



GOVERNMENT OF WEST BENGAL
DIRECTORATE OF FORESTS
OFFICE OF THE DIVISIONAL FOREST OFFICER
KURSEONG SOIL CONSERVATION DIVISION
J.M.G.Road, Naya Bazar, Kurseong-734203, District-Darjeeling
Tele-Fax : 0354-2344427 Email : dfokgnc@yahoo.in



Memo. No.: 56 / 2-41

RETENDER
e-Tender Notice No. WBFOR/KSCD/NIT/17 of 2018-19

Date : 09.01.2019

The Divisional Forest Officer, Kurseong Soil Conservation Division on behalf of the Governor, Govt. of West Bengal, invites e-Tender for the work detailed in the table below (Submission of Bid through online).

List of schemes :-

Sl. No.	Name of the work	Estimated Amount (Rs)	Earnest Money (Rs)	Price of Technical & Financial Bid documents and others Annexure (Rs)	Period of Completion	Eligibility of Contractor
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Making CRM Wall (1:6) and Sausage Wall at Seti Khola Block (Karmat) under Upper Teesta Catchment Range	12,40,000	24,800	1200 (Applicable to successful bidder at the time of Formal)	30 days	Bonafide Contractors having Credential of more than 40(Forty) percent of the Estimated amount put to tender for the last 3 years.

- In the event of e-Filing intending bidder may download the tender document from the website directly by the help of his Digital Signature Certificate (Details of which has been narrated in “**Instruction to Bidders**”, i.e. Section-A).
- In case of online submission of EMD (Earnest Money Deposit) along with Original copies of Affidavit in prescribed proforma should be send physically to the office of the Divisional Forest Officer, Kurseong Soil Conservation Division under sealed cover as per time schedule as mentioned in Cl. 13 of this NIT. Documentary evidence regarding exemption of EMD [for registered Labour Co-operatives] has also required to be submitted likewise. Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the Website <https://wbenders.gov.in>. Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per the Date/ Time Schedule stated in Sl. No.13 of this NIT.
The documents submitted by the bidders should be properly indexed & attested with seal.
- The prospective bidders shall have satisfactorily completed **AS A PRIME AGENCY** during the last 3 (three) years prior to the date of issue of this NIT at least one work of similar nature under the authority of State/Central Govt., State/Central Govt.undertaking /Statutory Bodies constituted under the statute of the Central / State Government and having a magnitude more than **40(Forty) percent** of the Estimated amount put to tender of intended job.[Non Statutory Documents]
N.B.: Estimated amount, Date of completion of project & detail communicational address of Client must be indicated in the Credential Certificate. Similar nature of work i.e. construction of Retaining Wall, Jhora Training Works, Construction of Drains.
 - The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one Civil Engineering Diploma holder (Authenticated documents in respect of qualification and engagement shall be furnished for Technical-Evaluation). [Non Statutory Documents]
 - Pan Card, Professional Tax receipt Challan for the year 2018-19, GST registration Certificate to be accompanied with the Technical Bid document. Income Tax (Saral) Acknowledgement Receipt for assessment year 2018-19 to be submitted. [Non Statutory Documents]
 - Neither prospective bidders nor any of constituent partner had been debarred to participate in tender by the Forest Directorate during the last 5 (five) years prior to the date of this NIT. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format vide Cl.No. B.4.2./ Affidavit-'Y'/ Section-B without which the Technical Bid shall be treated non-responsive).
 - In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD Form to be furnished along with balance sheet and profit and loss account and all schedules forming the part of Balance Sheet and Profit & Loss Account.Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant name, in such enclose will be entertained. [Non Statutory Documents]
 - The prospective bidders should own (Details as mentioned in Sl. No. 22/ NIT) the required plant and machineries of prescribed specifications as shown in format (Section-B, Form-IV). Conclusive proof of ownership (Tax invoice, Way Bill, Delivery Challan, incorporation in the Balance Sheet as fixed asset) for each plant and machineries in working condition shall have to be submitted. If the same is already engaged in the other works, then name of client along with his contact number

should be furnished in the declaration by the intended bidder countersigned by the client with tentative date of release of such Plant and Machineries where the same are presently engaged. In case of Lease of machineries, original document of ownership from whom the lease is taken and authentic document in support of lease is to be submitted. If necessary, authority/ screening committee may inspect Plant and Machineries physically or call for the original documents as proof of Ownership of the same. [Non Statutory Documents]

vii) Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co.- Op. Societies are required to furnish valid Bye Law, Current Audit Report, Valid Clearance Certificate from A.R.C.S. for the year 2016 along with other relevant supporting papers. [Non Statutory Documents]

viii) Joint Ventures will not be allowed.

