



**( GOVERNMENT OF WEST BENGAL )**  
**OFFICE OF THE EXECUTIVE ENGINEER**  
**CIVIL ENGINEERING DIVISION NO. III ; SUNDARBAN DEVELOPMENT BOARD**  
Bidhannagar Poura Bhavan, 5<sup>th</sup> Floor, FD-415/A, Salt Lake, Kolkata – 700106.

**NOTICE INVITING e TENDER**

**e-NIT NO – WBSDB/EE/CED-III/NIT-26(e)/2017-18**

**Memo No :350/CED-III/ET-26/2017-18**

**Dated :21.03.2018**

Separate tenders are being invited by the **Executive Engineer, Civil Engineering Division No.-III**, Sundarban Development Board on behalf of the Governor of West Bengal for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible and resourceful contractors/bidders having sufficient credential and financial capability for execution of works of similar nature.

Intending contractors/bidders desirous of participating in the tender are to login to the website <https://wbtenders.gov.in>. The tender can be searched by typing the First Four Letters in the search engine provided in the website.

Contractors/Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) or as notified by the Ca / Finance Department from time to time. DSC is given as a USB e-Token. After obtaining the Class 3/Class 2 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website. A list of such licensed CA's is also available in the CCA website [cca.gov.in](http://cca.gov.in).

Intending contractors/bidders are required to download the e-tender documents directly from the website stated above. Tender is required to be submitted on-line with the help of the e-Tokens provided. **This is the only mode of submission of tender documents.** The interested bidders eligible for the tender may submit their bids through the e-Procurement system using their valid DSC e-Token with assigned PIN and using login ID and password.

**Last date & time of submission of e-bids online is on 14.04.2018 till 18.00 hours.**

The intending bidders/contractors must read the 'Terms & Conditions' contained in the e-Notice Inviting Tender (e-NIT) carefully. He/she should particularly go through the eligibility criteria, and satisfy himself/herself of the mandatory requirements. All contractors desirous of participating in the e-tender may submit bids for the work only if they fulfill the minimum eligibility criteria and are in possession of all the required documents in original.

All information posted in the website consisting of e-NIT and related documents, WB Form No. 2911(i)/2911(ii), Bill of Quantities (BOQ), EMD exemption order if any of competent authority, corrigenda and drawings etc. if any, shall form a part of the e-Tender Agreement document.

**General Terms & Conditions for e-tenders**

**1. Eligibility for participation :**

Bonafide tenderers/bidders, Registered Engineers'/Labour Co-operative Societies, Consortiums and Partnership firms registered with the State Government and contractors/bidders of equivalent grade or class, registered with the Union Government / Military Engineering Services / Indian Railways for execution of civil works are eligible to participate depending on the criteria as laid down below in the subsequent para.

**Joint venture firms are not eligible to participate in e-tenders.**

**Note:** *In case of consortiums, maximum number of constituents shall be restricted to 5 (five) and each of the constituent must have at least 10% work credential as well as at least 10% annual turnover from business in preceding 3 years within zone of consideration. Individual constituents of a consortium cannot form another consortium.*

## 2. Collection of Tender Documents :

Tenders are to be submitted online and intending tenderers are to download the tender documents from the website mentioned earlier, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below.

## 3. Participation in more than one serial of work in an e-tender :

In general, any tenderers/bidders can submit 03 (three) nos. for the Concrete Road works of the tender published in the e-NIT depending on his/her previous work credential and financial capability, details of which have been stated later.

## 4. Pre-Bid meeting :

A pre-Bid meeting may be held in the office chamber of the Tender Inviting Authority on Day 4 or 5 from the date of publication of e-NIT, which shall be notified later for the works having tender value more than Rs. 1.00 crore, if felt necessary.

## 5. Submission of Tender

### 5.1 General process of submission

Tenders are to be submitted online through the website stated earlier. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the e-tender, through the above website within the stipulated date and time, as given in the e-tender. Tenders are to be submitted in two folders at a time for each work, one is "Technical Proposal" and the other is "Financial Proposal". The tenderer shall carefully go through all the documents and prepare to upload the scanned documents in Portable Document Format (PDF) files in the designated link in the web portal as Technical Bid. He/she needs to fill up the rates of items/percentage in the BOQ, downloaded for the work, in the designated cell only and upload the same in designated link in the web portal as Financial Bid. The documents uploaded are to be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should especially take note of all the addendum/corrigendum related to the e-tender and upload all these documents also as a part of their tender documents.

