

Ref: ITI/MSP/MM/Inf-IT Dev./MOS-MA-ME/04



ITI Ltd. , MSP , Kolkata
(A Govt. of India Undertaking)
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Material Management Department
NOTICE INVITING E-TENDER NO-4 of 2020-21

NOTICE INVITING e-TENDER No-4

Notice Inviting e-Tender for “Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad” work details in the table below.

<u>Sl. No.</u>	<u>Description</u>	<u>Estimated Cost (Rs.)</u>	<u>Earnest Money (Rs.)</u>	Price of Technical & Financial bid and other annexure	Period of Completion
1	Various Development work at the Field of Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	9156012.00	183120.24	NIL	6 Months
2	Construction & Decoration work of Mid-day Meal Hall at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	1803898.00	36077.96	NIL	6 Months
3	Construction of New Annex Building 1 (G+5) at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	146888117.00	2937762.35	NIL	6 Months
4	Construction of new Annex Building 2 (G+1) at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	10110793.00	202215.86	NIL	6 Months

5	Construction of Pathway by Paver Block work at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	2737412.00	54748.25		6 Months
6	Plantation & Beautification Work at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	569946.00	11398.92		6 Months
7	Renovation of Total School Building of Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	13246378.00	264927.57		6 Months
8	Sal Bullah Piling work at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	3539188.00	70783.75		6 Months
9	Construction of new proposed stage at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	3120976.00	62419.51		6 Months
10	Supply, Erection, fitting and fixing of 12.5 Mtr High Mast with LED flood lights at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for	1,877,298.00	37545.96		6 Months

	the year 2020-21				
11	Supply, Installation and commissioning of CCTV Camera for outdoor / indoor purpose at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	1,225,438.00	24508.76		3Months
12	Construction of New Water ATM at Bhabta Hasina Memorial Girl's High Madrasah, Bhabta , Beldanga, Murshidabad, under Minority Grant for the year 2020-21	1117784.00	22355.69		6 Months

NOTE: The details list, Technical Speciation & BOQs are available in the Annexures. The Bidders can quote for any one or more than one. However, bidding evaluation will be done separately against each Account.

Hard copy of all technical bids along with EMD should be submitted before 24 Hours of Online tender submission end date & time.

ITI will not consider any or all of the bids if they are not meeting Tender/ EOI requirements. However, clarification in this regard, if required, will be given. The interested SIs may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the following officials: -

- 1) **Shri B.C. Bairagya, Chief Manager (Mktg. & MM), Phone No: 033-2212-6532/90024-87827,**
- 2) **Sh. D. Manna, DGM (P&S), Phone No: 9433130395.**

Methodology for submission of EMD: The process of deposit of Earnest Money through offline instruments like bank Draft, pay Order etc. stopped for e-tender procurement as per G.O. Finance Department vide Memo No. 3975-F(Y) dt. 28.07.2016. Necessary earnest Money @ 2% will be deposited by the bidder electronically online through his net banking enabled bank account, maintained at any bank or offline through any bank by generation NEFT/RTGS challan from the e-Tendering portal. Intending bidder will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per Beneficiary Name & Account No., Amount, Beneficiary Bank Name (ICICI Bank) & IFSC Code and Procurement Reference Number. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement site. Bidders are also advised to submit EMD of their bid, at least 3(three) working days before the bid submission closing date as it requires time for processing of Payment of EMD. Bidders eligible for exemptions of Earnest Money(EMD) have to select exempted: Yes and then upload the Undertaking / exemption G.O. MSME ,SSIL registered agency eligible for exemption of EMD.

Refund / settlement process of EMD [as per order no- 3975-F(Y) Dated-28/07/2016 of Finance Dept , Govt. of W.B.] i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-procurement portal, the tender inviting authority will process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bids is uploaded to the e-procurement portal by the tender inviting authority.ii. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders 'bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process successfully. If the L1 bidder accepts the LOI and the same is processed electronically in the e- procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract(AOC) to the L1 bidder is uploaded to the e-procurement portal by the tender inviting authority .iii. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal a) EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443 -00-103-001- 07" through GRIPS along with the bank particulars of the L1 bidder. b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder. In both the above cases, such transfer will take place within T+1 Bank working Days where T will mean the date on which the Award of Contract (AOC) is issued. iv) The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.

v. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head “007060 - 800-013-27” through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://itilimited.euniwizarde.comTender> documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in the NIT. The **FINANCIAL BID** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the ‘Tender Evaluation Committee’ formed by the **ITI Limited, MSP-Kolkata**. The decision of the ‘Tender Evaluation Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

Eligibility criteria for participation in the tender.

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

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

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 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.

N.B.:- 1. Payment Certificate will not be treated as Credential.

2. Credential certificate with work order 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 work will be taken as credential.

3. The credential certificate for completed works should contain (a) Name of work (b)The name of client, (c)Estimated amount put to tender,(d)Scheduled month and year of commencement and completion as per work order,(e)Actual Date of Completion of work, (f) Gross bill amount of the completed work/ executed value of running work and detail communicational address of client must be indicated in the Credential Certificate.

In Completed Works detail communication address of the Client must be indicated in the Credential Certificate.

i. Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan, of last assessment year, for the year 2019-2020, Pan Card, G.S.T Registration Certificate, Valid Trade License accompanied with the Technical Bid Documents.

ii. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (*five*) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.)

iii. The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one civil engineering degree holder and one civil engineering diploma holder for civil works for execution of works (Authenticated document shall be furnished)..

v. In case of Proprietorship, Partnership Firms and Company, Tax Audit Report in 3CD Form are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant's name in such enclosure will be entertained.

vi. The prospective bidders should own or arrange through lease hold registered agreement, the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted.

vii. Registered Partnership Deed for Partnership Firm only along with Power of Attorney duly registered is to be submitted. The company shall furnish the Article of Association and Memorandum.

viii. Registered Labour Co-operative Societies and unemployed Co-Operative societies are required to furnish valid Bye Law, last three years statutory Audit Report authenticated by A.R.C.S. along with Tax Audit Report in 3CD Form are to be furnished along with the Balance Sheet and Profit and Loss Account, Minutes of last A.G.M. , valid certificate

from A.R.C.S. along with other relevant supporting papers.

