



Siliguri Jalpaiguri Development Authority

A Statutory Authority Under Department of UDMA

An IS/ISO 9001:2008 Certified Organisation

Himanchal Vihar, Near Passport Seva Laghu Kendra, Matigara-734010

Phone: Siliguri – 0353-2512922/2515647 Jalpaiguri – 03561-230874 E-mail: sjdawb@gmail.com

Memo No.: 577/iv/iv/Engg/ 07/25/SJDA

Dated: 19.09.2025

(QSF: ENGG 03 / 01)

e-NIT No. 036 /Engg/2025-26 of SJDA (2ND CALL)

The Chief Executive Officer, Siliguri Jalpaiguri Development Authority (SJDA) invites e-Tender in two bid system on percentage rate from reliable resourceful, bonafide and experienced firms / companies / individual contractors who have executed similar nature works in any Government / Semi Government / Govt. Undertakings / Autonomous / Statutory bodies / Local bodies constituted under the Central / State Statute, qualifying the stipulated requirements as per details mentioned for the under mentioned work(s) :-

Sl. No	Particulars of the e-NIT	
1.	Name of the work : Balance work with thorough repair and stabilization of the base layers of the Road beside NB St. Xavier's College running through Balaigach Village (South) connection the NH near Hati More in Rajganj Block, Dist. Jalpaiguri	
2.	Estimated amount put to tender	Rs. 34,48,247.00
3.	Earnest money	Rs. 68,965.00
4.	Price of Technical & Financial Bid Documents and other Annexure <i>Applicable to the successful bidder i.e L1 bidder during formal agreement after issuance of Letter of Acceptance cum Work Order. Tender cost is not required during participation of the NleT. (Ref : 199- CRC/2M-10/ 2012, Dated 21/12/2012 of P.W.D., Govt. of WB)</i>	Rs. 2500.00 (Per set)
5.	Period of Completion	60 Days
6.	Defect Liability Period <i>(as per notification no. 5784-PW/ L&A/2M-175/2017, Dt . 12/09/2017)</i>	5 Years
7.	Tender Document download Start Date and Time. (online)	24.09.2025 from 16:00 Hours onwards.
8.	Bid Proposal Submission Start Date and Time, Technical (Part-I) and Financial (Part-II) (online)	24.09.2025 from 16:00 Hours onwards.
9.	Closing Date and Time of Bid submission, Technical (Part-I) and Financial (Part-II) (online).	10.10.2025 Upto 16:00 Hours
10.	Location, Date and Time of opening of Technical Proposals (Part-I) (online).	13.10.2025 at 11:00 AM at SJDA Office, Himanchal Vihar, near Passport Seva Kendra, Matigara-734 010
11.	Date of uploading list for Technically Qualified Bidder (Online)	To be intimated later through online
12.	Time and Date of opening of Financial bid (Part-II)	To be intimated later through online

In the event of any of the above-mentioned dates being declared as a holiday, the bid(s) shall be opened on the next working day at the appointed time.

The intending bidder(s) must read the terms and conditions carefully before submitting his/their bid and should assure himself/ themselves about possession of all necessary documents.

Financial bid (Part-II) shall be opened/ declared only after Technical bid (Part-I) evaluation.

In the event of e-Filing intending bidder may download the tender documents from the website <https://wbenders.gov.in> directly by the help of his/ her Digital Signature Certificate (DSC).

1. COST OF TENDER DOCUMENTS :

Intending Tenderer will not have to pay the cost of tender documents for the purpose of participating in e-tendering, but the successful L1(Lowest) Bidder will have to pay the cost of tender documents of 2 (Two) sets @ price mentioned in the Particulars of the e-NIT during purchase of tender documents for execution of Formal Agreement as per notification no. 199-CRC/2M-10/2012, Dated. 21/12/2012 of the PWD, CRC Branch, Government of West Bengal in the wake of issuance of the Finance Department memorandum No. 9701-F(Y), Dated.30.11.2012.

The cost of tender should be deposited separately by the successful L1(Lowest) Bidder through NEFT/ RTGS of any scheduled commercial bank in India approved by the RBI, drawn in favour of the **CHIEF EXECUTIVE OFFICER, SJDA** and the acknowledgement should also be uploaded with Unique Transaction Reference No. (UTR) and Account details of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, Siliguri is as follows : -

Name of the Account	: Siliguri Jalpaiguri Development Authority
Account no	: 912010035059401
Name of Bank	: Axis Bank Ltd., 32, Pradhan Nagar, Near Ramakrishna Vedanta Ashram, Hill Cart Road, Siliguri - 734003
Branch name	: Hill Cart Road
IFSC Code	: UTIB0001403

2. EARNEST MONEY :

Earnest money amounting to 2% (*two percent*) of the Estimated Amount put to tender or Rs 10 lakh whichever is lower will have to be submitted online by all intending Tenderers. In any case, Fixed Permanent Security Deposit will not be entertained as an earnest money, as per notification no. 24-A/2D-13/2010, Dated. 31/01/2014.

As per G.O. No. 3975-F(Y) dated 28/07/2016 of the Secretary, Audit Branch, Finance Department, Government of West Bengal, a bidder should initiate payment of pre-defined EMD for the tender by selecting from either of the following payments modes in favour of the **Chief Executive Officer, Siliguri Jalpaiguri Development Authority (SJDA)** at the time of uploading the tender / quotation :

- Net banking (Any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway for on-line tenders.
- RTGS/NEFT in case of offline payment through bank account in any bank. (*Details of which has been narrated in "Instruction to Bidders"*).

As per G.O. No. 6417-F(Y), Dated. 26/08/2015 of the Principal Secretary, Finance Department, Audit Branch, Government of West Bengal, three State Government enterprises viz. Mackintosh Burn Limited, Westinghouse Saxby Framer Limited and Britannia Engineering Limited and as per G.O. No. 6718-F(Y), Dated. 08/9/2015 & 815-F(Y), Dated. 23/2/2023 of Finance Department, Audit Branch, Government of West Bengal, Labour Co-operative Societies have given exemption from deposit of earnest money for participating in Government tenders, subject to the condition that they will furnish security deposit if selected in a tender. As per G.O. No. 4245-F(Y), Dated. 28/05/2013 of Finance Department, Audit Branch, Government of West Bengal regarding exemption from deposit of earnest money of Small Scale Industrial (SSI) Units under rules 47A(1) and 47B(7) of West Bengal Financial Rules, Vol.-I is applicable to Supply Contracts only and not to Works contracts. SSI units participating in works tenders will have to deposit EMD, Performance Security/Security Deposit as usual.

Bidder eligible for exemption of EMD as per Govt. Order may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statutory documents.

3. REFUND OF EMD :

The EMD of the unsuccessful Tenderer deposited shall automatically be refunded through online process. The refund of EMDs will be credited to the bidders to the account from which the EMD transaction got initiated by the bidder. Accordingly, for internet banking transactions, the EMD will be refunded back to the internet banking account from which the bidder initiated the transaction. If the bidder has made EMD payment through RTGS/NEFT mode, the refund will go back to the account from which the RTGS/NEFT transaction got initiated.

4. Technical Bid (Part-I) and Financial Bid (Part-II) both should be submitted concurrently duly digitally signed in the Website <https://wbtenders.gov.in>. Tender documents may be downloaded from the website. Submission of technical Bid / financial bid should be done as per the date / time schedule stated in above table of this NIT. Bidders should ensure to submit/ upload only required documents duly indexed.
5. Papers not required or asked for but uploaded while tendering might create illusionary error while scrutiny on line, in such case of any error arising out owing to reasons stated above of documents, Siliguri Jalpaiguri Development Authority shall not be responsible.
6. **HELP DESK :**
For any queries or issues on EMD payments made through Internet banking or Payment gateway, RTGS/NEFT mode or any Refunds Contact Helpdesk: 03340267513/ 03340267512.
7. Prospective applicants are advised to note carefully the **Minimum Eligibility Criteria** as mentioned against **Sl. No. 8**. The eligibility of a bidder will be ascertained on the basis of the uploaded documents digitally signed in support of the Minimum Eligibility Criteria as mentioned in **Sl. No. 8** and the Declaration-“Y” executed through prescribed Affidavit-“X” in non-judicial stamp paper of appropriate value duly notarized.
8. **ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDER:**
 - 8.1 Requirement of Credentials -
 - 8.1.1. For 1st Call of NleT:
 - 8.1.1.1 Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% (*forty percent*) of the estimated amount during 5 (*five*) years prior to the date of issue of the tender notice; or,
 - 8.1.1.2. Intending tenderers should produce credentials of 2 (*two*) similar nature of completed work, each of the minimum value of 30% (*thirty percent*) of the estimated amount during 5 (*five*) years prior to the date of issue of the tender notice; or,
 - 8.1.1.3. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% (*eighty percent*) or more and value of which is not less than the desired value at (8.1.1.1.) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent 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.
 - 8.2.1. For 2nd Call of NleT:
 - 8.2.1.1 Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 30% (*thirty percent*) of the estimated amount during 5 (*five*) years prior to the date of issue of the tender notice; or,
 - 8.2.1.2 Intending tenderers should produce credentials of 2 (*two*) similar nature of completed work, each of the minimum value of 25% (*twenty five percent*) of the estimated amount during 5 (*five*) years prior to the date of issue of the tender notice; or,
 - 8.2.1.3 Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% (*seventy five percent*) or more and value of which is not less than the desired value at (8.1.2.1.) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent 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.
 - 8.3.1 For 3rd Call of NleT:
 - 8.3.1.1 Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 20% (*twenty percent*) of the estimated amount during 5 (*five*) years prior to the date of issue of the tender notice; or,
 - 8.3.1.2 Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% (*seventy percent*) or more and value of which is not less than the desired value at (8.3.1.1.) above,

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent 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.

9. OTHER TERMS AND CONDITIONS OF THE CREDENTIALS :

9.1 **Payment certificate will not be treated as credential for the works.**

9.2 **Audited Balance Sheet** of last 5 (Five) years for the **works costing more than 1.0 crore and above will be treated as credential** and it is must.

9.3 Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central / State statute, on the executed value of completed /running work will be taken as credential.

9.4 **Joint Ventures will not be allowed.**

No credential will be considered as valid unless it is supported by Work Order, Price Schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work completed (equal to booked expenditure).

N.B. Estimated Amount, tendered amount, value of executed work, Date of Completion of project along with telephone number & detail address for communication of client must be indicated in the Credential Certificate.

10. Deed of Partnership firm, and documents for their registration or applied for registration is applicable in the form of certified copy of 'Form No. VIII,' issued under the Indian Partnership Act, 1932 (Act-IX of 1932) to be submitted by the Registrar of Firms, West Bengal having their registered office at P-15 India- Exchange Place, Todi-Mansion, 10th Floor, Kolkata 700001. In case a contractor/bidder is yet to receive Form No. VIII, a "Memorandum" issued from the above office may also be accepted. Any change in the constituent of the Partnership Firm should also be intimated to the office of the Registrar of Firms, Kolkata prior to submission of application in the e-tender and a certified copy of the revised Form No. VIII showing changes in its constituents are required to be submitted.

11. Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co.- Op. Societies are required to furnish valid Bye Law, Current Audit Report, Valid Clearance Certificate from A.R.C.S. of the last year along with other relevant supporting papers.

