



**GOVERNMENT OF WEST BENGAL  
OFFICE OF THE COMMISSIONER OF POLICE,  
Mallaguri Police Line, SILIGURI**

MEMO NO. 1424/SPC-E

Date : 08/08/23

**NOTICE INVITING e-TENDER**

Notice Inviting Tender Reference No. 07/SPC/2023-24

Date 07/08/2023

On behalf of the Commissioner of Police Siliguri Police Commissionerate, the following tenders are invited by the undersigned for the work mentioned in the table below (Annexure) through electronic tendering (e-tendering). The intending tenderers may visit the Website, namely – <https://wbtenders.gov.in> for the tender notice & other details and submission of bid will be through the site <https://wbtenders.gov.in> only.

**Annexure**

Sl. No.	Name of the work	Amount put to tender (In Rs.)	Earnest Money (In Rs.)	Period of Completion
1	2	3	4	5
1	Petty Repair and Renovation of Cottage No.20(Outside and Inside of the Building) at Pintail Village under D.C.P. (H.Q.), Siliguri Police Commissionerate, during the year 2023-24.	4,80,851.97	9,617.00	30days
2	Petty Repair and Renovation of Cottage No.32(Outside and Inside of the Building) at Pintail Village under D.C.P. (H.Q.), Siliguri Police Commissionerate, during the year 2023-24.	4,99,894.55	9,998.00	30days
3	Renovation of Roof Shed of Cottage-20, at Pintail Village under D.C.P. (H.Q.), Siliguri Police Commissionerate, during the year 2023-24.	3,14,406.37	6,288.00	30days

**Eligibility of Participants(Credential)**

1. Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 (Five) years prior to the date of Issue of the tender notice under any Unit of West Bengal Police/Government Office/parastatal etc; or,
2. Intending tenderers should produce credentials of 2(two) similar nature of completed

work, each of the minimum value of 30% of the estimated amount put to tender during 5 (Five) years prior to the date of Issue of the tender notice under any Unit of West Bengal Police/Government Office/parastatal etc; or,

3. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at

i) above;

in case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e the tenderer.

### BID SUBMISSION

1. Date & time Schedule:

Sl. No.	Particulars	Date	Time(Hours)
1	Online publication of tender	11.08.2023	14.00
2	Start date of downloading of documents (online)	11.08.2023	14.00
3	Start date of submission of bid (online)	11.08.2023	14.00
4	Last date of downloading of documents (online)	19.08.2023	18.00
5	Last date of submission of bid (online)	19.08.2023	18.00
6	Opening date of Technical Bid	21.08.2023	13.00
7	Date of Scrutiny of Technical Bid( Off line)	22.08.2023	11.00
8	Opening date of Financial Bid (Online)	To be communicated in due time	

2. THE FOLLOWING DOCUMENTS SHALL HAVE TO BE UPLOADED:

(A) For Technical Bid:

Folder 1	Notice Inviting Tender (NIT)	
Folder 2	Checklist	<ul style="list-style-type: none"> <li>a. P.Tax receipt challan for the year 2023-2024</li> <li>b. I.Tax Return acknowledgement receipt (AY-2021-22/2022-23)</li> <li>c. PAN Card</li> <li>d. Bank Challan receipt (RTGS) of EMD</li> <li>e. Voter ID Card (optional)</li> <li>f. Valid Trade License upto March 2024</li> <li>g. Valid 15-Digit Goods and Services Taxpayer Identification Number (GSTIN)</li> <li>h. Employees Provident Fund Certificate &amp; Current Challan.</li> <li>i. Profit and Loss Account and Balance Sheet for last 03(three) financial years.</li> <li>j. Annual Turn Over of Rs. 30.00 Lakh of any Financial Year within last 5(five) Financial Years</li> <li>k. All the relevant documents in support of proof of having construction machineries, Tools &amp; Plants, laboratory equipment etc. in possession of the Tenderer in confirmation with PWD/CPWD rules/Standard Bidding Documents(applicable for Sl.no-1 to 3)</li> </ul>