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

- x. A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.
- xi. Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.
- xii. Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.
- xiii. The prevailing safety norms has to be followed so that LTI [Loss of Time due to Injury] is zero

- xiv. The Engineer In Charge(EIC) of this scheme is Executive Engineer of this department.
- xv. Regarding any discrepancy of drawing & B.O.Q decision of Executive Engineer of this department will be the final.
- xvi) Bank solvency certificate for the amount more than the estimated cost of the respective work with NIT no issued by Branch Manager from any nationalized bank.
- xvii) The bidder must be submitted of cash credit limit of 90% of total tender value from any Nationalised bank issued by Branch Manager indicated to the NIT No.
- xviii) Submitted the bid capacity of the bidder properly.

1) Running payment for work may be made by the M/s ITI Limited to the executing agency as per availability of fund after duly recommendation of EIC .

Adjustment of price vide notification no. 23-CRC/2M-61/2008 dated: 13/03/2009 and no. 38- CRC/2M-61/2008 dated: 20/04/2009 in respect of construction materials shall not be applicable. The bidders shall quote their rate accordingly.

No mobilization advance and secured advance will be allowed.

Security Deposit: Security deposit @ 8 % of the value of work will be deducted from each progressive Bill. The earnest money will form part of the Security Deposit. No interest will be paid on Security Deposit.

Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.

Necessary deduction towards G. S. T, Income Tax, Labour Welfare Cess etc. as per Government norms .
Constructional Labour Welfare CESS @ 1% (*one percent*) of cost of construction will be deducted from every Bill of the selected agency.

Bid shall remain valid for a period not less than 180 (*one hundred eighty*) days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Published Date	26.02.2021 .
2	Tender Closing Date & Time	23.03.2021 18:00
3	Opening Date & Time	25.03.2021 12:00

Refund of Security Deposit will only be made on the pro-rata basis i.e. release of such security deposit to the tune of 30% on expiry of 1st year (from date of completion of the work), another 30% on expiry of 2nd year & rest 40% on expiry of 3rd year. Hence Cl No. 17 of 2911(ii) is hereby superseded.

In cases of Refunding and Releasing of 100% 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:

EARNEST MONEY AND SECURITY DEPOSITS: Security deposit will be 10% of the contract value. Performance guarantee submitted by the contractor will be 2% of the contract value, balance 7% will be recovered from the running account bills.

2.12.1 THE EARNEST MONEY, PERFORMANCE GUARANTEE AND SECURITY DEPOSITS:

- a. Earnest Money Deposit (EMD) as per Tender.
- b. The bid will be rejected by ITI Ltd. as non-responsive and shall not be considered in case EMD is not received.
- c. The EMD of bidders other than L-1 will be returned within 15 days on their request after issuance of LOA to the successful bidder.
- d. The successful bidder will have to submit a 2% Bank Guarantee as Performance guarantee which shall be submitted within 15 days of issue of Letter of Intent.
- e. Bank Guarantee may be forfeited:
- i. The bidder withdraws the bid after bid opening during the period of validity.

- ii. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - iii. Non acceptance of LOA if and when placed.
 - iv. In the case of a successful bidder, if the bidder fails to sign the Agreement with in the 15 days from the date of issue of LOA or fails to commence the work within the stipulated time period prescribed in the contract.
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- 1. The Bank Guarantee BG amount 2% of the awarded value of the work order after issue of LOI
 - 2. will be issued by a Scheduled Commercial Bank in favour of the ITI Limited, Kolkata on behalf of the contractor;
 - 3. The Bank Guarantee will remain valid for the Defect liability period/Security period as per contract of the work.
 - 4. The Bank Guarantee will be submitted as per Format attached in NIT. ITI Limited, Kolkata would obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
 - 5. 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:
 - I. 30% of the same after expiry of 1(one) year from the date of issuance of completion certificate of work.
 - II. Further 30% of the same after expiry of 2(Two) years from the date of issuance of completion certificate of work.
 - III. The balance 40% of the same after expiry of 3(Three) years from the date of issuance of completion certificate of work.

Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be

entertained.

The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender.

Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in ‘**Instructions to Bidders**’ stated before tendering the bids.

Conditional / Incomplete tender will not be accepted under any circumstances.

The intending tenderers are required to quote the rate in online.

Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.

During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice and the necessary penal action will be taken as per Order No. 547-W(C)/1M-387/15 Dated 16th November, 2015 of the Joint Secretary to the Government of West Bengal, Pwd.

The **ITI Limited, Kolkata** reserves the right to cancel the N.I.T. at any stage before issuance of AOC due to unavoidable circumstances and no claim in this respect will be entertained.

If there be any objection regarding prequalifying the Agency that should be lodged to **ITI Limited, Kolkata** of Tender Evaluation Committee within 2 (*two*) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.

Before issuance of the WORK ORDER, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.

Tender inviting and Accepting Authority through a “Tender Evaluation Committee” will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

- 1) Financial Capacity
- 2) Technical Capability comprising of personnel & equipment capability
- 3) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned above and the declaration executed through

ITI LIMITED

Signature of the bidder

prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice

Escalation of Price on any ground and consequent cost over run shall not be entertained under any circumstances. Rates should be quoted accordingly.

No price preference and other concession will be allowed.

Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or

partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such tender.

The power of attorney shall have to be registered in accordance with the provisions of the

Registration Act,1908.”

The Contractor has to submit the work programmed i.e. Bar Chart at the time of making formal agreement.

The Contractor undertakes to have the site clean, free from all surplus materials, rubbish etc upto the satisfaction of the Engineer in-charge. All surplus materials , rubbish, etc will have to be removed to the places fixed by the Engineer in-charge and nothing extra will be paid upto a lead of 75 mtr. From the work site.

A Bid for which quoted percentage rate, is lower than 15% of the provided price schedule rate, the bid will be considered as unbalanced bid. Moreover no bid will be accepted for which quoted percentage rate is more than the provided price schedule rate.