12. SUSPENDED / DEBARRED FIRM OR AGENCY :

Any intending bidder/ person /entity that is suspended/debarred by a procuring entity shall not be allowed to participate in any procurement process under Siliguri Jalpaiguri Development Authority (SJDA) during the period of suspension/debarment unless the same has been revoked. A joint venture or consortium which is suspended/debarred member(s) and/or partner(s) as-well-as a parson/entity who is a member of a suspended/debarred joint venture or consortium shall, likewise, not to be allowed to participate in any procurement process under Siliguri Jalpaiguri Development Authority (SJDA) during the period of suspension/debarment unless the same has been revoked. (In this regard G.O. No. 547-W(C)/1M-387/15, Dated. 16/11/2015 of the Joint Secretary, Works Branch, Public Works Department, Government of West Bengal shall deem to constitute a part of contract under this NieT.) **Technical Bid shall be treated as non-responsive if anything adverse has come to the notice of the Tender Inviting Authority against the Firm/Agency/ bidder so far as his performance within the jurisdiction of Siliguri Jalpaiguri Development Authority (SJDA) is concerned.**

The prospective bidders or any of their constituent partner(s) of the Firm who has failed to execute more than one works contract under Siliguri Jalpaiguri Development Authority and was terminated by any sub rule under **Clause 3** of Tender Form No. 2911 or terminated **under any clause of Standard Bidding Document** by the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, such rescindment/termination of the contract and/ or suspension /debarment will be considered as **Disqualification towards eligibility for 5 (five) years** from the date of imposition of last termination notice by the Chief Executive Officer, Siliguri Jalpaiguri Development Authority. (The notarizes Affidavit –“X” and Declaration-“Y” in this respect will have to be furnished by the prospective bidders without which the technical bid will be treated as non-responsive).

13. A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm. If any bidder(s) found to have applied multiple bids in a single job, all of his / their bids

will be considered as non-responsive for that job. The bids shall be rejected summarily without assigning any reason thereof.

- 14. Bids shall remain valid** for a period not less than 120 days (One Hundred Twenty Days) from the last date of submission of Financial Bid/ Sealed Bid. If the Bidder withdraws the Bid during the period of Bid validity his Earnest Money Deposit (EMD) may be forfeited.

15. PENAL ACTION :

During the scrutiny or at any stage of bidding or even after award of contract, if it comes to the notice of the Tender Inviting Authority that the credential(s) and/or any other paper(s) of any bidder are incorrect / manufactured / fabricated, his bid for tender will be considered as non responsive and will be out rightly rejected with forfeiture of Earnest money/Security deposit. Penal Action will also be initiated against him as per rule.

16. TECHNICAL PERSONNEL :

The prospective bidders shall have full time engaged/appointed experienced technical personnel as per requirement of the value and nature of the work (for retired personnel, age should not exceed 65 years as per recent Government Order), the minimum being:

- A. Work value upto 10 Lakhs : 1 (one) Engineering Diploma holder.
- B. More than 10 Lakhs but within 50 Lakhs : 1(one) Engineering Degree & 1(one) Diploma holder.
- C. Work value more than 50 Lakhs : 1(one) Engineering Degree & 2(two) Diploma holders.

(Duly notarized declaration by the Technical staff(s) in support of his/their engagement/ Appointment, Qualification, consent of working, PAN no., Mobile no. etc. shall be furnished for Technical Evaluation in the Form – III B of Section-B)

- 17.** The bidder, if awarded, shall engage technical staff(s) according to the requirements as per condition **no. 16** of NIT to be executed irrespective of numbers of Engineers mentioned / uploaded while filling the tender as per General Conditions of Contract (GCC) clause no 33. Failing to engage prescribed technical staff at site during execution for effective supervision of work, shall attract suitable amount of penalty. Should there be a case, decision of quantum of period and amount of penalty shall be the sole authority of the Chief Executive Officer, SJDA. Decision in this regard is to be treated as final and binding in this regard. It should also be noted that just by engaging stipulated technical staff at the time of execution would not absolve the contractor(s) from any unacceptable workmanship or quality of work.

18. STRUCTURE AND ORGANISATION :

Declarations in this respect has to be furnished by the prospective bidders as per prescribed format vide Section – B, Form – III A without which the Technical Bid shall be treated non-responsive.

19. BID CAPACITY IN THE FORM OF FINANCIAL STATEMENT :

The available Bid Capacity to be calculated on the basis of prescribed format of Financial Statement (Audited) of 5 Years (applicable for the **Works costing more than 1.0 crore**) of Section -B, Form – II A/II B/II C of the prospective applicant at the expected time of bidding should be more than the Estimated Amount put to Tender. In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD Form to be furnished along with Balance Sheet and Profit and Loss Account and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited Report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

20. FOR PLANT, MACHINERY AND T&P :

The prospective bidders should submit documents in support of own / lease possession (Details as mentioned in Section – B, Form – IV, the required plant and machineries and other necessary T&Ps of prescribed specifications as shown in format. Conclusive proof of ownership (Tax invoice, Way Bill, Delivery Challan, incorporation in the Balance Sheet as fixed asset) / lease possession for each plant and machineries in working condition shall have to be submitted. Present location of installation of main Plant and machineries as mentioned in specified format has also to be disclosed. Present status /location of all the Plant and Machineries and other necessary T&Ps are needed to be provided. If the same is already engaged in the other works, mention the tentative date of availability of such Plant and Machineries and other necessary T&Ps. If necessary, Authority/Bid Evaluation Committee may inspect Plant and Machineries physically or call for the original documents as proof of Ownership/ Lease possession in favour of prospective bidder.

21. Each work will be awarded against specific set of machineries as indicated in MINIMUM PLANT / MACHINERY AND EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR AS PER REQUIREMENT OF THIS NIT & Section- B (Form-IV).
22. Agencies may have to arrange required land nearest to the work site for installation of Plant & Machineries, (specified for each awarded work), storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
23. Successful Tenderers will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses u/s 7 of West Bengal Building & other Construction Works' Act, 1996 and u/s 12 of Contract Labour Act.
24. In case if there be any objection regarding pre-qualification/ list of "Technically Qualified Bidders", that objection should be lodged to the CHIEF EXECUTIVE OFFICER, SJDA, **within 24 hours** including holidays from the date of initial publication of list of Technically Qualified Bidders and beyond that time schedule no objection shall be entertained by the Authority. The objection may also be submitted to the e-mail ID: SJDAtenders@gmail.com
25. All bidders are requested to remain present in the Office of The Chief Executive Officer, Siliguri Jalpaiguri Development Authority, Himanchal Vihar, Near Passport Seva Laghu Kendra, Matigara-734010 , Dist. Darjeeling, West Bengal, during opening of the Financial Bid to witness the tender opening procedure .
After opening of the financial bid, if situation demands, Chief Executive Officer, Siliguri Jalpaiguri Development Authority may negotiate with the lowest bidder to lower down the rate quoted (may be on the day of opening and on spot or later on by issuing a negotiation letter), so all qualified bidders are requested to remain present in the office of Chief Executive Officer, Siliguri Jalpaiguri Development Authority. No objection in this respect will be entertained raised by any bidder who will be present during opening of bid or from any bidder who choose to remain absent during opening of the bid for tender.

26. DEFECT LIABILITY PERIOD :

Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form 2911 (ii) shall be substituted by the following as per G.O. no. 5784-PW/L&A/2M-175/2017 dated 12/09/2017:

Clause 17 - "If the contractor or his workmen or servants or authorized representative shall break, deface, injure or destroy any part of buildings, in which may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work form any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within a period of **3 (three) months or 1 (one) year or 3 (three) years or 5 (five) years, as the case may be** (depending upon the nature of the work as described in the explanation appended hereto) **hereinafter referred to as the Defect Liability Period** from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, 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 of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the option of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfections good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force. Provided further that the Engineer-in-Charge shall pass the **"Final Bill"** and certify thereon, within a period of **thirty days** with effect from the date of submission of the final bill in **acceptable form** by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of **thirty days**. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the **"Final Bill"** or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Siliguri Jalpaiguri Development Authority under the provision and period of **Sl. no. 6 (under Particulars of the e-NIT)** hereof shall be refundable to the contractor in the manner provided here under :-

(a) For work with 3 (three) months Defect Liability Period :

- (i) Full security deposit shall be refunded to the contractor on expiry of **three months** from the actual date of completion of the work.

(b) For work with 01 (one) year Defect Liability Period :

- (i) Full security deposit shall be refunded to the contractor on expiry of **one year** from the actual date of completion of the work.

(c) For work with 03 (three) years Defect Liability Period :

- (i) **30%** of the security deposit shall be refunded to the contractor on expiry of **two years** from the actual date of completion of the work;
- (ii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of **three years** from the actual date of completion of the work;
- (d) For work with 05 (five) years Defect Liability Period :**
 - (i) **No** security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
 - (ii) **30%** of the security deposit shall be refunded to the contractor on expiry of **four years** from the actual date of completion of the work;
 - (iii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of **five years** from the actual date of completion of the work;

Explanation :

- The word '**work**' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For
- i. The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be **three months** from the actual date of completion of the work.
 - ii. Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be **one year** from the actual date of completion of the work.
 - iii. Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality /Strengthening of flexible pavement designed for a period of 3 years or more: providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be **three years** from the actual date of completion of the work;
 - iv. Construction of new building / new bridge / new culvert / new drain, Reconstruction of building/ bridge/ culvert /drain including construction of approach roads for bridge / culvert, construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be **five years** from the actual date of completion of the work.

27. Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014 and G.O. no. 5951-PW/L&A/2M- 175/2017 dated 02/11/2017. In cases of Refunding and Releasing of 100% (*one hundred percent*) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions :

- 1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer-in-Charge of the concern work, PWD, Government of West Bengal on behalf of the contractor.
- 2. The Bank Guarantee will remain valid for the Defect liability period/Security period as per contract of the work.
- 3. The Bank Guarantee will be submitted as per Format attached in Annexure-I. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
- 4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:
 - 4.1. For work with 3 (*three*) months Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 3 (*three*) months from the actual date of completion of the work.
 - 4.2. For work with 1 (*one*) year Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 1 (*one*) year from the actual date of completion of the work.
 - 4.3. For work with 3 (*three*) years Defect Liability Period:
 - 4.3.1. 30% (*thirty percent*) of the same shall be refunded to the contractor on expiry of 2 (*two*) years from the actual date of completion of the work;
 - 4.3.2. The balance 70% (*seventy percent*) of the same shall be refunded to the contractor on expiry of 3 (*three*)

years from the actual date of completion of the work.

4.4. For work with 5 (*five*) years Defect Liability Period:

4.4.1. No amount shall be refunded to the contractor for first 3 (*three*) years from the actual date of completion of the work;

4.4.2. 30% (*thirty percent*) of the same shall be refunded to the contractor on expiry of 4 (*four*) years from the actual date of completion of the work;

4.4.3. The balance 70% (*seventy percent*) of the same shall be refunded to the contractor on expiry of 5 (*five*) years from the actual date of completion of the work.

28. SUCCESSFUL TENDERERS WILL BE REQUIRED TO OBSERVE THE FOLLOWING CONDITIONS STRICTLY:

- a) Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
- b) Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
- c) Adequate safety and welfare measures must be provided as per the provisions of the Building and other construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.
- d) All liabilities arising out of engagement of workers are duly met before submission of bills for payment.

29. Intending bidders are required to produce original documents, scanned copies of which have been uploaded by them, for verification by this office as and when asked for.

30. No Mobilisation Advance and Secured Advance will be allowed.

31. A prospective bidder (*including his participation in partnership*) will be allowed to participate in 1 (*one*) works anywhere for each set of prescribed machinery and equipment owned / arranged through lease hold agreement by the bidder. In no case a bidder will be allowed to participate in bid for more than 1 (*one*) works anywhere per set of required machineries. As per G.O. no. 542-W(C)/1M-24/15, Dated. 06/11/2015 in a particular NleT having multiple work, a bidder can participate in more than 1 (*one*) work provided the bid capacity permits and the bidder is capable to arrange and deploy separate set of required machineries for multiple works and complete the work in specified time.

32. (i) The contractor shall do photography / video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages including reinforcement work with an identification mark before covering by concreting and lastly after the completion of the work. No separate payment shall be made to the contractor on this account.

