

**DESHBANDHU COLLEGE FOR GIRLS
45C, RASHBEHARI AVENUE,
KOLKATA -- 700 026.
Phone:2464-0349**

Website-www.deshbandhucollegeforgirls.net

E-mail –dbcollegeforgirls@gmail.com

Notice inviting tender no. RUSA/2.0/4 (2nd Call)

Deshbandhu College For Girls, invites tender from bonafide, reliable and experienced organization etc. for undertaking the work of supply & installation of Sound system Works in the main college building inside the college campus; as given below;

Sl. No.	Name of the work	Estimated Amount Rs.	Earnest Money Rs.	Time of completion	Eligibility of Bidders
1.	Work of supplying & installation of Sound system Works in the main college building.	4,98,369.60 /-	9960.00 /-	20 (Twenty) days (Time schedule to be maintained)	Eligible, Reliable, Resourceful and Bonafide experienced Contractor / Organization etc. (Eligibility criteria as per Sl No 3 mentioned below)

NB: Entire set of tender documents is available free of cost through the college website www.deshbandhucollegeforgirls.net

1. Intending eligible bidder/s may submit bids and may download the tender document from the website www.deshbandhucollegeforgirls.net directly and may be documented along with earnest money. (Details given in "Instruction to Bidders").

3. Eligibility criteria for participation in tender:

i) The prospective bidders for the work shall have satisfactorily completed as a prime agency during the last 5 (Five) years prior to the date of issue of this Notice at least one work of supplying & installation of scientific Instruments having a magnitude of **40 (Forty) percent** of the amount put to tender in a similar project under the authority of State / Central Govt., State / Central Govt. undertaking / Statutory Bodies / Autonomous Bodies/ Public Limited Company.

Contractor/ contractors who is/ are unable to complete the assigned work within the time frame will not be considered for the work.

Payment Certificate with sufficient information on the work done also be considered.

a. The prospective bidders shall have experienced technical personnel.

- b. In case of Proprietorship and Partnership Firms and Company, the Tax Audited Report in 3CD Form to be furnished along with balance sheet and profit and loss account and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. [Non Statutory Documents].
- c. The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. [Non Statutory Documents]
- 4. Payment will be released at a time after successful completion of the work as per assessment of the actual work executed and production of the bill certified by the Officer-in-Charge and after due examination by the authority.**
- 5. Constructional Labour Welfare Cess @ 1(one) % of cost of construction will be deducted from every Bill of the selected agency, Royalty and all other statutory Levy/ Cess will have to borne by the contractor and the rates inclusive of the cess stated above.**
- 6. Mobilization Advance and Secured Advance will not be given.**
- 7. Bids shall remain valid for a period 60 (Sixty) days from the last date of submission of Financial Bid/ Sealed Bid.**
- 8. Date & Time Schedule:**

Sl. No.	Particulars	Date & Time
1.	Publishing of Tender	31.12.2019 at 10.00 A.M.
2.	Documents download start date (Online)	31.12.2019 at 10.00 A.M..
3.	Bid submission Start Date (Online)	31.12.2019 at 10.00 A.M..
4.	Documents download end date (Online)	07.01.2020 at 3.00 P.M.
5.	Bid Submission End Date	07.01.2020 at 3.00 P.M.
6.	Technical Bid Opening	07.01.2020 at 4.00 P.M.
7.	Financial Bid Opening	07.01.2020 at 4.00 P.M.

9. There shall be no provision of Arbitration.
- 10. Prospective bidder shall have to execute the work in such a manner so that appropriate service level of the building / structure under improvement is to be maintained during progress of work and for a period of 6 (Six) Months from the date of successful completion of the work to the entire satisfaction of RUSA PMU.** If any defect / damage is found during the period as mentioned above the contractor shall make the same good at his own expense to the specification at par with instant project work, or in default, the RUSA PMU may cause the same to be made good by other agency and deduct the expense (of which the certificate of the RUSA PMU shall be final) from any sums that may be then, or at any time thereafter become due to contract or from his Security Deposit, or the proceeds of the sale thereof, or of sufficient portion thereof. Refund of security deposit will be made on expiry of 6 (Six) Months. (from date of completion of work).

No interest would be paid on the Security Deposit.

