

**Office of the Kashyong Gram Panchayat  
Pedong Development Block  
District Kalimpong**

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PIN-734311

**NOTICE INVITING e-TENDER**

**NOTICE INVITING ELECTRONIC TENDER NO./ NleT No. 11/KGP/15FC/2025, dated: 13/05/ 2025**

Seperate e-Tenders are invited from bonafied bidders by the undersigned for the schemes as specified below. The intending tenderers may visit website -[www.wbtenders.gov.in](http://www.wbtenders.gov.in) for the tender notice, other details and bidding.

Sl. No.	Name of the Work	Sanctioned Amount	Amount put to be bid upon (in Rs.)	Earnest money (in Rs.)	Tender Participation Fees	Period of work	Eligibility of contractor
1	2	3	4		5	7	8
1.	Piped Drinking water to Namchelakha III ICDS Centre	Rs. 1,42,338.00	Rs. 1,38,233.00	Rs. 2760	Rs. 250/-	60 Days	Experience on similar nature of work of the minimum value of 60% of the amount put to Tender. (Column No. 3).
2	Piped Drinking water to Samdong ICDS Centre	Rs. 1,42,338.00	Rs. 1,38,233.00	Rs. 2760	Rs. 250/-	60 Days	Experience on similar nature of work of the minimum value of 60% of the amount put to Tender. (Column No. 3).
3	Fencing at 12 No Dhura Play Ground	Rs. 2,00,000.00	Rs. 1,94,210.00	Rs. 3880	Rs. 250/-	60 Days	Experience on similar nature of work of the minimum value of 60% of the amount put to Tender. (Column No. 3).
4	Construction of Retaining wall at Lepcha Dara	Rs. 2,00,000.00	Rs. 1,94,516.00	Rs. 3890	Rs. 250/-	60 Days	Experience on similar nature of work of the minimum value of 60% of the amount put to Tender. (Column No. 3).

1. For e-tendering, intending tenderer may download the tender documents from the above said website directly with the help of digital signature certificate. Necessary Earnest Money shall be deposited by the intending tenderers by way of RTGS/ NEFT through **ICICI Bank Payment Gateway** in favour of Kashyong Gram Panchayat and the same should be documented for e-tendering & virus free scanned copies be uploaded. Necessary Tender Participation Fees shall be deposited by the intending tenderers by way of RTGS/ NEFT or through any mode to **OSR Account No. 120001982260, at DDCCB BANK, Pedong Branch with IFS Code WBSC0DJCB02**, in favour of the Kashyong Gram Panchayat and the same should be documented for e-tendering & virus free scanned copies be uploaded.
2. 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.
3. *Eligibility Criteria for participation in the Tender:*
  - i). The prospective tenderers as a primary agency, should have satisfactorily completed similar nature of work of the minimum value of 60% of the value of the amount put to tender i.e.; 60% of the value in Column No. 3. above, under the various departments of State Government or its undertakings or the Central Government or its undertakings or any Statutory Body within any particular financial year during the last 05 (five) financial years from the date of issue of this Notice.
  - ii). Technical Bid Documents should be accompanied with copies of tenderer's PAN Card, Professional Tax Receipt/ Challan for the current year, GST Registration Certificate, acknowledgement of RTGS/NEFT/ Challan of transferred EMD & Tender Participation Fees, Trade Registration issued by Gram Panchayat. Credentials (in the form of payment certificate).
  - iii). Registered Co-Operative Societies of Unemployed Engineers and Diploma -Holders in Engineering are required to furnish valid Bye-Laws. Latest Audit Report, valid Clearance Certificate from Assistant Registrar of Co-Operative Societies for the year 2012-13 along with other relevant supporting papers.
  - iv). The partnership firm is required to furnish copy of registered partnership deed.
  - vi). A Company shall furnish the **Article of Association and Memorandum**.
  - vii). The partnership firm is requested to furnish the copy of Registered Partnership Deed.
4. 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 for any delay in payment. No escalation charge will be entertained against any e-NIT/ any accepted Tender. Deduction of Income Tax, GST, cess etc. (as applicable) will be made at source in accordance with the existing rules/ orders.
5. Running Account (RA) Bill will be allowed only after completion of 30% of the work.
6. The Contractor shall have to arrange nearest to the work site, required land for installation of plant & machineries (specified for each awarded work), storing of materials, provision of labour shed & laboratory etc. at his own cost and responsibility.
7. Bids shall remain valid for a period of nine months 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. The office shall not be responsible or not liable to any compensation for interruption of construction work due to direct or indirect reasons, i.e., strike, natural calamities which may occur during the construction.
9. The rates shall be inclusive of Income tax, incidental charges, royalty, cesses, carrying charges including head loads upto the site.
10. The rates so offered shall not be changed at any time.
11. The work shall have to be completed within three (3) months from the date of the issue of the Work order, failing which penal measures shall be adopted against the agency. In case of, failure of timely completion, 2% of the monetary value of the Work shall be deducted from the bill for delay of 15 days and the offence shall be compounded.
12. In case of sand, boulders etc. The royalty slips in the form of CO as issued by the appropriate authority shall have to be submitted by the agency along with the bills. The process of payments will be initiated only after the submission of such royalty.



