



Government of West Bengal  
Directorate of Forests  
**Office of the Divisional Forest Officer**  
**Jaldapara Wildlife Division**  
Nilkuthi, P.O. & Dist. Cooch Behar, PIN - 736101



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Memo No. 1652/JICA/2-5/e-6/18-19

Date 08-08-2018

**e-TENDER NOTICE NO. : WBFOR/JWD/NIT25(e)/18-19**

**NIT NO. : NIT25**

**(OPEN TENDER FOR CONSTRUCTION OF ELEPHANT DRIVING WATCH TOWER)**

The Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar invites e-Tender for Construction of Elephant Driving Watch Tower at JFMC Areas under Jaldapara Wildlife Division, Cooch Behar as per schedule furnished herein below, Details of the e-Tender Notice, Terms & Condition and BOQ will be available from the website <http://wbtenders.gov.in>.

**Last date of submission of Bid (online) : 05-12-2018 (upto 2:00 p.m.)**  
**Bid opening date for Technical Proposal (online) : 07-12-2018 at 2:00 p.m.**

1	Nature of works	=	Construction of Elephant Driving Watch Tower
2	Location / Site	=	South Khairbari 3 No. FPC under Madarihat Range
3	Estimated Value	=	Rs. 1,50,000.00
4	Earnest Money - @ 2%	=	Rs. 3,000.00

- For e-tendering, intending tenderer may download the documents from the above said website directly with the help of digital signature certificate. Necessary Earnest Money (where required) shall be deposited by the intending tenderers by way of **Online Payment** in favour of the **Head, Wildlife-III DMU & Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar** and the same should be documented by e-tendering & virus free scanned copies be uploaded.
- The 2% Earnest Money of the tender amount should be deposited through Online Payment and a Payment Confirmation Challan to be submitted to the undersigned.
- Properly indexed & self attested documents & duly digitally signed of both the technical Bid and Financial Bid should be concurrently submitted in the website mentioned above as per time schedule given below.
- Eligibility Criteria for participation in the Tender :-
  - The prospective tenderers as a primary agency should have satisfactorily completed at least one work of similar nature for a magnitude of 50% of the amount put to the tender under the State Government or its undertaking or the Central Government or its undertaking or any Statutory Body during the last 03 (three) years from the date of issue of this Notice.
  - Technical Bid documents should be accompanied with copies of tenderer's PAN Card, professional Tax Receipt/Challan for the current year, GST Registration Certificate (if any).
  - Registered Co-operative societies of Unemployed Engineers and Diploma-Holders on Engineering are required to furnish valid Bye-Laws, Latest Audit Report, Valid Clearance Certificate from Assistant Registrar of Co-operative Societies for the year 2012-2013 along with other relevant supporting papers.
  - A company shall furnish the Articles of Association and Memorandum.
  - The partnership firm is requested to furnish the copy of Registered partnership deed.

5. Payment of bill on its production will be made after successful execution of the work subject to availability of fund and no claim, whatsoever, will be entertained against any e-NIT / any accepted Tender. Deduction of Income Tax, VAT (if required), Construction Worker's Welfare Cess etc. will be made at source in accordance with the existing rules / orders.
6. Neither any Mobilization Advance nor any Secured Advance will be allowed.
7. Bids shall remain valid for a period of 365 (three hundred sixty five) days from the date of opening of Financial Bid. If the bidders withdraw the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith assigning any reason thereof. No interest on the deposited Earnest Money shall be allowed if the said bid is cancelled.
8. Date and Time Schedule :-

1	Date of uploading of NIT & other documents (online) (Publishing date)	=	16-11-2018 at 05:00 p.m.
2	Documents download / Sell start date (online)	=	16-11-2018 at 05:00 p.m.
3	Bid submission start date (online)	=	16-11-2018 at 05:00 p.m.
4	Bid submission closing date (online)	=	05-12-2018 upto 02:00 p.m.
5	Last date of submission of original copies for the cost of Tender documents and earnest money deposit (offline)	=	07-12-2018 upto 02:00 p.m.
6	Bid opening date for technical proposals (online)	=	07-12-2018 at 02:00 p.m.