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

x) The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. [Non Statutory Documents]

4. The prospective bidder, if awarded, shall engage technical staff according to the requirements of works to be executed.
5. The running payment of proposed executed work may be made to the executing agency as per availability of fund and no claim whatsoever in this regard will be entertained. Provisions in Clause(s) 7, 8, & 9 contained in W.B. Form No. 2911 (ii) so far as they relate to quantum and frequencies of payment are to be treated as superseded.
6. **Constructional Labour Welfare CESS @ 1 (one) % of value of the works will be deducted from every Bill of the selected agency. Vat, Royalty & all other Statutory levy/ CESS will have to be borne by the contractor & the rates in the schedule of rates are inclusive of all the taxes & CESS stated above.**
7. **No Adjustment of Price OR Price Escalation of any kind will be allowed.**
8. **No Mobilisation Advance and Secured Advance will be allowed.**
9. Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work), storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site.
10. **Bids shall remain valid** for a period not less than 90 days (Ninety Days) from the last date of submission of Financial Bid/ Sealed Bid. If the Bidder withdraws the Bid during the period of Bid validity his Earnest Money Deposit may be forfeited.
11. **No Materials will be supplied by the Department.**
12. **Intending tenders shall not have to pay the cost of tender documents for the purpose of participating in e-tendering vide G.O. no.199-CRC/2M-10/2012 Dt.21/12/2012 of Secretary, Govt. of West Bengal.**
13. **Date & Time Schedule :-**

Particulars	Date & Time
1. Date of Publishing NIT & Tender Documents	31.01.2019 at 10.00 am
2. Document Sale/Download Start Date	31.01.2019 at 10.00 am
3. Document Sale/Download end Date	15.02.2019 at 05.30 pm
4. Bid Submission/Upload Start Date	31.01.2019 at 10.00 am
5. Bid Submission End Date	15.02.2019 at 05.30 pm
6. Last date of submission of original copies of Earnest Money Deposit along with Original copies of affidavit in prescribed proforma	16.02.2019 before 11.30 am
7. Date of opening of Technical Proposals	18.02.2019 after 11.00 am

14. **There shall be no provision of Arbitration. Hence Cl. 25 of 2911 (ii) is omitted vide notification no 558/SPW dt. 13.12.11 of Secretary, to the Govt. of West Bengal.**
15. **Clause 17 of conditions of contract of 2911(ii) should be read as Notification No.177-CRC/2M-57/2008 dt.12/07/2012.**
16. **Earnest Money:** The amount of Earnest Money is 2% (Two percent) of the Estimated amount put to tender in the shape of Bank Draft / Banker's Cheque on any branch of any nationalized bank (**Preferably State Bank of India**) drawn in favour of the Divisional Forest Officer, Kurseong Soil Conservation Division as mentioned in

- SI.05/ of list of schemes above. Authentic evidence regarding exemption of EMD [for registered Labour Co-operatives] required to be documented through e-Filling. Original copy has to be produced for verification.
17. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Bidder's own expense.
 18. The intending Bidders shall clearly understand that whatever may be the out come of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at that stage of Bidding.
 19. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned against SI.No.3 and Section-A, i.e., 'Instructions to Bidders' before bidding.
 20. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.
 21. **No Conditional/ Incomplete Bid/ Tender** will be accepted under any circumstances.
 22. All intending bidders are requested to remain present in the chamber of the Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate during opening of the Tender, to witness the tender opening procedure.
 23. Work Order will be issued to the successful bidder only after approval of financial bid from concerned Higher Authority and on receipt of fund from the Government.
 24. If more than one bidder quotes same rate which are found lowest at the time of opening, such similar multiple rates will be entertained/ accepted by the tender accepting authority considering eligibility on the basis of all relevant documents and credentials of one lowest and eligible bidder only.
 25. The Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
 26. During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that bid will be considered as non-responsive and out rightly rejected with forfeiture of Earnest Money and action will be taken as per IT Rule in force.
 27. In case if there be any objection regarding prequalification/ list of "Technically Qualified Bidders", that objection should be lodged to the Tender inviting authority, i.e. Divisional Forest Officer, Kurseong Soil Conservation Division within 2 days from the date of initial publication of list of Technically Qualified Bidders and beyond that time schedule no objection will be entertained by the Authority.
 28. Before issuance of the work order, the tender accepting authority may verify the credential & other documents of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is either manufactured or false, in that case the work order will not be issued in favour of the bidder under any circumstances.
 29. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:-
 - (a) Printed Tender Form, i.e. W.B.F. 2911(ii).
 - (b) Special terms and conditions.
 - (c) Technical bid.
 - (d) Financial bid.
 - (e) Notice Inviting Tender.All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the work schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.
 30. **The Earnest Money may be forfeited –**
 - a) If the Bidder withdraws the Bid during the period of Bid validity.
 - b) In case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the agreement.
 - c) During scrutiny, if it comes to notice to the tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated.