## Date and Time Schedule:

Sl. No.	Particulars	Date & Time
01.	Date of Uploading of NIT Documents (Online)	14/05/2025 from 6.00 PM onwards
02.	Starting Date of Downloading of Documents (Online)	14/05/2025 from 6.55 PM onwards
03.	Last Date of Downloading of Documents (Online)	21/05/2025 till 5:55 PM
04.	Starting Date of Submission of Bid (Online)	14/05/2025 from 6:55 PM onwards
05.	Last Date of Submission of Bid (Online)	21/05/2025 Till 05:55 PM
07.	Opening Date of Technical Bid (Online)	26/05/2025 from 11:30 AM onwards at the Chamber of Pradhan at Kashyong Gram Panchayat .
08.	Date & Time for Technical Evaluation (Online)	26/05/2025 from 1:00 PM onwards at the Chamber of Pradhan at Kashyong Gram Panchayat
09.	Opening Date of Financial Bid (Online)	To be notified later in the portal
10.	Date & Time for Financial Evaluation (Online)	To be notified later in the portal

14. 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.
15. A tenderer may visit the site of works and its surroundings at his/her own cost in order to prepare bid for its submission.
16. No cost of bidding/ Tender participation Fees shall be reimbursable by the Office of the Pradhan, Kashyong Gram Panchayat. 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.
17. Refund of EMD: The Earnest Money of all the unsuccessful Tenderers will be refunded without interest on application by the unsuccessful bidders after one week from the date of issue of work Order.
18. The Earnest Money deposited by a successful Tenderer will be converted into Security deposit. No interest on Security Deposit will be paid by the Tender accepting Authority and will be refunded only after satisfactorily completing the contract on receipt of an application by the Pradhan Kashyong Gram Panchayat.
19. The willing tenderers may remain present at the time of Opening of Bids.
20. The Pradhan, Kashyong Gram Panchayat, reserves the right to cancel the e-NIT due to un-avoidable circumstances and no claim in this respect will be entertained.
21. A tenderer's bid will be out rightly rejected with black listing his/her name restricting him/her from participating in future, if it comes to the notice of the Tender Inviting Authority on scrutiny that the credential or any other papers of a tenderer are manufactured/ fabricated, etc.
22. The Tender Inviting Authority may verify the original credential & 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 is found on verification that such documents submitted by him/her/firm is either manufactured or fabricated, etc.
23. 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.
24. i). The intending tenderer should furnish declaration of either having his/her own godown or a rented godown near the site of the work.  
ii). The intending tenderers need to furnish his/her/ companies/proprietors' bank statement of the last financial year, ending 31.03.2024.
25. Financial bids of those tenderers who qualify in technical bids will only be opened. Dates changed due to unavoidable circumstances, will be published in the office notice board only without any individual intimation.
26. Earnest Money for participating in the e-tender shall have to be deposited by the intending tenderers by way of RTGS/ NEFT through **ICICI Bank Payment Gateway**.
27. Earnest Money and Tender Participation Fee for participating in the e-tender shall have to be deposited by the intending tenderers by way of RTGS/ NEFT or through any mode to this office's **OSR Account No. 120001982260, at DDCCB Pedong Branch with IFSS Code WBSC0DJCB02** in favour of the Kashyong Gram Panchayat.