9. Financial Bids of those tenderers who qualify in Technical Bid will only be opened. Dates, if changed, due to un-avoidable circumstances, will be published in the said website and the office notice board only without any individual intimation.
10. A tenderer may visit the site of works and its surrounding on his own cost in order to prepare bid for its submission.
11. No cost of bidding shall be reimbursable by the Office of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar. Authority may accept or reject any tender without assigning any reason, whatsoever, and is not liable for any cost that might have incurred by a Bidder.
12. Refund of EMD :- The Earnest Money of all the unsuccessful Tenderers will be refunded through on receipt of application from the Office of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar.
13. The Earnest Money deposited by a successful Tenderer will be converted into Security Deposit and the balance amount for Security Deposit @ 8% of the Project Cost should be submitted as Demand Draft from any Nationalized Bank. Total 10% Security Deposit of Project Cost will be kept as Security Money for performance of work. No interest on Security Deposit will be paid by the Tender accepting Authority.
14. The willing tenderers may remain present at the time of Opening of Tender.
15. The Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar reserves the right to cancel the e-NIT due to un-avoidable circumstances and no claim in this respect will be entertained.
16. A tenderer's bid will be out rightly rejected with a forfeiture of his earnest money if it comes to the notice of the Tender Inviting Authority scrutiny that the credential or any other papers of a tenderer are manufactured / fabricated etc.
17. The Tender Inviting Authority may verify the original credential and other original documents of the lowest tender, if found necessary, before issuance of the Work Order and the work order will not be issued in favour of the tenderer if it found on verification that such documents submitted by him / her is either manufactures or fabricated etc.
18. A clause stated in the later notification will supersede the corresponding one mentioned in former notification in the following sequence :-
  - a. Tender Form as prescribed.
  - b. NIT
  - c. Special Terms & Conditions
  - d. Technical Bid
  - e. Financial Bid

19. Evaluation of Technical & Financial Bid will be held at the Chamber of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar as mentioned in Para 9 of this e-NIT.

### **INSTRUCTION TO BIDDERS**

1. **General guidance for e-Tendering** : Instructions / Guidelines for electronic submission of the tenders have been annexed for guidance / assistance of the tenderers to participate in e-tendering.
2. **Registration of tenderer** : Any tenderer willing to participate in e-tendering will have to get himself enrolled & registered with the Government e-procurement system by logging on to <https://wbtenders.gov.in>. The tenderer is to click on the link for e-tendering site as given on the web portal.
3. **Digital Signature Certificate (DSC)** : For submission of tenders, each tenderer is required to obtain a Digital Signature Certificate (DSC) from the approved service provider or the National Information Centre (NIC) on payment of requisite amount, the details of which are available at the website.
4. A tenderer can search & download NIT & tender documents electronically, the only mode of collection of tender documents, from computers once he logs on to the website using Digital Signature Certificate.
5. **Submission of Tenders** : General Process of Submission :  
Both the Technical Bid and Financial Bid in Separate folders will have to be submitted online in the website at a time for each work before the notified date & time using the Digital Signature Certificate (DSC) and virus scanned and duly digitally signed copies of documents should also be uploaded in the website (These documents will get encrypted i.e. transformed into non-readable formats).

