	<i>To be notified later on</i>

Note:- The bidder whose bid shall have been accepted will be notified by the Tender Accepting Authority through letter of acceptance.

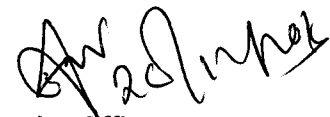
The letter of acceptance will constitute the formation of contract.

Additional Terms & Conditions.

1. Notwithstanding anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and shall be binding on the contractor.
2. The Quotations are invited for a work-period of 1 (one) year (may be renewed up to a total period of 3 years). The agency will have to apply for such renewal. The renewal will be based on the performance of the previous year. The quotation will be the basis of rate quoted by the bidders against the items in the BOQ. However, this Authority may consider the renewal beyond 3 years depending on performance & situation prevailing at that time.
3. The acceptance of the tender including the right to distribute the work between two or amongst more than two tenderers will rest with the competent authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
4. The Tenderer shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970 (b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
5. The NDITA shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
6. The NDITA shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.
7. Price preference, if applicable to W.B. Govt. undertakings the intending tenderers shall have to produce attested copies of the G.O.'s in favour of respective undertakings along with their application, otherwise their claim will not be entertained in any case.
8. Imposition of any duty / tax rules etc whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the tenderer. Original challans of those materials, which are procured by the tenderer may be asked to be submitted for verification.
9. CESS @ 1% of the cost of construction works shall be deducted from the Gross value of the Bill in Terms of Finance Department order No. 853-F dated 01.02.2006. Also it is instructed to register his Establishment under the Act, under the competent registering Authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region concern.
10. **No mobilization / secured advance will be allowed.**
11. VAT/Sales Tax, Cess, Royalty of sand, stone chips, stone metal gravel, boulders, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
12. All working tools and plants, scaffolding, construction of vats & platforms will have to be arranged by the contractor at his own cost.
13. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
14. The contractor should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements and security etc.

The Executive officer may order the contractor to suspend any work that may be subjected to damage by weather conditions. No claim will be entertained on this account. There may be variation in alignment, location of structures etc. as per local needs etc. between the preparation and execution of the scheme for which the tendered rate and contract will not be invalidated. The contractor will not be entitled to any claim or extra rate on any of these accounts.

15. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has to be gotten issued from the Engineer-in-Charge before commencement of the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.
16. The work will have strictly to be executed within the time mentioned in Section-D (Technical Specification). The contractor should inform in writing the name of his authorized representative at site within 7 (seven) days from the date of receipt of work order who will receive instruction of the work, sign measurement book, bills and other papers etc. in absence of the contractor.
17. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs while operating a public thoroughfare.
18. The contractor will have to accept the work program and priority of work fixed by the Executive Officer, NDITA so that most vulnerable reach and/or vulnerable items be completed before the time/date needed by the Authority with justified reason.
19. The quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items.
20. No Departmental materials shall be issued to the contractor.
21. Addendum / Corrigendum, if any, may be available from this portal. The same may not be published in the Newspaper.



Executive Officer


Nabadiganta Industrial Township Authority



Copy forwarded for kind information and with request for publicity to:-

1. The Chief Engineer, Municipal Engineering Directorate, Bikash Bhavan, Bidhannagar, Kolkata- 700091.
2. Secretary KMDA, Prasasan Bhavan, Bidhannagar.
3. Project Director, Sundarban Development Board, Mayukh Bhavan.
4. The Special Engineer, Urban Development Department, Nirman Bhaban. Bidhannagar, Kolkata- 700091.
5. The Executive Engineer 24 Parganas, Divn-II, MED.
6. Sub- Divisional Officer, Bidhannagar.
7. Municipal Commissioner, Bidhannagar Municipal Corporation.
8. Executive Engineer (PWD) Division-I, Purta Bhavan.
9. The Technical Advisor, NDITA.
10. The Executive Engineer(s), NDITA.
11. The Finance Officer, NDITA.
12. The Notice Board, NDITA.
13. Publication in our official website (www.ndita.org) & website of the Deptt. of M.A. (www.wbdma.gov.in)
14. Publication in daily news paper(s).


Executive Officer

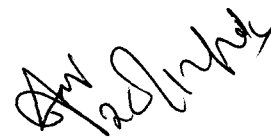

Nabadiganta Industrial Township Authority

SECTION -B

CONDITIONS AND REQUIREMENT FOR TENDERING

1. All datelines mentioned in NIT to be strictly followed.
2. Earnest Money, as paid vide clause 7.2 (a)(vii) of NIT shall be retained by NDITA in case of successful quotationer. No interest whatsoever against Earnest Money shall be paid.
3. The earnest money of Rs. 5,00,000/- as deposited vide clause 2 will be treated as performance security deposit and may be returned to the agency after payment of final bill, provided no claim is due from the agency.
4. The NDITA also reserves the right to make additional financial deductions from bills of the agency on any other ground, from time to time such as cost for providing unscheduled material assistance, financial punitive deductions etc.
5. As per clause 7.7 of NIT, any conditional quotation is liable for rejection. Quotationers shall not put or impose any condition in the or along with quotation documents.
6. Rates put in quotation shall be treated as to have included all taxes and charges whatsoever. So any claim on this score shall not be entertained. No cost escalation factor shall be entertained, unless provisions are made in the quotation document by the Authority.
7. Quotations will be opened as per time frame in the NIT by the quotation inviting authority or his representative, in presence of the quotationers or their authorized representative (to produce written and valid authorization document), when he / they desire.
8. The right is reserved by the Tender inviting authority to revise or amend the quotation documents prior to the date notified for submission of quotation, or also to extend such dates. Such revisions, amendments or extension shall be duly notified, which shall also from as a part of quotation documents.
9. The offered rates and inputs by the quotationers shall remain open for acceptance within 120 (one hundred twenty) days from the date of submission of the quotation. No subsequent request for any change or withdrawal of quotation and its Earnest Money shall be entertained within this period. The date of validity or acceptance beyond this period may be enforced on mutual consent of the quotationers and the quotation inviting authority.
10. The Tender inviting/ accepting authority reserves the right to accept the lowest or reject one/few or all quotation received or to split the works in groups, without assigning any reason and the decision of Tender Inviting Authority shall be binding to all.
11. The quotation inviting authority reserves the right to include or alter or modify any of the items or ingredients of the quotation documents before acceptance of the quotation.
12. For any ambiguity, omissions, contradictions etc. necessitating clarification, shall be made by the quotationer within specified dateline given in NIT, in writing. Every effort shall be taken by Tender Inviting Authority to clarify and take required course of action, before submission date. In case of miscommunication, the wisdom of quotationer to be applied. Any claim on this ground shall not be entertained.