(ii) The Tenderer, whose tender is accepted, should purchase **2 (two)** copies of Agreement Copies/Tender documents including other relevant papers etc. as prescribed in the Acceptance letter/ Work Order/ Acceptance cum Work Order. This amount may be paid through form NEFT/ RTGS in the A/C no. 912010035059401 of Axis Bank of India, Hill Cart Road Branch, IFSC code UTIB0001403. This is mandatory to formalize the contract within **7 (Seven) working days** from the date of issue of the Acceptance letter/ Work Order/ Acceptance cum Work Order, failing which it may be construed as an attempt to disturb the tendering process and shall be dealt with in a legal manner as deemed fit including debarring the bidder as per GCC (General Conditions of Contract) clause 41 and the Acceptance letter/ Work Order/ Acceptance cum Work Order will be treated as cancelled.

33. Issuance of Acceptance letter/ Work Order / Acceptance cum Work Order may be delayed and / or work may be financially restricted upto the limit of existing administrative approval until receipt of administrative approval / revised administrative approval from the competent authority (*in applicable cases*). Also issuance of letter of Acceptance / work Order / Acceptance cum Work Order may be delayed and / or work may be restricted in some stretches till necessary land for the same is made available and / or encroachments are removed (*in applicable cases*). No claim, whatsoever, for such delay in issuance of Letter of Acceptance letter / Work Order/ Acceptance cum Work Order and or restriction of work will be entertained. Intending bidders may keep these criteria in mind while participating in tender and / or while quoting their rates.

34. Relevant documents (as uploaded online) in hard copies duly self-attested must be submitted in the Engineering Section before Formalising the contract agreement within 7(seven) working days from the date of

issuance of Acceptance letter/ Work Order / Acceptance cum Work Order, failing which your tender is liable to be terminated and further necessary action may be taken as per rules & conditions of the notice.

35. ADDITIONAL PERFORMANCE SECURITY :

When the bid rate is 80% or less of the Estimate put to tender and no increase in scope of work of projects during execution phase.

[as per notification no. 4608-F(Y), Dated 18/07/2018 of the Additional Chief Secretary, Finance Department, (Audit Branch), Government of West Bengal.]

35.1 In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is pleased to decide that 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.

35.2 The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within 7(seven) working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per the clauses of the Tender Notice, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

35.3 The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/ affected by provision of this Additional Performance Security.

35.4 Henceforth, necessary provision shall be incorporated in all Notice Inviting Tenders and shall be part of the Contract Agreement.

35.5 This order will take immediate effect and necessary amendment in the West Bengal Financial Rules shall be made in due course.

36. DEDUCTION OF TAX :

Deduction of tax shall be as below as per provision of GST applicable as per existing rule.

- i) The contractor is registered under the GST Act and such registration is valid on the date of making such payment (for which the valid GST Registration Certificate is to be produced by the contractor along with a declaration from the contractor that his certificate of registration is valid to the best of his knowledge and that he will intimate the contractee i.e. Chief Executive Officer, SJDA, in case of any notice issued by Commercial Taxes Authority regarding the cancellation of his certificate of registration). GST applicable as per existing rule.
- ii) All other taxes if applicable as per Government rule in force.

37. The intending tenderers may note that an amount equal to 1% of the contract amount will be deducted from the RA bill / final bill on account of “the building and other construction work (regulation of employment and condition of service) Act, 1996” and “The building and other construction work welfare Cess Act, 1996” apart from other statutory deductions from bills / payment due. GST, Royalty & all other statutory levy / CESS will have to be borne by the contractor & the rates in the schedule of rates are inclusive of all the taxes & CESS stated above.

38. No running account bill payment shall be normally made for works less than 30 (Thirty) percent of Tendered Value or up to Rs 25.00 lakh, whichever is less, till after the whole of the work shall have been completed and certificate of completion given. For works of tendered value above Rs 25.00 lakh, for running account bill payment, the contractor shall on submitting a bill of at least Rs 25.00 lakh there for, be entitled to receive a payment proportionate to the part thereof, approved by the Engineer-in-charge, whose certificate of such approval and recommendation of passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final measured bill payment only and not as payments for work actually done and completed, and shall not preclude the bad, unsound, and imperfect or unskillful work which is to be removed and taken away and reconstructed, or re-erected or to be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Chief Executive Officer, SJDA under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the

Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

39. The running payment of proposed executed work may be made to the executing agency as per availability of fund and no claim whatsoever in this regard will be entertained. Provisions in Sl.No.38 and General Conditions of Contract (GCC) clause (s) 7, 8, & 9 contained in so far as they relate to quantum and frequencies of payment are to be treated as Superseded. The running account bill shall only be preferred or claimed by the agency when the executed value of work is 25.00 Lakhs or 30% of the tendered value, whichever less.
40. If any tenderer withdraws his offer before acceptance or refuse within a reasonable time without giving any satisfactory explanation for such withdrawals, he shall be disqualified for submitting any tender/quotation at Siliguri Jalpaiguri Development Authority for a minimum period of 1(one) year.
41. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by Chief Executive officer, Siliguri Jalpaiguri Development Authority.

42. PRICE ADJUSTMENT / PRICE PREFERENCE :

Adjustment of Price (increase or decrease) Vide Notification No.23-CRC/2M-61/2008 dated 13/03/2009 & Notification No. 38-CRC/2M-61/2008 dated 20/04/2009 shall not be applicable. Since BOQ for the works under this NleT is based upon the schedule of rates of Public Works Department , Government of West Bengal with Addendum & Corrigendum as mentioned hereinafter, the bidders shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and / or price adjustment will be allowed by the Department thereto under any circumstances.

No Price Preference will be allowed for the work under this NleT.

43. EXECUTION PERIOD & EXTENSION OF TIME :

Time allowed for execution is to be deemed as the essence of contract. For effective monitoring the pace of progress according to targeted requirement of completion, the contractor should evolve stages of "MILE STONE" progress by quantifying the work to be executed in relation with the time-line the progress. The stages of "MILE STONES" should be mutually and judiciously worked out between the contractor and the SJDA. The agreed upon stages of "MILE STONES" shall also become part of formal agreement as per General Conditions of Contract (GCC) clauses no 2 & 5. The contractor shall be required to strictly adhere to achieve the Stages of "MILE STONES" and thereby the completion of work on time.

- 43.1 In case of any delay due to force majeure which is not expected or beyond any control of the contractor, the contractor should immediately bring the issue to the notice of the Tender Accepting Authority and apply for necessary extension of time in proper format with a revised Mile Stone chart/ Bar chart to complete the work. If the contractor fails/ neglects to apply for extension of time, in such cases the Authority may observe for some time and fix up a date of completion judiciously in consultation with the concern Division or Report of the concern Division and that date to be taken as ultimate and final. Failure to comply with the allowed date, Tender Accepting Authority will take steps as per rule narrated in **43.2**.
- 43.2 If the contractor fails to comply with the Mile Stone chart/ Bar chart or with the Work Milestone-I/II/III/ Schedule Completion as annexed with this notice and or General Conditions of Contract (GCC) clause 5 and the delay/ failure is other than force majeure and or neglects to apply for extension of time/ have any justified ground of delay, the Tender Accepting Authority will fix up a revised completion date judiciously with a compensation for delay of work as per GCC clause 2. In such case, report of concern Division is final and conclusive. The contractor will be intimated about the actions taken in writing. No further extension of time will be granted and if any item(s) done beyond that date to complete the work, Siliguri Jalpaiguri Development Authority will not be liable to pay for that works rather necessary penal action as per subsequent NleT clauses and General Conditions of Contract (GCC) clauses will be implemented.
44. The Bidder at his/ their own responsibility is encouraged to visit and acclimatize with the site of works and its surroundings and collect all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall be at the Bidder's own expense.
45. The intending bidders should note that whatever may be the outcome of the present invitation of bids, no cost of bidding shall be reimbursable by the Authority. The Chief Executive Officer, SJDA reserves the right to accept or reject any offer with or without assigning any reason whatsoever and is not liable for any cost that might have incurred by any bidder at that stage of bidding.

46. No Conditional / In-complete Bid / Tender shall be accepted.

47. There shall be no provision of Arbitration. Hence GCC Cl. 25 of 2911 is omitted vide notification no. 558/SPW, Dt. 13.12.11 of Secretary, to the Govt. of West Bengal.

48. IN CASE OF TIE BID :

In supersession of all the orders published earlier in this regard, the Governor is pleased to prescribe the following norms for Acceptance of Tender, Vide Finance Department Memorandum No. 2320- F(Y), Dated. 07 June, 2022, the following procedure should be adopted when there is a tie among the L1 Bidders :

Keeping the discovered L1 rate as ceiling, sealed bids may be invited from all the L1 bidders and out of those the lowest one may be selected.

If none of the L1 bidders is ready to offer further reduced rates:

A. For items divisible in nature -

- i) The work may be distributed equally among the consenting L1 bidders.
- ii) If none of the L1 bidders is ready to accept reduced quantity, the bidder with higher credential based on the following parameters, may be selected among L1 bidders in the following manner:
 - a. In case of supply of goods, last three years average turnover of the bidder shall be considered.
 - b. In case of execution of work / supply of service, value of single work/ service of similar nature completed during last 3 years shall be considered.
 - c. In case of supply of man power, number of personnel supplied in a single contract during the last 3 years shall be considered.

B. For items not divisible in nature -

If none of the L1 bidder is ready to offer further reduction of rates, the bidder with higher credential based on parameters, as mentioned in **A(ii)** above may be selected among L1 bidders.

However, prior to such acceptance of tenders, the Accepting Authority shall examine:

- a. Whether sufficient publicity was given to the Tender in adequate number of newspapers having appropriate territorial coverage and readership, Departmental Website (if any) and e-Tender Portal;
- b. Whether EMD was received online through thee-Tender Portal;
- c. Whether the minimum mandatory period for submission of bids as per Financial Rules was available to bidders from the date of publication in newspapers, Departmental Website (if any) and e-Tender Portal;
- d. Whether the Tender Inviting Authority (TIA) has provided sufficient justifications for acceptance of the selected bid and certified that the quoted rate is reasonable;
- e. Whether the Technical Criteria were reviewed and if necessary, revised by the TIA before 2" or subsequent calls of the Tender;
- f. Whether the Eligibility Criteria like Minimum Average Annual Turnover, Net Worth, Credentials, etc. restricted fair competition among the prospective bidders;
- g. Whether in case of Non-Schedule Item (s) market rates have been suitably assessed by the TIA to ascertain reasonability of quoted rate (s);
- h. Whether the Departmental Tender Committee has examined the Tender and found the quoted rate reasonable and recommended for acceptance where necessary;
- i. Whether the Financial Advisor has recommended acceptance of bid or advised for re-tender;
- J. Any other aspects and factors as required and deemed fit.

49. Before issuance of the formal Work Order, the Tender Accepting Authority may verify the credential & other documents of the lowest bidder, if considered necessary. After verification, if it is noticed that such documents submitted by the lowest bidder is either manufactured or false, Work Order shall not be issued in favour of the lowest bidder. The EMD shall be forfeited besides taking necessary debarment action as per GCC clause-41.

50. After issuance of the Acceptance letter/Work Order/ Acceptance cum Work Order, the selected Agency/ Firm have to confirm the exercises of his/their part before the date of commencement in relation with the Formal Agreement as indicated in the Acceptance letter/Work Order/ Acceptance cum Work Order in writing and submit work programme in the form of Bar Chart/ Mile Stone Chart for completion of the work within the period of completion mentioned in the NleT.