### **COVER "A"**

### **TECHNICAL BID**

(Technical Bid should contain scanned copies of the following in one cover & submit the Photocopies to the undersigned)

- i) Scanned copy of trade license.
- ii) Scanned copy of Payment Confirmation Challan towards Earnest Money (E.M.D.) and as prescribed in the NIT against each of the works in favour of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar.
- iii) Scanned copy of proper Credential Certificate in form of Completion Certificate / Payment Certificate of at least on work of similar nature having a magnitude of 50% (fifty percent) of the amount put to tender under the State Government or its undertaking or the Central Government or its undertaking or any Statutory Body during the last 3 (three) years from the date of issue of this Notice.
- iv) Scanned copies of Professional Tax (P.Tax) Deposit Receipt / Challan for the Financial year 2014-15, the I.T., PAN Card, the VAT Registration Certificate (if any).
- v) Scanned copy of Registration Certificate under the Companies Act (if applicable).
- vi) Scanned copy of Registered Deed of Partnership Firm / Article of Association & Memorandum (if applicable).
- vii) Scanned copy of Power of Attorney (for Partnership Firm / Private Limited Company), (if applicable)
- viii) Scanned copy of upto date "No Objection Certificate" issued by the Assistant Registrar of Co-operative Societies (ARCS), (if applicable).
- ix) An engineering Co-operative Society, if not categorically mentioned in NIT, will have to submit credential as mentioned above and is exempted from deposit of Earnest Money only.
- x) Scanned copy of NIT with signature of the Bidder/Tenderer on each page of NIT.

**N.B.** : Original copies of all documents have to be produced on demand for checking, otherwise tender will be rejected.

**COVER "B"**  
**FINANCIAL BID**

The Financial Proposal should contain the following documents in one cover (folder), i.e. the contractor is to quote the rate (percentage above / below / at par) online through computer in the space marked for quoting rate in Bill of Quantities (BoQ), only downloaded copies of the above documents are to be uploaded duly virus scanned & Digitally Signed by the contractor.

**Rejection of Bid :**

The Employer (Tender Accepting Authority) reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of contract without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (Tender Accepting Authority) action.

**Tender Selection Committee :**

- i) The committee will act for recommendation of technically and subsequently financially qualified bidders.
- ii) Intending Tenderers may remain present during the Scrutiny of Technical & Financial Bids. Technical Bids will be opened first and the defective tender will be summarily be rejected.

**SPECIAL TERMS & CONDITIONS**

**C-1 General :**

Unless otherwise stipulated , all the works are to be done as per general conditions and general specifications as mentioned in the SOR specification of the relevant State Government Department, Discrepancy, if any, found in the arithmetical calculation in B.O.Q. should be brought to the notice of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar before execution of work.

**C-2 Definition of DFO and Department :**

The word "DFO" means the Divisional Forest Officer. The word "Department" appearing anywhere in the tender document means Office of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar.

**C-3 Terms & Conditions in extended period :**

The extended time for completion of work allowed by the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar for cogent reason will automatically revalidate the tender to the extended period with all the same terms and conditions.

**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, any other contractor or convenience of the road users and occupants of the adjacent locality and precautions must be taken to guard against any chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. Any damage to any property due to the negligence of the contractor, in the opinion of the Divisional Forest Officer / In-charge, will have to be repaired promptly by the contractor at his own cost and expenses subject to the direction and satisfaction of the Divisional Forest Officer / In-charge.

**C-5 Transportation Arrangement :**

The contractor shall arrange for all means of transport including railway wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may grant necessary certificates, if required, for booking of railway wagons etc. so as circumstances. Alternatively, 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 no office adjacent to the worksite and may office request space at the office of the Range Officer, Jaldapara East Range where all directions and notice of any kind whatsoever, which the Engineer-in-charge or his representative may desire to give to the contractor in connection with the contractor, may be left or sent by post to such office or delivered to the contractor's authorised agent or representative and such intimation to a contractor at the site office shall be deemed to have been duly served upon the contractor.

**C-7 Incidental and other charges :**

The cost of all materials, hire charges of tools and plants, royalty on minor minerals / road materials (if any), electricity and other charges of statutory local bodies, ferry charges, toll charges, loading and unloading charges, handling charges, etc. Inclusive of sales tax (Central and / or State), Income Tax, Octroi Duty / Terminal Tax, VAT etc. shall be deemed to have been covered by the rates quoted by contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect should be to the entire satisfaction of the Engineer-in-charge of the work. No extra claim in this regard beyond the specified rate as per work schedule, whatsoever, in this respect will be entertained.