Documents uploaded by the tenderers/bidders with all information & rates comprising Technical bid and Financial bid cannot be changed after last / end date for submission of e-tender.

### 5.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or declarations in the following standardised formats in two covers (folders).

**All scanned copies should be made from original documents.**

#### **A. Technical Cover containing :-**

- i. Application for Tender - (Vide Form-1) (to be submitted in "**Forms**" folder)
- ii. Tender Form No. 2911(ii) – Form 2911(ii) published with the e-NIT to be downloaded and then uploaded and digitally signed. ( to be submitted in "**2911**" folder)
- iii. Notice Inviting Tender (NIT) – The e-NIT as published is to be downloaded and then uploaded and digitally signed ( to be submitted in "**NIT**" folder)
- iv. Tender Fee – **NIL**
- v. Earnest Money Deposit (EMD) – On-line submission of EMD is mandatory. It is the pre-condition through which bidder can take part in the e-procurement procedure. For online EMD submission, follow the detail guidelines as described later.
- vi. Average annual turnover from contracting business- Scanned copy of Summary statement of average annual turnover from contracting business for a period of last three(3) financial years or during the period since formation of the Firm, if it was set up in less than such three years period. (**Vide Form-2** to be submitted in "**Forms**" folder as an additional information)  
(Scanned copy of power of attorney by the competent authority is to be submitted, if the power is delegated for signing the bid to persons other than the applicant.)

- vii. Credential Certificate: Scanned copy of 100% physically completed works of similar nature. ( to be submitted in “**credential**” folder)
- viii. Declaration of not having common interest in the same serial- (**Vide Form-3** to be submitted in “**Forms**” folder)
- ix. Declaration that no penal action had been taken against the bidder’s firm for the last three financial years and also no work left in hand or incomplete, beyond the schedule completion period under **Civil Engineering Division No.-III, Sundarban Development Board, Govt. Of West Bengal** - (**Vide Form-4** to be submitted in “**Forms**” folder)
- x. Drawings if any. ( to be submitted in “**Drawings**” folder)
- xi. Addenda/Corrigenda: If published. (to be submitted in the ‘**NIT**’ folder merged with e-NIT already uploaded as pdf file)
- xii. General Specification of Works (to be submitted in “**Specification**” folder)
- xiii. Additional Terms and Conditions (to be submitted in “**Additional Terms and Conditions**” folder” if any)

**NOTES:-**

- i. Tenderers/bidders are to keep track in the website for all the addenda and corrigenda published for a particular e-tender and upload all the above digitally signed by him/her along with the tender. Tenders submitted without addendum/corrigendum are liable to be treated as informal and thereby rejected.
- ii. Tenders will be summarily rejected if any of the aforesaid item is found to be missing in the on line bid submitted by the tenderers/bidders.

**B. My Document (OID\* Cover) containing :-**

**My Document Format for uploading in the OID folder:-**

| Sl. No. | Folder name                 | File description   | Details   | Remarks if any |
|---------|-----------------------------|--|---|----------------|
| I       | <b>Certificates</b>         | <i>certificates.pdf</i>  | <ol style="list-style-type: none"> <li>1. Professional Tax Payment Certificate (PTPC) / Latest Professional Tax Deposit challan</li> <li>2. PAN Card</li> <li>3. GST / VAT Registration Certificate.</li> <li>4. Latest Income Tax Return and I.T Dept. Return acknowledgement /Receipt.</li> </ol>   |                |
| II      | <b>Company Details</b>      | <i>companydetails.pdf 1</i><br><i>companydetails.pdf 2</i>   | <ol style="list-style-type: none"> <li>1. Proprietorship Firms (Trade Licence)</li> <li>2. Partnership Firms (Partnership Deed, Trade- Licence, Form-VIII or Memorandum of Registration)</li> <li>3. Limited Companies (Incorporation Certificate, Trade-Licence, Memorandum of Articles)</li> <li>4. Registered Co-operative Societies (Society Registration Certificate, Trade Licence and By-laws, Documents showing latest office-bearers)</li> </ol> |                |
| III     | <b>Credential of works</b>  | Credential pdf 1<br>Credential pdf 2   | <ol style="list-style-type: none"> <li>1. BOQ duly authenticated by issuing authority and copy of work order/AOC.</li> <li>2. 100% completion certificate for physically completed work.</li> </ol>   |                |
| IV      | <b>Financial credential</b> | Payment certificate .pdf<br>P/L audited balance sheet for year-1.pdf<br>P/L audited balance sheet for year-2.pdf<br>P/L audited balance sheet for year-3.pdf | Profit & Loss account audited balance sheets with annexure containing the appropriate designated Forms 3 CA / 3 CD / 3 CB, as applicable with annual turnover for the last three financial years within the zone of consideration.  |                |

