



Office of the Board of Councillors
BELDANGA MUNICIPALITY

P.O. BELDANGA, PIN-742133, DT. MURSHIDABAD

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From,
Chairperson



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Memo No. 2539/II-1/23

Dated- 10.08.2023

Notice Inviting e-Tender

**NOTICE INVITING e-TENDER NO-WB/MAD/ULB/BEL/NIeT-08/2023-24 OF
CHAIRPERSON, BELDANGA MUNICIPALITY**

On behalf of the Board of Councillors, e-Tender is invited by the Chairperson, Beldanga Municipality in W.B.F. No. 2911(ii) on **Percentage rate Basis** (Two-part System) from reliable and resourceful Companies/Firms/Contractors having experience and acumen in similar nature work in State/Central Govt. dept., PSU under State/Central, Statutory/Autonomous body constituted under State/Central statute. The eligibility as depicted hereunder for participating in the e-Tender for the work is listed in the table below (Submission of both technical and price Bid through online).

TABLE – 1

Sl. No.	Name of Works	Estimated Amount	Earnest Money	Annual Turn Over	Bank Solvency	Time of Completion
1	Construction of R.C.C. Elevated Reservoir of capacity 450 Cum.& staging height 20 m including construction of R.C.C. bore pile (600 mm dia) as per Departmental design, drawing and specifications at Sorulia, Zone-I, ward no-03 within Beldanga Municipality under AMRUT 2.0	Rs. 1,30,30,356.98	Rs. 2,60,610.00	Rs. 52.10 Lakh	Rs. 39.10 Lakh	12 Months
2	Construction of R.C.C. Elevated Reservoir of capacity 900 Cum.& staging height 20 m including construction of R.C.C. bore pile (600 mm dia) as per Departmental design, drawing and specifications at Zone-II, Ward No. 8 within Beldanga Municipality under AMRUT 2.	Rs. 1,83,91,401.51	Rs. 3,67,830.00	Rs. 73.60 Lakh	Rs. 55.20 Lakh	12 Months

Scope of Work: The whole work must be carried out by the agency for OHR's in respect of the working approved drawing supplied to agency phase wise based on attached Tentative drawings following terms and conditions of bid documents. The whole works will be executed as per current IS codes (with latest amendments) and PWD Schedule. The participating agency is also instructed to obtain Finished Ground Level (FGL) of the site before quoting the rate from concerned divisional office. The defect liability period for the work will be 5 (five) years to be considered from date of completion of the work completed in all respect.

Notes:

- Intending bidder will not have to pay the cost of tender documents for the purpose of participating in e-tendering. But the successful bidder will have to pay the cost of processing formal agreement in triplicate on cash payment of non-refundable fee as relevant vide **G.O. No. 452-A/PW/O/10C-35/10 Dated 26.07.2011.**
- In case L1bidder expresses his/her willingness to have extra copy of the standard contract forms, only one spare copy of standard contract form may on payment of prescribed price be supplied to a contractor or firm of contractors, on receipt of written requisition well in advance for the same.
- Enlistment of Contractors has been abolished as per **G. O. No. 1177-F(Y)Dated28.02.2014.**

• **Intending bidders shall have to apply separately for each work of this NleT. Bidders are requested to upload the files of relevant work(s) for which he intends to participate.**

1. **Participation Process:** Applicants willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to <https://wbtenders.gov.in> using the option — Click here to Enroll. Possession of a Valid Class II / Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this website. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are Available in the web site <https://wbtenders.gov.in>
2. Intending bidder can search and download NleT and other tender documents electronically by logging on to the website <https://wbtenders.gov.in>, using his Digital Signature Certificate (DSC). This is the mode of collection of tender Documents electronically.
3. **Earnest Money:** Necessary Earnest Money 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 generating NEFT / RTGS challan from the e-tendering portal.** Intending bidder who wants to transfer **EMD through NEFT / RTGS** must read the instruction of the Challan generated EMD from E-Procurement site. **Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date** as it requires time for processing of Payment of EMD.
Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statutory bid documents. (G.O. No. 3975-F(Y) Dated 28.07.2016 of Secretary to the Govt. of West Bengal, Finance Department may please be referred to).
4. A prospective Bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.
5. **Eligibility criteria for participation in tender:**

(Credential criteria for 1st call of Tender)

- A. The prospective bidders who are eligible to participate (Bonafide Outsider Contractors/Engineering Co-operative societies/Labour Co-operative societies etc.) should have sufficient resource, financial solvency, sufficient experience as per **Notification No.04A/PW/O/10C-02/14** Dated **18.03.2015** of PWD, Govt. of West Bengal, i.e.
 - a. Intending bidder should produce credential of a similar nature of completed work of **at least 40% (Forty Percent)** of the estimated amount put to tender within last 5 (Five) years prior to the date of publishing of this Tender.
OR,
 - b. Intending bidders should produce credentials of 2 (two) similar nature of completed work, each of the **minimum value of 30% (Thirty Percent)** of the estimated amount put to tender during last 5 (five) years prior to the date of publishing of this Tender.
OR,
 - c. Intending bidders 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 i.e. at (a) above.

In case of running works, only those bidders 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 that no penal action has been initiated against the executing agency, i.e., the bidders and the certificate to be issued preferably after publication of this NleT.

Payment certificate without work order will not be treated as credential.

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

No Credentials/ work completion / payment certificate below the rank of Executive Engineer / Deputy Secretary or equivalent will be entertained.