51. All the clauses on different notifications and on PWD Schedule of Rates will be taken into account but if any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in the following sequence:-

(i) West Bengal Form No. 2911

- (ii) Notice Inviting Tender.
 - (iii) Special terms & Conditions (Section-C)
 - (iv) Technical bid
 - (v) Financial bid
52. All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the work schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.
- 53. FORFEITURE OF EARNST MONEY :**
- a) If the Bidder withdraws the bid during the period of Bid validity.
 - b) In case of a successful bidder, if the Bidder fails to sign the Formal Agreement within the specified time limit.
 - c) During scrutiny, if it comes to notice to the tender inviting authority that the credential or any other papers found incorrect / manufactured / fabricated.
- and other than forfeiture of EMD in the above cases, suitable penal action as per GCC and NIT clauses may be applied.
54. Other clauses as referred herein above of contract shall be as per GCC as per West Bengal form no 2911 circulated vide no. 3529(25)-UD/O/M/B/MISC-05/2016 (Pi), DATED 15/11/2019.
- 55. PROCUREMENT AND SUPPLY OF MATERIALS LIKE CEMENT, STEEL & BITUMEN REQUIRED FOR THE WORK :**
- i) All materials required for the proposed scheme as mentioned in Particulars of the e-NIT, Sl. No. 1, including Bitumen (*all grade*), Bitumen emulsion, Cement & Steel (as per G.O no. 385/-ENC/2021, Dated. 02.8.2021) will have be of specified grade & approved brand in conformity with relevant code of practice (*latest revision*) & manufactured accordingly & will have to be **procured & supplied by the agency** at his / their own cost including all taxes. Authenticated evidence for purchase of Bitumen, Bitumen emulsion, Cement and Steel are to be submitted along with challan and test certificate. In the event of further testing opted by the Engineer-in-Charge, such testing from any Government approved / Government Testing Laboratory, outside the jurisdiction of the concern Engineer-in-Charge will have to be conducted by the agency at his/their own cost.
 Appropriate grade of Paving Bitumen of I.O.C.L/ B.P.C.L/ H.P.C.L will only be permitted as Straight run Bitumen unless otherwise specified.
 All Steel materials to be used for the work should be SAIL / TATA / RINL/ JSW/JSPL, unless otherwise mentioned specifically in the BOQ. (Ref. G.O no. 385/-ENC/2021, Dated. 02.8.2021)
 Cement to be used for the work to be supplied by the Agency as per direction of the Engineer-in-Charge. However Cement products of mini plant shall not be used. Production Capacity of 25 Million Tonnes per year and above to be used with prior approval of the Engineer-in-Charge.
 Before applying, the quality of Bitumen (*all grade*), Bitumen emulsion, Cement & Steel have to be examined on technical aspect, if asked for & the test reports must satisfy the Engineer-in-Charge.
 - ii) Where **Departmental materials will be issued** (if any), the location of Godown/ Stackyard will be within the jurisdiction of Siliguri Jalpaiguri Development Authority (SJDA).
- 56. Engagement of MGNREGS Job-Card holders :**
- The decision points mentioned in memo no. SUDA-14012(12)/3/2021-NULM/6529, Date. 31.08.2023, regarding data collection of MGNREGS Job-Card holders in various schemes sponsored and executed by UD & MA Department and entry into scheme entry module at <http://wbdeptemployment.in> portal by all the ULBs and Development Authorities vide Govt. Notification No. 1282/P&RD, Dt. 03.11.2022 and 1140 PRD-33011/1/2024-MGNREGA SEC, Dated: 07.03.2024.
- In connection with the memos, the Agencies/ Contractors/ Firms who are executing schematic works mandatorily have to collect detailed data of engagement of the unskilled Job-Card holders and should invariably submit to the Authority's Nodal Officer whenever payment is made to the Job-Card holder labours irrespective of processing of bills at their end, in a format supplied by concern Division of the Authority.
57. The Tender Inviting Authority through a "**Bid Evaluation Committee**" comprising Superintending Engineer, SJDA /entrusted Executive Engineer(Civil/ Elect.), SJDA and Finance Officer, SJDA will determine the eligibility of each bidder based on Technical and Financial evaluations of the bidders for different types of works and make

recommendation to the Tender Accepting Authority. The bidders will have to meet all the minimum criteria regarding:-

- (a) Financial Capacity
- (b) Technical Capability comprising of personnel & plant & equipment capability
- (c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of his digitally signed documents in support of the minimum criteria as mentioned in (a), (b), (c) above with the help of his DSC and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such case the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice with forfeiture of earnest money/security deposit and further penal action may be taken against him as per rule.

- 58.** This is a time bound urgent work. Hence the Bid Evaluation Committee reserves the right to ignore some Deficiencies in consultation with the Tender Accepting Authority and his discretion in case of 1st call and no challenge whatsoever against such decision of the said committee will be entertained. In case of 2nd Call, the same Bid Evaluation Committee reserves the right to ignore some more deficiencies in consultation with the Tender Accepting Authority and his discretion and no challenge whatsoever against such decision of the said committee will be entertained. In case of 3rd and subsequent calls, the same Bid Evaluation Committee reserves the right to ignore more and more deficiencies in consultation with the Tender Accepting Authority and his discretion and no challenge whatsoever against such decision of the said committee will be entertained.
- 59.** Siliguri Jalpaiguri Development Authority shall have the right to cause an Third Party quality audit and technical examination of the work(s) whose cost to be borne by the Agency and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract of any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Siliguri Jalpaiguri Development Authority to recover the same from him/ them.
- Similarly if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under the contract in respect of any work executed by him under it, the amount of such under payment shall be done by Siliguri Jalpaiguri Development Authority to the contractor, without any interest thereon whatsoever.
- Provided that the Siliguri Jalpaiguri Development Authority shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Siliguri Jalpaiguri Development Authority on the one hand and the contractor.
- 60.** If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.
- 61.** In case of inadvertent typographical mistake found in the specified schedule of rates / BOQ, Acceptance letter/ Work Order / Acceptance cum Work Order the same will be treated to be so corrected as to conform with the relevant schedule of rates prevailing at the time of floating of tender and / or technically sanctioned estimate and / or the rate quoted in the Financial proposal. No claim whatsoever for such inadvertent typographical mistake will be entertained and will be corrected.
- 62.** Chief Executive Officer, Siliguri Jalpaiguri Development Authority reserves the right to cancel the NleT due to unavoidable circumstances and no claim in this respect will be entertained.

INSTRUCTION TO BIDDERS

SECTION – A

1. General guidance for e-Tendering

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

A.1. Registration of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in>. The contractor is to click on the link for e-Tendering site as given on the web portal.

A.2. Digital Signature Certificate (DSC)

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details for obtaining class-II or class-III DSC can be had by logging on to <https://wbtenders.gov.in>.

A.3 Participation of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; after logging on to <https://wbtenders.gov.in> the contractor needs to click in the specified link for e-Tendering site as given on the web portal.

A.4. Mode of Collection

The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in A.3 using the Digital Signature Certificate (DSC). This is the only mode of collection of Tender Documents.

A.5. Participation in more than one work

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

A.6. Submission of Tenders

Tenders are to be submitted/ uploaded through online to the website stated in **Sl. 4** of NIT. Up-loading of tenders should be in two folders at a time for each work (One folder for Technical Proposal & the other folder for Financial Proposal. Up-loading or submission of tenders must be done before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly after virus scanning also duly Digitally Signed. The documents will then get encrypted (transformed into non readable formats).

A.6.1. Bidders are advised to upload scanned copies of original documents, uploading scanned copies from Photo/ Xerox copies & illegible copies will not be entertained and NIT shall summarily liable to be rejected without intimation thereto.

A.6.2. Bidding (PART-I and PART-II) :

The Technical proposal/ Bid should contain scanned copies of the following under **Statutory and Non-Statutory** covers folders. **(PART-I)**

Financial proposal/ Bid in **One** cover folder. **(PART-II)**

The documents will get encrypted (transformed into non readable formats).

A.6.2.1. Technical Bid Documents [Statutory and Non-Statutory Documents] (PART-I) :

(AA) [Statutory Documents]

- i) Earnest Money as prescribed in the e-NIT against each of the serial of work.
- ii) Bidder eligible for exemption of EMD as per Govt. Order , necessary documents regarding the exemption of EMD must be uploaded.
- iii) NIT, Special Terms & Conditions in NIT, Special Specification in NIT, if any, with All Corrigendum and addendum, if any. **(Download & upload the same Digitally Signed).**
- iv) Tender form No. 2911(ii), **(Download & upload the same Digitally Signed except quoting rate, quoting rate will only encrypted in the B.O.Q. under Financial Bid.**

IN CASE QUOTING ANY RATE IN 2911, THE TENDER LIABLE TO BE SUMMARILY REJECTED.

(BB) [Non- Statutory Documents]

- i) Letter Head containing pre qualification application (Section – B, Form-I).
- ii) Pan Card.
- iii) Up to date Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan.
- iv) Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017 with **Current GST return challan.**
- v) Current Trade License from the respective Municipality/Panchayet as applicable.
- vi) Income Tax Return & Certificate for last 3 (three) Financial year.
- vii) Audited Balance Sheet of last **5 (Five)** years for the works costing **more than 1.0 crore** and above.
- viii) Scanned copy of Original Credential Certificate as mentioned in Sl.No.7,8,9 above.
- ix) Firm/ Company/Society Registration Certificate under Company Act (if any).
- x) Registered Deed of partnership Firm/ Article of Association & Memorandum (if any).
- xi) Valid bye laws (Registered Labour Co-Operative(s) or Engineers' Co.-Operative(s).
- xii) Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- xiii) List of machineries which the Contractor must arrange.(Section –B, Form IV).
- xiv) Financial Statement (Audited), applicable for the works costing **more than 1.0 crore** (Section -B, Form – II A / II B / II C).
- xv) Valid EPF Registration Certificate with updated challan. This is applicable for the works costing **more than 25.00 Lakhs** .
- xvi) Structure and Organisation (Section –B, Form III A).
- xvii) Duly Notarized Affidavit –“X” and Declaration –“Y”.

Note :- Failure of submission of any of the above mentioned documents will render the Tender liable to summarily rejected for PART-I, both Statutory & Non Statutory Cover.

A.6.2.2. Financial proposal (PART-II) :

- i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (Offering **Above / Below / At per**) online through Computer only in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

CHECKLIST FOR BIDDERS

Bidders are advised to upload scanned copies of original documents only. Uploading scanned copies from Photo/Xerox copies & illegible copies will not be accepted and NIT shall summarily be rejected.

Sl. No.	Name of the Documents to be uploaded (only for the cases where applicable)	Uploaded		Write the Submitted File Name
		Yes	No	
Technical Proposal (PART-I)				
1.	Prescribed Earnest Money.			
1.	Documents regarding the exemption of EMD as per Govt. Order.			
2.	NIT, Special Terms & Conditions, Special Specification in NIT etc.			
3.	Tender form No. 2911.			
4.	Letter Head containing pre qualification application (Section-B,Form-I)			
5.	PAN Card.			
6.	Up to date Professional Tax (PT) Certificate.			
7.	Valid GSTIN Certificate with <u>current GST return challan</u> .			
8.	Current Trade License Certificate.			
9.	Income Tax Return & Certificate for last 3 (three) Financial Years.			
10.	Audited Balance Sheet of last 5(Five) years <u>for the works costing more than 1.0 crore and above</u> .			
11.	Scanned copy of Original Credentials Certificate in the form of Work Order.			
12.	Scanned copy of Original Credentials Certificate in the form of Completion Certificate with Gross Bill Value.			
13.	Scanned copy of Original Credentials Certificate in the form of Price Schedule or BOQ of work.			
14.	Registration Certificate under Company Act.			
15.	Registered Deed with Bye Laws (For Partnership Firm).			
16.	Power of Attorney (For Partnership Firm / Private Limited Company).			
17.	Valid bye laws (Registered Labour Co-Operative(s) or Engineers' Co.-Operative(s)).			
18.	List of Machineries. (Sl.No.20, Section –B, Form IV, page-1)			
19.	Financial Statement (Audited), applicable <u>for the works costing more than 1.0 crore</u> (Section – B, Form – II A, page-1,2,3/II B/II C).			
20.	Valid EPF Registration Certificate with updated challan for the <u>works costing more than 25 lakhs</u> .			
21.	Structure and Organisation (Section –B, Form III A).			
22.	Duly Notarized Affidavit –“X” and Declaration –“Y”.			
23.	Duly Notarized Technical personnel (Civil Engineering Degree and Diploma Holder, ref. Sl.16) list and their detail with documents (Section –B, Form III B)			
24.	Deployment of Machineries /Plant/Equipment (Section –B, Form No. IV, page-3).			
25.	Experience Profile (Section –B, Form No. V, page-1,2)			
26.	Corrigendum, if any.			
Financial Proposal (PART-II)				
1.	Only downloaded copies Bill of quantities (BOQ) with Quote the Rate.			