Qualification Criteria

The Tender Inviting & Accepting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding:-

- a. **Experience**
- b. **Technical Capability comprising of personnel & equipment capability**
- c. **Financial Capacity**

The eligibility of a bidder will be ascertained on the basis of the attested documents digitally signed in support of the minimum criteria as mentioned in 30. (a), (b), (c) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder will be out rightly rejected at any stage without any prejudice and action will be taken as per stipulations of IT Rule in force.

Sd/-
(T.T.Bhutia, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division

Memo. No.: 56 / 2-41

Date : 09.01.2019

Copy forwarded for information and wide circulation through notice board to:

1. The Principal Secretary to Government of West Bengal, Department of Forests.
2. The Principal Chief Conservator of Forests (HoFF), West Bengal.
3. The Principal Chief Conservator of Forests (General), West Bengal.
4. The Principal Chief Conservator of Forests, Wild Life & CWLW, West Bengal.
5. The Principal Chief Conservator of Forests, Research, Monitoring & Dev, West Bengal.
6. The Additional Principal Chief Conservator of Forests,CAMPA & Nodal Officer, Forest Conservation Act, 1980.
7. The Additional Principal Chief Conservator of Forests,North Bengal.
8. The Chief Conservator of Forests, Hill Circle, West Bengal.
9. The General Manager (North), WBFDC Ltd.
10. The Chief Conservator of Forests, Finance, Aranya Bhawan, Salt Lake, Kolkata.
11. The Chief Conservator of Forests, Soil Conservation, West Bengal.
12. The Conservator of Forests, Soil Conservation (North) Circle, West Bengal
13. The Sub Divisional Magistrate, Kurseong.
14. The Divisional Forest Officer, Darjeeling Wild Life Division, Darjeeling.
15. The Divisional Forest Officer, Darjeeling Division.
16. The Divisional Forest Officer, Kurseong Division.
17. The Director, West Bengal Forest School, Dow Hill.
18. All Range Officers, Kurseong Soil Conservation Division.
19. Notice Board of this Office.
20. Guard File.

Sd/-
(T.T.Bhutia, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division

SECTION – A **Submission of Tenders**

A.1. General guidance for e-Tendering

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

A.2. Registration of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal of Public Works Department) the contractor is to click on the link for e-Tendering site as given on the web portal.

A.3. Registration of Contractor

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

A.4. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. ***This is the only mode of collection of Tender Documents.***

A.5. Participation in more than one work

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

A.6. Submission of Tenders.

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

A.6.1. Technical proposal

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

A.6.1.1. Statutory Cover Containing

i. Demand Draft towards Earnest Money (EMD) as prescribed in the NIT against the work in favour of the Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate.

ii. NIT, Special Terms & Condition in NIT, Special Specification in NIT, if any, with All Corrigendum and addendum, if any. ***(Download & upload the same Digitally Signed).***

iii. Tender form No. 2911(ii), ***(Download & upload the same Digitally Signed except quoting rate, quoting rate will only encrypted in the B.O.Q. under Financial Bid.***

In case quoting any rate in 2911(ii) the tender liable to summarily rejected.

A.6.1.2. Not statutory Cover Containing

i. Prequalification Application (Application for the Work.....NIT No. Sl. No.) (Sec-B, Form – I)

ii. Financial Statement (Section – B, Form – II).

iii. Affidavits (Ref:- format AFFIDAVIT – “X” & format for general AFFIDAVIT – “Y” (SECTION- B).

iv. Certificate of revolving line of credit by the Bank (if required).

v. Professional Tax (PT) deposit receipt challan for the financial year 2018-19, Pan Card, IT, Saral for the Assessment year 2018-19, VAT Registration Certificate.

vi. Registration Certificate under Company Act. (if any).

vii. Registered Deed of partnership Firm/ Article of Association & Memorandum

viii. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)

ix. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last five years (year just preceding the current Financial Year will be considered as year – I)

x. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered Labour Co-Op(S), Engineers' Co.-Opt.(S).

xi. List of machineries possessed by own along with authenticated copy of invoice, challan & waybill Ref.:- Sl.No. 3(viii) & 22 of this NIT (Section –B, Form IV).

xii. List of Technical staffs along with structure & organization (Section – B, Form – III).