- 11. Earnest Money (EMD):** The amount of Earnest Money is Rs **1,24,590.00 /-**

Security Deposits (SD): Balance amount from total security of 10 (ten) % will be deducted from the running account bill.

Refund of EMD: The Earnest Money of all the unsuccessful Tenderers deposited in RUSA PMU will be refunded as per the present procedure. No interest on EMD will be paid.

- 12. EMD should be paid by .**

13. The Bidder, at the Bidder's own responsibility and risk, must visit and examine the site of work and surroundings to 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, the cost of visiting the site shall be at the Bidder's own expense.
14. The intending Bidders shall clearly understand that, whatever may be the outcome of the Bids, no cost of Bidding shall be reimbursable by the RUSA PMU. The Management reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at the stage of Bidding.
15. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.
16. All intending bidders are requested to be present in the office of the "Deshbandhu College For Girls, 45C, Rashbehari Avenue, Kolkata--700 026" during opening of the Financial Bid. **Open / Seal Bid may be called after opening of the said bid to obtain the suitable rate further, if required. No objection by any bidder(s) in this respect will be entertained. No informal bidder will be entertained in the said bid.**
17. **No CONDITIONAL / INCOMPLETE TENDER** will be accepted under any circumstances.
18. During scrutiny, if it comes to the notice to tender inviting authority that the credential or any other papers submitted by a bidder found incorrect/manufactured/fabricated, that bidder will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice and penal action will be imposed as per Rule.
19. In case if there be any objection regarding Prequalification, that should be lodged to The RUSA PMU, Deshbandhu College For Girls, 45C, Rashbehari Avenue, Kolkata--700 026 within 2 days from the date of publication of list of qualified Agency.
20. Before issuance of the **WORK ORDER**, the tender inviting authority may verify the credential & other documents of the lowest tenderer if found necessary. After verification or even after issuance of work order if it is found that such documents submitted by the lowest tenderer is either manufactured or false or there is complain / investigation / court case pending against the Bidders for any type of irregularities etc. in that case, work order will not be issued in favour of the tenderer under any circumstances.
21. If any typographical mistake found inadvertently in the BOQ in connection with the specification, rate and unit of a particular item, the same will be governed by the present market rate according with proper challan of the said item.
22. **Qualification Criteria:**
The Tender Inviting and Accepting Authority through a "**Bid Evaluation PMU**" will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding :-
 - a) **Financial Capacity**
 - b) **Technical Capability**
 - c) **Experience / Credential**The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. Document submitted by a bidder is either found manufactured or false; the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice.
23. **Contractor shall have** to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970. (b) Apprentice Act. 1961, (c) PF of the workers and (d) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

SECTION – A
INSTRUCTION TO THE BIDDERS

Any contractor willing to take part in the tendering process will have to go through logging on to the website of www.deshbandhucollegeforgirls.net

1. Submission of Tenders.

General process of submission: Tenders are to be submitted in sealed envelopes in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time in the allotted drop box in the college campus with name of the organization written clearly. The scanned copy of documents duly Signed are to be provided.

A-1. Statutory Cover, Containing:

- i. Prequalification Application.
- ii. Information on the EARNEST MONEY DEPOSIT (EMD) as prescribed in the NIT against the work .
- iii. Affidavits Part “B” & format for general affidavit shown in “Y” Part “B”.
- iv. Section– B, Form–III, IV, IVA, V
- v. NIT (**Downloaded**).

The rate on the B.O.Q, under Financial Bid will only be encrypted. In case any rate quoted on the TENDER or elsewhere is found the tender is liable to be summarily rejected.

- vi. Special Terms, condition & specification of works.
- vii. Certificate of revolving line of credit by the Bank (if required).

A-2. Non statutory Cover, Containing:

- i. Professional Tax (PT) deposit receipt challan for current year, Pan Card, IT, GST Registration Certificate, Saral for the current Assessment year, Trade License.
- 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)
- v. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S)/ Engineers' Co.- Opt.(S)
- vi List of Technical staffs along with structure & organization (Section: B, Form: III).
- viii. Scanned copy of Original Credential Certificate to be furnished. (Ref. Cl. No. 3 of this NIT (Section: B, Form: V).