			l. Registration certificate & current Bye-Laws duly approved by the concerned Authority in case of Un-employed Engineers & Labour Co-operative societies Ltd. m. Registered Partnership deed in case of partnership firm n. Joint venture will not be allowed to participate in the above NIT o. A Company shall furnish the Article of Association and Memorandum
Folder 3	Credential Certificate	Earnest Money Deposit (EMD) Documents	Self Declaration, (details as stated below)
	<b>Bank Solvency Certificate of 50% of Value of Amount Put to Tender certified by the Bank Manager of any Schedule Bank obtained after publication of the this e –Tender.</b>		
Checklist :	Checklist should be uploaded stating details of documents contains in different folders. It should be clearly noted that no document shall be scrutinized other than mentioned in the checklist and there will be no responsibility of the undersigned for non-scrutinizing any documents uploaded other than mentioned in the checklist.		
Self Declaration.	A self declaration on a Non Judicial Stamp paper of Rs. 10/- 1) Stating capability of providing all necessary construction machineries. Concrete Vibrator etc. & necessary Laboratory equipments such as different size of Sieves, Modified Proctor Device, and Cubes etc. as will require from time to time for execution of works maintaining specification. 2) Stating never been Black Listed and Debarred from any Department. 1. Name of Bidder : _____ 2. Office Address : _____ 3. Contact No. : (Mobile) _____ 4. e-mail Address (if any) : _____ 5. NIT. No. _____ 6. SI No. of Work _____		

**Credential :** Proper Completion Certificate from any Unit of West Bengal Police Directorate/ Govt. or Quasi Govt. Department/Parastal Signed by the competent authority. Payment certificate in lieu of credentials will not be accepted. (Credential Certificate should contain) Name of Work, ii) Date of Commencement, iii) Date of Completion, iv) Reference NIT and Work Order, v) Name of Issuing Organization, vi) Gross Bill Amount Paid till date).

**(B) For Financial Bid : FINANCIAL BID DOCUMENT : BOQ**

- Intending bidders may download tender documents from e-procurement portal of our website: [www.wbtenders.gov.in](http://www.wbtenders.gov.in) from **11.08.2023, 14:00 Hours to 19.08.2023 upto 18:00 Hours**. The pre-qualification bid documents duly filled in all respect may be submitted online before **18.00 hrs (as per server clock) on 19.08.2023**.
- Both Technical Bid & Financial Bid are to be submitted concurrently duly signed digitally in the above mentioned portal. The financial offer of the prospective tenderer will be considered only if the tender qualifies in the technical bid.
- The pre-qualification (Technical Bids) documents alone will be opened on **21.08.2023 at 14.00** hours by the Tender Inviting Authority. Participated bidders may present at the scheduled time of tender opening.
- Technical Bid Summary of qualified bidders will be displayed in the portal and this office notice board.

- The Financial bid document of the technically qualified bidders will be opened for evaluation and selection and the bid documents of non-qualified bidders will remain unopened.

### **METHODOLOGY FOR SUBMISSION OF EMD**

Earnest Money as mentioned in above table (2% of amount put to tender) should be deposited online with the payment gateway of ICICI bank. A Bidder desirous of taking part in the tender shall login to the e-procurement portal of Govt. of West Bengal i.e. <http://wbtenders.gov.in> using his/her login ID and Password. Intending Bidder will select the tender to bid and initiate payment of pre-defined EMD as stated for that tender by selecting from either of the following payments mode:

- Net Banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
  - RTGS/NEFT in case of offline payment through bank account in any Bank.
- This is as per F.D.Order No. 3975-F(Y), dated: 28.07.2016, read with No. 5688-F(Y), dated: 03.11.2016 of Finance Department, Govt. of West Bengal.