\* OID denotes Other Important Documents.

- (I). Certificate/s: (name of the file should be "**certificates.pdf**") to be uploaded in scanned pdf in certificates.pdf.
- a. Professional Tax Payment Certificate (PTPC) or Professional Tax deposit challan valid for the current financial year/latest as per rule and the bidders PAN Card;
  - b. Goods & Service Tax (GST) or Value Added Tax (VAT) Registration.
  - c. Latest Income Tax Return filed and the Latest Income Tax Return Acknowledgement.
- (II). Company Details: (name of file should be "**companydetails.pdf**")
- i. Details of bidder Organisations/State Registered Co-operative Society/ Firms or Companies:-  
Valid Deed of Registration in the form of certified copy of 'Form No. VIII,' issued under Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms.  
  
In case a contractor/bidder is yet to receive Form No. VIII, a "Memorandum" issued by the Registrar of Firms may also be accepted. However, Consortiums submitting the Memorandum are also required to submit an undertaking in plain paper along with their application in Forms 1 & 2 and upload its scanned copies pledging that "Copy of Form No. VIII would be submitted to the Tender Inviting Authority, before acceptance of his/her bid by the competent authority, in case he/she is found lowest. If he/she fails to submit the registration certificate within the stipulated time, his/her bid will not be accepted till the submission of the certificate. In case of inordinate delay in submitting the document his/her bid is liable to be rejected and his/her EMD deposited will stand forfeited to the Government.  
  
Any change in the constitution and constituent of Firm/Company should also be intimated to the office of the Registrar of Firms/ROC, prior to submission of application in the e-tender and a certified copy of the revised Form No. VIII/Memorandum of Articles of ROC showing changes in its constituents are required to be submitted.  
For Companies, incorporation Certificate, Trade License, Memorandum of Articles registered under the Registrar of Companies (ROC) under the Indian Companies Act, List of owners/ Directors/Board Members are to be uploaded along with the bid. Any other document substantiating name and address with contact of all Company Directors/ Board Members.
  - ii For State Registered Co-operative Societies and Companies ("**companydetails.pdf**")
    - a. Society Registration certificate from ARCS (Assistant Registrar of Co-operative Societies, GoWB) and By-Laws for Cooperative Societies under West Bengal Co-operative Societies Act, 2006 and Rules, 2011.
    - b. Trade Licence.
    - c. Latest Audit Report of Assistant Registrar of Co-operative Societies, GoWB
    - d. Any other document, showing name with signature of all latest office bearers/ Members.
- (III). Previous experience/credential: Scanned copy of work credential issued in favour of the contractor/bidder as detailed later.  
Bill of Quantities (BOQ) along with work order (AOC) duly authenticated by the competent authority in support of credential certificate submitted under Technical cover (name of file should be "**credential.pdf 1**").
- (IV). Financial Credential:
- a. **Balance Sheet :-**  
  
Audited Balance Sheet including Profit & Loss Accounts of the preceding three Financial Years with auditor's certificate regarding Annual Turnover from contracting business in each 3CA/3CB/3CD as applicable, are to be submitted in support of Form 2. In case of non completion of audit for the year 2016-17, a certificate from auditor of approximate yearly turnover for the year 2016-17 may be uploaded for consideration. However, audited report for the years 2013-14, 2014-15, 2015-16 may also be considered for the cause. Auditor's certificate must contain his/her Membership or Registration No. of Registered Audit/CA Firm.  
  