Opening of Tenders :

1. Technical Bid will be opened on by the **ITI Limited, Kolkata** in presence of the available Tenderers on their authorized representatives .and Evaluate by the Tender Committee formed by ITI LTD.
2. All participating tenderer are requested to remain present at the time of opening of Technical Bid and Financial Bid. No objections will be made entertained raised by any participant who will not be present during opening of tenders.
3. After Evaluation of technical bid, then financial bid will be opened notified later.

**AGM –MSP(EZ)
ITI Limited- Kolkata**

SECTION - A
INSRUCTION TO
BIDDERS

General guidance for e-Tendering:

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

It is expressly understood and agreed by the bidders that the bidders are entering into this tender solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed between the bidders that the Government of India is not a party to this tender and has no liabilities, obligations or rights hereunder. It is hereby expressly understood and agreed that Company-ITI is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. Company-ITI represents and bidder expressly agrees, acknowledges and understands that Company- ITI is not an agent, representative or delegate of the Government of India. It is further understood and agreed by the bidders that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the tender. Accordingly, bidders hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this tender and covenants not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising from this tender.

ITI Ltd ewizard Special Instruction to Bidders

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://itilimited.euniwizarde.com> The link of e-procurement portal is also given on our official portal i.e_www. <https://itilimited.euniwizarde.com> under TENDER TAB._

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e Nivida Portal may be obtained at:

<https://itilimited.euniwizarde.com>

GUIDELINES FOR REGISTRATION:

ITI LIMITED

Signature of the bidder

1. Bidders are required to enrol on the e-Procurement Portal <https://itilimited.euniwizarde.com> or click on the link “**Bidder Enrolment**” available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn/ nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id helpdeskeuniwizarde@gmail.com for activation of account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective ‘requested’ Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to
- ITI LIMITED** **Signature of the bidder**

be submitted as part of the bid.

- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST,Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- 5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

SUBMISSION OF BIDS

- 1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by ITI LTD.
- 3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount 2% of the awarded value of the work order after issue of LOI
- 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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- 6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using ewizard Portal:

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact ewizard Helpdesk (as given below) for any query related to e-tendering.			
Kumar Prakash	Project Coordinator	Kolkata	8448288985
Farhan Alvi	Project Coordinator	Mumbai	8448288992
Anshuman Thakur	Project Coordinator	Delhi	9355030616
Anil Kumar	Project Coordinator	Shillong	9355030613
Sanjeet Kumar Jha	Project Coordinator	Delhi	8448288990
Mohd Tanweer Alam	Project Coordinator	Aligarh	9355030610
Navnit Kumar	Project Coordinator	Patna	8448288986
Rahul Singh	Project Coordinator	Patna	8448288982
Abhishek	Project Coordinator	Patna	8448288984
SK Tariq Anwar	Project Coordinator	Durgapur	9355030608
Navneet Mishra	Project Coordinator	Delhi	9355030630
Amrendra Kumar	Project Coordinator	Delhi	8448288980
Abhishek Kumar	Project Coordinator	Delhi	9355030617

Rahul Gupta	Project Coordinator	Delhi	9355030606
Birendra Kumar Suman	Project Coordinator	Delhi	8448288988
Akshay Kumar	Project Coordinator	Chandigarh	9355030623
Dipak Kumar Jha	Project Coordinator	Dhanbad	8448288981
Sidharth Ghosh	Project Coordinator	Kolkata	9355030604

i. 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://itilimited.euniwizarde.com> the contractor isto click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC):

Each contractor is required to obtain a Class-III Digital Signature Certificate with Encryption (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

iii. The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

iv. Submission of Tenders:

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

Technical Proposal:

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

NIT with Special terms & conditions and specification of works.

(b). Non-statutory Cover Containing the following documents:

Professional Tax (PT) deposit receipt challan for the financial year 2019-20, Pan Card, IT, Saral for the Assessment year 2018-19, GST Registration Certificate.

- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm / Article of Association & Memorandum.
- iv. Power of Attorney (For Partnership Firm / Private Limited Company, if any) duly registered.

- v. Statutory audit report or Tax Audited Report in 3 CD/ 3 CA form along with Balance Sheet & Profit & Loss A/c. for the last 5 (five) years (year just preceding the current Financial Year will be considered as year – I)

Section A

- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Operative Society (ARCS), bye laws are to be submitted by the Registered Labour Co-Operative Society / Engineers’ Co-Operative Society.

List of machineries possessed by own / arranged through notary lease hold agreement along with authenticated copy of invoice, challan & waybill.

- vii. List of Technical staffs along with structure & organization .

viii. Financial Statement

Necessary affidavit may be done against the same have to be submitted along with the tender.

- . Scanned copy of Original Credential Certificate as stated of N.I.T. shall have to submit (on line).

- ix. Affidavits (Ref:- format for general affidavit shown in “X” & “Y”, Section - B)

- x. Certificate of revolving line of credit by the Bank (if required).
 - i. N.B.: Failure of submission of any of the above mentioned documents as stated in NIT. may render the tenderer liable to be rejected for both statutory & non statutory cover.

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

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

SI N	Category Name	Sub- Category	Detail(s)
A.	Certificate(s)	Certificate(s)	GST Registration Certificate & Acknowledgement. PAN. P Tax (Challan) (2019- 20

Section A

B.	Company Detail(s)	Company Detail	Proprietorship Firm (<i>Trade License</i>) Partnership Firm (<i>Partnership Deed, Trade License</i>) Ltd. Company(<i>Incorporation Certificate, Trade License</i>)Society (<i>Society Registration Copy, Trade License,</i>
C.	Credential	Credential	Completion certificate or Credential certificate for executed amount of completed work from competent authority which is applicable for eligibility in this tender.
D.	Equipment	Machineries	Declaration of equipments as per Document
E.	Financial (Information)	Work in hand	<input type="checkbox"/> Financial Statement (Section – ‘B’, FORM-II) <input type="checkbox"/> Affidavits – X and Affidavits - Y. <input type="checkbox"/> Certificate of revolving line of credit by the Bank.
		Profit & Loss A/c. and Balance Sheet for the financial year 2017- 2018.	Profit & Loss A/c. and Balance Sheet (with Annexure and 3 CD form in case of Tax Audit)
		Profit & Loss A/c. and Balance Sheet for the	Profit & Loss A/c. and Balance Sheet (with Annexure and 3 CD form in case of Tax Audit)
		Profit & Loss A/c. and Balance Sheet for the financial year 2018- 2019.	Profit & Loss A/c. and Balance Sheet (with Annexure and 3 CD form in case of Tax Audit)
		Profit & Loss A/c. and Balance Sheet for the	Profit & Loss A/c. and Balance Sheet (with Annexure and 3 CD form in case of Tax Audit)
		Profit & Loss A/c. and Balance Sheet for the financial year 2019- 2020.	Profit & Loss A/c. and Balance Sheet (with Annexure and 3 CD form in case of Tax Audit)
F.	Man Power	Technical Personnel	List of Technical Staffs along with Structures enclosed this NIT Organization (<i>as per N I T</i>)