Note: Failure of submission of any of the above mentioned documents (as stated in A-1 & A-2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER:

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. Professional Tax (PT) deposit receipt challan for current year, 2. Pan Card. 3. IT. 4. GST Registration Certificate 5. Saral for the current Assessment year. 6. Trade License.
B.	COMPANY DETAILS	COMPANY DETAILS 1	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. LTD. Company (Incorporation Certificate, Trade License) 4. Society (SOC. Registration Copy, Trade License) 5. Power of Attorney 6. List of Technical staffs along with structure & organization.
C.	CREDENTIAL	CREDENTIAL1 CREDENTIAL2	1. As per Eligibility Criteria.

A. Bid Evaluation PMU.

Bid Evaluation PMU as constituted by the RUSA PMU concerned will evaluate the technical and financial eligibility of the bidder and recommend to the tender accepting authority.

- I. Opening of Technical proposal:-Technical proposals will be opened by the RUSA PMU.
- II. Intending bidders may remain present at the time of opening of the bid, if they so desire.
- III. Cover (folder) for statutory documents should be open first & 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.
- IV. While evaluation the PMU may summon of the tenders & 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.

B. Financial Proposal:

- i. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor may quote the rate online through computer in the space marked for quoting rate in the BOQ or quote the rate manually after downloading the tender BOQ in the space marked in the BOQ.
- ii. Only downloaded copies of the above documents are to be provided

Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificate), or any other documents on demand of the Tender Evaluation PMU within a specified

time frame or if any deviation is detected in the hard copies or if there is any suppression, Earnest Money will be forfeited.

8. Rejection of bid

The Authority 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 Authority's action.

N.B.: The Bidder whose Bid has been accepted will be notified by the Tender inviting & Accepting Authority through Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract. The Agreement in TENDER FORM will incorporate all agreements between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part of the Contract Document.

Sd/-
RUSA PMU

Memo. No. :

Date:

Sd/-
RUSA PMU

SECTION – B
FORM-I
PRE-QUALIFICATION APPLICATION

To
DESHBANDHU COLLEGE FOR GIRLS
45C, RASHBEHARI AVENUE,
KOLKATA -- 700 026.

Ref: -

for _____

_____ (Name of work)

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/ Officer-in-Charge can amend the scope & value of the contract bid under this project.

(b) Tender Inviting & Accepting Authority/Engineer/ Officer-in-Charge reserve the right to reject any application without assigning any reason.

Enclosure: e-Filling:-

1. Statutory Documents
2. Non Statutory Documents

Date: -

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

E-mail Address:

SECTION – B
DECLARATION
AFFIDAVIT – “Y”

- I, the under-signed, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.
- Certified that required specified machineries for the work(s) under this NIT will be installed at the working site within 15 days (maximum) from the date of LOA/ work order.
- The under-signed also hereby certifies that neither our firm _____ nor any of constituent firm had been debarred to participate in tender by P.W.D or any other authority during the last 5 (five) years prior to the date of this NIT.
- The under-signed understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
- 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.
- 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 works under this NIT restricted to maximum one no works, if more than one work in the same NIT.
- Certified that I have access to or have available liquid assets (aggregate of working capital, cash in hand, uncommitted Bank Guarantees) and / or credit facilities not less than 10% of the estimated cost put to tender. In this respect, I have attached necessary documents with this application.
- I the under-signed do certify that all the statements made in the attached documents are true and correct. If any declaration if found / ascertained to be incorrect/fabricated / misrepresented / fraudulent etc. accordingly tender will be liable to be cancelled / terminated immediately & I / my firm / Company shall also be liable to prosecuted under section 197, 199 & 200 of Indian Penal Code, 1860 along with section- 71 & section – 73 of Indian Information & Technology act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money / Security Deposit.

Signed by an authorized officer of the firm

Title of the Officer

Name of the Firm with Seal

Date _____

FORM –V
EXPERIENCE PROFILE

LIST OF SIMILAR WORK UNDERTAKEN DURING THE LAST 5 (FIVE) YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY / AUTONOMOUS BODY /OTHERS ETC.

Name of Employer	Name, Location & nature of work	Contract price in Indian Rupees	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:**
- a) Certificate from the Employers to be attached.
 - b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.
 - c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.
 - d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.
 - e) No alteration shall be permitted to be made by the tenderer in any tender after its submission.