Bidders/Contractors/Tenderers whose annual turnover is less than 1 Crore shall need to submit payment certificates of works obtained from clients for the corresponding years if audited balance sheets are unavailable in support of Form 2.  
If the company was set up less than three years ago, audited balance sheet for the no of

years since inception are to be submitted.

(V). Others: Any other documents considered necessary by bidder.

**Note : Failure of submission of any one of the above mentioned documents in the e-tender will render the tender/bid liable to summary rejection.**

### 5.3 Financial Proposal

The financial proposal should contain the following document in one cover (folder).

- i) Bill of Quantities (BOQ): Tenderers/bidders are required to quote the rate as percentage above or below tender value online through computer in the space marked for quoting rate in the BOQ. (*Only downloaded copies of the above documents are to be virus scanned & digitally signed and by the tenderers/bidders*).

**Note:-**

- a. BOQ without a valid numeric rate at the designated space provided in the BOQ will be rejected outright. Tenderers/bidders willing to quote “at-par” rate shall need to write “0” in the ‘space’ provided for rates in the BOQ.
- b. In cases where BOQ has been changed by the Tender Inviting Authority by way of addendum/corrigendum, tenderers/bidders are required to upload the revised BOQ. If bids are submitted prior to the date of publication /uploading of addendum/corrigendum, the tenderers/bidders is required to resubmit the bids along with the revised BOQ. If the revised BOQ is not found subsequently during financial evaluation, the bid will be rejected.

### 6. Tender Fee and Earnest Money Deposit (EMD)

**Mode of Payment:-**

- a. **Tender Fees**:- Entire set of e-Tender document is made available **free of cost** through the State Government e-tender portal having URL <https://wbtenders.gov.in>. Cost for tender documents will be charged during execution of a formal tender agreement. However, the tenderers/bidders may wherever necessary be charged suitably for asking for additional/multiple copies of drawings, specifications, Schedule of Rates of the Circle/s (SoR) etc. and such fee may be suitably determined by the Tender Inviting Authority (TIA) as per norms.
- b. **Earnest Money Deposit (EMD)**:- On line submission of EMD is mandatory. It is the pre-condition through which bidder can take part in e-procurement procedure. Details guidelines of the same have been obtained from Finance Department vide G.O. No. 3975-F(Y) Dated 28<sup>th</sup> July, 2016.

***Procedure to be adopted for deposit of EMD/Bid Security related to e-procurement of the State Government Departments and its subordinate offices, PSUs, Autonomous and Local Bodies, PRIs, etc.:-***

**Login by bidder:-**

- a) A bidder desirous of taking part in a tender invited by a State Government office /PSU/Autonomous Body/ Local Body/ PRIs etc. shall login to the e-procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password by using valid DSC.
- b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the following payments modes:
  - i. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank payment Gateway.
  - ii. RTGS/NEFT in case of offline payment through bank account in any bank approved by RBI.

**Payment procedure:-**

**a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:-**

- i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
- ii. Bidder will make the payment after entering his Unique ID and password of the Bank to process the transaction.
- iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government /PSU/Autonomous Body/Local Body/ PRIs, etc. Maintained with the Focal Point Branch of ICICI at R N Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

**(b) Payment through RTGS/NEFT:-**

- i. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account.
- iii. Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- iv. If verification is successful, the fund will get credited to the respective Pooling account of the State Government /PSU/ Autonomous Body/Local Body/PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R N Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v. Hereafter, the bidder will go to e-procurement portal for submission of his bid.
- vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