- xiii. Scanned copy of Original Credential Certificate for completion of at least one similar nature of work under the authority of State/Central Govt., State/Central Govt. undertaking /Statutory Bodies constituted under the having a magnitude of 40(Forty) percent of the Estimated amount put to tender during the last 3(three) years prior to the date of issue of this NIT is to be furnished vide Reference Sl. No. 3(i) of this NIT. (Section – B, Form – V).

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

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

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

Sl. No.	Category Name	Sub-Category Description	Details
I	DECLARATION	Declaration 1	1. APPLICATION
		Declaration 2	2.FINANCIAL STATEMENT
		Declaration 3	3. AFFIDAVIT - X & AFFIDAVIT- Y
II	CERTIFICATES	CERTIFICATES	1. GST REGISTRATION CERTIFICATE & ACNOWLEDGEMENT
			2. PAN
			3. P TAX (CHALLN)
			4. LATEST IT RECEIPT
			5. IT-Saral for Assessment Year 2018-2019
III	COMPANY DETAILS	COMPANY DETAILS 1.	1. PROPRIORSHIP FIRM (TRDE LICENCE)
			2. PARTNERSHIP FIRM (PARTERNERSHIP DEED, TRADE LICENCE
			3. LTD. COMPANY (INCORPORATION CERTIFICATE, TRADE LICENCE
			4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE).
			5. POWER OF ATTORNOY
IV	CREDENTIAL	CREDENTIAL 1	1. SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER
		CREDENTIAL 2	2. ENLISTMENT COPY ISSUE BY DEPARTMENT, IF APPLICABLE
V	EQUIPMENT, MACHINERIES & LABORATORY INSTRUMENTS (as per Sl.22 of NIT)		1. AUTHENTICATED COPY OF INVOICE CHALLAN & WAYBILL (MECHNERY)
VI	FINANCIAL (INFORMATION)	WORK IN HAND	1. AUTHENTICATED
		PAYMENT CERTIFICATE 1	ONLY PAYMENT CERTIFICATE NOT THE TDS CERTIFICATE
		PAYMENT CERTIFICATE 2	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT)
		P/L AND BALANCE SHEET- 2010-2011	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT (WITH ANNEXTURE)
		P/L AND BALANCE SHEET- 2009-2010	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT (WITH ANNEXTURE)
		P/L AND BALANCE SHEET- 2008-2009	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT (WITH ANNEXTURE)
		P/L AND BALANCE SHEET- 2007-2008	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT (WITH ANNEXTURE)
		P/L AND BALANCE SHEET- 2006-2007	LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (ASPER NIT)
			ON CONTRACT LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (AS PER NIT)

A.6.2. Tender Committee (TC)

- Tender committee constituted under the Order of the Divisional Forest Officer, Kurseong Soil Conservation Division, Directorate of Forests will function as screening committee for determination technically qualified contractors.
- Opening & evaluation of tender :-
If any bidder is exempted from payment of EMD [registered Labour Co-operatives] relevant certificate required to be furnished.
- Opening of Technical proposal :-

Technical proposals will be open by the Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate alongwith his authorized representative electronically from the web site stated in Cl. No. 2 using their Digital Signature Certificate.

iv. Intending bidders may remain present if they so desire.

v. Cover(folder) statutory documents(vide Cl. No. 6.A-1) should be open first & if found in order, cover(Folder) for non statutory documents (vide Cl. No. – 6.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

vi. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evolution committee.

vii. Uploading of summary list of technically qualified bidders will be made.

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

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

A.6.3. Financial proposal

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

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

A.7 Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.T. to be derived from the information furnished in **FORM-I & II** (Section-B) i.e., Application (for Pre-qualification) & Financial Statement. If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. **This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit.** Such revolving line of credit should be maintained until the works are taken over by the Officer-In-Charge/ Employer.

A.8 Penalty for suppression / distortion of facts :

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

A.9 Rejection of Bid :

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

A.10 Opening of Financial Bid :

A.10.1. Financial proposals will be opened by the Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate alongwith his authorized representative electronically.

A.10.2. After opening of Financial Bid , if situation demands, Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate may call off-line Open Bid among the Qualified Bidders to lower down the offered rate further.