### **ADDITIONAL PERFORMANCE SECURITY**

In terms of Finance Department Memorandum No.4608-F(Y) Dated 18.07.2018, Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate Put To Tender within 07 working days from the date of Issuance of Letter of Acceptance. The Additional Performance Security shall be submitted by the successful bidder in the form of Bank Gurantee from any scheduled Bank before issuance of Work Order.If the Bidder fails to submit the Additional Performance Security within 7 working days from the date of Issuance of Letter of Acceptance , his/her earnest money will be forfeited and other necessary action as per the NIT like black listing of the contractor etc. shall be taken. The Bank Gurantee shall have to be valid up to the end of the contract period(may be renewed if required). If the bidder fails to complete the work successfully , the Additional Performance Security shall be forfeited anytime during pendency of the contract period after serving proper notice to the contractor. Necessary provision regarding deduction of security deposit from the bill of the contractor as per relevant clauses of the contract shall in no way be altered / affected by the provision of Additional Performance Security.

### **IMPORTANT GUIDELINES**

- For e-tendering, intending tenderers may download the Standard Bidding Documents/Tender Documents from the website:<https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- Prior to bid submission, bidders must carefully read all the clauses laid in the Standard Bidding Documents which are binding and final. Some silent points are incorporated in NIT.
- Both Technical Bid & Financial Bid should be submitted in Technical & Financial Folder concurrently duly digitally signed by the Tenderer only through <https://wbtenders.gov.in>.
- Original copy of all documents have to be submitted on demand by bidder at the time of Scrutiny of Technical Bid otherwise tender will summarily be rejected.
- Any Typographical mistake if found in BOQ, s will be corrected and adjusted as per the vetted estimate during execution of work. The same is applicable in Standard Bidding Documents/Notice also which may be corrected within the validity of the tender period.
- Financial bids of those tenderer who qualify in technical bid will only be opened. **Dates, if changed, due to unavoidable circumstances, will be published in the said websites and the office notice board only without any individual intimation.**
- A tenderer may visit the site of works and its surroundings of his own cost in order to prepare bid for its submission.

- The willing tenderers may only remain present at the time of evaluation of Technical & Financial Bid in presence of Tender Selection committee.
- **The Siliguri Police Commissionerate reserves the right to cancel the N.I.T due to unavoidable circumstances and no claim in this respect will be entertained.**
- 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 during scrutiny that the credential or any other papers of a tenderer are manufactured/fabricated, etc.
- 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 document submitted by him is either manufactured or fabricated, etc.
- There shall be no provision of Arbitration.
- **The agency must have to carry out all necessary tests as desired by the Siliguri Police Commissionerate Authority at their own cost. For testing agency must have to provide at least one Diploma Engineer & all the equipments for the tests at their own cost.**
- 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 of payment. No escalation charge will be entertained against any accepted work under this Nle-T.
- Deduction of Income tax, GST, Construction Workers' Welfare Cess, P.Taxetc. will be made at Source in accordance with the existing rules/orders.
- Neither any Mobilization Advance nor any Secured Advance will be allowed.
- Bids shall remain valid for a period of 180 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 without assigning any reason thereof. No interest on the deposited Earnest Money shall be allowed if the said bid is cancelled.
- Machinery: - The agency will have own / lease machinery (with valid proof) like 1.Mixture Machine (with Pulley) 2.Shuttering, 3.Hopper, 4.Niddle 5.Vibrator & Plate Vibrator. 6.Hand Mix Concrete is strictly prohibited.
- **Each Bidder shall submit only one bid for one work. A Bidder who submits more than one Bid for one work will cause the proposals with the Bidder's participation to be disqualified.**
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- **Agreement:** The Successful Tenderer, herein after called the Contractor, will have to execute agreement within 7 (seven) days on a Non Judicial Stamp as per rules, and shall have to obtain two set of Tender Document from this office. The same documents are to be submitted to this office duly signed by the tenderer. This will be treated as part of the Agreement.
- The contractor should have sufficient manpower, tools and plants to complete the work.
- **Punishment:**
- a) Submission of false document by bidder is strictly prohibited & if found bid will be considered as nonresponsive 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.
- b) In the event of failure to execute formal tender agreement within the allotted time or failure to execute proportionate work within proportionate time, the agency will be liable of punishment as per rules.
  - **Acceptance:**  
The Siliguri Police Commissioner authority reserve the right to accept/reject the lowest rate following due procedure as per extant Government Guidelines and reserves the right to accept any offer and to reject any/all the offers without assigning any reason.
- **Labour Welfare Cess:** At the time of payment of the bill to the working contractor @ 1.00% (at the rate of One percent) Labour Welfare Cess should be deducted from the bill.
- **G.S.T. is applicable as per norms.**
- **Necessary Deduction:** As per Govt. norms, Security Deposit @ 8% of the value of work will be deducted from each progressive Bill & the Earnest Money (@2%) will form part of the Security Deposit.