- B. The prospective Bidders should apply supported by completion certificate in support of the credential. Scanned copy of the Completion Certificate issued by the Concerned Executing Authority should be uploaded as Non-Statutory Document through online. The completion certificate produced for credential, should contain:
- Name of work
 - Estimated amount
 - Tendered amount
 - Value of executed work
 - Date of completion of the project along with telephone and detailed communication address of client must be indicated. Payment certificate/work order may not be considered as credential in this respect.
- C. The intending bidder will have to produce the following information / data / credentials /certificates etc. to the undersigned along with the prayer for obtaining permission to participate in the tender.
- Copy of valid PAN issued by the IT department, Govt. of India.
 - Copy of valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017.
 - Copy of the Professional Tax Clearance Challan.
 - Copy of Trade License, latest.
 - No bidder should be allowed against whom penal action initiated /taken against him/his firm/any of constituent partner by any Govt. Department/ Undertaking for bad workmanship during the last 5 years prior to the date of this e-NIT/NIT. The documents as mentioned above will be examined in order to assess the eligibility of the applicant to participate in the tender. On being satisfied about the eligibility, necessary permission will be granted.
 - Neither prospective bidders nor any of constituent partner had been debarred to participate in any tender by any Central/State Government Departments during the last 5 (five) years prior to the date of this NIT. Such debar will be considered as disqualified towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).
- D. Each bidder shall submit their tender offer marked Part-I and Part-II. The Part-I shall contain "TECHNICAL PART OF THE OFFER, Technical Specification (Section- II) & COMMERCIAL TERMS" and Part - II shall contain "PRICE BID". In the Technical part of the offer each bidder must submit all the calculations and filled in questionnaire as called for in the NIT. Failure to comply with the above requirement or submission of incorrect/incomplete information may call for rejection of the tender summarily without any further notice to the bidder.
- E. The prospective bidders or any of their constituent partner(s) should not have abandoned more than one work. Not more than one of their contracts should have been rescinded during the last 3 (three) years from the date of publishing of this NIT. Such abandonment or rescission will be considered as disqualification towards eligibility (**A declaration in this respect through Affidavit will have to be furnished by the prospective bidders without which the technical bid will be treated as non-responsive – See Affidavit A**).
- F. The Bidder's Net Worth for the last year calculated based on capital, profit, and free reserve available to the firm should be positive.
- G. In case of Proprietorship and Partnership Firms and Company, the **Tax Audited Report in 3CB/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.
- H. Registered Unemployed Engineers' Co-operative Societies/ Registered Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report (**in 3CB/3CD Form as per Income Tax Act.**), Certificate of Registration and Valid Clearance Certificate from A.R.C.S. Professional Tax Deposit Challan, PAN Card, Valid 15-digit Goods & Service Tax Payer Identification Number (GSTIN) under GST Act, 2017 with relevant document with up-to-date return along with other relevant supporting papers.
- I. Partnership Firm, Company Limited Firm, Private Company Limited Firm shall be registered by the respective competent authority from the Registrar of Firms, Society, Non-Trading Corporation, Registrar of Companies etc. &

copy of Registration Certificate (with allotment of Registration No.) will have be submitted, otherwise the Technical Bid will not be considered for qualification & Financial Bid shall not be opened.

J. **Joint Ventures will not be allowed for works upto 25 Crores.**

K. The Bidders must submit authenticate copy of invoice challan of Machinery as a proof of legitimate Ownership/Lease.

L. The acceptance of the tender will rest with the accepting authority who does not bind himself to accept the lowest offer or all tenders received and to split up the work without assigning any reasons thereof.

M. **If any Bidder wants to apply in more than one works (Sl. No. 1, 2, 3..... of Table – 1), his eligibility criteria for those works will be assessed in a cumulative manner for each individual aspect like Credentials, Bank Solvency, Annual Turn-Over etc.** If after assessment, the bidder is found to be eligible for lesser works than what the bidder has applied for, the Bid Evaluation Committee will be the sole authority to decide for which work/works the bidder's eligibility has been considered. The Bid Evaluation Committee will not be liable to hear any requests from any third party or the bidder to make his decision.

6. **Date & Time Schedule:**

Sl. No.	Particulars	Date & Time
1	Date of uploading of e-NIT Tender Documents (online) [Publishing date]	11/08/2023 at 16:00 Hrs.
2	Document download starting date (online)/sell starting date (on line)	11/08/2023 at 17:00 Hrs.
3	Date of starting of Bid submission i.e. opening date (on line)	11/08/2023 at 17:00 Hrs.
4	Last date & time for bid submission i.e. closing date (on line)	05/09/2023 at 14:00 Hrs.
5	Date of opening technical proposal (on line)	08/09/2023 at 14:30 Hrs.
6	Date of uploading of list of technically qualified bidders (online)	Will be notified Later on
6	Date of opening of financial proposal (on line)	Will be notified Later on
7	Date of uploading of list of bidders along with the rates through (online), also if necessary for further negotiation through (offline) for final rate.	Will be notified Later on

7. **Submission of Tenders:**

Tenders are to be submitted online through the website, in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned above. Using the Digital Signature Certificate (DSC), the documents are to uploaded virus scanned and digitally signed. The Documents will get encrypted (transformed into non-readable formats).

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

A. **Statutory Technical Folder** containing,

- a. PRE-QUALIFICATION (Properly filled & upload the same Digitally Signed)
 1. **Application, in letter headed pad duly signed in.** Letter head should contain full address, telephone no. Mobile no. & FAX, e-mail id of applicant. (**See Form-I**)
 2. Experience Profile (**See Form-III**) –Download, filled & upload Digitally Signed.
 3. Authenticate copy of invoice challan(s) of Machinery which the intending agency must have own/lease as per list follows: Pipe Welding Machine, Concrete Mixer, Jack-Hammer, JCB, Mechanical Saw, Pumping machinery for Hydraulic Testing. (Scan & Upload Digitally Signed.)
- b. Earnest Money Deposit receipt - Properly scanned & upload the same Digitally Signed.
- c. NleT along with all Corrigendum & Addendum (Properly download & upload the same digitally Signed).
- d. West Bengal Form No-2911(ii) - Properly download & upload the same Digitally Signed.

Note:

- Only downloaded copies of the documents are to be uploaded, virus scanned and digitally signed by the Contractor.
- If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
- Tenders will be summarily rejected if any item in the statutory cover is missing.

- In case of any inadvertent typographical mistake the same to be treated to be corrected as to confirm to the prevailing relevant schedule of rates or technically sanctioned estimate.
- Agencies are requested to quote their percentage rate including GST @18% (Eighteen percent) and Cess @1% (One percent).
- A Labour Welfare Cess @1% (one percent) will be deducted from contractor's bill on account of the 'Building and other construction workers Welfare Cess Act. 1996 (Act 28 of 1996) as per **Memo. No.599A/4M-28/06**Dated**27.09.2006** of the Engineer-in-Chief and Ex. officio Secretary, PWD & PW (Roads) Dept.