13. Intending quotationers are required to inspect the site of work for on spot assessment for prevailing conditions, location, accessibility, water logging, geological and geo hydrological features, local labour and material availability, climate and all other aspect which may influence the work and its progress. They also should fully understand the contents of the quotation document in right spirit. Any post claim due to insufficient knowledge on any count, shall not be entertained and such deficiency shall not come in way of proper and timely progress of the work.
14. All cost for inspection of site and understanding the documents, etc. including any cost for designing and analysis of various aspects, to be borne by quotationers at their cost.
15. Quotations which have been considered valid on the general examination at the time of opening of quotation by the authority of NDITA, shall be subjected to detailed scrutiny, subsequently not-with-standing the general examination carried out earlier, the Tender Accepting Authority reserves the right of rejection of quotations which have been found defective during detailed scrutiny.
16. The successful quotationer, becoming the ordered agency or contractor, on receipt of work order, shall obtain license from labour registration authority/ Assistant Labour Commissioner of West Bengal Government for the respective area, under the contract labour (Regulation and Abolition) Act, 1970 and rules framed subsequently. The said contractor shall submit the obtained license to NDITA. They are also to observe and take appropriate course of action as per provision of the Act and Rules.
17. The quotationer shall submit "Declaration" as annexed in relevant section on the quotation document.
18. The Quotationer shall quote rates as specifically desired and so maintained in Quotation documents.



Executive Officer

Nabadiganta Industrial Township Authority



SECTION -C

1.0 DEFINITIONS AND INTERPRETATIONS :

Following words and expressions are used in various places and different sections of the contract documents, shall, unless there is anything repugnant in the subject or context, have the meaning hereby assigned to them except where the contract document refer otherwise.

- i) **NDITA** means Nabadiganta Industrial Township Authority.
- ii) **The Chairman** means Chairman of NDITA.
- iii) **The Vice Chairman** means Vice Chairman of NDITA.
- iv) **The Member(s)** mean Member(s) of the Board of NDITA.
- v) **The Executive Officer (E.O.)** means the Executive Officer of NDITA.
- vi) **The Technical Advisor (T.A.)** means the Technical Advisor of NDITA.
- vii) **The Ex. Engr.** means the Executive Engineer-in-Charge of the work, of NDITA.
- viii) **The Authorized Representative** means the authorized official in concerned technical field under NDITA such as Officer on Special Duty (OSD Technical), field level Execution Engineers etc.
- ix) **Contractor** means the successful tenderer/quotationer or the firm in whose favour work/supply order for execution of any work has been issued by NDITA.
- x) **Contract** means the tender/quotation formally accepted by NDITA, with its full scope.
- xi) **Drawings** mean drawings referred to in the tender/quotation document or standardized drawings of various acknowledged authorities (by NDITA), supplementary and modified similar drawings, duly approved by **Ex. Engr.**, NDITA and provided in the contract or subsequently furnished to the contractor by NDITA for proper execution of work under the contract. The contractor has to obtain all related drawings from NDITA, maintain with them and utilize the same for works under the contract.
- xii) **Approved** means approval in writing including subsequent confirmation of any previous verbal approval. **Approval** means approval in writing including as aforesaid.
- xiii) **Employer** means NDITA.
- xiv) **Site** means the land, the area and other places envisaged by NDITA where work(s) to be executed and carried out and also to be used for working space, under the contract.

- xv) **Ground level** means the level of the referred point/area of the exposed surface of the ground, as appears in drawing/mean sea level references, and in various sections of contract/correspondences.
- xvi) **Store** means storage area or storage buildings and godowns of the contractor. **Departmental store** means similar premises and facilities being maintained by NDITA or any other specified authority.
- xvii) **Work** means and includes all the works called for or included in the scope of tender/quotation, including preparation, construction and improvement works at site and cleaning of sites including removing spoils and debris and maintained as per the contract.
- xviii) **Temporary Works** mean all temporary works of any kind required for execution, completion, implementation, commissioning and maintenance of work as per contract. These are to be dismantled and removed after its utilization, as and when required.
- xix) **Permanent Works** mean all the permanent works to be executed, implemented, commissioned and maintained as per the contract.
- xx) **Tests** mean all such testing works as prescribed in the contract specification and elsewhere or being considered necessary by the **E.O.** or his authorized representatives. Testing to be done as per standard procedures or direction of **E.O.**, at the cost of the contractor for which no claim is to be entertained by the employer.
- xxi) **Cost** means the cost of all type of works which shall include overhead costs on or off the site and statutory taxes as applicable.
- xxii) **Date, Day, Week, Month and Year** refers to English calendar.
- xxiii) **Holiday** means public holidays as per N.I. Act 1881 with all its amendments or such other day(s) on which the NDITA office remain closed.

2.0 Progress of work :

The contractor, on receipt of work order shall immediately prepare work programme in consultation with responsible official/officers of NDITA and obtain approval of the **E.O.** They shall have to adhere to the finalized work programme. The contractor shall be fully responsible for proper progress of the work, failure of which shall make him/them liable for various courses of actions as per relevant terms of the contract. In case of any disruption in the pace of the work progress, the matter has to be brought under the notice of the **E.O.** through his authorized officers of NDITA.

3.0 Contractor's General obligation and responsibility:

The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works and provide all labour, including their supervisor etc., materials, construction plants and all other things, whether of a temporary or a permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified or is reasonably to be inferred from the contract.

4.0 Contractor's Superintendence:

The contractor shall engage and deploy, at his own cost, adequate numbers of whole time qualified personnel in the rank of Project Manager, Supervisor, Mechanics, Electricians & fairly experienced labour.

The contractor, if required and asked, is to submit the list of all such staff along with tender/quotation documents within 10 (ten) days from the date of work order, stating their names, qualification, experience etc. The contractor shall, at his/their cost shall provide in-service training to all categories of staff under his/their control, which shall help in improving the level of knowledge of these personnel.

5.0 Contractor to Arrange and provide all labour, materials, equipments & machineries, tools & plants etc.

Unless otherwise specifically provided for in the tender/quotation document, all labours machineries tools and plants, accessories required for execution of the work, shall have to be supplied, by the contractor at his own cost, The cost of procurement and transportation including aspect of loading, packing, unloading etc., to be similarly borne by the contractor at his own risk and cost.

The rates quoted by contractor in tender/quotation and which becomes the part of the contract, shall deemed to have included all costs of labours, machineries tools and plants, accessories including transportation, storage, guarding etc. thereof. These shall also include all taxes, duties and other charges. No escalation or revision of rates on any count shall be entertained.