- No material will be issued to the agency for the works.
- Rate should be quoted on percentage basis & the name of the bidder should be clearly written in the BOQ.
- **The Security Deposit money of successful bidders will be released after expiry of defect liability period as applicable as per extant norms and certificate of satisfactory completion of work by the Supervising authority following due procedure as will be assigned by the Siliguri Police Commissionerate Authority.** Contractor has to do the maintenance work at his own cost.
- The intending Bidders must inspect the proposed work and other site condition before quoting their rates.
- All the related documents are to be produced IN ORIGINAL to this office as and when will be asked.
- All hard copies of the uploaded documents should have to be submitted by the successful bidder before issuing of Acceptance Letter.
- Payment will depend on availability of fund and no claim whatsoever will be entitled for delay of payment, if any. Intending tenderes may consider these criteria while applying for permission and while quoting their rates.
- Tenders for any supplementary item of work not provided in the estimate but finding a place in the Schedule of Rates will be subjected to be same percentage reduction/increment in rates i.e. applicable in the original tender.
- In case of any day, meant for this tender (Only Bid Opening), appears to be an unscheduled holiday, the next working day will be treated as scheduled / prescribed day for the same purpose.
- Bid Validity 180 days after submission of bid.
- No preconditioned tender will be accepted.
- All the rates of works are inclusive of all taxes, cess, levy, royalties, transportation, loading, unloading, stacking, etc including all other incidental charges therein.
- Successful tenderes will be required to produce valid Registration Certificate & Labour Licence from respective Regional Labour Offices as per current Labour Regulation Act.
- Escalation claimed by the Agency will not be entertained by Authority.
- The authority reserves the right to accept or reject any or all the tenders without assigning any reason. And the right to add alters or deletes any of the conditions & terms, laid above, is also reserved.
- In case of inadvertent typographical mistake found hire in the specific price schedule of rates, the same will be treated to be so corrected as to conform to the prevailing relevant schedule of rates and/or technically sanctioned estimate.
- Tender Inviting Authority does not take any responsibility for the delay caused due to non-availability of internet connection traffic jam etc. for the online bids.
- If any tenderer withdraws his offer before acceptance or refuse without a reasonable time without giving any satisfactory explanation for such withdrawals, his earnest money shall liable for forfeiture and shall be disqualified from submission tender in this office in future.
- Description of Item : As per P.W.D (Bldg)-effect from 01.11.2017 (Rate as per 2<sup>nd</sup>, 3<sup>rd</sup>, 9<sup>th</sup> and 10<sup>th</sup> Corrigenda.)
- Extant Provisions of West Bengal Financial Rules shall be applicable in all respect.
- No Interest shall be claimed on Security and Earnest Money Deposits.
- TDS on Income Tax and on GST shall be deducted while making payments on the bill.
- **DEFECT LIABILITY PERIOD:-**
- The Agency will be liable to maintain the work at the service level to the entire satisfaction of the Engineer-in-charge at his own cost for a period for the prescribed period as per extant norms of thr Government from the

date of successful completion of the work. If any defect/damage is found during the period as mentioned above, Contractor shall make the same in good condition at his own cost as per specification. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contract or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof.