B. Non-Statutory Technical Folder containing,

- Up to date Professional Tax Clearance receipts and IT, PAN, etc. Application for such clearance addressed to the competent authority may also be considered.
 - GST Registration Certificate and up to date and valid Return Certificate.
 - Registered Deed for Partnership Firm.
 - Completion Certificate [as stated in Clause 5]
 - For Registered Unemployed Engineers 'Co-Operative Societies and Registered Labour Co-Operative Societies registration papers in support of their registration, Bye Laws, up to date audited balance sheet.
8. **Financial Proposal:** 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 (Percentage Above (+)/ Below (-)/ At per (± 0.00)) over the total estimated cost of the intended job online through computer in the space marked for quoting rate in the BOQ.
Only downloaded copies of the above documents are to be uploaded virus scanned & digitally signed by the contractor.
9. **Bid Validity:** Bid shall remain valid for a period not less than **180 (one hundred Eighty) days** from the Last date & time for bid submission i.e. closing date (on line). 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.
10. **Name & address of Engineer-In-Charge (EIC) for the Work**
Executive Engineer, Murshidabad Division, Municipal Engineering Directorate
Department of Urban Development & Municipal Affairs
5, Babulbona Road, Madhupur, Berhampore
District: Murshidabad, West Bengal, India; Pin - 742101
e-Mail ID: ee.bhp.med@gmail.com
11. **Execution of Work:** The Contractor is liable to execute the whole work as per direction and instruction of the EIC under the control of "Superintending Engineer, Central Circle, Municipal Engineering Directorate." For any dispute, decision of Superintending Engineer, MED, Central circle will be final and binding.
12. **Supply of Materials:** No material will be supplied by the department.
13. **Payment:** The payment will be made as and when fund is available from the concerned source. No claim whatsoever for delay in payment, if any, will be entertained.
14. **Price Escalation:** Adjustment of price (increase or decrease) vide **Memo No.23-CRC/2M-61/2008**Dated**13.03.2009**&**Memo No. 38-CRC/2M-61/2008**Dated**20.04.2009** shall not be applicable. Since BOQ for the works under this NleT is based upon the schedule of rates of Public Works Directorate, Government of West Bengal with Addendum & Corrigendum as mentioned hereinafter, the bidders shall quote their rate (percentage above/below/at par) accordingly considering that no escalation and/or price adjustment will be allowed by the Department thereto under any circumstances.
15. Successful bidders will be required to observe the following conditions strictly:
- Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
 - Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.

- C. Adequate safety and welfare measures must be provided as per the provisions of the building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.
- D. All liabilities arising out of engagement of workers are duly met before submission of bills for payment.
- E. All successful bidders are bound to obey the Health Department's order as well as all other Govt. Guidelines related to prevent outbreak of COVID-19 during execution of work".

If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.

- 16. **Work Site, Drawing & Machinery:** Before quotation of rate the bidder should inspect the site and get fully acquainted with the all physical and technical Parameters related to the successful completion of the work. Intending bidders may see the drawing of work from the Office of the EIC in the office hour of all working days till last date of submission of Tender. The intending Agency should have own minimum Tools and Machinery for successful completion of the work.
- 17. **Formalities:** During execution if any approval from the competent authorities is required the same must be obtained by the Bidder/agency.
- 18. Successful bidders will be required to obtain valid Registration Certificate & Labor License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses U/S 7 of West Bengal Building & other Construction Works' Act, 1996 and U/S 12 of Contract Labour Act.
- 19. **Security Deposit:** Retention money towards performance Security amounting @ current Govt. norms of the value of the work shall be deducted from the running account bill of the bidder, so that the total SD including 2% EMD will be refunded as per prevailing Govt. rules. No interest will be paid on Security Deposit.
- 20. **Defect Liability Period:** As per **Memo No. 5784-PW/L&A/2M-175/2017** Dated **12.09.2017** of Principal Secretary, PWD, the following partial modification in the West Bengal Form No: 2911/2911(I)/2911(II) (herein after referred to as printed Tender Form), in cancellation of earlier **Notification No.177-CRC/2M-57/2008**, Dated **12.07.2012** are made:-

Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following as per **G.O. No. 5784-PW/L&A/2M-175/2017** Dated **12.09.2017**:

Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall

be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

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

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

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

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

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

- (i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
- (ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;

(d) For work with five years Defect Liability Period:

- (i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
- (ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
- (iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,

Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

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

“The word ‘Government’ means the Government of the State of West Bengal in Municipal Engineering Directorate, UD&MA Department.”

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per 52-CRC/2M-06/2014 Dated 27.10.2014 and 5951-PW/L&A/2M-175/2017 Dated 02.11.2017

In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Chairperson, Beldanga Municipality of the concern work on behalf of the contractor.
2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).

3. The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:
 - 4.1. For work with 3 (three) months Defect Liability Period: Full amount shall be refunded to the contractor on expiry of 3 (three) months from the actual date of completion of the work.
 - 4.2. For work with 1 (one) year Defect Liability Period: Full amount shall be refunded to the contractor on expiry of 1 (one) year from the actual date of completion of the work.
 - 4.3. For work with 3 (three) years Defect Liability Period:
 - 4.3.1. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 2 (two) years from the actual date of completion of the work;
 - 4.3.2. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 3 (three) years from the actual date of completion of the work.
 - 4.4. For work with 5 (five) years Defect Liability Period:
 - 4.4.1. No amount shall be refunded to the contractor for first 3 (three) years from the actual date of completion of the work;
 - 4.4.2. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 4 (four) years from the actual date of completion of the work;
 - 4.4.3. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 5 (five) years from the actual date of completion of the work.

21. No **CONDITIONAL/INCOMPLETE TENDER** will be accepted under any circumstances.

22. **Additional Performance Security:** As per **Memo no.4608-F(Y)** Dated **18.07.2018** of Finance Department Govt. of West Bengal, to ensure the quality and proper execution of the work in public interest, an Additional Performance Security @ 10% of the Tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate Put to tender.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank Before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within 7 (Seven) Working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other Necessary actions as per e-NIT like blacklisting of the contractor, etc., may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

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

23. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later Notification will supersede former one in following sequence:

- [A] WEST BENGAL FORM NO-2911(ii)
- [B] NIeT
- [C] All Corrigendum & Addendum.

24. **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:-

- A. Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied Items of work appearing in the tender schedule.
- B. Rate of supplementary items shall be analyses to the maximum extent possible from rates of the allied items of Work appearing in the schedule of rates of probable items of work as will be in force at the time of NIeT.
- C. 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.

D. Black market rates shall never be allowed.

E. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Site Order Book or any written order from the tender accepting authority.