Note: - Failure of submission of any of the above mentioned documents/Forms etc.(where applicable) with authenticate supporting papers as asked, will render the Tender liable to summarily rejected.

Uploading of non relevant /out dated documents will be considered a willful attempt to mislead/get into the Bid Evaluation Committee and will render the Tender summarily be rejected.

A.6.3. Bid Evaluation Committee (BEC)

Bid Evaluation Committee will continue to function for determination of technically and financially qualified bidders.

Opening & evaluation of tender : Earnest money amounting to 2% (two percent) of the estimated amount put to tender or Rs 10 lakh whichever is lower will have to be submitted online by all intending Tenderers.

Opening of Technical proposal : Technical proposals will be open by the CHIEF EXECUTIVE OFFICER, SJDA along with or his authorized representative electronically from the website stated in **Sl. 4** in this NIT using their Digital Signature Certificates (DSC).

- i) Intending bidders may remain present if they so desire in the Office of The Chief Executive Officer, Siliguri Jalpaiguri Development Authority, Himanchal Vihar, Near Passport Seva Laghu Kendra, Matigara-734010 , Dist. Darjeeling, West Bengal.
- ii) Cover (folder) **statutory documents** (vide Cl. No. **A.6.2.1, (AA)**) should be open first & if found in order, cover (folder) for **non statutory documents** (vide Cl. No. **A.6.2.1, (BB)**) will be opened. If there is any deficiency in the statutory documents the bid will summarily be rejected.
- iii) Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the Bid Evaluation Committee.
- iv) Uploading of the evaluated summary list of technically qualified bidders will be made.
- v) Pursuant to scrutiny & decision of the Bid Evaluation Committee the summary list of eligible bidder & the serial number of work for which their proposal will be considered & will be uploaded in the web portals.
- vi) During evaluation the Bid Evaluation Committee may summon any of the bidders & seek clarification / information or seek additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- vii) Shortfall notice may be served to the participant bidder/s to submit any historical document/s available to them which is/are per-existed at the time of the bid submission, if required to verify the submitted documents.

A.6.4. Tender Committee (TC)

In supersession of all the orders published earlier and as per UD&MA Department (T&CP Branch) Memo No.2311-UDMA-22012(99)/ 35/ 2022-ESTT-TCP SEC-Dept. of UDMA, Dated. 15-12-2022, Tender Committee comprising the following members will monitor tender related activities and scrutinize all the tender related documents along with the technical and financial evaluation process to ascertain whether all the basic principles of the Public procurement has been followed. Also will ensure that the necessary formalities as per guidelines issued by Finance Dept. from time to time have duly been observed by the Tender Inviting Authority.

- a) Chief Executive Officer, SJDA – Chairperson
- b) Asst. Executive Officer, SJDA – Vice-Chairperson
- c) Superintending Engineer/ Executive Engineer, SJDA – Member-Convenor
- d) Finance Officer, SJDA. – Member
- e) Tender-in-charge, SJDA – Member
- f) Officers nominated by DM, Darjeeling and DM, Jalpaiguri – Member
- g) Officers nominated by SDO, Siliguri & Jalpaiguri Sadar & Malbazar – Member

A.7. The CHIEF EXECUTIVE OFFICER, Siliguri Jalpaiguri Development Authority (Tender Accepting Authority) may refer the cases to this Tender Committee for its opinion regarding any clarification and implementation of GCC as well as NIT clauses.

A.8. Penalty for suppression / distortion of facts

Submission of false document by bidder is strictly prohibited & if found the bid will be considered as non-responsive and rejected with forfeiture of Earnest Money and action may be referred to the appropriate authority for prosecution as per relevant IT Act or debarment process be initiated as per General conditions of Contract clause 41.

A.9. Rejection of Bid

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

A.10. Opening of Financial Bid

A.9.1. Financial proposals will be opened by the Chief Executive Officer, SJDA, Siliguri along with his authorized representative electronically from the website stated in **Sl. 4** in this NIT using their Digital Signature Certificates (DSC).

A.11. Award of Contract

The Bidder who's Bid has been accepted will be notified by the Tender Accepting Authority. The notification of award will constitute the formation of the Contract.

AFFIDAVIT – “X”

**(To be furnished in Non–Judicial Stamp Paper of appropriate value duly notarized on
or after the date of publication of this e-NIT no. _____ of SJDA)**

1. I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted is proved to be false or concealed, the application may be rejected and no objection / claim will be raised by the undersigned.
2. The undersigned do hereby certify that neither me nor my firm _____
nor any of its constituent partners/member(s) of a Joint venture or consortium is under suspension/debarment of this Department till the date of participation on this NleT.
3. The undersigned also hereby certifies that neither our firm _____
nor any of its constituent partners have failed to executed more than one works contract under Siliguri Jalpaiguri Development Authority and terminated by any sub rule under Clause 3 of Tender Form No. 2911 or terminated under any clause of Standard Bidding Document by the Chief Executive Officer, Siliguri Jalpaiguri Development Authority during last 5 (*five*) years.
4. The undersigned would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
5. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
6. Certified that I have applied in the tender vide mentioned NleT of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job and also not applied more than 1 (one) work anywhere per set of required machineries.
7. The undersigned also hereby certifies that the Bid shall remain valid for a period not less than 120 (*one hundred twenty*) days, after the dead line date for Bid submission.
8. I / we do hereby certify that I shall bring all requisite technical personnel and /or plants/ testing machineries / equipment for all the items of works as per relevant IS / IRC codes of practice and as per BOQ and as per direction of the Engineer-in-Charge at the time of execution of work at site even if upon technical evaluation I am declared as “qualified” without having all the requisite technical personnel and /or plants/ testing machineries / equipment at the time of submission of tender.

Date:.....

.....
Signature, name and designation
of Authorised Signatory.

For and on behalf of.....
(Name of the Applicant)

DECLARATION –“Y”

(To be submitted in non-judicial stamp paper of appropriate value, duly notarised)

e-NIT no. _____ of SJDA

- I, the undersigned, declare that all the statements made in the attached documents in respect of mode of ownership of Plants/Machineries/T&P are true and correct.
- Certified that required specified machineries for the works under this NleT will be installed at the working site as per requirement of work and or within 30 (*thirty*) days (maximum) from the date of LOA / Work Order.
- The undersigned do hereby certify that neither me nor my firm _____ nor any of its constituent partners/member(s) of a Joint venture or consortium is under suspension /debarment of this Department till the date of Publication of this NleT. It is also certifies that neither our firm _____ nor any of its constituent partners have failed to executed more than one works contract under Siliguri Jalpaiguri Development Authority and terminated by any sub rule under Clause 3 of Tender Form No. 2911 or terminated under any clause of Standard Bidding Document by the Chief Executive Officer, Siliguri Jalpaiguri Development Authority during last 5 (*five*) years.
- The undersigned agrees that if any Suspension/Debarment Order is issued prior to the date of issue of Acceptance Letter/ Acceptance cum Work Order/ Work Order, the applicant shall be excluded from the bidding process and if issued after award of a Project/Contract to the applicant Bidder, the awarded Project/Contract shall be dealt with General Conditions of Contract rule.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the SJDA.
- Certified that I have applied in the Tender in the capacity of individual / as a partner of a firm and that I have not applied severally for the same job.
- Certified that I have access to or have available liquid assets (aggregate of working capital, Cash-in-Hand, uncommitted Bank Guarantees) and / or credit facilities not less than 10% of the estimated cost put to tender. In this respect, I have attached necessary documents with this application.
- I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein along with the drawing attached. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.
- I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.
- I, the under-signed, do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found / ascertain to be incorrect / fabricated /misrepresented / fraudulent etc., accordingly tender will be liable to be cancelled / terminated immediately & I / my firm / company shall also be liable to be prosecuted under section 197, 199 & 200 of Indian Penal Code, 1860 along with section- 71 & section -73 of Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money and/or Security Deposit and/or Additional performance Security.

Date:.....

.....
Signature, name and designation
of Authorised Signatory.

For and on behalf of.....
(Name of the Applicant/Firm with Seal)

SECTION – B

FORM –I

PRE-QUALIFICATION APPLICATION

To

The Chief Executive Officer,
Siliguri Jalpaiguri Development Authority,
Himanchal Vihar, near Passport Seva Kendra,
Matigara-734 010

Ref : - Tender for _____
_____ (Name of work) _____

N.I.T. No.: _____ of Chief Executive Officer, Siliguri Jalpaiguri Development
Authority, Pradhan Nagar, Siliguri.

Dear Sir,

Having examined the Statutory, Non statutory, Instruction to Bidders & NIT documents along with its Agenda & corrigendum, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of _____ In the capacity _____ duly authorized to submit the order.

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

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

We understand that:

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

Enclosures : e-Filling :-

- 1. Statutory Documents
- 2. Non Statutory Documents

Date:.....

.....
Signature, name and designation
of Authorised Signatory.

For and on behalf of.....
(Name of the Applicant)

N.B.: This application must be made in the Letter Head Pad of the firm in which application is made, clearly mentioning the address and contact number and email ID of the firm.

AUDITED FINANCIAL STATEMENT

[Information of Audited Financial Statement for the last year to demonstrate the current soundness of the Bidder's financial position]

e-NIT No.

Name of Bidder:

1. The Bidder's Net worth for the last year calculated as the difference between total assets and total liabilities should be positive.
2. Bidders, who meet the minimum qualification criteria, will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under :

Assessed Available Bid capacity = (A x N x 2 - B)

= Rs.

= Rs.

Where,

A = Maximum value of engineering work in respect of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as work in progress. The projects include turnkey projects / item rate contract / Construction works.

N = Number of years (i.e.year) prescribed for completion of the work for which Bids are invited.

B = Financial Liabilities of the bidder to be incurred for existing commitments and on-going works during the period of the subject contract.

Signature, Name and Designation
of Authorized Signatory

For and behalf of

.....
(Name of the Applicant)

Signature of Authorized Signatory of the Statutory Auditor's Firm

Name of the Signatory Auditor's Firm

Seal of the Audit Firm

(Signature, Name and Designation and **Membership no.** of Authorized Signatory)

FORM – II A

To calculate the value of "A"

- (i) A table containing value of Engineering Works in respect to Project (Turnkey project / Item rate contract / Construction works) undertaken by the Bidder during the last 5 years is as follows.

SL No.	Year	Value of Engineering Works undertaken w.r.t. Projects (Rs. in Lac)
1.	Year-1 (2024-25)	
2.	Year-2 (2023-24)	
3.	Year-3 (2022-23)	
4.	Year-4 (2021-22)	
5.	Year-5 (2020-21)	

- ii) Maximum value of project that has been undertaken during the F. Y. out of the last 5 years and value thereof is Rs.Lac. *Rupees*.....) only. Further, value updated to the price level of the year indicated in Table is as follows:
Rs.Lac x Updation Factor as per Table annexed.
= Rs.....Lac. (*Rupees*.....) only.

Table indication the factor for the year for updation to the price level is indicated as under.