6.0 Site Order book:

The contractor shall provide, at his/their cost, a site order book, containing triplicate pages, serialled, in which instructions and various informations shall be given by **Ex. Engr** or his authorized officers, from time to time. One copy (1st) shall be retained by said officer, second copy (2nd) be retained by the contractor and the left out copy (3rd) shall remain in the said order book. The compliance and activities required as per the insertions in the order book shall be monitored and reviewed by all concerned. The contents of such orders to be noted and acted upon, by the contractor and their/his/her staff members. The signature of the contractor/authorized representative of the contractor is essential at the end of each insertion by the side of the signature of the NDITA officer. All insertion should bear date of instruction. Orders conveyed in said book does not however make any ground for the contractor, to put up any financial claim.

7.0 Access:

The contractor has to develop proper access for equipments, machineries, materials to the site of work, at his own cost. The approach should be all weather type, durable and accessible. Any drainage to discard water logging and provision of suitable out fall, along with culverts for crossovers, should be similarly provided. All these structures to be dismantled and cleared off, on completion of work or may be kept at 'as it were' state if so directed by NDITA, fully or partly.

8.0 Site store, Stack yard and Godowns of the contractor:

The contractor, at own cost, erect and construct such facilities which enables proper stacking and storage of all types of materials, equipments and machineries in such a manner

that these are not damaged or destroyed. These facilities should be of adequate capacity to hold required volume of such materials/equipments etc. It should be well guarded against theft, pilferage, mischievous attempts for damage and any other antisocial activity, and to remain well secured. No claim for theft/pilferage shall be entertained.

The contractor must not use the compactor house as store, stack yard, godown etc. at any circumstantial situation.

9.0 Contractor's Employee:

No worker of any category below the age of 18 years to be employed and used for any type of work under the contract, by the contractor.

Any type of labour engaged for the work under the contract by the contractor on day work basis either wholly or partly under the direct order and control of the contractor or his/their representative, shall be deemed to be a person employed by the contractor.

The contractor shall comply at his own cost towards payment of wages, incentives and other benefits, as per provisions of labour regulations and relevant acts in force, to all categories of labours and employees of the contractor.

The contractor shall comply at own cost, with any order or requirement of any Health Officer or local authority of the State government and officers of NDITA, regarding maintenance of proper environmental sanitation of the area where the labourers are housed. The contractor shall also provide, at own cost, routine check up of health of all class of employed labourers, provide safe and wholesome water for their use, provide requisite and appropriate sanitary facilities including latrines, lavatories, bathrooms etc. Special and separate arrangement for women employees to be provided.

The temporary erection for labour shed, water supply and sanitary facilities, constructed by the contractor at own cost, shall be required to be dismantled, cleared and the site be cleaned, after completion of the work under the contract and the spoils, refuse, serviceable and serviceable materials, debris etc. to be taken away by the contractor by own arrangements and cost. The sheds, hutments, barracks and isolated units so erected by the contractor should be made fully habitable, secured and safe for the users.

The contractor, at own cost, shall provide efficient medical attendance and care for all categories of staff and labourers employed for the work under the contract. The contractor shall similarly maintain and provide first aid and facilities of treatment for all categories of labourers. For any accident, causing health damage to all types of labourers, the contractor shall, at own cost, make arrangement of immediate treatment by taking needful course of action by way of shifting to nearby or suitable hospital etc. and extend all financial and other type of support for cure. The report of the accident and ATR (Action Taken Report) to be informed in writing to the **Ex. Engr.** They shall also keep the local law and order authority informed, similarly.

10.0 Workmen Compensation:

In every case, where by virtue of the provision of the workmen compensation Act - 1923 and any other relevant act and rules, compensation to every workmen employed by the contractor, irrespective of class and category, is payable and be made by the contractor. In case of noncompliance of the same, NDITA may be obliged to make payment of such compensation under such regulatory provisions and the amount shall be recovered without prejudice, from the bills, deposits and dues of the contractor. NDITA shall not be bound to contest any claim made against it in respect of workmen compensation.

11.0 Safety measures, Public inconveniences etc.:

The contractor shall during the course of execution of the work under the contract, shall take all necessary measures and precautions for the protection of all persons and property involving workers, staff, labourers, inspectors and visitors and general members of public, at own cost.

The contractor shall provide, at own cost, temporary bye pass access, danger signals, caution boards, traffic regulating personnel, barricades (firm and rigid), notice displays etc. The contractor has to keep convenience of the public in mind and ensure that least inconvenience is caused to them. NDITA and local/State authorities may issue instructions and directives to the contractor, as may be required from time to time to make addition/alteration of arrangements in this context, which shall have to be complied by the contractor, at own cost. Debris, effluents, scum and construction fluid, smoke and emissions, live electrical wires and cables etc. are not allowed to cause least inconvenience to public and neighboring areas.

For any damage and loss done to public or property due to activities undertaken by the contractor, under the contract, responsibility solely lies with the contractor. The contractor shall have to compensate and make good the damage or loss at own cost.

The contractor shall be fully responsible for the property and installation constructed at the site, till being handed over to NDITA after completion of the contract, and any damage or loss to the property and installation shall have to be made good to its desired stature, by the contractor at own cost.

12.0 Hours of work, Night work etc.:

All works enumerated in the tender/quotation including other works in connection therewith or incidental thereto, shall be carried out during specified hours usually, on all days including Sundays and holidays. Similarly the work can be taken up during night hours, with proper lighting, illumination and safety measures when only so allowed by the **E.O.**

No extra claim for works carried out on Sundays, holidays or during night shall be entertained by NDITA.

13.0 Supervision and inspection of works, visits by authorized visitors etc.:

The Chairman, Vice Chairman, Board Members, Executive Officer, Technical Advisor, Ex. Engr., Officers and Officials – all from NDITA shall have explicit authority to undertake supervision and inspection of works of the contractor, under the contract. Suitable members / officials / supervisor / technicians / artisans of the contractor shall accompany such supervising and inspecting authorities of NDITA. The employer may allow visitors and also may depute officers to escort and explain them the works in execution, to the work site. The contractor is required to provide all assistance during such visit.

For supervision, inspection or visit, at some instances, works in particular section or component or area may be stopped or slowed down. Such slacks are inevitable. But such instances do not make any ground for delay in overall progress of the work.

The instructions, directions and notices made during such exercises, to be noted down, rectified and adhered forthwith, for the interest of work, by the contractor and their representatives, at own cost. Any time frame, set for such rectification work, to be strictly followed and maintained.

For all under-qualified or redundant works, noted during such exercise to be immediately dismantled and replaced, repaired and rectified through fresh and proper work for the

affected portion, at own cost, by the contractor. Non-compliance shall make the contractor liable for actions as per relevant clauses of the contract.