25. The Tender Inviting Authority reserves the right to cancel the NleT due to unavoidable circumstances and no claim in this respect will be entertained.

26. **Arbitration:** Clause 25 of West Bengal Form No. 2911(II) is modified vide **Memo No. 8182-F(Y)**Dated**26.09.2012** of Finance Department, Govt. of West Bengal, as follows:

“Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter;

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 (fifteen) days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor’s letter.

The Dispute Redressal Committee in each of the works Departments shall be constituted with the following officials as members:

1. Additional Chief Secretary/Principal Secretary/Secretary of the Department concerned.	Chairman
2. Engineer-in-Chief/Chief Engineer or any officer of equivalent rank of the Department.	Member
3. One Designated Chief Engineer/ Engineer of the Department to be nominated by the Department concerned.	Member Secretary and Convenor
4. One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Adviser in case of the works Department where FA system has been introduced.	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

27. Periodical quality test of materials supplied by the agency and final products are to be made as per guideline of schedule of PWD/I.S. at Contractor’s cost. Testing of materials/final products will be done from the outside recognized laboratory at the discretion of Engineer-in-Charge. In both the cases necessary cost of testing charges will be borne by the agency.

28. **No Mobilisation Advance** and Secured Advance will be allowed. Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work, storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site. The agencies will have to install the above machineries on the site **within 15 (Fifteen) days** from this end positively with application of Tender.

29. Before issuance of LOC/Work Order, the TIA may verify the credential and all other documents of L1 bidder if Found necessary. After verification if it is found such documents submitted by the L1 bidder is either Manufactured or false then work order/LOC will not be issued to L1 bidder and further penal action will be taken against the agency as per rule.

30. **During the scrutiny, if it comes to the notice to the tender inviting authority that the credential(s) and/or any other paper(s) has/have been of any bidder found incorrect/ manufactured/fabricated, that bidder will not be allowed to participate in the tender and that application will be outright rejected.**

31. The intending Bidders should clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The undersigned reserves the right to reject any or all the application(s) for purchasing Bid Documents and/or to accept or reject any or all the offer(s) without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tendered at the stage of Bidding.
32. The Bid Evaluation Committee reserves the right to ignore minor deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee will be entertained. In case of re tender, the Bid Evaluation Committee reserves the right to ignore some deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained. In case of third and subsequent calls, the Bid Evaluation Committee reserves the right to ignore some more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.
33. Bidders should upload their documents from original copies. Uploading Photocopy & illegible copies will not be accepted.
34. This NleT shall form a part of the contract document. The successful bidder on acceptance of his bid by the Accepting Authority, shall have to sign the contract consisting of NleT, all tender documents forming part of the bid as uploaded at the time of invitation of bid, the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto and standard West Bengal Form No. 2911(ii).
35. All G.O. issued by the Finance Department, Government of West Bengal and/PW Department, Government of West Bengal, related to e-Tender prior to the date of invitation is wholly, solely and squarely applicable.
36. **TIA may call for any document at any stage of tendering process through online shortfall notice.** The document(s) in possession of bidder on the date of submission of original tender can only be placed to the TIA through online mode only. Any type of generation of document after the date of original tender submission shall not be accepted.
37. If any inquiry or application regarding Technical Evaluation, should be made within 48 Hours of uploading of Technical Bid otherwise later it will be not entertained.
38. Vendor List for Steel & Cement will be approved by Engineer-in-charge before execution of Work.
39. Design Mix for concrete must be submitted by the Agency before execution of work as per direction of EIC.



Chairperson
Beldanga Municipality

Memo No. 2539(9)/II-1/23

Dated- 10.08.2023

e-Tender Copy will be forwarded for information and necessary action to: -

- 1) The State Mission Director, AMRUT
- 2) The Secretary, Municipal Engineering Directorate, Bikash Bhavan, Salt Lake City, Kolkata - 700091
- 3) The Chief Engineer, Municipal Engineering Directorate, Bikash Bhavan, Salt Lake City, Kolkata – 700091
- 4) The District Magistrate, Malda District, Malda, West Bengal.
- 5) The Secretary, Municipal Engineering Directorate, Bikash Bhavan, Salt Lake City, Kolkata - 700091
- 6) The Additional Chief Engineer, North, Municipal Engineering Directorate, Siliguri.
- 7) The Superintending Engineer, Central Circle, Municipal Engineering Directorate, Malda.
- 8) The Executive Engineer, Murshidabad Division, Municipal Engineering Directorate, Berhampore.
- 9) The Office Notice Board.



Chairperson
Beldanga Municipality

SECTION – A

INSTRUCTION TO BIDDERS

General guidance for e-Tendering

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

1. Registration of Contractor

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

2. Digital Signature certificate (DSC)

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2. DSC is given as a USB e-Token.

3. The contractor can search & download e-NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Modalities regarding participation of a bidder in different works & modification of certificate in the declaration Proforma attached with the Memorandum No. 797-W(C)/1M24/15 Dated 06.12.2017

[Ref. Memo No.80-W(C)/1M-24/15 Dated 25.01.2018 of Additional Chief Secretary, PWD]

(A) In a particular N.I.T., having multiple work, a bidder can participate in more than one work provided the bid capacity permits and **the bidder is capable to arrange and deploy separate set of required machineries for multiple works and complete the work in specified time.**

(B) In the declaration proforma attached with the **Memo No.797-W (C)/1M-24/15 Dated 06.12.2017**, the 5th certificate would be read as **"Certified that I have applied in the tender in the capacity of individual/as a partner of a firm" in place of "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 e-NIT restricted to maximum one no. works, if more than one work in the same e-NIT"**

5. Submission of Tenders.

Tenders are to be submitted online through the website stated in Cl. 2 in two folders as per tender schedule, one is Technical BID (Part-I) & the other is Financial BID (Part-II) 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).

(A) TECHNICAL PROPOSAL (PART I)

The Technical proposal to be submitted in the following two covers (Folders):

(A-1) Statutory Cover Containing:

Following Scanned Documents are to be uploaded virus scanned and digitally signed by the Bidders:-

- (a) NIT
- (b) W.B.F. No. 2911 (ii)
- (c) Tender Documents
- (d) Prequalification (Section-B, Form-I, II & Affidavit).

[**Note:** At the time of submission of technical bid (online), bidders eligible for exemptions of Earnest Money (EMD) have to select exempted: yes and then upload the undertaking/exemption G.O.]