TENDER FOUND TO HAVE SUBMITTED UNDER FALSE NAME: When a Contractor, whose tender has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled his Security Deposit will be forfeited.

**Signature of Tender of
Accepting Authority**

SECTION - C

Special terms and conditions

C.1 General :

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned hereunder: Current market price provided with proper challan.

C.2 Terms & Conditions for Completion of the work:

No extension of time will be granted.

C.3 Co-operation with PMU members:

All works are to be carried out in close co-operation with the RUSA PMU. 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. The contractor must see that all damages to any property which, in the opinion of the Officer-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 Officer-in-charge..

C.4 Incidental and other charges:

The cost of all materials, hire charges to Tools and plants, labour, Corporation/ Municipal / Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor. Other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up to the entire satisfaction of the Engineer-in-charge of the work, no claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

C.5 Authorized Representative of Contractor:

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

- a) General day to day management work.
- b) To attend measurements when taken by the RUSA PMU and sign the records of such measurements which will be taken of acceptance by the contractor.

The Name, address and the specimen signature of the representative he wants to appoint and the specific purposes as specified in Clause 9, which the representative will be authorized for even after first approval by RUSA PMU, Deshbandhu College for Girls, may issue at any subsequent date.

C.6 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, 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 this rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the Printed form.

C.7 Clearing Of Materials:

Before starting any work, work site, where necessary, must be properly dressed from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes, 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 RUSA PMU, Deshbandhu College for Girls. 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.

C.8 Supplementary / Additional items of Works:

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

- (a) Rate of supplementary items shall be analyzed from present market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.
- (b) Unbalanced market rates shall never be allowed.
- (c) Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a) & (b) stated above only.

It may be noted that the cases of supplementary items of claim shall not be entertained unless supported any written order from the tender.

C.9 Serviceable Materials:

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

C.10 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 Officer-in-Charge / Concerned Engineer. No extra payment will be made on this account.

C.11 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.

C.12 Idle labour & additional cost:

Whatever the reasons may be no claim of idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.

C.13 Charges and fees payable by contractor:

- a) The contractor shall be all notices pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the Authority against all penalties and liabilities of every kinds for breach of such statute regulation or law.
- b) The Contractor shall have save harmless and indemnify the Authority from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other protected write in respect of any constructional plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

C.14 Tools and Plants:

All Tools and Plants required for the work will have to be deployed by the Contractor at his own cost; all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

C.15 Realization of Official claims:

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

C.16 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.

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

The contractor shall be bound to furnish the Officer-In-Charge / Concerned Engineer 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 officer -in-Charge/ Concerned Engineer may at his discretion take necessary measures over the contract.

C.17 Safety, Security and Protection of the environment:

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) Have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the Department),
- (b) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

C.18 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 Officer-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 Officer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor or their responsibility for correctness and rectification thereof.

C.19 Precautions during works:

The contractor shall carefully execute the work without disturbing or damaging 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 Officer-in-Charge and necessary precautionary measures as would be directed by the Officer-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 Officer-in-Charge concerned will be recovered from the contractor.

C.20 Testing of qualities of materials & workmanship:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and the Officer-in-charge/ Concerned Engineer reserves the right to 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 Officer-in-charge/ Concerned Engineer may require for examining, measuring and testing the works.

C.21 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.

C.22 Procurement of materials:

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

C.23 Rejection of materials:

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours 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 claim for any loss or damage of that account.

C.24 Force Closure:

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

C.25 Additional Conditions:

A few additional conditions under special terms and conditions:

1. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc.
2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, GST & Cess as applicable.
3. As per Finance (Taxation) Department of Income Tax will be made from each bill of the contractors as per applicable rate in force.

C.26 (a). Refund of Security Deposit:

The Contractor shall be responsible for satisfactory maintenance of the building at appropriate service level to the satisfaction of the Engineer-in-charge for a period of **6 (Six) Months** from the date of completion of the work.

C.26.(b).Defect Liability Period:

The executed installation & commissioning work should be guaranteed for **6 (Six) Months** from the date of completion of the work and the entire rectification work will be done by the Agencies at their own cost.

If any defect / damage is found during the period as mentioned above the Contractor has to make the same good at his own expense to the specification at par with instant project work, or in default, the Engineer –in –charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the Engineer–in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contract or from his Security Deposit will only be made.

Sd/-
RUSA PMU