Sl. No.	F.Y. / Calendar Year	Updation Factor
1.	Year-1 (2024-25)	1.00
2.	Year-2 (2023-24)	1.05
3.	Year-3 (2022-23)	1.10
4.	Year-4 (2021-22)	1.15
5.	Year-5 (2020-21)	1.20

- iii) Net worth for the last year of
..... (Name of the Company): Rs.....
Lac. (*Rupees*.....) only.

Signature, Name and Designation
of Authorized Signatory

For and behalf of

.....
(Name of the Applicant)

Signature of Authorized Signatory of the Statutory Auditor's Firm

Name of the Signatory Auditor's Firm

Seal of the Audit Firm

(Signature, Name and Designation and **Membership no.** of Authorized Signatory)

FORM – II A**To calculate the value of “B”**

A table containing value of all the existing commitments and on-going workings to be completed during the next _____ years (prescribed time for completion the works for which Bids are invited) is as follows:

Sl. No .	Name of Work / Project	Name of the Employer	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement / LOA with the Start date	Value of Contract as per Agreement / LOA	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Financial liability to incurring for the said work / project during the period of the subject contract
					Rs. _____	Rs. _____	Rs. _____	Rs. _____	Rs. _____
1	2	3	4	5	6	7	8	9	10

.....
Signature, name and designation
of Authorised Signatory.

For and on behalf of.....
(Name of the Applicant)

SECTION – B

FORM – II B

This is to certify that we have verified the consolidated financial statement of
.....(Name of the Firm in which application is made) having its Registered Office at of
.....
.....(address of the Firm).

Based on our examination of Books and Records and other documentary evidences we certify that the financial data of the company given in the balance sheets are detailed hereunder for the Financial year(s) as mentioned below are true and correct.

Sl. No.	Description	Financial Data for the last 5 audited Financial Years				
		2024-25	2023-24	2022-23	2021-22	2020-21
1	Net Worth (Calculated on the basis of capital, profit and free reserve available to the firm should be positive)					
2	Working Capital					
3	Annual Turnover (Civil Construction Work)					

Available Liquid Assets:

- | | |
|--------------------------------|-----------|
| 1. Working Capital | = Rs..... |
| 2. Uncommitted Bank Guarantees | = Rs..... |
| 3. Credit facilities | = Rs..... |
| Total Liquid Assets | = Rs..... |

Signature, Name and Designation
of Authorized Signatory

For and behalf of

.....
(Name of the Applicant)

Signature of Authorized Signatory of the Statutory Auditor's Firm

Name of the Signatory Auditor's Firm

Seal of the Audit Firm

(Signature, Name and Designation and **Membership no.** of Authorized Signatory)

N.B.: This form (i.e. Form-II B) must be made in the **letter head of the Auditor's Firm / Chartered Accountant Firm**, clearly mentioning the address and contact number of the firm & Date of Birth of the Chartered Accountant issuing the Certificate.

SECTION – B

FORM – II C

(Format for Credit Facility issued by the bank which is authorised to conduct Government business in West Bengal by Reserve Bank of India as notified by State Government from time-to-time and any other Bank which has been authorised by the State Government.)

Certified that we hereby undertake to declare that a **Credit Facility** of Rs.
.....shall be provided to the agency.....
.....(name of the agency) for the execution of the work.....
.....
.....(name of the work) (vide NleT No. _____ of SJDA of the
Chief Executive Officer, Siliguri Jalpaiguri Development Authority, if awarded by the competent authority/ Tender
Inviting
Authority.

.....
Signature of the Bank Authority

.....
Designation

.....
Counter Signed by the intending Bidder

.....
Code No.

SECTION – B

FORM – III A

STRUCTURE AND ORGANISATION

A. 1 Name of Applicant : _____

A. 2 Office Address : _____

Telephone No. : _____

Mobile No. : _____

Fax No. : _____

Email : _____

A. 3 Name and Address of Bankers : _____

A. 4 Attach an Organization Chart showing the structure of the Company with names of key personnel and technical staff with Bio-Data. : _____

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

Date:.....

.....
Signature, name and designation
of Authorised Signatory

For and on behalf of.....
(Name of the Applicant)

SECTION – B

FORM – III B

(To be furnished in Non-Judicial Stamp paper of appropriate value duly notarized on or after the date of publication of this this e-NIT no. _____ of SJDA)

List of Technical Personnel to be full time engaged/ appointed for the work_____

_____ (name of the work)
of Siliguri Jalpaiguri Development Authority.

Sl. No.	Name of the Technical Person/s	Qualification	Designation	Date of Joining	*PAN	Mobile No.	Remarks
1.							
2.							
3.							
4.							
5.							

I, on behalf of _____ (name of the Bidder) do hereby declare that the above information furnished by me are true to the best of knowledge and belief and shall be held responsible if any information is found incorrect in due course and the Department has got all right to take any action as deems fit.

Witness: _____

Date: _____

.....
Signature, name and designation
of Authorised Signatory.

For and on behalf of.....
(Name of the Applicant)

***N.B.:** Photocopy of the PAN of all the mentioned persons must be submitted (duly authenticated by the technical

person as well as by the agency).

SECTION – B

Page-1

FORM – IV

**DEPLOYMENT OF MACHINERIES /PLANT/EQUIPMENT FOR BITUMINOUS WORK/ CONCRETE WORK / BRIDGE WORK
AND AS PER REQUIREMENT OF THE TENDERED NIT NO. _____.
(in favour of owner/lessor)**

(Original document of own possession/ arranged through lease agreement with the owner by notorial Affidavit to be annexed)

All Plant, Machineries and Equipment should be in running condition.

Name of Plant/ Machines / Equipments as per required list in Sec-B, Form-IV, Page-2	Capacity	No(s)	Possession Status		Date of release, if Engaged (date must be within 30 days from the date of issue of Work Order)
			Idle	Engaged	

Add rows if required -

For each item of equipment the application should attach copies of
(i) Document showing proof of full payment,
(ii) Receipt of Delivery,
(iii) Road Challan from Factory to delivery spot, is to be furnished.

Date: _____

.....
Signature, name and designation
of Authorised Signatory.

For and on behalf of.....
(Name of the Applicant)

FORM – IV**MINIMUM PLANT / MACHINERY AND EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR AS PER REQUIREMENT OF THE TENDERED WORK; (for Bridge Work refer separate list of equipments)**

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant, machinery and mechanical equipment which the bidder must own or arrange through lease hold agreement:

SL. NO	TYPE OF MINIMUM PLANT/ MACHINERIES / EQUIPMENTS	OWNERSHIP/ LEASE HOLD TYPE (for Bituminous works & Concrete works)	MINIMUM CAPACITY	NO(s) of PLANT / MACHINERIES / EQUIPMENTS REQD. FOR THIS TENDERED WORK (as per requirement list of concern Div./Sub-Div.)
1	Mobile Hot Mix plant (Light Duty)	May Own / arrange through lease hold	4 – 6 TPH	N/A
2	Drum type Hot Mix Plant	May Own / arrange through lease hold	60-90 TPH (5 Bins for specific items)	N/A
3	Drum type Wet Mix Plant	May Own / arrange through lease hold	60-90 TPH	N/A
4	Hydrostatic Paver Finisher (with Electronic Sensor / Mechanical)	May Own / arrange through lease hold	Adequate capacity	N/A
5	Tandem Roller	May Own / arrange through lease hold	10 ton without vibration	N/A
6	Static Roller	Tenderer must own the equipment	8-10 ton static weight	1
7	Front end loader (JCB Dozer)	May Own / arrange through lease hold	Adequate capacity	1
8	Tripper Truck	May Own / arrange through lease hold	16 Ton- 22 Ton	N/A
9	Hydraulic / Mechanical Broom	May Own / arrange through lease hold	Adequate capacity	N/A
10	High pressure Road Cleaning Blower	May Own / arrange through lease hold	Adequate capacity	N/A
11	Mechanical Bitumen Sprayer	May Own / arrange through lease hold	Adequate capacity	N/A
12	Tar Boiler	May Own / arrange through lease hold	Adequate capacity	N/A
13	Mastic Cooker with accessories	May Own / arrange through lease hold	1000 Kg- 1500 Kg	N/A
14	Concrete batching Mix/ RMC plant	May Own / arrange through lease hold	Adequate capacity	1
15	Concrete mixer machine with hopper	Tenderer must own* the equipment	Minimum 7-10 cft per charge	1
16	Concrete Transit Mixer Truck	May Own / arrange through lease hold	Adequate capacity	2
17	Needle and Plate Vibrator	Tenderer must own* the equipment	Adequate capacity (25mm/38mm/50mm)	1 +1
18	Steel reinforcement Cutting & Bending machine	Tenderer must own* the equipment	Adequate capacity	N/A
19	Survey Equipments (level Machine with upto date Calibration certificate)	Tenderer must own* the equipment	Adequate capacity	1
20	Survey Equipments (Total Station with upto date Calibration certificate)	May Own / arrange through lease hold	Adequate capacity	N/A

Successful bidder will have to deploy other requisite machinery and equipment during execution of the work at site as per direction of the Engineer-in-Charge.

(*) In case of Estimated amount put to tender is less than 5.0 Lakhs, arrange through lease hold may be acceptable but the conditions of lease hold must be followed.

Cont. to Page-3

FORM – IV

For each item of equipment the applicant should attach copies of:-

- (i) Document showing proof of full payment,
- (ii) Receipt of Delivery,
- (iii) Road Challan from Factory to delivery spot, are to be furnished.

- Note: -
- 1) For leased plant & Machineries (wherever applicable), **registered/notarized agreement** is to be submitted. The agreement should mention existing commitments and on-going works taken up with those plants / machineries. More than one commitment with same plant / machineries will not be considered as eligible.
 - 2) Date of completion of existing commitment with the plant / machineries should be mentioned in the registered agreement.
 - 3) All Plant, Machineries and Equipment should be in running condition.

Chief Executive Officer
Siliguri Jalpaiguri Development Authority

SECTION – B

Page-1

FORM – V**Experience Profile**

Name of the Firm: _____

List of projects completed **that are similar in nature to the work** having more than 40% (30% in case of 2nd Call, 20% in case of 3rd Call) of the project cost executed during the last 5 (five) years from the date of this NleT No. _____ **of SJDA.**

Name & Address of the Tender Inviting Authority	Name of the Work with Tender No.	Amount put to Tender in Rs..	Percentage Rate Quoted for the work	Original Time Schedule		Actual Time Schedule		Reasons for delay in completion & Penal Clause imposed (if any)
				Start Date	Date of completion of work	Start Date	Actual Date of completion of work	

Date: _____

.....
Signature, name and designation
of Authorised Signatory

For and on behalf of.....
(Name of the Applicant)

SECTION – B

Page-2

FORM – V**Experience Profile**

Name of the Firm: _____

List of single running project which is **similar in nature of the intended job** & completed to the extent of 80% or more (75% in case of 2nd Call, 70% in case of 3rd Call) and value of which is not less than the value of 40% (30% in case of 2nd Call, 20% in case of 3rd Call) of the estimated amount put to tender of intended job during the last 5 (five) years from the date of this NleT No. _____ **of SJDA.**

Name & Address of the Tender Inviting Authority	Name of the Work with Tender No.	Amount put to Tender in Rs..	Percentage Rate Quoted for the work	Original Time Schedule		Actual Time Schedule		Reasons for delay in completion & Penal Clause imposed (if any)
				Start Date	Date of completion of work	Start Date	Actual Date of completion of work	

Date: _____

.....
Signature, name and designation
of Authorised Signatory

For and on behalf of.....
(Name of the Applicant)

SECTION – C

Special Terms and Conditions

C. 1. General :

Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications as mentioned in the Public Works Department Schedule of Rates for Road & Bridge Works (Volume –III), Schedule of Rates for Building Works (Vol –I), Schedule of Rates for Sanitary & Plumbing Works(Vol –II), Including Materials, Labour & Carriage in different districts of West Bengal for the working area with up-to-date agenda & corrigenda, as applicable for the working area of concerned Circle at the time of uploading of tender.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid schedules, relevant I.S. / I.R.C. Codes of practice or National Building Code in force at the time of uploading of tender will be considered for the appropriate working area. Latest edition of the book of name 'Specification for Road and Bridge Works' of the M.O.R.T. & H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works shall deem to constitute a part of contract under this NleT.