(A-2) Non-Statutory Cover Containing:

Following Scanned Documents are to be uploaded virus scanned and digitally signed by the Bidder:-

- (a) GST Registration / PAN / P. Tax Clearance Certificate,
- (b) Income Tax Acknowledgement Receipt for last assessment year.
- (c) Affidavit (Declaration by the Bidder)
- (d) Trade License etc.
- (e) Registration Certificate under Company Act. (if any).
- (f) Registered Deed of Partnership Firm / Article of Association & Memorandum.
- (g) Power of Attorney (For Partnership Firm / Private Limited Company, if any).
- (h) Audited Balance Sheet & Profit & Loss A/c for last 5 (Five) Financial Year [if applicable]
- (i) Experience Certificate for completion/ Payment Certificate of similar nature of work. (Section-B, Form-IV)

(j) Scanned copy of Original Credential Certificates.

The above stated non-statutory/technical documents should be arranged in the following manner:

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.

Sl. No.	Category Name	Sub Category Description	Details	Remarks
A	CERTIFICATES	CERTIFICATES	GST Registration / PAN / P. Tax Clearance Certificate Income Tax Acknowledgement Receipt	
B	COMPANY DETAILS	COMPANY DETAILS	Proprietorship Firm (Trade License) Partnership Firm (Partnership Deed, Trade License). Ltd. Company (Incorporation Certificate, Trade License) Power of Attorney Society (Society Registration copy, Trade License)	
C	CREDENTIAL	CREDENTIAL	Certificate of credential for Similar Nature of Work Done & Completion certificate/ Payment Certificate	
D	P/L & BALANCE SHEET	FY – 2017-18 FY – 2018-19 FY – 2019-20 FY – 2020-21 FY – 2021-22	Profit & Loss & Balance Sheet (with annexure and 3CB/3CD Form in case of Tax Audit)	

[**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.]

All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the Bidder in the Declaration Folder of My Documents.

(B) FINANCIAL PROPOSAL (PART II)

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 online through computer in the space marked for quoting rate in the BOQ; only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

6. Submission of Earnest Money:

The earnest money should be deposited through Government e-portal system.

7. Opening & evaluation of tender:

(A) Opening of Technical proposal: -

- i) Technical proposals will be opened by the undersigned or his authorized representative electronically from the web site using their Digital Signature Certificate.
- ii) Intending bidders may remain present online 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) Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evolution committee.

(B) Uploading of summary list of technically qualified bidders:

- i) Pursuant to scrutiny & decision of the Tender Evaluation committee the summary list of eligible bidders will be uploaded in the web portals.
- ii) While evaluation the committee may summon the bidders & 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.

(C) Financial proposal

- i) Financial proposals of the bidders declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal on the prescribed date, by the undersigned.
- ii) The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii) The Financial Proposal shall be evaluated by the Tender Inviting Authority for scrutiny and approval. Final summary result containing inter-alia, name of contractors and the rates quoted by them shall be uploaded

provided he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.

- iv) However, if there is any scope for lowering down of rates in the opinion of the Tender Inviting Authority, further negotiation meeting with the lowest bidder may be held at the office of the concerned Executive Engineer which will be done offline. The final negotiation statement shall be uploaded in the website.

8. Penalty for suppression/distortion of facts:

If any Bidder fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Bidder will be suspended from participating in the tenders on e-Tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Executive Engineer, Malda Division, Municipal Engineering Directorate may take appropriate legal action against such defaulting Bidder.

9. Rejection of Bid:

The employer (Tender accepting authority) receives the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidder or Bidders.

10. Award of Contract:

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority. The notification of award will constitute the formation of the Contract. The Agreement in West Bengal Form No-2911(ii) with incorporation of all the required documents, i.e., NleT including all its addenda & corrigendum, Application and Financial Offer on Bill of Quantities (BOQ) will be executed between the Tender Accepting Authority and the successful Bidder. The Tender Inviting Authority may ask for submission of the hard copy of all the uploaded documents of all eligible bidders along with original, before awarding contract.



**Chairperson
Beldanga Municipality**

SECTION – B:

Forms to be submitted by the bidders

FORM –I

PRE-QUALIFICATION APPLICATION

To,
The Chairperson,
Beldanga Municipality
Dist :- Murshidabad, West Bengal

Ref.:- Tender for the work: - _____

NleT No. WB/MAD/ULB/BEL/NleT-08/2023-24

Respected Sir,

Having examined the Statutory, Non Statutory & NleT 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 in 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 reserves 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.

FORM –II
FINANCIAL STATEMENT

B1	Name of Applicant:					
B2	Summary of assets and liabilities on the basis of the audited financial statement of the last five financial years. (Attach copies of the audited financial statement of the last five financial years)					
		Year (Rs. in Lakh)	Year (Rs. in Lakh)	Year (Rs. in Lakh)	Year (Rs. in Lakh)	Year (Rs. in Lakh)
	a) Current Assets : (It should not include investment in any other firm)					
	b) Current liabilities : (It should include bank over draft)					
	c) Working capital : (a) – (b)					
	d) Net worth : (Proprietors Capital or Partners Capital or Paid up Capital + Resource & surplus)					
e) Bank loan/Guarantee:						
B2	Annual Turn Over					
B3	Annual value of works undertaken :					
Work in hand i.e. Work order issued	As on	As on	As on	As on	As on	As on
Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Tender No.	Estimated Amount	% of work executed	Sl. No.	Name of the work with Tender No.	Tendered Amount

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date _____

FORM –III
EXPERIENCE PROFILE

Name of Applicant:

LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.

Name of Employer	Name, Location &nature of work	Name of Consulting Engineer responsible for supervision	Contract Price (inRs.)	Percentage of Participation of company	Original Date of start of work	Original Date of Completion of work	Actual Date of completion of work	Reasons for delay in 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.

Signature of applicant including title
And capacity in which applicant is made.

FORM –IV
DECLARATION AGAINST COMMON INTEREST

To,
The Chairperson,
Beldanga Municipality,
Dist :- Murshidabad, West Bengal,

Ref.:- Tender for the work: - _____

NieT No. WB/MAD/ULB/BEL/NieT-08/2023-24

Respected Sir,
I/We, Sri/Smt. _____, the authorized signatory on behalf of _____ do hereby affirm that I/We/any of the member of _____ bidding against NieT No. mentioned above, do not have any common interest either as a partner in any partnership firm /consortium/Joint Venture or as proprietor/Principal Share Holder of any other Firm/Company in the same serial for the work I/we want to participate.