**7. Credential Certificate**

- i. Completion Certificates (CC) for 100% completed works during the current year and within last five financial years will only be accepted as valid credential. Certificates issued for partly completed works will not be considered.
- ii. CC should clearly show the name, postal address, (contact Tel. No. and FAX or e-mail ID if issued outside the jurisdiction of the State) of the office and designation of the officer/ authority issuing the CC for the work along with the name of work and amount put to tender (Tender Value). Illegible certificates and those having incomplete information may be rejected.
- iii. Credential Certificates (CC) of previous works successfully completed in the Sundarban affairs Department will be considered. CC of 100% completed works executed under various Departments of the State Government/ organizations viz. Public Works & Public Works (Roads) Department, Public Health Engineering Department, Irrigation & Waterways Department etc, Zilla Parishads only within the jurisdiction of the State of West Bengal, WBHIDCO, WBSEDCL, WBSETCL, KMDA, KMW&SA, KMC, Other Municipal Authorities and Local Bodies, HRBC, Engineering Departments of Union Government like CPWD and Organizations like Farakka Barrage Project (FBP) Authority, Indian Railways, IRCON, RVNL, KoPT, NHPC, companies owned or managed by the Government of West Bengal, i.e. Mackintosh Burn Ltd., Westinghouse Saxby-Farmer Limited, Britannia Engineering Ltd., Sundarban Infrastructure Development Corporation Ltd.(SIDCL) may also be considered. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer /District Engineer/Project Manager of the State/Union Government Departments/ Organisations; It is desirable to have contact telephone and FAX or e-mail address of the signatory of the CC for all offices outside West Bengal for verification purposes.
- iv. Such CC is required to be further countersigned by the immediate superior authority of the issuing authority for all cases outside the State of West Bengal other than executed direct Union Government Departments and Ministries. Also such certificates when issued in other States other than those directly of State/Union Government Departments/Ministries should contain a declaration that the work has been

executed to the satisfaction of the concerned Government Organisation and has been declared 100% complete in all respect by the competent authority in the concerned Organisation.

## 8. Eligibility Criteria

### 1) For 1<sup>st</sup> Call :-

***Financial proposal of any contractor will come under the purview of consideration only if both the criteria 8(a) & 8(b) mentioned below are fulfilled.***

#### a)

- (i) Intending tenderers should produce completion certificate (CC) of single similar nature of completed work of the minimum value of **40%** of the estimated amount put to tender during current and last 5(five) financial years prior to the date of issue of the tender notice.
- (ii) Completion Certificate(s) submitted by the bidder should indicate the gross bill value of the 100% completed work only. Completion certificates should clearly contain the Name, Designation, Address and contact no of the Officer issuing the credential.

b) Average annual turnover from contracting business as stated in clause 5.2A(vi) & Form-2 should be at least **40% (80% in case of consortiums)** of the amount put to tender of the works in which the contractor intends to participate.

c) The bidder or any of their constituent partners shall neither have abandoned any work nor have any of their contracts been rescinded during the last 5 years. Such abandonment or recession will be considered as disqualification towards eligibility.

d) Tender issuing authority may relax stipulations contained in clauses above in exceptional cases, in the interest of culminating / maturing tender process at the first/subsequent call, subject to satisfaction of that authority on the competency of the bidder(s) for which such relaxation has been made, upon recording reasons of such relaxation.

### 2) For 2nd Call :-

***Financial proposal of any contractor will come under the purview of consideration only if both the criteria 8(a) & 8(b) mentioned below are fulfilled.***

#### a)

- (iii) Intending tenderers should produce completion certificate (CC) of single similar nature of completed work of the minimum value of **30%** of the estimated amount put to tender during current and last 5(five) financial years prior to the date of issue of the tender notice.
- (iv) Completion Certificate(s) submitted by the bidder should indicate the gross bill value of the 100% completed work only. Completion certificates should clearly contain the Name, Designation, Address and contact no of the Officer issuing the credential.

e) Average annual turnover from contracting business as stated in clause 5.2A(vi) & Form-2 should be at least **30% (60% in case of consortiums)** of the amount put to tender of the works in which the contractor intends to participate.

f) The bidder or any of their constituent partners shall neither have abandoned any work nor have any of their contracts been rescinded during the last 5 years. Such abandonment or recession will be considered as disqualification towards eligibility.



- g) Tender issuing authority may relax stipulations contained in clauses above in exceptional cases, in the interest of culminating / maturing tender process at the first/subsequent call, subject to satisfaction of that authority on the competency of the bidder(s) for which such relaxation has been made, upon recording reasons of such relaxation.

**9. Eligibility criteria for participating in more than one serial of work in concerned e-NIT :**

**1) In 1<sup>st</sup> Call**

- i. Normally separate completion certificate of fully physically completed works (100%) is to be provided for separate work. However, completion certificate as per clause 7 & 8(a) for any particular works (as the case will be) may be considered as eligible for participation in maximum two number of serials only, provided requisite credential for two such works (to be added arithmetically) satisfies the requirement in all respects out of one such CC.
- ii. Average annual turnover from contracting business should be more than or equal to 40% **(80% in case of consortiums)** of aggregate tender value of works in which the contractor intends to participate.
- iii. Both the conditions stated in (i) and (ii) above are to be simultaneously satisfied.