14.0 Right to terminate the contract:

In case the contractor becoming insolvent or bankrupt or in case the contractor is a company, when goes to voluntary liquidation and he/they should make a general assignment for the benefit of his creditors or a receiver should be appointed on account of his/their insolvency, or he/they should persistently or repeatedly refuse or fail, except in cases for which extra time is provided, to supply enough workmen of required quality or proper materials, in order to maintain proper progress, or fail to make payment to suppliers/labourers, or should positively by laws, ordinance or the instruction of the **Chairman/Executive Officer/Technical Advisor/Ex. Engr.** of NDITA or otherwise be guilty of a substantial violation of any provision of the contract, the contract can be terminated with 7 (Seven) days written notice, by NDITA.

15.0 Supplementary Specifications:

Whenever references be made in different sections of the contract documents to certain special specifications, the reference shall be construed all subsequent amendments, changes or additions that are published and in effect at the date of signing the contract, NDITA reserves the right to issue additional conditions, specifications etc. if necessary, which will be incorporated with tender documents already sold to tenders for the purpose of this work.

16.0 Fire fighting arrangement:

The contractor shall provide, at his own cost, suitable arrangement for firefighting at godown, weighbridge location, compactor station, local/site offices etc. For this purpose, requisite numbers of fire extinguishers and adequate numbers of buckets, some are always kept filled with sand and remaining with water. The gas or foam extinguisher to be refilled within valid period (before the date expiry). These are to be placed in places of vulnerability and the place being easily accessible. Approach and installations to be routinely and properly maintained.

17.0 Reports and Returns:

The contractor shall maintain at site, daily records of progress with regard to the works carried out, labour engaged and equipment deployed. These will form the basis of preparation of periodical progress and other type of reports and returns, as required by the **E.O.** or the **Ex. Engr.** and in the manner, as directed by him.

The daily records and reports shall be made accessible to the **E.O.** or the **Ex. Engr.** Periodical review meeting may be invited by the Authority to discuss the bottlenecks, if any, for smooth running of the work.

18.0 Terms and stages of payment, payment certificates etc.:

Subject to deduction of security deposit, as per relevant clauses of the contract documents including WBF 2911 (i/ii), and recovery for the cost of materials supplied by NDITA if any, cost of power and water (when not being paid by the contractor directly to the concerned authority with proper communication with NDITA, in this effect), progressive payment may

be made against the completed or partly completed item of works. Such interim payments shall be made as running account bill(s). However, such payment shall not construed to mean that the respective items/components have finally been approved and accepted by NDITA and the contractor shall not be absolved of his responsibility to set right any deficiency of such paid items/components at own cost, for all defects which are subsequently being noted or found.

Running account bill shall not be permitted more than once a month usually. However, NDITA reserve the right to change the schedule of payment, without assigning any reason.

No claim for interest or compensation will be entertained in respect to any money or balance of payment which may be due or alleged to be due to the contractor owing to any dispute between the contractor and NDITA or in respect to any delay in making payment of progressive or final bill of the work, to the contractor.

Payment for the works done by the contractor will be based on recorded and accepted measurements, at various stages of work. Acceptance of measurement put for payment is to be invariably made by putting signature (with seal) of the contractor (or his/their authorized representative).

If for any reason the contractor or his/their authorized representative is not available and the NDITA officers are compelled to stop the work as taking down of measurements are not possible due to such absence, no extra claim shall be entertained for consequences of such stoppages. If the contractor or his authorized representative do not remain present at the time of such measurement records, on being given a three day notice by the concerned officer of NDITA in writing or otherwise, such measurements may be noted and recorded in their absence, by said officer of NDITA and shall be deemed to be accepted by the contractor.

19.0 Security Deposit, Addl. Security Deposit, Recoveries etc. :

i) Security Deposit:

The EMD towards performance security deposit may be forfeited and expended in part or full by NDITA in case the contractor fails to fulfill requirements of the contract, as per relevant provisions of the law and clauses of the contract.

ii) Recoveries:

NDITA may recover costs/taxes etc. from running a/c bill(s) of the contractor on following grounds:

- a)** Cost of materials and services provided by NDITA, at the approved rates.
- b)** Realization of all taxes and charges e.g. Income tax, Sales Tax, other taxes etc.
- c)** Any cost imposed as punitive provisions of the contract.
- d)** Cost of water, electrical power any other aspects provided by any authority other than contractor.
- e)** Any other recovery, which becomes essential and imperative in the interest of public and the work under the contract.

20.0 Idle Labour, idle rent and hire charges etc.

No claim, of any category and type, on these grounds shall be entertained. The contractor and NDITA shall make every effort that such situation does not arise.

21.0 Import license and imported Equipments:

The contractor should arrange and obtain necessary import license, if required, at own cost, for equipments and facilities, required in the interest of work for execution, testing etc. which may involve foreign exchange etc. NDITA has no responsibility on this aspect. However, if desired by the contractor, NDITA may certify or endorse, such procurement, in favour of the contractor, which shall facilitate the contractor in the purpose. Delay in procurement, shall not be any ground to affect the progress of the work. The contractor is requested to visualize and plan the programme accordingly.

22.0 Reduced Rates, part rates:

a) Reduced Rates:

For any improper/inferior grade and quality of material or item of work, in the opinion of the **EO**, not found in strict compliance and conformity to specifications, but are acceptable, the relevant item rates shall be reduced and approved by the **Tender Accepting Authority**, on the basis of analysis, which shall be binding to the contractor.

b) Penal Measures:-

Penal measures for non-completion of work will be taken as follows as per contract and will be deducted from the total measurement as collected of solid waste on daily basis:-

1. For non-sweeping with non-clearance of SW of road under NDITA within 12 noon – 0.88% of total collection for the day of a single lane for a K.M. or Part which will be taken as next round figure.
2. For non-collection of SW from premises under NDITA within 10 am – 0.08% of total collection for the day of a premise or Part which will be taken as next round figure.
3. For non-clearance of SW from vats under NDITA within 12 noon – 2.20% of total collection for the day for a vat or Part which will be taken as next round figure.

c) Part rate:

Part payments for items, which are not fully complete as per specification of the contract, may be made by the NDITA, in cases when it is ensured that the items can be completed as per specification, in following days, by the contractor, when so allowed by the **E.O.** Application of this provision shall be very restricted and can only be exercised under specific case wise approval of the **E.O.**, strictly.

23.0 Supplementary and substituted works:

NDITA may require the contractor to do some additional work, newly or in substitution of items in the schedule of work, in the interest of the work under the contract. In such cases 'Supplementary' and/or 'Substituted' items may result. The specification and other details shall be governed and directed by the **Ex. Engr.** The rate of such items shall be finalized and approved by competent authority of NDITA. The claim sheets, duly serialised, in triplicate, shall have to be furnished by the contractor, duly checked and forwarded, with item wise comments of approval. The claim sheet forms a part of the original contract and shall have all the relevant bearings of the contract. The limitations of such claims shall be governed by prevailing financial powers and provisions of NDITA and/or Government.