A.11 Award of Contract :

A.11.1. The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority. The notification of award will constitute the formation of the Contract.

The **Agreement in W.B.F.No.-2911(ii)** with incorporation of all the required documents, i.e., NIT including all its agenda & corrigendum, Section- A(Instruction to Bidders), Section- B(Forms & Affidavits), Section- C(Special terms and conditions), Section- D(Technical Specification for Works) and Financial Offer on Bill Of Quantities (BOQ) **will be executed between the Tender Accepting Authority and the successful Bidder.**

A.11.2. The Tender Accepting Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for stated period of time, for awarding contract with the Forest Department, Government of West Bengal.

**In this contract,
there is no provision of :-**

Arbitration (Refn- SI.No.13/ NIT),
Price Escalation Or Price Adjustment (Refn- SI.No.7/ NIT),
Mobilization Advance (Refn- SI.No.8/ NIT) &
Secured Advance (Refn- SI.No.8/ NIT).

**Sd/-
(T.T.Bhutia, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division**

SECTION – B

FORM –I

B.1. PRE-QUALIFICATION APPLICATION

To
Divisional Forest Officer,
Kurseong Soil Conservation Division,
Kurseong-734203.

Ref :- Tender for _____

(Name of work) _____

N.I.T.No.: _____ of 2018-19 of Divisional Forest Officer, Kurseong Soil Conservation Division

Dear Sir,

Having examined the Statutory, Non statutory, Instruction to Bidders & NIT documents along with its Agenda & corrigendum, I /we hereby submit all the necessary information and relevant documents for evaluation.

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

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

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

We understand that:

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

Enclo:- e-Filling:-

- 1. Statutory Documents
- 2. Non Statutory Documents

Date: -

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

SECTION – B**Form – II****B.2. FINANCIAL STATEMENT****B.2.1. Name of Applicant :** _____**B.2.2. Summary of assets and liabilities on the basis of the audited financial statement of the last 5(five) financial years. (Attach copies of the audited financial statement of the last five financial years)**

	Year (Rs. In lakh)	Year (Rs. In lakh)	Year (Rs. In lakh)	Year (Rs. In lakh)	Year (Rs. In lakh)
a) Current Assets : (It should not include investment in any other firm)					
b) Current liabilities : (It should include bank over draft)					
c) Working capital : (a) – (b)					
d) Net worth : (Proprietors Capital or Partners Capital or Paid up Capital + Resource & surplus)					
e) Bank loan/ Guarantee : (As per clause G.2. with all sub clauses)					

B.2.3. Annual value of construction works undertaken :

Work in hand i.e. Work order issued	As on date of Publication of this NIT	As on 31.03.2018	As on 31.03.2017	As on 31.03.2016

B.2.4. Work in progress

Sl. No.	Name of the work	Tender No.	Tendered Amount	% of work executed

B.2.5. Work order issued but work not started

Sl. No.	Name of the work	Tender No.	Tendered Amount	Status

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date

B.3. AFFIDAVIT – “X”

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

Work in progress

Sl. No.	Name of the work	Tender No.	Tendered Amount	% of work executed

Work order issued but work not started

Sl. No.	Name of the work	Tender No.	Tendered Amount	Status

Title of the officer

Name of the Firm with Seal

 Date

B.4. AFFIDAVIT – “Y”

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

B.4.1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.

B.4.2. The under-signed also hereby certifies that neither our firm M/S _____ nor any of constituent partner had been debarred to participate in tender by the Forest Department during the last 5 (five) years prior to the date of this NIT.

B.4.3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.

B.4.4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.

B.4.5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job.

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date

SECTION – B

FORM- III

B.5. STRUCTURE AND ORGANISATION

B.5.1. Name of applicant :: _____

B.5.2. Office Address :: _____

Telephone No. :: _____

Fax No. :: _____

B.5.3. Name & address of Bankers :: _____

B.5.4. 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

Date

SECTION – B**FORM – IV****B.6.1. MINIMUM PLANT AND EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR**

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment which the Contractor must own.

Sl. No.	TYPE OF EQUIPMENT	CAPACITY	NUMBER REQUIRED
1.			

For equipment the application should attach copies of--

(i) Documents in support of Ownership/Lease of the aforesaid machineries are to be furnished as stated under clause 3(viii) of the NIT.

Signature of applicant

including title and capacity in which application is made

 Date

SECTION – B

FORM – V

B.7. EXPERIENCE PROFILE

B.7.1. Name of the Firm: _____

B.7.2. LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.