**2) In 2nd Call**

- i. Normally separate completion certificate of fully physically completed works (100%) is to be provided for separate work. However, completion certificate as per clause 7 & 8(a) for any particular works (as the case will be) may be considered as eligible for participation in maximum two number of serials only, provided requisite credential for two such works (to be added arithmetically) satisfies the requirement in all respects out of one such CC.
- ii. Average annual turnover from contracting business should be more than or equal to 30% **(60% in case of consortiums)** of aggregate tender value of works in which the contractor intends to participate.
- iii. Both the conditions stated in (i) and (ii) above are to be simultaneously satisfied.

**10. Penalty for suppression/distortion of facts and withdraw of L1 bidder before acceptance of LoA**

If any tenderer/bidder fails to produce all the original hard copies of the documents (especially Completion Certificates and Audited Balance Sheets), or any other document on demand by the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the corresponding uploaded soft copies or if there is any suppression / distortion / falsification noticed/detected/pointed out at any stage of e-tender process prior to the issue of work order, the Tender Inviting Authority will immediately bring the matter to the notice of the Tender Evaluation Committee who upon recommending suitable punitive actions against the bidder will place the matter before the Chief Engineer, SDB within 15 days of receipt of the complaint from the Tender Inviting Authority and the tenderer /bidder may be suspended from participating in all future tenders on the e-Tender platform of Sundarban Affairs Department (SAD), Govt. of W.B. as per approval of the Chief Engineer, SDB for a maximum period of 3 (Three) years. In addition, his/her EMD will stand forfeited by the Government. The Chief Engineer, SDB then will issue the necessary suspension order in writing with intimation to the defaulting tenderer /bidder and also the Department. Copy of such suspension order should invariably be communicated to the concerned Executive Engineer of the Division with a request to upload the order in the web portal. Besides, the S.A. Department may also take appropriate legal actions including blacklisting of the defaulting contractor/bidder and debarring him/her from participating in any State Govt. tender for a period upto three years and even e-tender cell of the respective division may be advised to block the incumbents DSC in order to debar him/her from participating in any Departmental e-tender during such suspension period. For e- tenders where such suppression / distortion / falsification is detected at an advanced stage of e- tender processing, the Chief Engineer, SDB will be the deciding authority as to what further necessary actions are to be taken regarding the fate of the e-tender.



## **11. Taxes & duties to be borne by the Contractor/Bidder**

All types of taxes, Royalty, Construction Workers' Welfare Cess and similar other statutory levy / cess will have to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges.

## **12. Site inspection before submission of tender**

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the Executive Engineer, CED-III, SDB, with the work between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

## **13. Conditional and incomplete tender**

Conditional and incomplete tenders are liable to summarily rejected.

## **14. Opening and evaluation of tender**

### **14.1 Opening of Technical Proposal**

- i. Technical proposals will be opened by the Tender Inviting authority or his authorised representative electronically from the website stated earlier, using their Digital Signature Certificate/s.
- ii. Intending tenderers may remain present if they so desire.
- iii. Technical Cover Documents (vide Clause 5.2.A) would be opened/decrypted first and if found in order, Cover (Folder) for OID (vide Clause 5.2.B) will be opened. If there is any deficiency in the Technical Cover Documents, the tender will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents of the OID Cover will be downloaded, and handed over to the Tender Evaluation Committee.

### **14.2 Tender Evaluation Committee (TEC)**

Committees already constituted for issuance of tender papers vide G.O. No.681/SA/P/4M-57/12 dated 25th September 2012, will continue to function as Tender Evaluation Committee (TEC), for evaluation of Technical Proposals of the tenderers, until further order.

### **14.3 Uploading of summary list of technically qualified tenderers in the web portal**

- i. Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC), the summary list of eligible tenderers and the serial number of work(s) for which their Financial Proposals will be considered will be uploaded in the web portal.
- ii. While evaluation, the Committee may summon of the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

### **14.4 Provision for appeal and its disposal**

- i. Intending tenderers/bidders not satisfied with the decision of the Tender Evaluation Committee (TEC) may prefer an appeal to the Chief Engineer of the Sundarban Development Board in writing (through facsimile / e-mail or speed post) within two working days after the date of uploading of the summary list of the successful tenderers. Copy of such appeal should also be sent to the Tender Inviting Authority.