These claims are usually termed as 'extra claims' and relates to extra works. Thus, no such extra works can be taken up by the contractor until their written appeal is allowed by the **Tender Accepting Authority**.

Notwithstanding to what has been stated elsewhere, any item of work which can be legitimately considered as not stipulated in the 'Scope of work' of the contract, but becomes necessary as a reasonably contingent during actual execution of the work, it will have to be done by the contractor as and when directed by the **E.O.** or the **Ex. Engr.** However **E.O./ Ex. Engr.** shall have to obtain the approval of the appropriate authority in this respect.

The admissibility of any claim of supplementary/substituted item or the acceptance thereof including award of item wise rates and all other related matters will rest with the tender/quotation accepting authority and shall be binding to all concerned.

24.0 Rate for Supplementary and Substituted item of works:

Notwithstanding what has been said in relevant clauses of the contract, rates will be analysed from various other references/market rates, in which case include usual profit (not more than 10% on basic price) etc. and duly approved by the Authority.

25.0 Time of completion:

In addition to what has been cited earlier, it is to be noted clearly by the contractor and all other, that time is the essence of contract. So every effort has to be made to complete the work within specified time frame, as per NIT, failing which the contractor is liable to be dealt as per relevant provisions of the contract. Here the work includes all aspects of the work including mobilization, obtaining men and material, deploying equipments and machineries, erection of temporary structures and arrangement of facilities like water, power etc. construction and execution of all works in the contract, site development at the beginning and site clearance/cleaning at the end including demolition of temporary structures and facilities etc.

26.0 Action for Non Compliance:

Failure to comply with any one, few or all Conditions, Programmes, Specification, General and Special Conditions and terms, direction and instructions of various authorities of NDITA, by the contractor, shall make the contractor liable to various penal actions, as per contract and contract Acts in force.

27.0 Arbitration:

As per Existing Govt. Order

28.0 Mobilization Advance:

No such advance can be entertained

29.0 Indin Electrical Act (I. E. Act):

The contractor is required to comply with the I.E. Act. And Rules framed there under. He/they shall produce, to the **E.O.**, evidence and documents of valid license of current validity and Electrical Supervisory Certificates, with qualifications and registration records etc. in respect of contractors' employees involved in Electrical Works.

30.0 Language of Correspondences:

English shall be used as language of all types of correspondences and written materials.

31.0 Typographical Errors:

Typographical errors in contract document are subject to corrections by the Tender/Quotation accepting authority, at any stage of the contract. No benefit can be derived by any party on account of such errors.

32.0 Safety Requirements:

Contractor shall provide and use various safety devices for his/their workers and supervisory/inspecting authorities of NDITA, at own cost. Such devices include Hard top Hats, safety belts, spreaded nettings, gloves, goggles, helmets, boots, aprons etc. Identity cards with affixed photographs and all relevant information, to be issued by the contractor for his/their workers, at own cost. Copies of these, on plain paper duly printed and pasted with same photograph copy, to be furnished to NDITA and local Police authority.

33.0 Contractor's local Address:

The contractor shall furnish clear postal address of his local and site offices with his contact no. All correspondences shall be made to such address. The office shall be properly manned round the clock, to receive any letter/communication, sent by messenger.

34.0 Minimum Wage Act:

The contractor is required to follow the Minimum Wage Act for all his employees, irrespective of category and class. NDITA shall take appropriate steps and actions when the contractor is found erring on this aspect.

35.0 Other documents:

NDITA may ask for documents and records pertaining to various issues e.g. Octroi payment challans, cash memos and purchase records, licenses and certificates, insurance documents, employee related records and documents etc., which shall have to be submitted by the contractor.

36.0 Insurance:

a) Against accident etc. to workmen:

The contractor, at own cost, shall insure against all liabilities including that of workmen, with an insurer, approved by NDITA, and shall continue such insurance during the whole period of contract (from date of issuance of order to date of handing over of the work), including period of maintenance. Necessary policies, receipts of payment of premium and any other related documents are to be produced in original, for verification and return (by the competent authorities of NDITA), whenever asked for, from the contractor.

b) Insurance of work etc.:

Without limiting obligations and responsibilities, the contractor shall insure in the name of Employer and the Contractor, against all loss or damage from whatever cause arising for which the contractor is responsible under the terms of contract and in such manner that the employer and contractor are covered for the period of contract (from date of work order to date of handing over of works under the contract), as well as

during period of maintenance, for loss or damage arising from a cause, and for any loss or damage reasoned by the contractor in the course of any operations carried out for the purpose of complying with his/their obligations, as follows:

i) The works for the time being executed to the estimated current contract value thereof together with cost of materials (of the contractor as well as of NDITA).

ii) The constructional plants, equipments, machineries, tools and tackles and other things brought at the site of work by the contractor and/or NDITA and the replacement value for such plants etc.

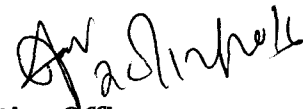
Such insurance, as stated in point (i) and (ii) above shall be effected with an insurer and in terms, approved by the employer. The contractor shall bear the cost of all such insurance. If asked, all relevant documents and receipts etc. to be produced by the contractor, for verification and return by NDITA.

It shall be the duty of the contractor to notify the insurers under any of the insurances referred, any matter or count, which by the terms of such insurances, are required to be notified and the contractor shall indemnify and keep indemnified the employer against all losses, claims, demands, proceedings, costs, charges and expenses whatever arising out of or resulting from any default by the contractor in complying with the requirement, whether as a result of avoidance of such insurance or otherwise.

NDITA reserves the right to take suitable actions against erring contractor on insurance matters, including doing the insurance on behalf of the contractor, at the cost of the contractor.

37.0 No Subcontract or Subletting:

Subcontract or Subletting either full or part of the assigned work with its scope/terms/conditions etc., by the contractor is strictly prohibited, if found, the contract is liable to be terminated including imposition of penalties.



Executive Officer

Nabadiganta Industrial Township Authority



Name of Work : Daily collection of solid waste, daily sweeping and cleaning of street and alleys, transportation, stacking and spreading the waste at specified disposal ground including operation & maintenance of Weigh Bridge, Compactor Stations, Compactor machines, Hook Loaders etc., for Nabadiganta Industrial Township Area for 1 year which may be renewed annually depending on the performance, for a total period of 3 years.