Name, Location & nature of work	Deptt. Concern	Engineer-in-Charge	Contract price in Indian Rs.	% of Participation of company	Original Time Schedule		Actual Time Schedule		Reasons for delay in completion (if any)
					Start Date	Completion Date	Start Date	Completion Date	

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

 Date

SECTION – C

Special terms and conditions

C.1 General :

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

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

(ii) Latest edition of the book of name '**Specification for Road and Bridge Works**' of the **M.O.R.T. & H.**, Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid two specification books, relevant Public Works (Roads) Department Schedule of Rates for Road & Bridge Works and Materials & Labour in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area at the time of submission of tender will be considered.

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

The word "**Officer-in-Charge**" means the Divisional Forest Officer of the concerned Division. The word "**Department**" appearing anywhere in the tender documents means Forest Department, Government of West Bengal, who have jurisdiction, administrative or executive, over part of whole of the works forming the subject matter of the tender or contract. The word "**approved**" appearing anywhere in the documents means approved by the Officer-in-Charge.

In case, the work is transferred to any other Division, the Divisional Forest Officer under whom the work will be executed should be treated as the Officer-in-Charge. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

C.3 Terms & Conditions in extended period :

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

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

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

C.5 Transportation arrangement :

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

C.6 Contractor's Site Office :

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

C.7 Incidental and other charges :

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

C.8 Authorised Representative of Contractor :

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

- a) General day to day management of work.
- b) To give requisition for Departmental materials, Tools & Plants etc., if any, to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

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

C.9 Power of Attorney :

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

C.10 Extension of time :

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of W.B.F. No.2911 (ii).

C.11 Contractor's Godown :

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

C.12 Arrangement of Land :

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

C.13 Use of Government Land :

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

C.14 Royalty :

As per prevailing government notification the Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, moorum, gravel, earth etc. to the Officer-in-charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorized quarry holder or commercials establishment who directly or indirectly pay the royalty to the

Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Officer-in-Charge failing which necessary deduction from the dues of the contractor may be made as fixed by the Officer-in-Charge.

C.15 Work Order Book :

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

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

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

- a) Name of the Work
- b) Reference to contract number
- c) Contractual rate in percentage
- d) Date of opening of the Work Order Book
- e) Name and address of the Contractor
- f) Signature of the Contractor
- g) Name & address of the Authorized representative (if any of the contractor authorized by him)
- h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor.
- i) Signature of the authorized representative duly attested by the Contractor.
- j) Signature of the Range Officer concerned.
- k) Date of actual completion of work.
- l) Date of recording final measurement.

Entries in (k) & (l) above shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the Range Officer.

C.16 Clearing Of Materials :

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Officer- In-Charge. Total length (in case of road project) shall be demarcated by proper chainaging along with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of Officer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

C.17 Sundry Materials :

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

C.18 Supplementary / Additional items of Works :

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

- (a) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W. (Roads) Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of preparation of the estimate.

- (b) In Case, extra items do not appear in the above Public Works (Roads) Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of preparation of the estimate.
- (c) If the rates of the supplementary items can not be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

Black-market rates or Unbalanced market rates shall never be allowed.

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

It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

C.19 Covered up works :

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

C.20 Approval of Sample :

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

C.21 Water and energy :

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

C.22 Road opened to traffic :

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

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

C.23 Drawings :

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

C.24 Serviceable Materials :

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

C.25 Unserviceable Materials :

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

C.26 Contractor's risk for loss or damage :

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

C.27 Idle labour & additional cost :

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

C.28 Charges and fees payable by contractor :

- a) The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law.
- b) The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark or name of other protected write in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

C.29 Issue of Departmental Tools and Plants :

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

C.30 Realization of Departmental claims :

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

C.31 Compliance of different Acts :

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Officer-in-Charge or Conservator of Forests of the concern Circle of Forest Directorate may at his discretions, take necessary measure over the contract.

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

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

C.32 Safety, Security and Protection of the Environment :

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein: (a) have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),

(b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Officer-in-Charge for the protection of the Works or for the safety and convenience of the public or others, (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,

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

C.33 Commencement of work :

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

C.34 Programme of work :

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Officer-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 Officer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme.

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

C.35 Setting out of the work :

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Officer-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 Officer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor from their responsibility for correctness and rectification thereof.

C.36 Precautions during works :

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Officer-in-Charge and necessary precautionary measures as would be directed by the Officer-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 Officer-in-Charge concerned will be recovered from the contractor.

C.37 Testing of qualities of materials & workmanship :

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the Officer-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 Officer-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 Officer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Officer-in-Charge.