- ii. The Appellate Authority of the Sundarban Development Board will dispose such appeals by hearing the aggrieved tenderers as well as consulting the Tender Evaluation Committee within next three working days and the tenderer will be communicated accordingly.

#### **14.5 Final publication of summary list of technically qualified tenderers**

In case, the Appellate Authority asks the Tender Inviting Authority to consider tender of any of the aggrieved tenderers, who may have preferred appeal, the process of uploading of qualified tenderers will be re-done, through issuing necessary corrigendum. Date of opening of financial bid is to be intimated in the final summary list.

#### **14.6 Opening and evaluation of Financial Proposal**

- a. Financial proposals of the tenderers/bidders declared technically eligible by the Tender-Evaluation Committee (TEC) will be opened electronically by the Tender Inviting Authority in the web portal stated above on the pre- notified date and time.
- b. The encrypted copies will be decrypted and the rates will be read out to the tenderers/ bidders remaining present at that time, else they may login their respective e-tender accounts to see the comparative statement (C/S) in the web portal.
- iii. After opening the financial proposal, the preliminary summary result containing inter-alia, name of tenderers/bidders and the rates quoted by them will be uploaded and the result will be made available in the e-tender web portal platform.
- iv. If the Tender Accepting Authority (TAA) is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he/she may after having the comparative statement test checked by the Divisional Accountant / Divisional Accounts Officer attached to the office of the Executive Engineer, CED-III, SDB instruct the Tender-Inviting Authority to upload the final summary result containing the name of tenderers/bidders and the rates quoted by them against each work after acceptance of the rate by the TAA.
- v. If there is any scope for lowering down of rates in the opinion of the Tender Accepting Authority, in exceptional cases, open off-line bid negotiation with only the L1 bidder to lower down the rate may be held only by the Tender Accepting Authority in presence of Tender Inviting Authority for reasons to be recorded in writing. Open bids are normally not encouraged from the point of view of confidentiality and transparency.
- vi. If there is no tenderer/bidder or the number of tenderers/ bidders in the 1<sup>st</sup> e-tender is less than three, the e-tender has to be cancelled. In case of participation of more than three bidders, if the number of technically qualified bidder falls below three, the e-tender is to be cancelled as well and fresh e-tender (i.e. 2<sup>nd</sup> e-tender) may be invited.
- vii. After holding such bids, final result after acceptance of the rate by the Tender Accepting-Authority would have to be uploaded in the e-tender website.
- viii. The Tender Accepting Authority may ask any of the bidders/contractors to submit analysis of rates to justify the rate quoted by that bidder.
- ix. If the lowest tenderer/bidder backs out there should be re-tendering in a transparent and fair manner. In such a situation the TIA may call for Short Notice e-tender if so justified in the interest of public works and take decision on the basis of L1 in Re-Tender or subsequent e-tender. Penal actions for premature withdrawal by bidder have been stated under clause 10 earlier.
- x. The lowest tender for all works is accepted as a rule. If for any reason the lowest tender is not accepted, reference is to be made to the appropriate Government for orders as to which of the contractor /bidder the work should be awarded.

#### **14.7 Procedures to be followed when one/two technically qualified tenderers participated in any tender.**

- a. If there is no bidder or the number of technically qualified bidder in the 1st call is less than three (3), the tender will be cancelled.

- b. Fresh tender in the form of 2nd call may be invited immediately after relaxation of the credential criteria to the extent if deemed necessary by the Tender Inviting Authority and advertisement will be circulated in newspapers.
- c. **Even if, after taking appropriate steps, if the number of technically qualified bidder in the 2<sup>nd</sup> call is less than three (3), the tender may be accepted as per conditions laid down in memorandum circulated by Finance Department, Govt. of West Bengal vide memo no. 925-F(Y) dated 14.02.17.**

**15. Bid Validity :**

The Bid will be valid for **120 days** from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the TIA, if required, subject to written confirmation of the tenderers/bidders to that effect.