SECTION – D : TECHNICAL SPECIFICATION

1.0 PRIMARY COLLECTION :

- 1.1** To undertake door to door collection of wastes from every house-hold, hotels/restaurants/eateries including road side tea stalls, all commercial / business installments offices (excluding Medical waste, for the present) and dumps of road swept mounds and other places.
- 1.2** To shift the collected wastes, as per clause 1.1 above, through hand driven carts or man pulled tri-cycles or automobile oriented container vessels or tippers, fitted for disposing of waste product at compactor machine directly.
- 1.3** To collect and shift wastes from litter bins and similar bins placed at various places, which are not owned/provided by the contractor, as per procedure described in Clause 1.1 and 1.2 above.
- 1.4** The operator / driver or his helper shall alert owners/workers of each households/offices/commercial establishment by raising audible sound signal (whistle or horn etc.) and ensure that wastes from each such establishment are collected by the contractor.
- 1.5** All containers in movement should be well covered, to disallow dropping or spilling of waste during transit.
- 1.6** All compactor machines need be lifted to carrying carts i.e. hook loader by mechanical means like built in devices with these carts or lifting devices applied externally (cranes)(if necessary).
- 1.7** Sufficient care to be taken so that no damage to life and property is done during loading and unloading of compactor machines at regional locations (and at the disposal site). Also enough care should be taken so that no hindrance is caused to usual traffic of vehicles and pedestrians, during such loading/unloading operations of machines.
- 1.8** The construction debris to be directly loaded into the containers mounted on truck /lorry/dumper or into these carts, from the location where it has been found. The filled (partly or fully) containers be covered well in order to avoid spillage and/or dust from the contents emanating during transit.

2.0. TRANSPORTATION:

- 2.1.** Transportation of collected waste in covered containers loaded in hand driven carts/ man pulled tri-cycles/ automobile oriented container vessels or tippers/ hook loader/ trucks/lorries/dumpers, from various locations to the compactor station and from compactor station to the specified area [at Dumping ground near Mollar Bheri, outside Nabadiganta area, for the present], has to be made in proper manners.

- 2.2. The said vehicles shall take the route through mostly pucca bituminous/concrete/brick paved/water bound macadam roads. While journey, the vehicles should:
- i. Obey traffic rules.
 - ii. Do not cause any hindrance to other vehicular and pedestrian traffic.
 - iii. Do not cause any damage or loss to property and life.
 - iv. Maintain prescribed auto exhaust emission standards.

In case of any default, the contractor shall remain responsible and liable for all sorts of penal actions, as per prevailing laws and rules and as per terms of the contract. Moreover, in case of immobility of such vehicles on way, at any location, the stranded vehicle be arranged for immediate shifting by suitable methods, of dragging the vehicle.

- 2.3. The hook loader along with compactor, with and without waste shall be weighed to measure the mass of waste being transported, & the measurement shall be recorded on actual tonnage (or part thereof) basis. Such measurement will be done through computerized weigh-bridge. For any mechanical defect in the weigh-bridge other reasonable and standard method of measurement shall be applied, as per direction of NDITA.
- 2.4. For any mechanical defect in the hook loader/ compactor machine the measurement shall be recorded as per procedure described in Clause 3.3 above, as per direction of NDITA.

3.0. UNLOADING, STACKING AND SPREADING OF WASTE AT SPECIFIED DUMPING/DISPOSAL GROUND:

- 3.1. To unload the containers, by using mechanical devices (as already detailed for loading work above), after untying and removal of covers.
- 3.2. To spread and stack the waste, manually, with help of requisite tools & plants, in a manner that the waste is uniformly spread.
- 3.3. The accumulated spreading shall provide a formation of desired size and shape. When the dimension of the formation is finally achieved, a new nearby and adjacent site, as per direction of NDITA, shall be taken up for similar exercise.
- 3.4. Care should be taken so that the formed dunes do not encourage environmental pollution.
- 3.5. All covers used for covering containers, containers itself, used tools and plants, compactor house to be thoroughly cleaned, washed and disinfected, after every use, at suitable location. The wash water to be properly drained into drainage lines, to avoid waste water blocked at the cleaning site. The solid waste scrap available at this site, resultantly, to be similarly collected and ultimately transported to the earlier defined dumping /disposal ground. Proper cleanliness including disinfection of the washing/cleaning location to be ensured strictly.

4.0. ABOUT CONSTRUCTION DEBRIS:

- 4.1. These are not to be mixed up with other wastes at collection and transportation stages.
- 4.2. These may be unloaded and spread in various locations if so directed by NDITA. Otherwise these shall also be unloaded and spread at the specific dumping/disposal ground, alike and along other wastes.

- 4.3. Whenever such debris are noticed and noted by the contractor, it should be tried to assess the particulars of generator. The first hand information so collected to be informed by the contractor to NDITA officials. Also NDITA officials, on its own, shall try to locate the responsible generator.
- 4.4. The debris shall only be fully removed on specific direction of E.O., NDITA, in each case.
- 4.5. The site from where the debris is cleared off, to be fully cleaned and restored to its original state by the contractor.
- 4.6. After cleaning the site, if so directed, some extent of dressing and disinfection may be required, which shall be done by the contractor on direction of NDITA.

5.0. ABOUT CARCASS (ANIMALS, BIRDS, REPTILES ETC.):

- 5.1. On being noted by the contractor and/or directed by NDITA, such refuse has to be loaded into covered containers, transported to specified burial location, excavation of fairly deep pit in soil there, lifting the carcass from container and placing into the excavated pit, backfilling the pit by earth obtained from excavation and consolidation complete, by the contractor.
- 5.2. The location from where the carcass has been lifted to be thoroughly cleaned and properly disinfected so that no residue of foul smell and unhygienic condition prevail.
- 5.3. Each case to be dealt under notice of NDITA officials and measured in numbers.
- 5.4. The carcass must not be lifted or transported to the compactor machine.

6.0. ABOUT e-WASTE:

- 6.1. Collection and disposal of the waste has been kept out of purview of the contract at present.
- 6.2. During awareness campaigning and regular contacts with all the house-holds/commercial establishment/offices etc., dumping of such wastes to be fully ensured to be avoided by the contractor.
- 6.3. In case any such waste is found in solid waste from any house-with all other waste, the contributor to be returned with e-waste and be informed to be preserved by themselves, NDITA officials also to be informed accordingly.

7.0. MEDICAL/ CHEMICAL WASTES:

All types of such wastes have not been included under scope of present contract. The contractor shall make everyone aware of this aspect during campaigns and contacts. However, non-medical/non-hazardous solid wastes generated from hospital/pathological laboratory or such organization deals with the medical/ chemical product shall have to be collected from above mentioned establishments.

8.0. STREET, ROAD AND ALLEY SWEEPING:

- 8.1. All public roads (i.e. Salt Lake By-pass, Ring road & internal roads of Sector-V) streets and alleys (except within encompassed roads within premises of house-holds, commercial establishments, offices etc.) shall have to be swept and cleaned thoroughly twice daily for major roads and once daily for allied roads, including pavements, foot path and walkways, up to desired level of satisfaction of NDITA officials.