Tender Evaluation Committee (TEC)

Opening & evaluation of tender:

Opening of Technical Proposal:

Technical proposals will be opened by the **ITI Limited, Kolkata** and his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

Intending tenderers may remain present if they so desire.

Section A

Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

encrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

summary list of technically qualified tenderers will be uploaded online.

Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

During evaluation the committee may summon of the tenderers & seek clarification / information or 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.

Financial Proposal

- 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 (Presenting Above / Below / At per) online through computer in the space marked for quoting rate in the BOQ.
- J. Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.T. to be derived from the information furnished in (Section - B) i.e., Application for Pre- qualification & Financial Statement. If an applicant feels that his / their Working Capital beyond own resource may be insufficient, he / they may include with the application a letter of guarantee issued by a nationalized bank / authorize bank of **RBI** to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting / Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Engineer-in-Charge / Employer.

The audited Balance sheet for the last 3(*three*) years, net worth, bid capacity, etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing long term profitability including an estimated financial projection of the next two years.
- III. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.
- IV. Penalty for suppression / distortion of facts:
 - a. If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission

Section A

of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

- V. Rejection of Bid:
 - a. Employer reserves the right to accept or reject any Bid and 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 or

Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer’s action.

VI. Award of Contract

- a. The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance.
- b. The notification of award will constitute the formation of the Contract.

Section B

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

Sl. No.	Name of Work /Project	Nameof the Employer	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement/ L OA with the start date	Value of contract as per Agreement/L OA (Rs.)	Value of work completed (Rs))	Balance valueof work to be Completed (Rs.)	Anticip ated date of complet ion	Financial liability to incurred for the said work/pro ject during the period of the subject
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)

Note :

1. All the documents to be submitted in support of Annexure-A must be duly signed and sealed by the applicant/bidder and authenticated by Statutory Auditor’s firm. _____

-

SECTION –
B
AFFIDAVIT-
X

(To be furnished in Non – Judicial Stamp paper

<i>Work in progress</i>				<i>Work order issued but work not started</i>		
<i>Sl. No.</i>	<i>Name of the work with Tender No.</i>	<i>Estimated Amount</i>	<i>% of work executed</i>	<i>Sl. No.</i>	<i>Name of the work with Tender No.</i>	<i>Tendered Amount</i>

of appropriate value duly notarized)

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date: _____

SECTION – B

AFFIDAVIT – “Y”

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

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

- 2) The under-signed also hereby certifies that neither our firmM/S _____ nor any of constituent partner had been debarred to participate in tender by the ANY GOVT Department during the last 5 (*five*) years prior to the date of this N.I.T.

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

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

- 5) Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date: _____

Section B

SECTION – B FORM-I
STRUCTURE AND ORGANISATION

- 1) Name of Applicant :
- 2) Office Address :
- Telephone No. and *eMail id :
- Fax No. :
- 3) Name and Address of Bankers :
- 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.

Telephone No. and *eMail id must be filled up.

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

Section B

SECTION – B FORM – IV
Experience Profile

Name of the Firm:_____List of projects completed that are similar in nature to the works having more than 40% (forty percent) of the project cost executed during the last 5 (five) years.

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible for supervision	Contract price in India in Rs.	Percentage of Participation of company	Original Date of start of work	Original Date of completion of work	Actual Date of starting the work	Actual Date of completion of work	Reasons for delay in completion (if any)

--	--	--	--	--	--	--	--	--	--

Note:

- 1) Certificate from the Employers to be attached
- 2) Non-disclosure of any information in the Schedule will result in disqualification of the firm

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

SECTION- B
FORM – V
FORMAT OF THE BANK
GARTANTEE FOR RELEASE OF
SECURITY DEPOSIT

To,

M/s. ITI Limited
22 CR Avenue
Kolkata -700072

WHAREAS _____(name and address of Contractor)(hereafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ Dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for release of security deposit for compliance with his obligation in accordance with the contract.

AND WHEREAS we(Indicate the name of the bank & branch) **have agreed to give the Contractor such a Bank Guarantee:**

NOW THEREFORE we (Indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of Rs.____[amount of guarantee]

_____ (in words). We undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limits of _____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (Indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We..... (Indicate the name of the bank & branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (Indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We..... (Indicate the name of the bank & branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto----- . It come into force with immediate effect and shall remain in force and valid for a period of the Defects Liability Period/Security Period plus claim period of Six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs._____(Rs._____) and unless a claim in writing is lodged with us within the validity period, i.e. upto _____ of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of 20 at

**SIGNED, SEALED AND
DELIVERED**

For and on behalf of the BANK

by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**SECTION – B FORM-VI
Contractor’s Equipment**

Name of the Applicant:
Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment which the Contractor must own or arrange through lease hold registered agreement. The contractor must furnish the documents in support of ownership or lease hold registered agreement.