**C-8 Authorised Representative of Contractor :**

The contractor shall not assign the agreement or sublet any portion of the work, the contractor, may however, appoint an authorised representative in respect of one or more of the following purpose only. General day to day management of work. To give requisition for Departmental materials, tools & plants etc. to receive the same and sign hand receipts thereof. To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken as token of acceptance by the contractor. The selection of the authorised representative shall be subject to the prior approval of the Block Development Officer concerned and the name of work, Tender No., the name, address and the specimen signature of the representative he wants to appoint and specific purpose as specified here-in-above, which the representative will be authorised for, even after first approval, the Block Development Officer may issue at any subsequent date, revise directions about such authorised representative and the contractor shall be bound to abide by such direction. The Block Development Officer shall not be bound to assign any reason for his revised directions. Any notice, correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor.

**C-9 Contractor's Godown :**

The contractor must provide suitable godown with sufficient capacity for cement and other materials at the site of work. No separate payment will be made for these godowns or for the store yard. Cement and other materials found to have been damaged shall be rejected with a direction to remove these from the site by the contractor on his own cost as per direction of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar.

**C-10 Arrangement of Land :**

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for execution of the work. Departmental land, if available, may be spread for the purpose on usual charges as fixed by the competent authority.

The contractor shall clear and remove on completion of work and shed, huts etc. which he might have erected in land. If after such use, the contractor fails to clear the land, the Divisional Forest Officer, Jaldapara Wildlife Division will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

**C-11 Sundry Materials :**

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar at his own cost before starting and during the work by which the departmental staff will check levels layout of 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 materials like pegs, strings, nail flakes instructions etc. and also skilled labour required for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-charge at his own cost without any extra claim towards the department.

**C-12 Supplementary / Additional Item of works :**

Notwithstanding the provisions made in the related printed tender form any items 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 Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar and the rates will be fixed in the manner as stated below:-

i) Rate of supplementary items shall be analysed in the 1<sup>st</sup> instant extended possible from the rates of the allied items of work appearing in the tender schedule.

ii) Rate of supplementary items shall be analysed to the maximum extent possible from rates of the allied items of work appearing in the Department Schedule of Rates of probable items of work forming part of tender document rates for the working area enforce at the time of NIT.

iii) In case, addition items do not appear in the above Department Schedule of Rates, for the working area enforce at the time of NIT.

iv) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analysed from market rates of materials, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (ten percent) will be allowed only; the contractual percentage will not be applicable. Unbalanced market rates shall never be allowed, contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (i), (ii), (iii) & (iv) 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-13 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 former item has been measured up and has been inspected by the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar or the authorized representative of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar 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 may do this inspection in respect of minor works and issue order regarding the latter item.

**C-14 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 Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar and checking the quality of such materials shall have to be done by the concerned Department or as directed by the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar prior to utilization in the work.

**C-15 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 different stages of execution 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 and 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-16 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 programme of work must be so adjusted as 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 otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such obligations, suitable road signs as and where necessary should be provided by the contractor at his own cost as per direction of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar 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-17 Drawings :**

All works shall be carried out in conformity with the drawings supplied by this Department. The contractor shall have to carry out all works accordingly to the departmental general arrangement drawing and detail working drawing to be supplied by the department from time to time.

**C-18 Serviceable Materials :**

The responsibility for stacking the serviceable materials (as per decision of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar) obtained during dismantling of existing structure / roads and handing over the same to the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recovered from the contractor's bill at rates as well as assessed by the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar.

**C-19 Unserviceable Materials :**

The contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dress up and clear the work site after completion of work as per direction of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar. No extra payment will be made on this account.

**C-20 Loss or damage contractor's risk for :**

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-21 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 charge of tools and plants railway freight etc. would be entertained under any circumstances.

**C-22 Charges & fees payable by contractor :**

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.