➤ **Rejection of BID**

- The Tender Accepting Authority reserves the right to accept or reject any Bid and to cancel the processes and reject all Bids at any time prior to the award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (Tender Accepting Authority) action.
- Any intending bidder who have failed to execute any contract under this organization & was terminated by any Sub-clause of tender form or terminated under any clause of Standard Bidding Document by the Engineer-in-Charge /Employer during last 3 (three) years, action will be taken against him by the Siliguri Police Commissionerate authority as deem fit.
- **Tender Selection Committee.**
- i) The Committee will act for recommendation of technically and subsequently financially qualified bidders.  
ii) Intending Tenderers may remain present during evaluation of Technical & Financial Bids. Technical Bids will be opened first and the defective tender will summarily be rejected.
- The Successful Tenderer will have to submit duly filled up Tender Form /SBD (**Downloading from Notice/website**) along with BOQ within 7(Seven) days from the date of receipt of LOA with depositing Processing Fee as prescribed in LOA. Failure to do so will be liable to Termination /Rejection of Tender with forfeiture of EMD without any reference to the contractor.
- Scrutiny of Technical Bids(Off line) & Scrutiny of Financial Bids (Offline) will be held at the Police Office Siliguri Police Commissionerate , Mallaguri Police Line, Siliguri-734003.

Dy. Commissioner of Police(H.Q.)  
Siliguri Police Commissioner

Memo No. 1424/SPC-E

Date: 08/08/23

Copy forwarded for information and taking necessary action for display in respective notice board to:-

1. Inspector General of Police (O). West Bengal
2. Commissioner of Police, Siliguri Police Commissionerate
3. Executive Officer, Siliguri Municipal Corporation
4. District Magistrate , Darjeeling
5. Sub Divisional Officer, Siliguri Sub Division.
6. Treasury Officer, Siliguri Treasury I&II.
7. OC, CCRB -----with instruction to upload the notice in the website of Siliguri Metropolitan Police.
8. Office Notice Board.
9. Tender File

Dy. Commissioner of Police(H.Q.)  
Siliguri Police Commissionerate

## Special terms and conditions

### **C.1. Approval of Sample:**

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

### **C.2. 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. 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.3 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.4 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.5 Programme of work:**

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-in-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-in-Charge and is modified by him. 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.6 Testing of qualities of materials & workmanship:**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and as per relevant IS & IRC codes and the Engineer-in-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. **Relevant test like cube test, Slump test etc. to be conducted by the concerned agency at their own cost & lab testing report from any govt. recognized institution to be submitted prior to release of final bill.**

### **C.7 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.8 Rejection of materials:**

All materials brought to the site must be approved by the Engineer-in-Charge or his authorized representative not below the rank of Assistant Engineer. Rejected materials must be removed by the Contractor from the site replacing by the approved materials as per specification within 24 hours. In case of non-compliance of such order, the Engineer-in-Charge shall have the authority to cause such removal at the cost and expense of the contractor and necessary deduction will be made from his bill. The contractor shall not be entitled to claim for any loss or damage of that account.

### **C.9 Specification of work & Methodology:**

Specification and methodology of works shall be as given in the Specification of relevant IS Code.

### **C.10. Qualification of technical personnel details proposed for the contract:-**

a. At least one Site Engineer (Diploma/Degree in civil engineering )

b. At least one Supervisor (Diploma in civil engineering

As per Standard Bidding Documents

### **C.11. Bid Capacity:**

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity= (A\*N\*M-B)

Where

A= Maximum value of civil engineering works executed in any one year during the last Five years (updated to the price level of the last year at the rate of 8 percent simple interest a year) taking into account the completed as well as works in progress. N= Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half- year and more than 6 months as one year) M=3 (Three)

B=Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge, not below the rank of Executive Engineer or equivalent.