28. Scanned copies of the RTGS/NEFT challan of both the EMD & Tender Participation Fess shall have to be uploaded with the technical bid documents.
29. Evaluation of Technical & Financial Bid will be held at the Chamber of the Pradhan, Kashyong Gram Panchayat, as mentioned in table above.

### **INSTRUCTIONS 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 <http://etender.web.nic.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 Informatics 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 Certificates (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)

- i). Scanned copy of Trade License (Current Financial year's).
- ii). Scanned copy of the acknowledgement receipt/ challan of the earnest money (E.M.D.) transferred through RTGS/ NEFT and as prescribed in the N.I.T. against the work in favour of the kashyong Gram Panchayat.
- iii). Scanned copy of proper Credential Certificate in the form of Payment Certificate of at least one work of similar nature having a magnitude of minimum 40% (forty) percent of the value of the amount put to tender, under different departments of the State Government or its undertaking or the Central Government or its undertaking or any Statutory Body during the last 05 (Five) years from the date of issue of this Notice.
- iv). Scanned copies of latest Professional Tax (P Tax) Deposit Receipt/ Challan, the I.T., PAN Card, the GST Registration Certificate/ Trade Registration.
- 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 the ownership of godown/leased godown in the form of declaration by the tenderer.
- xi). Scanned copies of bank statement of intending tenderer, of the last financial year, closing on 31.03.2025.

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.

8. **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. If the rates quoted by the bidders are found to be unreasonable then the Employer (Tender Accepting Authority) reserves the right to take some punitive measures for the same as per the finance rules.

9. **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 summarily be rejected.

  
Pradhan  
Kashyong Gram Panchayat  
Pedong Development Block

Copy forwarded to:

1. The District Magistrate, Kalimpong (General Section), for kind perusal.
2. The Additional District Magistrate (Dev.), Kalimpong for kind perusal.
3. The District Planning Officer, Kalimpong for kind perusal.
4. The District Panchayat and Rural Development Officer
5. The DIO-NIC, Kalimpong with a request to upload the NIT in Kalimpong District web portal.
6. The Block Development Officer, Pedong Development Block for information.
7. The TA Pedong Development Block, Pedong, is instructed to be present during the opening of the bids.
- 8-12. The Pradhan, \_\_\_\_\_ (all) Gram Panchayat for information and also with a request to display in the office Notice Board.
13. The TA, Pedong Development Block, Pedong, with a request to supervise the entire online processes of e Tendering.
14. The TA, Pedong, Development Block, Pedong with a request to take all steps for uploading this Notice in the websites and to take steps in consultation with the undersigned for downloading during opening of Tender. {(Downloading for evaluation of e-NIT, B.o.Q. (signed copy)} & submission of hard copies to the undersigned for finalization of tender. Utmost care should be taken as per norms & any query regarding website vision or any other matter related to web publication be instantly attended to.
15. Office Notice Board copy for display.
16. Case-File copy.

  
Pradhan  
Kashyong Gram Panchayat  
Pedong Development Block  
Kashyong Gram Panchayat

### 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 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 concerned Technical Person of this office, Kashyong Gram Panchayat before execution of work.

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

The word "Pradhan" means the Head of the Panchayat. The word "Department" appearing anywhere in the tender document means Office of the Pradhan, Kashyong Gram Panchayat.

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

The extended time for completion of work allowed by the Pradhan, Kashyong Gram Panchayat, for cogent reasons 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 contractors 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 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 Pradhan, will have to be repaired promptly by the contractor at his own cost and expenses subject to the direction and satisfaction of the Pradhan.