Dated this _____ day of _____ 20_____

Full name of Bidder / Contractor: _____

Authorized Signatory: _____

In the capacity of: _____

Duly authorized to sign bid For& on behalf of (Name of Firm): _____

(In block Capital letters or typed)

Office address with seal: _____

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

e-mail ID: _____

Note: In case of Joint Venture & Consortium the Lead Member to submit this format.

(DIGITAL SIGNATURE OF BIDDER IS SUFFICIENT)

AFFIDAVIT – “A”

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

Ref.:- WB/MAD/ULB/BEL/NIEt-08/2023-24

- a. I, the undersigned, 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.
- b. The under-signed also hereby certifies that neither our firm M/s. _____
_____ nor any of constituent partner had been debarred to participate in tender during the last 5 (five) years prior to the date of this NIEt.
- c. The undersigned also hereby certifies that no penal action initiated /taken against neither our firm M/s. _____
_____ nor any of constituent partners for bad workmanship during the last 5 years prior to the date of this NIEt.
- d. The undersigned would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
- e. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
- f. Certified that I have applied in the tender in the capacity of individual/as a partner of a firm & 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 – C

Special Terms and Conditions

- C - 1. General:** Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications as mentioned in the Departmental Schedule, i.e., Public Works Department Schedule of Rates for Building Works (Volume – I), Sanitary & Plumbing works (Volume – II), Road & Bridge Works (Volume–III), Public Health Engineering Department Schedule for Civil and Electro-Mechanical Works, Urban Development and Municipal Affairs Schedule for Water Supply Works with up-to-date agenda & corrigenda, if any, in force issued from competent authority or relevant I.S./ I.R.C. Codes of practice or National Building Code in force at the time of uploading of tender will be considered for the appropriate working area.
- C - 2. Definition of “Engineer-in-Charge” and commencement of work:** The word “Engineer-in-Charge” means the Executive Engineer, M.E. Directorate of the concerned Division. The word “Department” appearing anywhere in the tender documents means Municipal Engineering Directorate under UD&MA Department, Government of West Bengal, who have jurisdiction, administrative or executive, over part or whole of the works forming the subject matter of the tender or contract. The word “approved” appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work will have to be taken up within specified time as mentioned in the work order. Failure to do so will constitute a violation of the contract stipulation as regards to proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form. The Superintending Engineer of concerned Circle, Municipal Engineering Directorate, Government of West Bengal will act as Nodal Superintending Engineer. The Executive Engineer, concerned Division, M. E. Directorate, Government of West Bengal shall be the Nodal Engineer-in-Charge of the work. Nodal Superintending Engineer will control the whole work. Deviation of the work if any should be controlled and sanctioned/approved by the nodal Superintending Engineer of MED as per **G.O. No. 5784-PW/L&A/2M-175/2017 Dated 12.09.2017**.
- C - 3. Terms & Conditions in extended period:** As Clause 5 of West Bengal Form No. 2911(ii) when an extension of time for completion of work is granted by the Engineer-in-Charge for valid reasons over which the contractor have no control, it will be taken as granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated up to the extended period.
- C - 4. Co-operation with other agencies and damages and safety of road users:** All works are to be carried out in close co-operation with the Department and other contract(s) that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.
- C - 5. Transportation arrangement:** The contractor will arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have to arrange at his own initiative so that progress of work is not hampered and no claim whatsoever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from Department in this regard. The contractor must consider this aspect while quoting rate.
- C - 6. Contractor’s Site Office:** The contractor will have to set up an office adjacent to the work as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor’s authorised agent or representative. For such intimation to the contractor’s site office, it will be deemed to be sufficient enough to be served upon the contractor. On selection, the contractor shall have to strictly display the work program in Bar Chart and relevant drawings of the project in the site office.
- C - 7. Incidental and other charges:** The cost of all materials, hire charges of Tools and plants, labour, Corporation/ Municipal Fees for water supply, Royalty or road materials if (any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of all taxes, all other charges for the execution of the

specified work, including supply of materials and related carriage, complete or finished in all respect up to the entire satisfaction of the Engineer-in-charge of the work. No extra claim in this regard beyond the specified rate as per work schedule in this respect will be entertained.

C - 8. Authorised Representative of Contractor: The contractor should not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorised representatives in respect of one or more of the following purposes only.

C - 8 - 1. General day to day management of work.

C - 8 - 2. To give requisition for Departmental materials, Tools & Plants etc., to receive the same and sign hand receipts thereof.

C - 8 - 3. To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken as accepted by the contractor.

The selection of the authorised representatives will be subject to the prior approval of the Engineer-in-Charge concerned and the contractor will in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the attested specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorised for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorised representatives and the contractor will be bound to abide by such directions. The Engineer-in-Charge will not be bound to assign any reason for his revised directions. Any notice correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor.

C - 9. Power of Attorney: The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department will not be bound to take cognizance of such of attorney.

C - 10. Extension of time: For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants etc. will be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause 5 of the printed form of West Bengal Form No. 2911(ii).

C - 11. Contractor's Go-down: The contractor must provide suitable go-downs for cement and other materials at the site of work. The cement go-down should be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these go-downs or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately to removed from the site by the contractor as per directed of the Engineer-in-Charge.

C - 12. Arrangement of Land: The contractor will arrange land for installation of his Plants and Machineries, his go-down, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the said purpose on the written permission of the ULB authority as per rule.

C - 13. 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 will have to make his own arrangements for storage of tools, plants, equipment, materials etc. of adequate capacity and will clear and remove on completion of work and will also remove the shed, huts etc. which he might have erected in Government land. If after such use, the contractor fails to clear the land, Department will arrange to remove those installations and adequate recovery will be made from the dues of the contractor.

C - 14. Work Order Book: The contractor will within 7 (seven) days of receipt of the order to take up the work, supply at his own cost one Work Order Book to Sub-Divisional Officer/Assistant Engineer concerned, who is authorised to receive and keep in custody the Work Order Book on behalf of the Engineer-in-Charge. The Work Order Book will be kept at the site of work under the custody of Sub-Divisional Officer/Assistant Engineer or his authorised representative. The Work Order Book should have machine numbered pages in triplicate. Directions or instructions from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorised representatives should regularly note the entries made in the Work Order Book and also record thereon the actions taken or being taken by him for complying the said directions or instructions on any relevant points relating to the work. The contractor or his authorised representative may take away the triplicate pages of the Work Order Book for his own record and guidance.