- 8.2. The swept materials be collected and kept in small mounds by the road sides, to be transferred to garbage carts forthwith and finally put into compactor machine at specified compactor station, alike other wastes.
- 8.3. Sprinkling of powdered disinfectants on both flanks of all roads/streets/alleys or any other place, as per direction of E.O./Ex. Engr. NDITA officials.
- 8.4. Similar disinfectants and chemicals to be spread in impounded small water bodies by the side of all public roads/streets/alleys to control breeding of mosquitoes, fillies and rodent nuisance, as per direction of E.O./Ex. Engr. NDITA officials.
- 8.5. To avoid spreading of dust during sweeping, if required, sprinkling of water through sprinkling of water through sprinklers may be done, at own cost.
- 8.6. Sweeping has to be undertaken by mechanical as well as manual means.

9.0 GENERAL:

- 9.1. All labourers and work force infrastructure, for various components of the work under the contract, as per following out lines, to be provided by the contractor.
 - i. Project Manager (Graduate in any discipline) - minimum 1 no.
 - ii. Qualified Supervisors – minimum 5 nos.
 - iii. Mechanics (preferably technical certificate holders) – minimum 1 no.
 - iv. Electrician (preferably workman electrical licensee Part I (a) & (b)) – minimum 1 no.
 - v. Fairly experienced labour – minimum 45 nos.
 - vi. Other category of workers i.e. drivers, operators – Adequate in number
- 9.2. All tools, plants, tackles, machineries, equipments etc. for various components of the work under contract, as per following outlines, to be provided by the contractor.
 - i. Mechanical road sweeper – as per requirement.
 - ii. JCB or equivalent – as and when required.
 - iii. Portable power driven Hacksaw suitable for trimming or cutting uprooted trees. – As and when required.
 - iv. Any other equipment, machineries, tools & plants, tackles, aides, containers etc. – as and when required.
- 9.3. Requisite number of carts (automobile/tippers), bins (including litter bins), various sized containers, lorries, trucks, mechanical shovels & spreaders, inspection vehicles etc. as per following outline, for various components of the work under the subject of the contract.
 - i. Trucks/Dumpers (adequate capacity) – minimum 2 nos.
 - ii. 2 wheeled motor cycles/scooters for supervision –Minimum 2 nos.
 - iii. 4 wheeled car – as and when required
 - iv. Small covered bins mounted on wheeled carts:-
 - a) Battery operated hydraulic automobile suitable for deposition of solid waste at compactor machine – Minimum 6 nos.
 - b) Manual operated – As per requiriment
 - v. Small size movable bins/litter bins with covered (minimum capacity of 250 ltr.) – minimum 60 nos.
 - vi. Any other type of carts, carriers, containers – as and when required.

9.4 3 (three) nos. Portable Compactor capacity of 10 cum with Tip Cart Mechanism and 1 no. Prime Mover Chassis mounted Hook Loader capable of lifting and transporting Portable Compactor of Capacity 10.5 cum will be provided by this Authority toward SWM. O&M including fuel, guard, operator, mechanic, electrician etc. for these compactors/hook loader/compactor stations to be provided by the contractor as per follows:

- i. 1 (one) no. guard/ operator shall be deployed for the each no. of compactor station for day shift for operating the compactor machine for compaction of transported SW as well as guarding from 8.30am to 5pm & 1 (one) no. guard shall be deployed for the each no. of compactor station for night shift for guarding the station from 8.30pm to 5am by the contractor.
- ii. 1 (one) no. expert driver (must be License holder for driving heavy commercial vehicles) for Hook Loader shall be deployed by the contractor.
- iii. Required spare units and spare parts, fuel, oil and lubricants and all other similar materials for the mobility of the hook loader/compactor machine shall be provided by the contractor.
- iv. Any maintenance required for the Compactor machine/Hook Loader shall be the responsibility of the contractor.
- v. Any maintenance required for the Compactor station for illumination, cleaning etc. shall be the responsibility of the contractor

Items 9.1 to 9.4 are basic guidelines only for proper work. Any addition/alteration for such engagement will be determined by NDITA and this should be final and binding on the contractor.

- 9.5 Any maintenance required for the Weigh Bridge or related accessories shall be the responsibility of the contractor.
- 9.6 All employee of the contractor in the work force should maintain good health and deliver proper output, being intelligent, agile and having all related qualities, to carry out the work in proper manner as per direction and satisfaction of NDITA.
- 9.7 All tools & plants, tackles, machineries, equipments, carts, bins, containers, automobiles and motorable dynamic units should be of adequate number, capacity, size etc. and well maintained, properly overhauled, painted and in tiptop working condition.
- 9.8 Sparable units and spare parts, fuel, oil and lubricants and all other similar materials with backup of repairing tools, tackles and devices, to be ensured and maintained by the contractor, including brushes, brooms, chemicals, detergents and similar consumable articles.
- 9.9. Adequate infrastructure for supervisory works, liason works, complaint redressal works, record keeping works, all sorts of guarding works and effective office works including ancillary works required for lighting and night work system, computers with peripherals, telecommunication setup and various other ingredients to be provided and maintained by the contractor for smooth and effective execution of the subject work under the contract.
- 9.10. For any accident reasoning damage or loss of property or life, the contractor shall bear the consequences at own cost. For such, law of the land shall prevail. However, NDITA shall have to be well informed by the contractor of such situations.
- 9.11. The contractor shall arrange, at own cost, owned/hired/rented well accessible premises within or outside Sector - V area (as close to Sector - V as possible) where offices, stores, godowns, garrages, repairing shops/workshops with properly developed area, residential accommodations for workers, network of internal roads, electrification, water supply and sanitation/sewerage arrangements, well erected encompassment walls & fencings with gates, telephone and e-connectivity etc. The premises shall have to be made accessible to NDITA officials and other Govt. Authorities. The locational postal address is to be provided by the

contractor. NDITA, however, may extend administrative support for obtaining such premises, if required.