The contractor shall have, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark of name of other protected write in respect of any constructional plant, machine, work materials thing or process used for or in connection with work or temporary works or any of them.

**C-23 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-24 Realization of Departmental Claims :**

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

**C-25 Compliance of different Acts :**

The contractor shall comply with the provisions of the Apprentices Act, 1961. Minimum wages Act, 1884. Contractor Labour (regulation and abolition) Act, 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, the concerned Authority 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 Act(s). The contractor must obtain necessary certificate and license from the concerned registering office under the contract labour (Regulation and Abolition) Act, 1970. The contractor shall be bound to furnished the concerned authority all the returns, particulars 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 concerned authority may at his discretion take necessary measures over the contract.

**C-26 Safety, Security and Protection of he 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 concerned authority for the protection of the works of 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 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-27 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-28 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 concerned authority 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 concerned authority and is modified by him. The contractor must pray writing showing sufficient reasons therein for modification of programme. The conditions laid down in clause-2 of the printed tender form regarding the division 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-29 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 concerned authority. During progress of work, if any error appears or arise 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 concerned authority. 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-30 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 concerned authority and necessary precautionary measures as would be directed by the concerned authority 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 concerned authority will be recovered from the contractor.

**C-31 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 concerned authority reserves the right to test, examine and measure the materials / workmanship direct at the place of manufacture. Fabrication or at the site of work or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the concerned authority 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 concerned authority without any extra cost. Besides this, he will carry out tests from outside laboratory as per instruction of the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

**C-32 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 Form 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-33 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-34 Rejection of Materials :**

All materials brought to the site must be approved by the concerned authority. Rejected materials must be removed by the contractor from the site within 24 hours of the issues of order to that effect. In case of non-compliance of such order, the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar 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 loss or damage of that account.

**C-35 Implied elements of work in items :**

Except of such items as are included in the specific priced schedule of probable items and proximate quantities no separate charges shall be paid for traffic control measures, shoring, shuttering, watering, curing etc. and the rates of respective items or works are to be deemed as inclusive of the same.

**C-36 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 disposed of as directed by the concerned authority at the costs and expenses of the contractor.

**C-37 Issued of Departmental Materials :**

Departmental materials will not be issued under any circumstances.

**C-38 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-39 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 items of work. The quantities for various other items or works as shown in the priced schedule of probable items or 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 condition, 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-40 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 and alterations of specifications.

**C-41 Additional Conditions :**

A few additional conditions under special terms and conditions :

**C-41-1** Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the concerned authority.

**C-41-2** Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, Octroi and all other duties, if any.

**C-41-3** The contractor is to display caution board maintaining I.R.C norms at his own cost as per direction of the concerned authority.

**C-41-4** Deep excavation of trenches and left out for days shall be avoided.

**C-41-5** Labour welfare cess will be deducted @ 1% (one percent) of gross bill value as per rule.

**C-41-6** The whole work will have to be executed as per departmental drawings available in this connection at the tender rate.

**C-41-7** Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

**C-41-8** 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-42 Refund of Security Deposit :**

In respect of successful tenderers, the earnest money on acceptance of the tenders shall be converted as a part of security deposit (total security deposit – 10%). Balance part of security deposit must be submitted as demand draft from any nationalized bank to make the total amount of security equivalent to 10% (ten percent) of the total value of work so executed and the same will be released after one year from the date of completion of the work on due satisfaction of the concerned authority. Earnest money deposited by unsuccessful tenderers will be refunded on application to the Divisional Forest Officer, Jaldapara Wildlife Division, Cooch Behar after issuing of work order.

**C-43 Defect Liability Period :**

Defect liability period for all the work is one year and will be calculated from the date of completion of the whole work.

**C-44 Specification of Work, Methodology :**

Specification and methodology of works shall be as given in the specification of rural roads of MORD and other relevant IRC & IS codes.

Head  
Wildlife-III DMU  
&  
Divisional Forest Officer  
Jaldapara Wildlife Division, Cooch Behar