C-5 **Transportation Arrangement:**

The contractor shall arrange for all means of transports including railway wagons required for carriage and supply of materials. The Department may grant necessary certificates, if required, for booking of railway wagons etc. So as to avoid to hamper of work and no claim whatever on this ground will be entertained under any 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 **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, overhead charges etc. Inclusive of GST (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax etc. Shall be deemed to have been covered by the rates quoted by a 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 assigned Technical Person 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-7 **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 purposes only.

- a) General day to day management of work.
- b) To Supervise the work. To deposit bills and receive indents to and from the Office of the BDO.
- c) 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 Pradhan concerned and the contractor shall in writing seeks such approval of the BDO giving therein 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 authorized for. Even after first approval, the BDO may issue at any subsequent date, revise directions about such authorized representative and the contractor shall be bound to abide by such direction. The BDO 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-8 **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 SAE-in-charge will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

C-9 **Supplementary/Additional Items 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 BDO and the rates will be fixed in the manner as stated below :-

- a) Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- b) Rate of supplementary items shall be analyzed 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 N.I.T.



- c) In case, addition items do not appear in the above Department Schedule of rates, such items for the works shall be paid at the rates entered in the Department Schedule of Rates for the working area enforce at the time of N.I.T.
- d) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of 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(a), (b), (c), & (d) 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-10 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 SAE-in-charge and checking the quality of such materials shall have to be done by the concerned Department or as directed by SAE-in-charge prior to utilisation in the work.

**C-11 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 utilisation 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-12 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 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 obligations. Suitable road sign as and where necessary should be provided by the contractor at his own cost as per direction of the BDO 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-13 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-14 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-15 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 other departments or local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every kind 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 of 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-16 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-17 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-18 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, BDO or official of 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 & Abolition) Act, 1970. The Contractor shall be bound to furnish the BDO, all the returns, particulars or dates are called for from time to time in connection with implementation of the provisions of the above



Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-in-charge may at his discretion take necessary measures over the contract.

C-19

**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 concerned Technical Person 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-20

**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-21

**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 Technical Person and necessary precautionary measures as would be directed by the concerned Technical Person 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 Technical Person concerned will be recovered from the contractor.

C-22

**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 Technical Person 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 Technical Person 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 Technical Person without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of concerned Technical Person. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

C-23

**Timely completion of work:**

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

C-24

**Procurement of materials:**

All materials required to be supplied shall have to be supplied by the contractor after procurement from authorized and approved source.

C-25

**Rejection of materials:**

All materials brought to the site must be approved by the concerned Technical Person. 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 concerned Technical Person 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-26

**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-27

**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 concerned Technical Person at the costs and expenses of the contractor.

C-28

**Issue of Departmental Materials:**

Departmental materials will not be issued under any circumstances.

C-29

**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 supplied materials and reimbursement of expenses actually incurred but not for any losses.

C-30

**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 rates of the items once approved will not be changed during the period of contract, until the

office feels that there is drastic change in the prevailing market rates, and that too if there is any scope of editing the already fridge estimates of the schemes online.

C-31 **Delay due to slow progress of work:**

The contractor shall not be entitled for any compensation for any loss due to slow progress of work.

C-32 **Additional Conditions:**

A few additional conditions under special terms and conditions:

C-33-1 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 Technical Person.

C-33-2 Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, Royalties, Octroi and all other duties, if any.

C-33-3 The contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-charge.

C-33-5 Labour welfare Cess (where applicable) will be deducted @ 1(one) % of gross bill value as per rule.

C-33-6 The whole work will have to be executed as per Departmental directions available in this connection at the tender rate.

C-33-7 Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

C-34 **Refund of Security Deposit:**

In respect of successful tenderers, the earnest money on acceptance of the tenders shall be converted as a security deposit and the same will be released after completion of the contract. Earnest money deposited by unsuccessful tenderers will be refunded on application to the BDO.

C-35 **Defect Liability Period:**

Defect Liability Period for all the work is one year and will be calculated from the date of completion of the work.

C-36 **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.

C-37 **Modalities of Payment:**

After observing all the official procedures, Payment will be made through NEFT/RTGS, as and when the fund is made available by the Government. Any prayer for early payment will not be entertained.



Pradhan

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Pedong Development Block  
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