C. 2. Definition of “Engineer-in-Charge” and commencement of work:

The word “Engineer-in-Charge” means the Executive Engineer, Siliguri Jalpaiguri Development Authority of the concerned Division. The word “Department” appearing anywhere in the tender documents means Siliguri Jalpaiguri Development Authority, who have jurisdiction, administrative or executive, over part or whole of the works forming the subject matter of the tender or contract. The word “approved” appearing anywhere in the documents means approved by the Engineer -in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work will have to be taken up within specified time as mentioned in the work order. Failure to do so will constitute a violation of the contract stipulation as regards to proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

C. 3. Terms & Conditions in extended period:

As Clause 5 of West Bengal Form No. 2911 when an extension of time for completion of work is granted by the Chief Executive Officer, SJDA for valid reasons over which the contractor have no control, it will be taken as granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated up to the extended period.

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

All works are to be carried out in close co-operation with the Department and other contract(s) that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road/building users and occupants of the adjacent locality, *if any*. Arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

C. 5. Transportation arrangement:

The contractor will arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, *if required*, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have to arrange at his own initiative so that progress of work is not hampered and no claim whatsoever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by

road as necessary to complete the work without claiming any extra payment from Department in this regard. The contractor must consider this aspect while quoting rate.

C. 6. Contractor's Site Office:

The contractor will have to set up an office adjacent to the work as may be approved by the Engineer-in-Charge 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 contract, may be left or sent by post to such office or delivered to the contractor's authorised agent or representative. For such intimation to the contractor's site office, it will be deemed to the sufficient enough to be served upon the contractor.

C. 7. Incidental and other charges:

The cost of all materials, hire charges of Tools and plants, labour, Corporation / Municipal Fees for water supply, Royalty or road materials (*if any*), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling chargers, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of all taxes, all other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up 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 in this respect will be entertained.

C. 8. Authorised Representative of Contractor:

The contractor should not assign the agreement or sublet any portion of the work. The contractor, may however,

appoint and authorised representatives in respect of one or more of the following purposes only.

C. 8.1. General day to day management of work.

C. 8.2. To give requisition for Departmental materials, Tools & Plants etc., to receive the same and sign hand receipts thereof.

C. 8.3. To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken as accepted by the contractor. The selection of the authorised representatives will be subject to the prior approval of the Chief Executive Officer, SJDA and the contractor will in writing seek such approval of the Chief Executive Officer, SJDA giving therein the name of work, Tender No., the Name, Address and the attested specimen signature of the representative he wants to appoint and the specific NleT No. purposes as specified here-in-above, which the representative will be authorised for. Even after first approval, the Chief Executive Officer, SJDA may issue at any subsequent date, revised directions about such authorised representatives and the contractor will be bound to abide by such directions. The Chief Executive Officer, SJDA will 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. Power of Attorney:

The Provision of the power of attorney, *if any*, must be subject to the approval of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority. Otherwise the Department will not be bound to take cognizance of such of attorney.

C. 10. Extension of time:

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

C. 11. Contractor's Godown:

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown should be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo

or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately be removed from the site by the contractor as per directed of the Engineer-in-Charge.

C. 12. 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 the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority.

C. 13. Use of Government Land:

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

C. 14. Work Order Book:

The contractor will within 7 (seven) days of receipt of the order to take up the work, supply at his own cost one Work Order Book to Sub-Divisional Officer / Assistant Engineer concerned, who is authorised to receive and keep in custody the Work Order Book on behalf of the Engineer-in-Charge. The Work Order Book will be kept at the site of work under the custody of Sub-Divisional Officer / Assistant Engineer or his authorised representative. The Work Order Book should have machine numbered pages in triplicate. Directions or instructions from Departmental officers to be issued to the Contractor will be entered (*in triplicate*) in the Work Order Book (*except when such directions or instructions are given by separate letters*).

The contractor or his authorised representatives should regularly note the entries made in the Work Order Book and also record thereon the actions taken or being taken by him for complying the said directions or instructions on any relevant points relating to the work. The contractor or his authorised representative may take away the triplicate pages of the Work Order Book for his own record and guidance.

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

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

- C. 14.1. Name of the Work;
- C. 14.2. Reference to contract number;
- C. 14.3. Contractual rate in percentage;
- C. 14.4. Date of opening of the Work Order Book;
- C. 14.5. Name and address of the Contractor;
- C. 14.6. Signature of the Contractor;
- C. 14.7. Name & address of the Authorized representative (*if any*);
- C. 14.8. Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor;
- C. 14.9. Signature of the authorized representative duly attested by the Contractor;
- C. 14.10. Signature of the Sub-Divisional Officer / Assistant Engineer concerned;
- C. 14.11. Date of actual completion of work;
- C. 14.12. Date of recording final measurement;

Entries in C. 14.11. & C. 14.12. above shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the Sub-Divisional Officer / Assistant Engineer.

C. 15. Clearing of Materials:

Before starting any work, work site, wherever necessary, must be properly dressed after cutting clearing of all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structures or obstructions including some pipes in underground works, *if any*, must also be removed. All scars of construction should be obliterated and the whole site should be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. Total length (*in case of road project*) should be demarcated by proper chainaging with fixing 200 m post as per direction of the Engineer-in-Charge on both sides of the alignment and Bench Marking at desired locations as per direction of the Engineer-in-Charge. No separate

payment will be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

C. 16. Sundry Materials:

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-in-Charge 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 will have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite, Total Station etc. and other sundry material like pegs, strings, nails, flakes instruments etc. and also skilled labour required for setting out the levels, for laying out difference structures and alignment will also have to be supplied by the contractor at his own cost as per direction of the Engineer-in-Charge without any extra claim towards the Department.

C. 17. Supplementary / Additional items of Works:

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-in-Charge 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 will have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite, Total Station etc. and other sundry material like pegs, strings, nails, flakes instruments etc. and also skilled labour required for setting out the levels, for laying out difference structures and alignment will also have to be supplied by the contractor at his own cost as per direction of the Engineer-in-Charge without any extra claim towards the Department.

- C. 17.1. Rates of Supplementary Item(s) will be analysed in the 1st instant as far as possible from the rates of the allied items of works appearing in the tender schedule.
- C. 17.2. Rates of Supplementary Item(s) will be analysed to the maximum extent possible from the rates of allied items of works appearing in the Public Works Department Schedule of Rates (for Building / Sanitary & Plumbing Works) of probable items of work forming part of the tender document. Rates of SOR for the working area at the time of floating of NleT will be applicable.
- C. 17.3. In Case, additional items do not appear in the above Public Works Department Schedule of Rates, such items for the works will be paid at the rates entered in the Public Works (Roads) Department Schedule of Rates for the working area at the time floating of NleT.
- C. 17.4. If the Supplementary Item(s) cannot be computed even after application of clauses stated above, rates of supplementary item(s) will be analysed to the maximum extent possible from the rates of allied items of works appearing in the current PWD Schedule of Rates (for Building / Sanitary & Plumbing / Road Works) of probable items of work for the work area at the time of execution of work.
- C. 17.5. If the rates of the Supplementary Item(s) cannot be computed even after application of clauses stated above, the same will be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (*both together*) at 10% (*ten percent*) will be allowed only. In that case the contractual percentage will not be applicable. Contractual percentage shall only be applicable with regard to the portions of the analysis based on PWD Schedule of Rates as mentioned in Clauses C. 17.1., C. 17.2., C. 17.3 & C. 17.4. stated above only. It may be noted that the cases of supplementary items of claim will not be entertained unless supported by entries in the Work Order Book or any written order from the Tender Accepting Authority.

C. 18. Covered up works:

When one item of work is to be covered up by another item of work the later item should not be done before the formal item has been measured up and has been inspected by the Engineer-in-Charge or the Sub-Divisional Officer /Assistant Engineer, as the authorized representative of the Engineer-in-Charge and order given by him for proceeding with the later item of work. When, however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Sub-Divisional Officer / Assistant Engineer may do this inspection in respect of minor works and issue order regarding the later item.

C. 19. Approval of Sample:

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

C. 20. Water and Energy:

The contractor will have to arrange at his own cost, required energy for operation of equipments and machineries, for operating pump 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 the 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 the Department.

C. 21. Road open 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 to 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 the specific price schedule. The contractor will also have to indemnify the Department against consequences of any such injury or accident, if so happens and which, as per opinion of the Engineer-in-Charge is due to contractor's fault. Suitable road sign, as and where necessary, should be provided by the contractor at his own cost as per direction of the Engineer-in-Charge and will 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 should be done at the cost of the contractor without any extra claim towards the Department.

C. 22. Drawings:

All works should be carried out in conformity with the drawings supplied by this Department. The Contractor will 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. 23. 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 recovered from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.

C. 24. Unserviceable Materials:

The Contractor will have to remove all unserviceable materials, obtained during execution at a place as will be directed. The contractor should dress 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.

C. 25. 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 from the Department.

C. 26. 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. will be entertained under any circumstances.

C. 27. Charges and fees payable by contractor:

- C. 27.1. The contractor will have to 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 will keep the department indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or law.
- C. 27.2. The Contractor will save and indemnify the department from and against all claims, demands, suit and proceedings for or on account of infringement of any patent, rights, design, trade mark or name of other protected right 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. 28. 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. 29. Realisation of Departmental claims:

Any of sum money due and payable to the contractor (*including security deposit refundable to him/her*) 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. If the entire claim of Government is not appropriated by this way, claim for balance amount may be appropriated as per Public Demand Recovery Act.

C. 30. 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, Chief Executive Officer, Siliguri Jalpaiguri Development Authority may at his discretions, take necessary measure over the contract. The Contractor shall also make himself responsible 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 Chief Executive Officer, SJDA all the returns, particulars or date as are called for from time-to-time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Chief Executive Officer, SJDA may at his discretion take necessary measures over the contract.

C. 31. 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:

- C. 31.1. 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*);
- C. 31.2. 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. 31.3. 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;
- C. 31.4. 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. 32. 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 e-Tender.

C. 33. 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/her. 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. 34. 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.

C. 35. 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.

C. 36. 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 specification mentioned in the relevant Schedule of Rates for Building Works (Volume - I) , Sanitary & Plumbing Works (Volume - II), Road and Bridge Works (Volume- III) issued by Govt of west Bengal and 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. Besides this, he will carry out tests from outside Government Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests will have to be borne by the agency and that must be considered during quoting rate.

C. 37. Engagement of Technical Personnel :

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of work will intimate in writing to the Engineer in charge the Principal Technical representative and other technical representative for the work for approval in terms of clause 33 of 2911 . If no such technical representative(s) is /are effectively appointed or is effectively attending or fulfilling the provision of clause – 33 of 2911, a recovery (Non Refundable) shall be effected from the contractor as specified in the Schedule of “RECOVERY FOR NON ENGAGEMENT OF TECHNICAL PERSON” attached with this NleT. The decision of Chief Executive Officer, Siliguri Jalpaiguri Development Authority in this respect will be final and binding on the contractor.

C. 38. Site Condition:

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

C. 39. Preliminaries:

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

flank should be kept clear to the traffic from all obstructions and the surface should be properly cleaned and leveled as far as possible. Sign Boards / Direction Boards are to be erected at required points of specified size indicating in red letters on a white back ground as per direction of the Engineer-in-Charge, cost of which will have to be borne by the agency. Road barriers should be placed wherever the existing road surface is disturbed with proper road signs. During night, these should be provided with light, Night Guard / "Chowkidar" for watching the barrier etc. should also be maintained by the Contractor to give due warning to road users, especially at night.