Sl. No.	TYPE OF EQUIPMENT	No.of Machine	Capacity	Supporting
	Tilting Drum mixer 230-280 litre capacity with Hopper,	1		
	Computerized concrete Batch Mix Plant of minimum capacity of production @15 Cu-m/hour for any grade of concrete with automatic control	2		
	Table vibrator, Needle vibrators	4		
	Steel Reinforcement Cutting and Bending Machine	3		
	Earth Excavator, Survey Equipment(Theodilite, Level instrument)	1		
	Shuttering Material (800Sqmeter), Concrete Pump with appropriate capacity	2		

	Crusher, JCB, Compacter, Concrete lifting machine with capacity height of 53ft-100ft	2		
	Welding Machine	1 Set		
	Steel shuttering material	300 sq.m. minimum		
	Floor grinding machine	1		
	Vibro-rammer, Potable cutter, Soil Excavator Cum Loader	1		
	Laboratory equipment for concrete work [Balances, Ovens electrically operated, sieves, equipment for slam test, dial gauge, graduated measuring cylinder, enamel trays, cube mould (minimum 6/12 nos.), compression testing machine]	1 Set		

Certified that I have applied in the tender in the capacity of individual / as a partner of a Firm and I have applied to the work under this

SECTION - C

Special Terms and Conditions

1) General:

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned either in BOQ as per direction of E.I.C

2)Terms & Conditions in extended period:

As per Clause 5 of W.B.F. No. 2911 (ii) if an extension of time for completion of the work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically 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.

3)Co—operative with other agencies, damages and safety of road users:

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

4)Transportation arrangement:

The contractor shall arrange for all means of transport required for carriage and supply of materials and also the materials required for the construction work. The contractor must consider this aspect while quoting rate.

5)Contractor’s Site Office:

The contractor shall have 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 shall be deemed to be sufficient enough to be served upon the contractor.

6)Incidental and other charges:

The cost of all materials, hire charges to tools and plants, labour, Corporation / Municipal fees for water supply, royalty for 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 and other charges like Sales Tax (Central and/or State), Income Tax, Octroi Duty / Terminal Tax, Turnover Tax, VAT, etc. will be deemed to have been covered by the rates quoted by the contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-Charge of the work. No extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

7)Authorized Representative of Contractor:

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

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

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

Any notice, correspondences, etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.

8)Power of Attorney:

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

9)Extension of time:

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

10)Contractor's Godown:

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised floor 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. 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 direction of the Engineer-in-Charge.

11)Arrangement of Land:

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

12)Use of Government Land:

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

land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

13)Site Order Book:

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

contractor or his authorized representative may take away the triplicate page of the Site Order Book for his own record and guidance.

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

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

- 1) Name of the Site.
- 2) Reference to contract number.
- 3) Contractual rate in percentage.
- 4) Date of opening of the Site Order Book.
- 5) Name and address of the Contractor.
- 6) Signature of the Contractor.
- 7) Name & address of the Authorized representative (*if any*).
- 8) Specific purpose(s) for which the contractor's representative is authorized to act on behalf of the Contractor.
- 9) Signature of the authorized representative duly attested by the Contractor.
- 10) Signature of the Sub-Divisional Officer / Assistant Engineer concerned.
- 11) Date of actual completion of Site.
- 12) Date of recording final measurement.

Entries in (xi) & (xii) above shall be filled in on completion of the work and before the Site Order Book is recorded in the Office of The Sub-Divisional Officer / Assistant Engineer.

14) Clearing of Materials:

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all

temporary structure or obstruction including pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-in- Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

15) 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 shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodeolite etc. and other sundry material like, pegs, strings, nails, flakes, instruments, etc. and also skilled labour required for setting out the levels, laying out different structures, etc. shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost.

16) Supplementary / Additional items of Works:

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

- 1) Rate of Supplementary items shall be at per with corresponding current PWD Schedule of rates / analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- 2) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D. and P.W. (Roads) Department schedule of rates of probable items of work as will be in force at the time of N.I.T.

- 3) If the rates of the supplementary items cannot be computed even after application of clauses stated above, the same shall 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) @ 10% (*ten percent*) will be allowed only. The contractual percentage will not be applicable.

- 4) Black market rates shall never be allowed.
- 5) Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses C. 15 (i) and C. 15 (ii) stated above only.
- 6) It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

17) Covered up works:

When one item of work is to be covered up by another item of work the latter item shall not be done before the former item has been measured up and has been inspected by the Engineer- in-Charge or the Sub-Divisional Officer / Assistant Engineer, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. If 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 latter item.

18) Approval of Sample:

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

19) Water and Energy:

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

20) Amenities for contractors:

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for staff & crews, medical aids, etc. are to be arranged by the contractor at his own cost. The cost of transport of labour, materials

and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

21) Drawings:

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

22) Serviceable Materials:

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

23) Unserviceable Materials:

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

24) Contractor's risk for loss or damage:

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

25) Idle labour & additional cost:

Whatever may be the reason for claim on idle labour, enhancement of labour rate, additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight, etc. would not be entertained under any circumstances.

26) Charges and fees payable by contractor:

- 1) The contractor shall received all notices and pay all fees required to be given or payable to by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the Department free against all penalties and liabilities of every kind for breach of such statute regulation or law.
- 2) The Contractor shall 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 of name or 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.

27) 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. The Contractor shall be bound to bring the machinery beyond the list of machineries mention in Form-IV, Section B of this NIT but within the Standard of “Plant and Machineries to be used in Building works” (Annexure-III) vide memorandum No. 44-W/O/1M-24 dated 13/02/2015 & memorandum no.293/W©/1M-24/15 dated 15.06.2015 as per requirement at site.

28)Realization of Departmental claims:

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

29)Compliance of different Acts:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge of the work may at his discretion, take necessary measure over the contract.

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

The contractor shall be bound to furnish the Engineer-in-Charge all the returns, particulars or 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 Engineer-in-Charge may at his discretion take necessary measures over the contract.

30)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:

- i. 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),

- ii. 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,

- iii. 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,
- iv. 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.

31`Commencement of work:

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

32)) Programme of work:

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-in-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-in-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

33) 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 of his responsibility for correctness and rectification thereof.

34) 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.

35) Testing of qualities of materials & workmanship:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the 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 Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

36) Timely completion of work:

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

37) Procurement of materials:

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

38) Rejection of materials:

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 of the issue of order to that effect. In case of non-compliance of such order, the Engineer- in-Charge shall have the

authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to any claim for any loss or damage on that account.

39) Implied elements of work in items:

Except such items as are included in the Specific Priced Schedule of probable items and

approximate quantities, no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items of works are to be deemed as inclusive of the same.