## General terms and conditions

### **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 Engineer-in-Charge before execution of work.

### **2. Definition of Engineer-in-Charge and Department:**

The word "Engineer-in-Charge" means the Executive Engineer/ District Engineer, CLU, Barrackpore. The word "Department" appearing anywhere in the tender documents mean Siliguri Police Commissionerate.

### **3. Authorized Representative of Contractor:**

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint an authorized representative in respect of one or more of the following purposes only: a) General day to day management of work. b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof. 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 authorized representative shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-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 Engineer-in-Charge may issue at any subsequent date, revise directions about such authorized representative and the contractor shall be bound to abide by such directions. The Engineer-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.

5. The credential should be in the same name & style of the intending tenderer only, and not in the name and/or style of any of the Partner(s).

6. The prospective bidders shall provide information and documents of evidence of ownership of major items of construction equipments or evidence of arrangement of possessing them on hire/lease/buying as defined there in.

7. The successful bidder shall establish field testing laboratory equipped with requisite instruments in conformity with relevant code of practice and technical staff according to the requirement of works.

8. The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one Civil Engineering Degree holder and two Civil Engineering Diploma holder (Authentic documents in respect of their names and qualification shall have to be submitted).

### **9. Insurance:**

9.1 The Contractor at his cost shall provide "CONTRACTORS ALL RISKS INSURANCE" cover, in the joint names of the Employer and the Contractor, from the Start Date to the date of completion, on the amounts of full contract price in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Plant and Machineries including laboratory equipments;
- b) Loss of or damage to works executed and materials procured for the work;
- c) Loss of or damage to contractors own property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.
- e) Third party liability.

9.2 Scope of the insurance shall be covered by fire, lightning, natural calamities, explosion, impact, flood, inundation, storm, earthquake, subsidence, landslide, theft, burglary, R & S and terrorist damage.

9.3 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

9.4 (a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks: Personal injury or death.

9.4 (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval. All such insurance shall provide for compensation to be payable in Indian Rupees.

9.5 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

9.6 Both parties shall comply with any conditions of the insurance policies.

10. All the related documents are to be produced IN ORIGINAL to this office as and when asked for.

### **11. Evaluation and Comparison of Bids:**

If the Bid of the successful Bidders is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer which shall be final, binding and conclusive on the bidder.

12. **In terms of Finance Department Memorandum No.4608-F(Y) Dated 18.07.2018, Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate Put To Tender within 07 working days from the date of Issuance of Letter of Acceptance. The Additional Performance Security shall be submitted by the successful bidder in the form of Bank Gurantee from any scheduled Bank before issuance of Work Order. If the Bidder fails to submit the Additional Performance Security within 7 working days from the date of Issuance of Letter of Acceptance, his/her earnest money will be forfeited and other necessary action as per the NIT like black listing of the contractor etc. shall be taken. The Bank Gurantee shall have to be valid up to the end of the contract period(may be renewed if required). If the bidder fails to complete the work successfully, the Additional**

**Performance Security shall be forfeited anytime during pendency of the contract period after serving proper notice to the contractor. Necessary provision regarding deduction of security deposit from the bill of the contractor as per relevant clauses of the contract shall in no way be altered / affected by the provision of Additional Performance Security.**

### **13. Dispute Redressal System:**

13.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, so earmarked or Chief Engineer, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

13.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee if the amount appealed against exceeds rupees one lacs.

13.3 The composition of the Empowered Standing Committee will be: I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Joint Secretary to the State Government;

II. One official member not below the rank of Chief Engineer; and

III. One non-official member who will be technical expert of Chief Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.

13.4 The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the contractor can approach the appropriate court for the resolution of the dispute.