C. 40. Specification for Road, Building, Sanitary & Plumbing Works & Ancillary Works and Quality Control Tests:

All works and all quality control tests should conform to specifications mentioned in the BOQ and in the NleT and in the relevant "PWD Schedule of Rates, Government of West Bengal read with relevant Corrigenda and Addenda/ relevant IS / IRC Codes of practice".

C. 41. 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 e-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. Agency has to complete different milestone as defined in "Schedule of Work" which is attached with this NleT.

C. 42. Procurement of materials:

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

C. 43. Rejection of materials:

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

C. 44. Implied elements of work in items:

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

C. 45. Damaged cement:

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

C. 46. Issue of Departmental Materials:

Departmental materials may be issued if considered in the relevant Estimate/ Rate analysis of the work.

C. 47. Forced Closure:

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

C. 48. Tender Rate:

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawings and designs prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those will 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. 49. Delay due to modification of drawing and design:

The contractor will not be entitled for any compensation for any loss due to delay arising out of modification of the drawing, addition & alterations of specifications, delay in issuance of drawings, etc.

C. 50. Additional Conditions:

A few additional conditions under special terms and conditions:

C. 50.1. Rate quoted will be inclusive of clearing site including removal of surplus (*both serviceable & unserviceable*) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

C. 50.2. Rate quoted will be inclusive of all Taxes.

C. 50.3. Display board (*Informatory*) of prescribed size and number is/are to be provided at starting and end chainage or in any suitable position of the work-site with aluminum/MS plate hoisted on steel tubular pipe/ angle post to a height of 2.0 Meter including fitting, fixing, painting, lettering etc. complete as per direction of the Engineer in Charge.

C. 50.4. The Contractor is to display caution board maintaining I.S. / I.R.C. norms at his own cost as per direction of the Engineer-in-Charge at the cost of the contractor.

- C. 50.5. Deep excavation of trenches left out for days should be avoided.
- C. 50.6. Labour Welfare CESS will be deducted @ 1% (*one percent*) of gross bill value as per rule, *if applicable*.
- C. 50.7. The whole work will have to be executed as per Departmental drawings available in this connection at the tendered rate.
- C. 50.8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

C. 51. Royalty:

The Contractor will have to comply the relevant rules and regulations and laws of the land in this regard.

C. 52. Night Work:

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons, the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatsoever in this respect will be made to the contractor.

C. 53. Working condition:

During execution of work, contractor will remain responsible for providing unhindered passage to traffic on road adjacent to site, providing lighting and guarding arrangement during night for safety and no extra cost will be paid on this account. Work may be required to be executed at night also. Accordingly sufficient lighting arrangement is to be made by the bidder and the cost of such arrangement shall be deemed to have been included in the rates of relevant items. It is to be noted that there will not be any electrical facility at work site. Bidder should make his own arrangement for water, necessary power of lighting, welding, running of pumps etc. and the cost for such arrangement shall be deemed to have been included in the rates quoted by the bidder.

C. 54. Procedure for suspension and debarment of suppliers, contractors and consultants:

The procedure enumerated in Clause No – 41 of Printed West Bengal Form No -2911 will be applicable in this respect .

- C. 55. The delegation of power as enumerated in PWD order No – 6754-PW/L&A/2m-312 /2017, dated 18.12.2017 would be valid for execution of Excess and Supplementary works .

- C. 56. Strict implementation of direction for preventive measures need to be taken to **Control Air Pollution by**

Contractor:

(As per memo no. 1M-21/2017/06-R/W(N), Dated 16/06/2017 of the Joint Secretary, Projects & Coordination, Public Works Department (Roads Wing), Work Branch, Government of West Bengal and Siliguri Jalpaiguri Development Authority will follow the same direction.)

C. 56.1. Preventive measures to be taken:

- C. 56.1.1. Wrapping of construction area / buildings with geotextile fabric, installing dust barriers, or other actions, as appropriate for the location.
- C. 56.1.2. Applying water and maintain soil in a visible damp or crusted condition for temporary stabilization.
- C. 56.1.3. Applying water prior to leveling or any other earth moving activity to keep the soil moist throughout the process.
- C. 56.1.4. Limiting vehicle speeds to 15 mph on the work site.
- C. 56.1.5. Cleaning wheels and undercarriage of haul trucks prior to leaving construction site.
- C. 56.1.6. Applying and maintaining dust suppressant on haul routes.
- C. 56.1.7. Applying a cover or screen to stockpiles and stabilize stockpiles at completion of activity by water and maintain a dust palliative to all outer surface of the stockpiles.
- C. 56.1.8. Stabilizing surface soils where loaders, support equipment and vehicles should operate by using water and maintain surface soils in stabilized condition where loaders, support equipment and vehicles will operate.
- C. 56.1.9. Stabilizing adjacent disturbed soils following paving activities with immediate landscaping activity or installation of vegetative or rock cover.
- C. 56.1.10. Maintaining dust control during working hours and clean track at the end of the work shift / day.
- C. 56.1.11. Stabilizing sloping surfaces using soil binders until vegetation or ground cover can effectively stabilize the slope.
- C. 56.1.12. Disposal of debris in consultation with the local authorities following proper environmental management practice.
- C. 56.1.13. During construction work, including cutting of marbles, ambient noise level should not exceed more than 65 dB(A).

C. 56.2. Preventive measures to be taken:

- C. 56.2.1. Disposal of debris indiscriminately.
- C. 56.2.2. Allowing the vehicles to run at high speed within the work site.
- C. 56.2.3. Cutting materials without proper dust control / noise control facility.

- C. 56.2.4. Keeping materials without effective cover.
- C. 56.2.5. Allowing access to the work area except workers to limit soil disturbance. Access may be prevented by fencing, ditches, vegetation, berms or other suitable barrier.
- C. 56.2.6. Leaving the soil, sand and cement stack uncovered.
- C. 56.2.7. Keeping materials or debris on the roads or pavements.
- C. 56.2.8. Burning of old tyres in hot mix plant as a fuel during construction and repairing of the roads for melting Coal tar. Regular report regarding compliance of the directions i.e. preventive measures to be taken and practices to be discarded need to be furnished to Engineer in Charge as per frequency to be decided by Engineer in Charge.

C . 56.3 Specification for Road Furniture

- C.56.3.1 All road marking indicated in BOQ of work should conform to Code of Practice for Road marking (2nd Revision) IRC:35-2015 & All road signage indicated in BOQ of work should conform to Code of Practice for Road Sign : IRC-67-2012
- C.56.3.2 As per IRC: 67 – 2012 , Table 6.2 Suggested Guideline for usage of Retro Reflective sheeting should be as follows for the work --
- For Expressway ,National Highway & State Highways , class of sheeting should be Class – C and type of sheeting (ASTM) should be Type- XI
 - For City Roads , Major District Road , Ordinary District Road & Village Road, class of sheeting should be Class – B and type of sheeting (ASTM) should be Type –IV
- C. 56.3.3 As per IRC: 67 – 2012 , Table 8.3 Colour pattern for direction Information signs should be as follows for the work –

Road Type	Background	Arrow/Border/letter
Expressway	Blue	White
National highway (NH)	Green	White
State Highway (SH)	Green	White
Major District Road (MDR)	Green	White
Other District Road (ODR)	White	Black
Urban/City Road	Blue	White

- C. 56.3.4 All Road Delineator should be of Type – IV .
- C. 56.3.5 **Warranty for class B and Class C sheet of Cautionary/Mandatory/Informatory sign board should be as follows ---**
- Class B (Type- IV) High Intensity micro-prismatic grade sheeting –HIP) & Class C (Type-IX Micro Prismatic grade sheeting) shall have 7-years written warranty from the manufacturer and authorized distributor/convertor issued for field performance including screen printed areas and cutout sheeting and cut-out durable transparent overlay film and this warranty certificate in original should be submitted to the Engineer in Charge by the contractor/Supplier
 - The contractor shall produce the written warranty from the manufacturer and authorized distributor/Convertor , else 20 % of single item amount shall be deducted from his first Running account bill.
- C.57 Completion Drawing : The successful agency must submit as built drawing of the completed bridge along with its approaches before submission of final bill. In case of non submission of as built drawing a payment of Rs. 2.5 Lakh will be deducted from the bill of the Agency.

SCHEDULE OF WORK

(See Clause 5 of Printed West Bengal form No 2911(ii))

Milestone	Date of Occurrence of Milestone	Financial Value of Work to be completed within 15 days of occurrence of Milestone
Work Milestone-I	Date falling on 1/4 th (one Fourth) of total time of completion	Not less than 15% (Fifteen percent) of the Contract Price.
Work Milestone – II	Date falling on 2/4 th (two Fourth) of total time of completion	Not less than 40% (Fifteen percent) of the Contract Price.

Work Milestone – III	Date falling on 3/4 th (Three Fourth) of total time of completion	Not less than 60% (Fifteen percent) of the Contract Price.
Schedule Completion	On or Before Scheduled Completiondate	100% (hundred percent) of the Contract Price.

SCHEDULE OF RECOVERY FOR NON ENGAGEMENT OF TECHNICAL PERSON

(See Clause 33 of Printed West Bengal form No 2911(ii))

Recovery Schedule (Non Refundable) for Non engagement of Technical Representative in the work will be as follows:

(It will be strictly followed for the Tenders related with Bituminous Plant works, Bridge/ Culvert/ RCC & Steel frame structures and Projects of Importance)

Sl No.	Category of Technical Person	Amount of Recovery (Non Refundable) per day in Rupees
1	Principal Technical Person (must have BE /B.Tech/ B.Sc Engg or Equivalent in Civil/ Electrical Engineering.	1000/- (Rupees One Thousand Five Hundred Only)
2	Other Technical Person (must have Diploma in Civil /Electrical Engineering or Equivalent .	750/- (Rupees Seven Hundred and fifty only)

Chief Executive Officer
Siliguri Jalpaiguri Development Authority

Memo No: 577/ iv/ iv/ Engg/ 07/25/SJDA

Dated: 19.09.2025

Copy with request to display in their Notice Board :

1. The Addl. Secretary, U.D. & M.A. with a kind request to publish the matter attached herewith in official website of the Department.
2. District Magistrate, Darjeeling.
3. District Magistrate, Jalpaiguri.
4. Chairman, Jalpaiguri Municipality, Jalpaiguri.
5. Addl. Executive Officer, Siliguri Mahakuma Parishad.
6. Commissioner, Siliguri Municipal Corporation.
7. Secretary, Jalpaiguri Jilla Parishad, Jalpaiguri.
8. AEO, Siliguri Jalpaiguri Development Authority, Siliguri for uploading in SJDA website.
9. Addl. Chief Engineer, Siliguri Jalpaiguri Development Authority
10. Addl. Chief Engineer, Municipal Engineering Directorate, Siliguri.
11. Superintending Engineer, PW (Roads), SHC-IV, Shaktigarh, Siliguri.
12. Executive Engineer, Northern Circle, PWD, Jalpaiguri.
13. Executive Engineer, North Bengal Development Department, H. C. Road, Siliguri.
14. Executive Engineer, North Bengal Construction Division, PWD, Siliguri.
15. Executive Engineer, Siliguri Jalpaiguri Development Authority Div-I/ Div-II / Div-III
16. D.I.O., NIC, Siliguri for uploading in official website.
17. Notice Board, Siliguri Jalpaiguri Development Authority, Siliguri.
18. Notice Board, Siliguri Jalpaiguri Development Authority, DCRPD Building, Near Sadar Hospital, Jalpaiguri.

Chief Executive Officer
Siliguri Jalpaiguri Development Authority