40) Damaged cement:

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

41) Issue of Departmental Materials:

Departmental materials will not be issued under any circumstances.

42) Fore Closure:

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

43) Tender Rate:

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

44) Delay due to modification of drawing and design:

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

45) Additional Conditions:

A few additional conditions under special terms and conditions:

- 1) Rate quoted shall be inclusive of clearing site as per direction of the Engineer-in-Charge.

- 46) Display board (Informatory) of size 150 cm X 90 cm is to be provided at the work-site with aluminum plate hoisted on steel tubular pipe / angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering, etc. complete as per direction of Engineer-in-Charge.
- 47) The Contractor is to display caution board at his own cost as per direction of Engineer-in-Charge.
- 48) Deep excavation of trenches and left out for days shall be avoided.
- 49) Labour welfare CESS will be deducted @ 1% (*one percent*) of gross bill value as per rule.
- 50) The whole work will have to be executed as per departmental drawings available in this connection at the tender rate.
- 51) Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
- 52) In accordance with the West Bengal Taxation Laws Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.
- 53) **Royalty :**

The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, Moorum, gravel, etc. to the Engineer-in-Charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorized quarry holder or commercial establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Engineer-in-Charge failing which necessary deduction from the dues of the contractor may be made as fixed by the Engineer-in- Charge

54) 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 contractor.

- 2. Running accounts bills to the agency for the work shall be made by the Nodal Engineer-in-Charge of the work. .
- 3. Final bill for the whole work shall be finalized by the Engineer in Charge of the work. and paid by the Chairman, Berhampore Municipality..
- 4. The materials shall be procured only from the manufacturers and their authorized dealers and documentary proof for such procurement and supply shall be produced by the contractor.
- 5. The Department reserves the right to send such material to the manufacturers/authorized test laboratory to verify the genuineness and quality of product.
- 6. The conduit shall be laid in the RCC slab in general well before their concreting and in walls well before their plastering and in polythene pipes as per instruction of Engineer-in-Charge for electrical work.
- 7. A certificate has to be given by agency in the MB after measurement which is – measurement has been done in presence of me and satisfied.

Specification of Works

1) General:

The information given hereafter is without any prejudice. The intending bidders should satisfy themselves regarding the latest conditions of the site and its surroundings by personal check and investigation.

2) Name of Work:

As mentioned in N.I.T.

3) Scope of Work:

As mentioned in N.I.T.

1) Location of Work site:

As mentioned in N.I.T.

2) 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.

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.
Work shall have to be executed in accordance with the rules and regulations in vogue of Government of West Bengal and local authorities.

3) Specifications:

Details of Specifications to be followed in the Proposed Construction are given here- in-after, in the as per the NIT

4) Codes of Practice:

Latest editions of the Indian Standard Specifications and codes of practice – some of which are mentioned below and as per departmental schedule of rates as mentioned in Sl. No. C. 1. of special terms & conditions of contract of bid documents (*Section – C*) are to be followed during execution of the works.

- i. IS 456 : Code of Practice for plain and reinforced concrete.
- ii. IS 800 : Code of practice for general construction in steel.

- iii. IS 2751 : Code of Practice for Welding of Mild Steel Plain and Deformed Bars for Reinforced Concrete Construction.

iv.	IS 383 sources	:	Specification for coarse and fine aggregates for natural for concrete.
v.	IS 432	:	Mild steel and medium tensile steel (Part-I) bars and hard drawn steel wire for concrete reinforcement.
vi.	IS 4990	:	Indian Standard Specification for concrete shuttering works.
vii.	IS 2911	:	Code of practice for design and construction of pile.
viii	IS 1904	:	Code of practice for design and construction of foundations in soils.
ix.	IS 2750	:	Specification for Steel Scaffoldings.
x.	IS 1161	:	Specification for steel tubes for structural purposes.
xi.	IS 3764	:	Safety Code for excavation work.

5) Salient Features of Project:

- i. As per B.O.Q.of work.

6) Detailed Specification:

1) Materials for civil work / structures:

All materials to be used for structure must be procured, stored and tested before use conforming to respective Clauses of prevailing codes of practice.

1) Cement:

Required to complete execution of the work shall be supplied by the contractor after procurement from authorised and approved source.

2) Coarse aggregate:

Coarse aggregate shall conform to the specifications laid down in IS 383.

3) Fine aggregate:

Fine aggregate shall conform to the specifications laid down in IS 383.

Samples of coarse and fine aggregates proposed to be used by

the

Contractor must be deposited with the Engineer-in-Charge for his approval. The Samples shall be fair indications of the general quality and shall be delivered in 3 (three) nos. 450 GMs bottles.

On approval of samples one set will be retained by the Engineer, one set shall be sent to his representative at site of works and the third set shall be returned to the contractor for keeping in his site office. Any consignment which in the opinion of the Engineer-in-Charge does not conform with the approved samples should be, if so directed, immediately removed by the Contractor at his own cost.

4) Water:

Water shall be potable, free from any harmful chemicals or suspended materials.

5) Steel Reinforcement:

Required to complete execution of the work shall be supplied by the contractor after procurement from authorised and approved source.

6) Structural Steel work:

Structural steel shall conform to IS 226.

7) Concrete:

Concrete must be produced and laid conforming to relevant clauses of IS 456. When concrete is specified by strength, it is termed as “Design Mix Concrete” or “Grade of Concrete”. Such concrete is that in which the

design of mix. i.e. determination of the proportions of cement, aggregates and water is arrived at to have a Target Mean strength for each grade of concrete.

Mix Design:

The Mix design shall be done by the contractor as per IS 10262 (Recommended guide lines for mix design) and I.S. SP-23 (S&T) - 1982 (Hand Book on concrete Mix) and I.S. 383-1970.

However, for guidance it is to be noted that the mix and water cement ratio shall be arrived at after preliminary tests which shall be done as per relevant clause of IS 456.

The Engineer-in-Charge will approve the final design and job mix in accordance with stipulations of IS 456. The Contractor shall stick to the job mix formula approved by the Engineer-in-Charge. However, the same may be modified only with specific written

permission of the Engineer-in-Charge.