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

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

- C - 14 - 1. Name of the Work;
- C - 14 - 2. Reference to contract number;
- C - 14 - 3. Contractual rate in percentage;
- C - 14 - 4. Date of opening of the Work Order Book;
- C - 14 - 5. Name and address of the Contractor;
- C - 14 - 6. Signature of the Contractor;
- C - 14 - 7. Name & address of the Authorized representative (if any);
- C - 14 - 8. Specific purpose for which the contractor's representatives is authorized to act on behalf of him;
- C - 14 - 9. Signature of the authorized representative duly attested by the Contractor;
- C - 14 - 10. Signature of the Sub-Divisional Officer / Assistant Engineer concerned;
- C - 14 - 11. Date of actual completion of work;
- C - 14 - 12. Date of recording final measurement;

The last two entries shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the Sub-Divisional Officer/Assistant Engineer.

C - 15. Clearing of Materials: Before starting any work, work site, wherever necessary, must be properly dressed after cutting clearing of all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structures or obstructions including some pipes in underground works, if any, must also be removed. All scars of construction should be obliterated and the whole site should be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. Total length (in case of road project) should be demarcated by proper chainage with fixing 200 m post as per direction of the Engineer-in-Charge on both sides of the alignment and Bench Marking at desired locations as per direction of the Engineer-in-Charge. No separate payment will be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

C - 16. Sundry Materials: The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-in-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout of different works and fix up alignment and the contractor will have to maintain and protect the same till completion of the work. All machineries and equipment like Level Machine, Staff, Theodolite etc. and other sundry material like pegs, strings, nails, flakes instruments etc. and also skilled labour required for setting out the levels, for laying out difference structures and alignment will also have to be supplied by the contractor at his own cost as per direction of the Engineer-in-Charge without any extra claim towards the Department.

C - 17. Supplementary/Additional items of Works:

- C - 17 - 1. Rates of Supplementary Item(s) will be analysed in the 1st instant as far as possible from the rates of the allied items of works appearing in the tender schedule.
- C - 17 - 2. Rates of Supplementary Item(s) will be analysed to the maximum extent possible from the rates of allied items of works appearing in the Public Works Department Schedule of Rates (for Building / Sanitary & Plumbing Works) of probable items of work forming part of the tender document. Rates of SOR for the working area at the time of floating of NleT will be applicable.
- C - 17 - 3. In Case, additional items do not appear in the above Public Works Department Schedule of Rates, such items for the works will be paid at the rates entered in the Public Works (Roads) Department Schedule of Rates for the working area at the time floating of NleT.
- C - 17 - 4. If the Supplementary Item(s) cannot be computed even after application of clauses stated above, rates of supplementary item(s) will be analysed to the maximum extent possible from the rates of allied items of works appearing in the current PWD Schedule of Rates (for Building/Sanitary & Plumbing/Road Works) of probable items of work for the work area at the time of execution of work.
- C - 17 - 5. If the rates of the Supplementary Item(s) cannot be computed even after application of clauses stated above, the same will be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (both together) at 10% (ten percent) will be allowed only. In that case the contractual percentage will not be applicable. In such cases rates should be determined by the Superintending Engineer concerned under whom the work is being executed.

Contractual percentage shall only be applicable with regard to the portions of the analysis based on PWD Schedule of Rates as mentioned in Clauses stated above only.

It may be noted that the cases of supplementary items of claim will not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

C - 18. Covered up works: When one item of work is to be covered up by another item of work the later item should not be done before the formal item has been measured up and has been inspected by the Engineer-in-Charge or the Sub-Divisional Officer/Assistant Engineer, as the authorized representative of the Engineer-in-Charge and order given by him for proceeding with the later item of work. When, however, this is not possible for practical reasons, the Sub-Assistant

Engineer, if so authorized by the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the later item.

- C - 19. Approval of Sample:** Samples of all materials to be supplied by the contractor and to be used in the work will have to be approved by the Engineer-in-Charge and checking the quality of such materials will have to be done by the concerned Department or as directed by the Engineer-in-Charge prior to utilization in the work.
- C - 20. Water and Energy:** The contractor will have to arrange at his own cost, required energy for operation of equipment and machineries, for operating pump set, illuminating work site, office, etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at the site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.
- All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors' staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from the Department.
- C - 21. 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.
- C - 22. Road open to traffic:** It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the program of work must be so adjusted as not to disturb the smooth flow of road traffic in any way. If necessary, diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in the specific price schedule. The contractor will also have to indemnify the Department against consequences of any such injury or accident, if so happens and which, as per opinion of the Engineer-in-Charge is due to contractor's fault.
- Suitable road sign, as and where necessary, should be provided by the contractor at his own cost as per direction of the Engineer-in-Charge and will also be maintained till the completion of the work. Road barriers, with red light at night, are to be placed where the existing surface is disturbed with proper road signs. All these should be done at the cost of the contractor without any extra claim towards the Department.
- C - 23. Drawings:** All works should be carried out in conformity with the drawings supplied by this Department. The Contractor will have to carry out all the works according to the Departmental General Arrangement Drawing and Detail Working Drawings to be supplied by the Department from time-to-time.
- C - 24. 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.
- C - 25. Unserviceable Materials:** The Contractor will have to remove all unserviceable materials, obtained during execution at a place as will be directed. The contractor should dress and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.
- C - 26. Contractor's risk for loss or damage:** All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim from the Department.
- C - 27. Idle labour & additional cost:** Whatever may be the reason, no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. will be entertained under any circumstances.
- C - 28. Charges and fees payable by contractor:**
- C - 28 - 1. The contractor will have to pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and will keep the department indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or law.
- C - 28 - 2. The Contractor will save and indemnify the department from and against all claims, demands, suit and proceedings for or on account of infringement of any patent, rights, design, trade mark of name of other protected

right in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

C - 29. Issue of Departmental Tools and Plants: All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost. All cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

C - 30. Realisation of Departmental claims: Any of sum money due and payable to the contractor (including security deposit refundable to him/her) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government. If the entire claim of Government is not appropriated by this way, claim for balance amount may be appropriated as per Public Demand Recovery Act.