- 9.12. Round the clock supervision: The contractor shall provide round the clock supervision with support of men and facilities, on 24x7 basis for effective and smooth execution of the work.
- 9.13. Grievance Cell: The contractor shall maintain well established Grievance Cell for receiving public complaints, at various locations of Nabadiganta area, duly provided with staff and other related support. Instant contact no. of such staff shall be communicated to the each & every building as well as to the NDITA Office in written. Any change of this no. shall be intimated by same manner at earliest. Every complaint shall have to be recorded. The complaints are to be investigated and solved forthwith. NDITA officials shall check the records of complaints and the redressal activity reports. Additionally, such facility shall also be used by NDITA officials for registering instructions and post analysis of fate of such instructions.
- 9.14. Awareness Generation: The contractor, in consultation with, and as per instruction, of NDITA, shall continue with routine Awareness Generation and sensitization of every related section of the households, commercial establishments and offices, about every related aspect of the programme envisaged in the work under the contract. The IEC materials, aides and infrastructure are to be well conceived, planned and incorporated with due wisdom and in complete direction and involvement of NDITA, at various stages.
- 9.15. Disinfectants used should be of best approved quality and in adequate quantity.
- 9.16. The contractor shall provide and continue with adequate and proper safety devices and protection activities for their workers like liveries, insurance, safe & potable drinking water, sanitation and hygienic environment, health checkup and immunization and all other support.
- 9.17. The contractor shall pay salary and emoluments, other financial benefits to all workers employed/deployed in the work, as per prevailing Acts and rules.
- 9.18. The contractor shall provide uniform for their workers as per approved design of NDITA.
- 9.19. The contractor shall make adequate fire fighting provisions at suitable places, kept at easily accessible locations, including always in working state, sand filled buckets, water filled buckets, empty bucket and provision of adequate volume of water.
- 9.20. **Human dead bodies:** Whenever such body/bodies are found at any public place, the matter is to be noted and informed forthwith to local Police authority, with intimation to NDITA. Such bodies are not to be touched or disturbed. After the hearse is taken away by the Police or any other authority, the location should be cleaned washed and disinfected after obtaining permission from Police authority.

10.0 PRESENT EXTENT OF WORK CONTENT:

Daily solid waste: About 22 M.T., likely to increase in future.

Road length: About 20 Km, likely to increase in future.

ALL WORK AND COMPONENTS OF THE WORK SHALL BE CARRIED OUT IN WORKMANLIKE MANNER AS PER SPECIFICATION, INSTRUCTION, DIRECTION AND COMPLETE SATISFACTION OF NDITA. ALL RELATED COSTS CHARGES AND TAXES TO BE INCLUDED IN THE UNIT RATE, TO BE OFFERED IN THE TENDER. NO ADDITIONAL CLAIM WHATSOEVER SHALL BE ENTERTAINED.

TIME SCHEDULED OF VARIOUS COMPONENTS OF THE WORK

SI No	Activities (in short)	Timing	Frequency
1	Door to door collection of garbage including collection of sweep mounds, wastes from litter bins etc and filling the regional large bins and containers.	Within 10:00 a.m.	Daily
2	Street, road and alley etc sweeping and cleaning.	Thorough cleaning within 12:00 noon for all road and alleys; Further sweeping between 2:00 pm. to 4:00 p.m. for major roads	Daily
3	Lifting filled containers, transporting to disposal site, unloading stacking and spreading (including manual levelling) of wastes at said site, washing disinfection and return of empty containers.	Within 01:00 p.m.	Daily
4	Collection of construction debris and arranging disposal.	2.00 p.m. to 5.00 p.m.	As and when required, under instruction of NDITA
5	Collection of carcass and dead bodies of animals/ birds/ reptiles and disposal including burial	24 hours.	Immediate on detection.
6	Effective supervision	24x7 basis	Daily
7	Activities at 'grievance redressal cell'	24x7 basis	Daily
8	Awareness generation activities	As directed by NDITA	As and when required.
9	Reports, returns and liason with NDITA	10.00 a.m. to 5.00 p.m.	On every working day or on any day as directed by NDITA.
10	Any other emergent Activity	As and when directed and felt necessary	

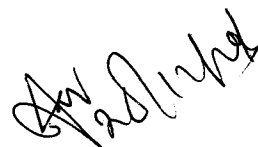
[Above Schedule may undergo changes, as and when required]

11.0. WORKING DAYS: Every day including Sundays, holidays or closure days.

12.0. MODE OF MEASUREMENT:

- i. For MSW : Per Tonne or part thereof, upto two decimal places.
- ii. For Carcass : Per number, in three specified catagories.
- iii. For Compactor/Hook Loader/
Compactor House/Weigh Bridge : Per number, in four specified catagories

NOTE : Refer item no. 1,2 & 3 of BOQ/Schedule of work



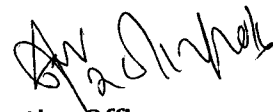
Executive Officer
Nabadiganta industrial Township Authority



Name of work : Daily collection of solid waste, daily sweeping and cleaning of street and alleys, transportation, stacking and spreading the waste at specified disposal ground including operation & maintenance of Weigh Bridge, Compactor Stations, Compactor machines, Hook Loaders etc., for Nabadiganta Industrial Township Area for 1 year which may be renewed annually depending on the performance, for a total period of 3.

SECTION - E : BILL OF QUANTITY

- 1 Door to door daily collection of solid waste (and garbage, debris etc.) from houses, commercial establishments, offices and all other premises including daily sweeping and cleaning of al public roads, streets and alleys and collection of swept materials, providing adequate description of carts, bins, containers transportation vehicles etc. transfer of collected waste materials by fleet of transport, unloading -stacking- spreading -manual leveling at disposal site, cleaning and washing of containers and Including effective supervision, provision of grievance redressal system, awareness generation activities etc. all as per specification, direction and satisfaction of Executive Officer or his authorised representative of NDITA complete:
Per ton: Rs.....
(Approx. yearly 8030 MT)
- 2 Collection, lifting, transportation and burial of carcass (carcasses of dead animals, birds and reptiles), including disinfection etc. all as per specification, direction and satisfaction of officials of NDITA complete :
 - a) Cows, buffalos, horses, mules, donkeys, dogs, goats, pigs etc and similar size animals and large size vultures etc : Per number: Rs.....
(Approx. yearly 70 nos.)
 - b) Cats, birds, snakes, mules, rats, lizards and similar small size animals and reptiles: Per number: Rs.....
(Approx. yearly 50 nos.)
3. O&M including fuel, guard, operator, mechanic, electrician etc. for 3 (three) nos. Portable Compactor capacity of 10 cum with Tip Cart Mechanism and 1 no. Prime Mover Chassis mounted Hook Loader capable of lifting and transporting Portable Compactor of Capacity 10.5 cum including maintenance of compactor stations and Weigh Bridge:
 - a) Portable Compactor : Per month-Per number: Rs.....
(for 3 nos. of Compactor)
 - b) Hook Loader : Per month-Per number: Rs.....
(for 1no. of Hook Loader)
 - c) Compactor station : Per month-Per number: Rs.....
(for 2nos. of Station)
 - d) Weigh Bridge : Per month-Per number: Rs.....
(for 1 no. of Weigh Bridge)



Executive Officer

Nabadiganta industrial Township Authority