1) **Admixture:**

To improve the workability of concrete and cement grout, admixtures

conforming to I.S. 6925 and I.S. 9103 may be used on specific written permission of the Engineer In Charge. Admixtures generating Hydrogen, Nitrogen etc. shall not be used. The cost of admixtures and labour for mixing the same shall be deemed to have been included in the rates quoted for respective works.

2) Construction Joint:

Concreting shall be carried out continuously upto construction joints, the position and arrangements of which shall be predetermined by the

Engineer-in-Charge or his representative. Any intermediate rest/pause shall also be subject to his approval. All construction joints shall have to be provided as per relevant clause of IS 456 – 2000.

3) Curing of Concrete:

Concrete shall be cured properly and protected from any harmful effects. Stipulations of relevant Clauses of IS 456 shall be strictly adhered to.

4) Testing of Concrete for R.C.C. / P.C.C. Works:

The contractor shall provide all labour, materials and appliances including cube testing machine required to make test specimens for designing concrete mix and testing the quality of concrete going into the job.

Test cube shall be prepared as per IS-1199. 150 mm cubes shall be made, cured & tested at 7 days and at 28 days for compressive strength conforming to IS-516. Strength of concrete at 7 days age can be converted to 28 days as per IS: SP-24.

The contractor shall make all arrangements and do everything necessary for proper making and curing the test specimen under the direction, supervision and control of the Engineer-in-Charge or his representatives at their cost.

The Engineer-in-Charge or his representative may at any time direct the contractor to make specimen from the concrete actually going into the job. The contractor shall forthwith comply with that direction.

5) Acceptance Criteria of Concrete:

Acceptance criteria shall conform to relevant clauses of IS 456.

Where the cube strength falls below the allowable strength specified and the Engineer-in-Charge on the basis of test results is satisfied that the concrete deficient

in strength is acceptable, the Engineer-in-Charge shall have full power in his absolute discretion to reduce the rate as a penal measure.

6) Reduced Rate for under-specified Concrete:

The contractor shall remain fully liable for producing concrete of specified strength. In case the concrete is found to be acceptable as under-specified work due to deficiency in strength of concrete and is accepted by the Engineer-in-Charge reduction in rate may be applied as under.

If the deficiency in strength of concrete is beyond tolerable limit the Engineer-in- Charge may at his discretion direct the portion of concrete certified by him so deficient in strength to be replaced by concrete of specified strength at the Contractor's cost.

The Engineer-in-Charge may also at his discretion allow deficient concrete to remain but the deduction on account of such deficiency in strength shall be made above.

7) Additional Tests of Concrete:

For any substandard concreting due to bad workmanship, honeycombing, bulging etc. and also due to concreting found deficient in strength, the Engineer-in-Charge may conduct additional tests, if required, in the opinion of the Engineer-in-Charge for testing the flexural strength, durability and other required parameters of the concrete on cored samples or on the newly constructed structure. The following are the examples (not exhaustive) of tests. Any number of the tests may be carried out as decided by the Engineer-in-Charge. The contractor shall arrange for the test and bear the cost of the same, as per direction of the Engineer-in-Charge. If the newly constructed concrete structure fails to attain the desired strength, durability and

other properties of the concrete by any one of the tests decided by the Engineer-in-Charge shall have discretion to get the defective portion replaced or rectified at the contractor's cost. In such cases the decision of the Engineer-in- Charge will be final and binding.

1) Non-destructive Test Methods:

1) Surface hardness Tests:

They include the William's Testing Pistol, Frank Spring Hammer, Einbeck Pendulum hammer.

2) Rebound Test:

Schmidt rebound Hammer.

3) Penetration Techniques:

These include the smitz Hammer, Split Pin and Windsor probe.

4) Dynamic or Vibration Tests:

These include resonant frequency and mechanical sonic and ultrasonic pulse velocity methods. They include the Sonometer, the PUNDIT equipment and ultrasonic pulse velocity measuring equipments.

5) Magnetic Methods:

They include the Pachometer and Covermeter.

6) Chemical tests to obtain cement content, Aggregate / ratio and grading:

The above tests shall be carried out by any approved laboratory or firm.

7) Mode of Measurement for Payment of Concrete:

Payment shall be made on volume of concrete as per recorded measurement. Cost of cement, stone chips, sand and any admixture, cost of transportation of concrete, and its placement using pumps etc. and any other allied items of work, excluding reinforcement, pre-stressing steel and other accessories shall be deemed to have been included in the rate.

8) Shuttering:

Form work must conform to Clause Nos.1501 to 1513 under Section 1500 of specification for road and bridge works – 4th revision published by I.R.C. Shuttering shall be of approved type with hard wood timber planks true to line with smooth surface and not less than 37.5 mm thick with 4 mm thick plywood lining over the planks. The plywood shall conform to IS 4990 – 1993. However, as an alternative, sufficiently rigid steel shuttering may be used, if so desired or approved by the Engineer-in-Charge.

All shuttering and framing must be adequately stayed and braced to the satisfaction of the Engineer-in-Charge for properly supporting the concrete during the period of hardening. It shall be so constructed that it may be removed without shock of vibration to the concrete.

Drawings showing shuttering details together with supporting design calculation in detail should be submitted by the contractor to the Engineer-in-Charge for his approval before taking up the work.

Before concrete is placed, the shuttering must be coated with an approved preparation for preventing the adhesion of the concrete to the shuttering and it is to be of such a nature and so applied that the surface of the finished concrete is not stained. Cares should also be taken that such approved preparation shall be kept out of contact with the reinforcements. The interior of all moulds and boxes must be thoroughly washed with a hose pipe or otherwise so as to be properly cleaned and free from all extraneous matter previous to the deposition of concrete.

1) Mode of Measurement for Payment: As per decision by the Engineer in Charge of Executive Engineer, Behrampur

2) Finishing of Concrete Surface:

As soon as the shuttering has been removed, the visible surface of the concrete shall be rubbed down to perfectly smooth finish, free from all irregularities. The finish must be produced by using any of the methods specified in the specifications and codes of practice. No separate payment will be made for finishing surfaces.