C - 31. Compliance of different Acts: The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or Superintending Engineer of the concern Circle of P.W. Directorate may at his discretions, take necessary measure over the contract.

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

The contractor shall be bound to furnish the 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.

C - 32. Safety, Security and Protection of the Environment: The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

C - 32 - 1. have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the Department);

C - 32 - 2. provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others;

C - 32 - 3. take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation;

C - 32 - 4. ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

C - 33. Commencement of work: The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting e-Tender.

C - 34. Program of work: Before actual commencement of work the contractor shall submit a program of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a program 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 program in consultation with the contractor and such approved program shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-in-Charge and is modified by him/her. The contractor must pray in writing, showing sufficient reasons therein for modification of program.

The work shall have to be executed strictly as per the time limit mentioned in this document failing which shall invite appropriate penalty as applicable.

The conditions laid down in Clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

C - 35. Setting out of the work: The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions, and alignments of all parts of work, if any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions, or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any

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

C - 36. Precautions during works: The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.

C - 37. Testing of qualities of materials & workmanship: All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per specification mentioned in the relevant Schedule of Rates for Building Works (Volume - I) and Sanitary & Plumbing Works (Volume - II) and relevant IS / IRC codes and the Engineer-in-Charge reserves the right to test, examine and measure the materials / workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Government Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests will have to be borne by the agency and that must be considered during quoting rate.

C - 38. Site Condition: The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffic during day as well as to night. The execution of the work should be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account.

Difficulties and inconveniences in transporting materials over the bad roads, Kutchra roads, incomplete roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over kutchra roads. These approach roads should be maintained by the Contractor at his own cost.

Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be any, should be noted by the bidder. No extra rate or extra time will be allowed on these accounts. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing will be entertained under any circumstances beyond the respective tendered provisions.

C - 39. Preliminaries: During execution of the work, contractor will remain responsible for providing reasonable facilities to traffic on the road and lighting and guarding of the road during night for its safety while the work is in progress and no extra rate will be paid on this account before taking up the work.

Approximately half of the road width including one flank should be kept clear to the traffic from all obstructions and the surface should be properly cleaned and leveled as far as possible.

Sign Boards / Direction Boards are to be erected at required points of specified size indicating in red letters on a white back ground as per direction of the Engineer-in-Charge, cost of which will have to be borne by the agency.

Road barriers should be placed wherever the existing road surface is disturbed with proper road signs. During night, these should be provided with light, Night Guard/"Chowkidar" for watching the barrier etc. should also be maintained by the Contractor to give due warning to road users, especially at night.

C - 40. Specification for Building, Sanitary & Plumbing Works & Ancillary Works and Quality Control Tests: All works and all quality control tests should conform to specifications mentioned in the BOQ and in the NleT and in the relevant "Schedule of Rates, Building, Sanitary & Plumbing Works of PWD, Government of West Bengal read with relevant Corrigenda and Addenda". Where the above BOQ, NleT & SOR is silent about specification or quality control tests of any particular item of work, the same should conform to the specifications and quality control test laid down in the relevant, "Schedule of Rates of Road & Bridge Works PWD, Government of West Bengal read with relevant Corrigenda & Addenda / relevant IS / IRC Codes of practice."

C - 41. Timely completion of work: All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting e-Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

C - 42. Procurement of materials: All materials required to complete execution of the work will have to be supplied by the contractor after procurement from authorized and approved source.

- C - 43. Rejection of materials:** All materials brought to the site must be approved by the Engineer-in-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours from the issue of order to that effect. In case of non-compliance of such order, the Engineer-in-Charge will have the authority to cause such removal at the cost and expense of the contractor and the contractor will not be entitled to claim for any loss or damage on that account.
- C - 44. Implied elements of work in items:** Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges will be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are deemed to be inclusive of the same.
- C - 45. Damaged cement:** Any cement lying at contractor's custody, which is found at the time of use to have been damaged, will be rejected and must immediately be removed from the site by the contractor or disposed of as directed by the Engineer-in-Charge at the costs and expenses of the contractor.
- C - 46. Issue of Departmental Materials:** Departmental materials will not be issued under any circumstances.
- C - 47. Forced Closure:** In case of forced closure or abandonment of the works by the Department, the contractor will be eligible to be paid for the finished works and reimbursement of expenses actually incurred but not for any losses.
- C - 48. Tender Rate:** The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawings and designs prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those will have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. No conditional rate will be allowed in any case.
- C - 49. Delay due to modification of drawing and design:** The contractor will not be entitled for any compensation for any loss due to delay arising out of modification of the drawing, addition & alterations of specifications, delay in issuance of drawings, etc.
- C - 50. Additional Conditions:** A few additional conditions under special terms and conditions:
- C - 50 - 1. Rate quoted will be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.
 - C - 50 - 2. Rate quoted will be inclusive of all Taxes.
 - C - 50 - 3. Display board (Informatory) of size 150 cm X 90 cm is to be provided at starting and end chainage of the work-site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Meter at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of the Engineer-in-Charge.
 - C - 50 - 4. The Contractor is to display caution board maintaining I.S. / I.R.C. norms at his own cost as per direction of the Engineer-in-Charge.
 - C - 50 - 5. Deep excavation of trenches left out for days should be avoided.
 - C - 50 - 6. Labour Welfare CESS will be deducted @ 1% (one percent) of gross bill value as per rule, if applicable.
 - C - 50 - 7. The whole work will have to be executed as per Departmental drawings available in this connection at the tendered rate.
 - C - 50 - 8. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
- C - 51. Royalty:** The Contractor will have to comply the relevant rules and regulations and laws of the land in this regard.
- C - 52. Night Work:** The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, must execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons, the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatsoever in this respect will be made to the contractor.
- C - 53. Working condition:** During execution of work, contractor will remain responsible for providing unhindered passage to traffic on road adjacent to site, providing lighting and guarding arrangement during night for safety and no extra cost will be paid on this account. Work may be required to be executed at night also. Accordingly, sufficient lighting arrangement is to be made by the bidder and the cost of such arrangement shall be deemed to have been included in the rates of relevant items. It is to be noted that there will not be any electrical facility at work site. Bidder should make his own arrangement for water, necessary power of lighting, welding, running of pumps etc. and the cost for such arrangement shall be deemed to have been included in the rates quoted by the bidder.


Chairperson

Beldanga Municipality