### **14. 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 Engineer-in-Charge 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 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. 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.

### **15. 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 measure up and has been inspected by the Engineer-in-Charge or the Sub-Divisional Officer/Assistant Engineer, as the authorized representatives of the Engineer-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 Sub-Assistant Engineer, if so authorized by Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.

### **16. Serviceable Materials:**

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to the Engineer-in-charge of work of this 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 Engineer in-charge.

### **17. 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 Engineer-in-Charge. No extra payment will be made on this account.

### **18. 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.

### **19. 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.

### **20. 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.

### **21. 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.

**22 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.

**23. 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, Engineer-in-Charge or of the concerned division may at his discretion, 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 Engineer-in-Charge all the returns, particulars or data 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 Engineer-in-Charge may at his discretion take necessary measures over the contract.

**24 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 Engineer-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.

**25 Setting out of the work:**

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work. If any rectification or adjustment becomes necessary, the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work, contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor from their responsibility for correctness and rectification thereof during the rest execution period.

**26 Precautions during works:**

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor from his bill.

**27 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.

**28. 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, shattering, watering, curing etc. and the rates of respective Items or works are to be deemed as inclusive of the same.

**29. Issue of Departmental Materials:**

Departmental materials will not be issued under any circumstances.

**30. Force Closure:**

In case of force closure or abandonment of the works for any unforeseen reason declared only by the Department, the contractor will be eligible to receive payment for the finished work only but not for any losses.

**31. Tender Rate:**

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of item of works as specified in BOQ which is based on the drawing and design prepared by the Department. If variations become necessary due to design consideration 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.**

**32. 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.

**33. Additional Conditions: A few additional conditions are as follows:**

34. Rate quoted shall be inclusive of GST, Income Tax and all other duties, if any.

35. "Affidavit /Undertaking on a stamp paper of Rs.10.00 with Notary stating statement as follows. I have not having Black Listed by any Govt. /Semi Govt. Organization/Corporation at any stage. all the documents uploaded in support of Original credential is true and flawless and best to my knowledge and if any kind of deviation/manipulation in this record is identified, I have no objection to treat me as unsuccessful bidder and rejected thereafter. I have also No Objection to be Black Listed and to make legal proceedings against me as per law"

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

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

38. GST will be deducted as per rate in force from the bill in addition to other deduction as per extant rules.

39. Security Deposit Money @ 10% will be deducted from the bills.

40 In case of successful bidder, after receiving work order / supply order they will commence the job of fabrication

Of Iron Angle, laminated board etc. in their work shop and shall make access the visit of Engineers in regular interval to check & monitor the quality of work, if disputed the job will be summarily rejected or to be rectified and to be make afresh as per decision of EIC.

41. No payment will be made in case of work which is not up-to the mark as per drawing and specification.

**42. Tender Selection Committee.**


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

43. The Successful Tenderer will have to submit duly filled up Tender Form /SBD (Downloading from Notice/website) which will be issued from this office along with BOQ within 7(Seven) days from the date of receipt of LOA. Failure to do so will be liable to Termination /Rejection of Tender with forfeiture of EMD without any reference to the contractor.

44. Scrutiny of Technical Bids(Off line) & Scrutiny of Financial Bids (Offline) will be held at OFFICE OF THE COMMISSIONER OF Police, Police office, Mallaguri Police Line, Siliguri-734003

**45. Penalty for delay execution of work**

In case of delay from the stipulated time of completion as mentioned in notice without any valid reason, the agency is liable to be terminated with prior notice to him or a certain amount of payment to be deducted from the progressive or final bill or any other action like blacklisting, forfeiture of EMD which will be decided as deem fit. Here the decision of the Commissioner of Police, Siliguri Police Commissionerate is final and binding.

  
Dy. Commissioner of Police (H.Q.)  
Siliguri Police Commissionerate