3) Steel reinforcement for structure:

This work shall consist of furnishing and placing reinforcement of the shape and dimensions shown on the drawings and as specified by the Engineer in Charge.

Generally TMT bars / Tor Steel bars / HYSD of grade Fe 500D shall be used for the structure.

The Contractor's rate shall include the cost of reinforcements and cost of carriage for steel materials to work site, labour for cutting the bars to correct length, bending cold to shape, placing and fixing in the position as shown in drawing with black annealed wire of approved gauge securely tied at every inter-section or as directed. The contractor shall without extra charge provide all other support and fixing required and shall take precautions that all such temporary fixings are removed before the concrete is put in the mould. The contractor's rate shall also include any

initial straightening of the bars if necessary and removing loose rust or scales, if any, and other incidental works in this connection. It should also include the cost of supply of black annealed wire of approved gauge required for tying reinforcement. Cost of spot or running welding as and when provided as per direction of the Engineer-in-Charge for lap splice shall be included in the rate.

1) Mode of Measurement for Payment:

Payment shall be made on weight of reinforcement steel including quantity for laps and splices.

2) Earth Work in excavation:

1) Specification laid down in schedule of rates shall be followed.

2) Mode of Payment:

As per decision by M/s. ITI Limited, Kolkata.

3) Welding:

Welding shall conform to the specifications laid down in relevant IS codes of practice.

N.B. Specifications of any item of works not covered here in above shall be guided by the

Schedule of Rates in force at the time of N.I.T. and latest edition of relevant Indian Standard Specifications and Codes of Practice. In case of inadvertent typographical mistake found in specific price schedule of rates / NIT / Terms & Condition, the same will be treated to be so corrected as to conform to the relevant PWD (WB) schedule of rates of building / S&P and or Technical sanction or 2911_ii as the case may be.

Sd/-

AGM – MSP (EZ)

ITI Limited, Kol

DECLARATION BY THE TENDERER

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'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction as per drawings referred to above in all respects.

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/We also agree to procure tools and plants, at my/our cost required for the work.

Signature of Tenderer

**Postal address of the Tenderer
with contact no.**

APPLICATION

To

.Ref: - Tender
for _____

(Name of work) _____

N.I.T. No.: _____ (_____) of 2020-21 of The ITI Limited,
Kolkata

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, 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/Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority/Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclo:- e-Filling:-

- 2. Statutory Documents
- 3. Non Statutory Documents

Date: -

Signature of Applicant

**NAME OF THE APPLICANT (IN
BLOCK LETTER)**

ITI LIMITED
Signature of the bidder

PRE CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No..... THIS Integrity Pact is made on...day of

.....20...

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:..... represented by Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, underlaid down organizational procedures, contract for of ITI Limited (name of the Stores/equipment/items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources, and fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

To achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles as mentioned herein in this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

Section 1 – Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage about the tender process or the contract execution.

ITI LIMITED

Signature of the bidder

c. The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employee, which is a criminal offense under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and also, can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the participation in the tender process and the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offense under IPC/PC Act, further, the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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Annexure:-

1. The contractor shall at all times indemnify the company against all claims, damages or compensation under provision of payment of wages Act 1936, Minimum Wages Act 1948. The workmen's compensation Act 1923, Industrial Dispute Act 1947, Employees Insurance Act 1948 and Maternity benefit Act 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time or consequence of any accident or injury to any workmen without limiting his obligations and liabilities as above provided, the contractor shall insure against all claims damages or compensation payable under the workmen's compensation Act 1923 or any modification thereof or any other law relating there to.
2. The contractor will ensure payment to the manpower engaged in the work on 7th of every months irrespective of payment from ITI as per Minimum wages Act.
3. The Contractor will be responsible for providing benefits like ESI, PF, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and ITI will have no responsibility, whatsoever.
4. The contractor will ensure that work is completed in adherence to the Covid-19 guidelines issued by Ministry of Home Affairs from time to time.

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5. The contractor shall not subcontract the work to any subcontractor.
6. The contractor will take all adequate steps to ensure the safety of the workers employed by him.
7. The contractor shall provide all necessary protective equipment and tools to the workers for safe execution of work.
8. In case any worker employed by the contractor prefers claim under workmen compensation Act. ITI shall be at liberty to recover such amount or any part thereof from the dues of the Contractor.
9. ITI reserves the right to allot the contract in full or part or cancel the whole tender without assigning any reason.
10. The contract shall be governed by the law for the time being in force in India. In case of any dispute, courts of Kolkata shall have the exclusive jurisdiction.
11. The contractor shall be held responsible for any misdeed of his labour/representative and shall have to compensate ITI Ltd., Kolkata for any loss.
12. Further, if the works is not executed properly, the work can be executed by other party at the risk & cost of contractor.
13. The undersigned reserves his right to remove any labour/staff of the contractor without assigning any reason.
14. If the tender is rejected the earnest money deposit will be returned to the tenderers.
15. If the contractor fails to make the payment to the contract labour in time, ITI shall deduct the requisite amount from the contractor's running bill / security deposit and make payment to the contract labour as per minimum wages Act 1948.
16. Completion certificate shall be recorded when work is completed & site is cleared from rubbish, debris & unserviceable materials.
17. The items of BOQ are complete in all respect and the contractor shall have no extra claim on this account. Quantities can vary to the extent of 50% in the individual items.
18. The work is to be executed as per drawing, PWD specification and as per direction of Engineer-in-charge.
19. Force Majeure - The following shall amount to Force Majeure:
 - a) Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, flood, Fire, Cyclones, Earth quake and Epidemic, Sale of building by ITI and other similar causes over which the contractor has no control.
 - b) If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay,

provided that on the occurrence of any such contingency, the contractor immediately reports to ITI in writing the causes of delay and the contractor shall not be eligible for any compensation.

20. Arbitration & Reconciliation:

- a. In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI.
- b. The award of the Arbitrator shall be binding upon the parties to the dispute.
- c. Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be held at Bengaluru and the language of the proceedings shall be in English. Subject to the above, the Courts at Bengaluru alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract.
- d. The cost of arbitration shall be borne equally by both the parties.
- e. Work under the contract shall be continued during the arbitration proceedings.
- f. Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI and future blacklisting of the contractor.