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

C.38 Timely completion of work :

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

C.39 Procurement of materials :

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

C.40 Rejection of materials :

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

C.41 Implied elements of work in items :

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

C.42 Damaged cement :

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

C.43 Force Closure :

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

C.44 Tender Rate :

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

C.45 Delay due to modification of drawing and design :

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

C.46 Additional Conditions :

A few additional conditions under special terms and conditions :

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

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

C.47.3. **In order to make the local people aware, a permanent concrete board (in case of road schemes) or embedded metal/stone plaque (in case of construction of buildings, boundary wall, bridge, culvert, drinking water facility etc.) displaying the following facts should be erected/ embedded :**

a) Name of the Hon'ble M.L.A. and source of fund; b) The Name of the Project Implementation Agency; c) Fund utilized for the scheme; d) Date of completion of the scheme; and e) Physical achievement of the scheme. The cost of the same may be borne out of the contingency part of the estimated amount of the scheme.

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

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

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

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

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

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

C.47 Payment of Bills:

As mentioned in clause 5 of the NIT

C.50 Arbitration:

As mentioned in Cl. 14 of NIT

C.51 Price Adjustment OR Price Escalation

As mentioned in Cl. 7 of NIT

Signature of applicant

including title and capacity in which application is made

**Sd/-
(T.T.Bhutia, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division**

Date : _____

SECTION - D

Technical Specification for Works

D.1 Name of Work :
As per Detailed NIT

D.2 Site Condition :

The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffics during day as well as to night. No interruption in works due to any site condition shall be engaged as to complete the work in time. The execution of the work should however be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account. Difficulties and inconveniences in transporting materials over the bad roads, Kutcha roads, incomplete roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over Kutcha roads. These approach roads should be maintained by the Contractor at his own cost. Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be, should be noted by the bidder. No rate or time will be allowed on these accounts as stated. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing would be entertained under any circumstances beyond the respective tendered provisions.

D.3 Preliminaries :

During execution of the work contractor will remain responsible for providing reasonable facilities to traffic on the road and also lighting and guarding of the road during night for its safety while the work is in progress and no extra rate will be paid on this account before taking up the work.

Approximately half of the road width including one flank shall be kept clear to the traffic from all obstruction and the surface shall be properly cleaned and levelled as far as possible.

Sign Boards / Direction Boards are to be erected at required points of specified size indicating in red letters on a white back ground as per direction of the Officer-in-charge. Cost of which should be born by he agency.

Road barriers shall be placed wherever the existing road surface disturbed with proper' road signs. During night, these should be provided with the light, Night Guard e.g. 'Chowkidar' for watching the barrier etc. shall also be maintained by the Contractor to give due warning to road users specially at night.

D.4 Specifications & Mode of execution :

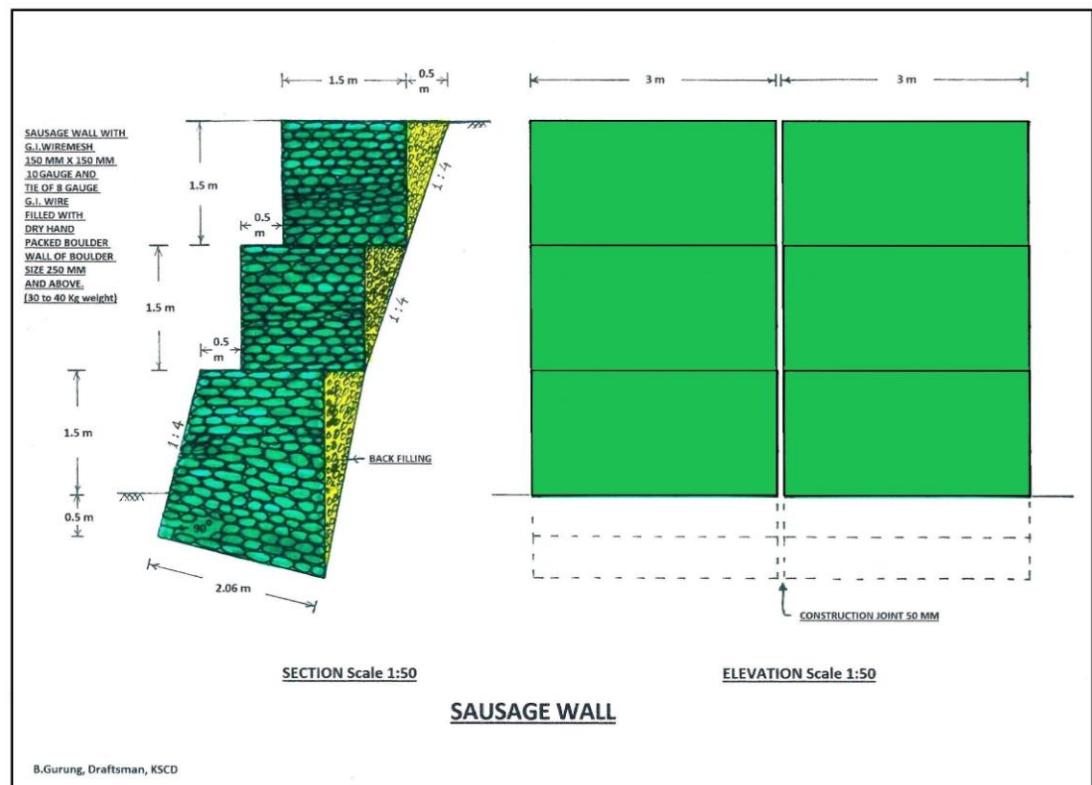
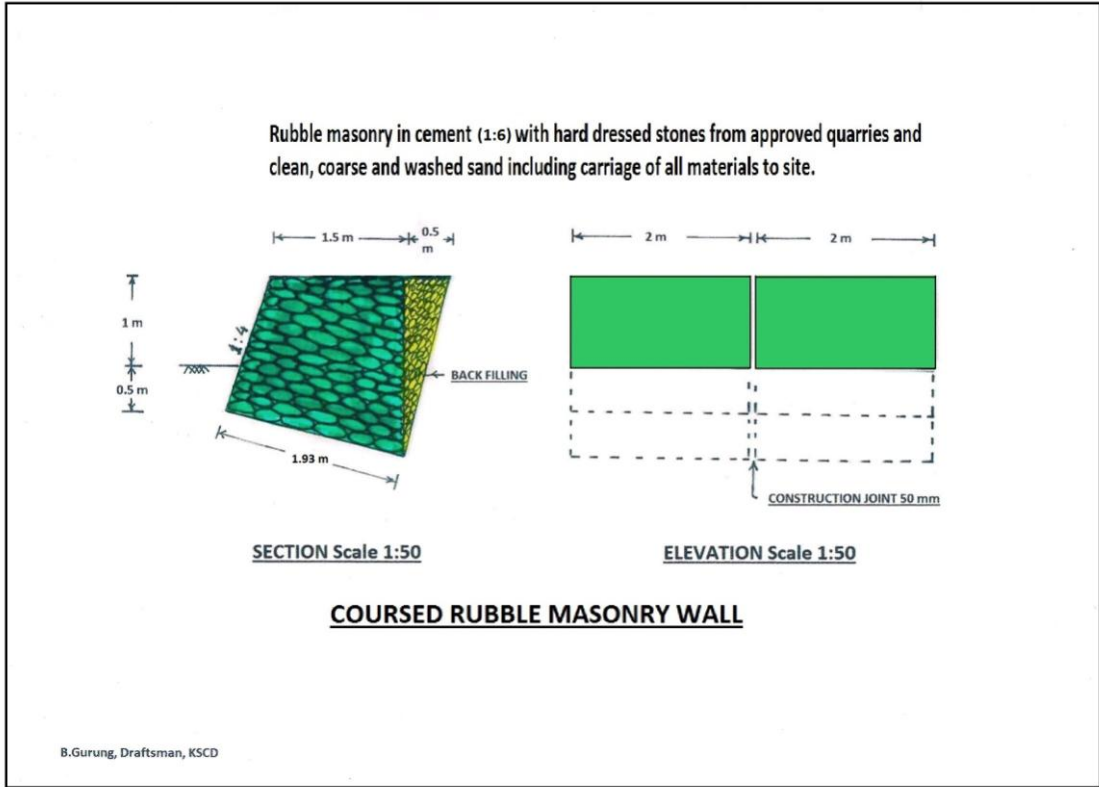
Unless otherwise stipulated specifically all the item of works are to be done as per relevant sections, general conditions and general guideline as mentioned either in—

- (i) **Public Works Department Schedule of Rates for Building Works** and Materials & Labour in force for different district of West Bengal including up-to date addenda and corrigenda.
- (ii) '**Specification for Road and Bridge Works**' of the **M.O.R.T. & H.**, Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi- Latest edition of the book.

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

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(T.T.Bhutia, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division

DRAWINGS



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(T.T.Bhutia, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division**