**16. Acceptance of e-Tender**

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself/herself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

**17. Tender Acceptance Authority (TAA)**

As per latest delegation of power, Tender Accepting Authority for different tenders is as below:

- i. **For tenders up to Rs. 45.00 lakh plus 5%\*:** Executive Engineer, CED-IV, SDB.
- ii. **For tenders above Rs. 45.00 lakh and up to Rs. 200.00 lakh plus 5%\*:** Superintending Engineer, SDPC, SDB.
- iii. **For tenders above Rs. 200.00 lakh and up to Rs. 400.00 lakh:** Chief Engineer, SDB
- iv. **For tenders above Rs. 400.00 lakh and up to any limit:** Chief Engineer, SDB with approval of Government Appointed Departmental Tender Committee (DTC).

**\* Procedure to be followed in terms of Departmental Notification No. 082/FS/SA/P/4M-81/12 Dated 14-08-2012.**

**18. Execution of Formal tender/Agreement after acceptance of e-tender**

The tenderer/bidder, whose tender is approved for acceptance shall within 15 days from the receipt or uploading of Letter of Acceptance (LoA) to the web portal will have to execute 'Formal Agreement' with the Tender Accepting Authority (TAA) in triplicate/quadruplicate copies of W.B.F. No. 2911(ii) which may be purchased on payment of requisite tender fees from the office of the Executive Engineer concerned with the work.

**19. Refund of EMD of all unsuccessful bidder(s):-**

**Details guidelines of the same have been obtained from Finance Department vide G.O. No. 3975-F(Y) Dated 28<sup>th</sup> July, 2016.**

**Refund / Settlement Process:-**

- i) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-procurement portal through web services.
- ii) On receipt of the information from the e-procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders bank account from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-procurement portal by the tender inviting authority.
- iii) Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an

automated process, to the respective bidders' bank account from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

- iv) If the bidder accept the LOI and the same is processed electronically in the e-procurement portal EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-procurement portal by the tender inviting authority.
- v) As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-procurement portal -
  - a) EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.
  - b) EMD of the L1 bidder for tenders of the State PSUs/ Autonomous Bodies/Local Bodies/ PRIs etc. will automatically get transferred from the polling account to their respective linked bank account along with the bank particulars of the L1 bidders.

In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

- vi) The Bank will share the details of the GRN No. Generated on successful entry in GRIPS with the e-procurement portal for updation.
- vii) Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the polling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/ Local Body/ PRIs, etc. tenders.
- viii) All refunds will be made mandatorily to the Bank A/c from which the payments of EMD & Tender Fees (if any) were initiated.

## **20. Payment against bills raised by the contractor**

The payment of Running Account as well as final bill for any work based on progress and performance will be made according to availability of fund and no claim due to delay in payment will be entertained.

## **21. Withdrawal of Tender**

Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission and has been accepted for further processing, is not allowed. EMD will be forfeited by the Government and the tenderers/bidders penalised in terms of Clause 10 referred earlier would be applicable.

**22. Schedule of Dates for e-Tendering (e\_NIT NO : WBSDB/EE/CED-III/NIT-26(e)/2017-18).**

| Sl. no | Activity   | Date & Time                    |
|--------|--|--------------------------------|
| 1.     | <i>Publishing Date</i>                             | <i>23.03.2018 at 09.00 Hrs</i> |
| 2.     | <i>Document Download start date</i>                | <i>23.03.2018 at 09.00 Hrs</i> |
| 3.     | <i>Bid submission start date</i>                   | <i>23.03.2018 at 11.00 Hrs</i> |
| 4.     | <i>Bid submission end date</i>                     | <i>14.04.2018 at 18.00 Hrs</i> |
| 5.     | <i>Technical Bid opening date</i>                  | <i>17.04.2018 at 11.00 Hrs</i> |
| 6.     | <i>Uploading of Technical Bid Evaluation sheet</i> | <i>To be notified later</i>    |
| 7.     | <i>Financial Bid opening date</i>                  | <i>To be notified later</i>    |
| 8.     | <i>Uploading of Financial Bid Evaluation sheet</i> | <i>To be notified later</i>    |

\*TIA: - e-Tender Inviting Authority

\*TAA: - e-Tender Accepting Authority

*\*Serial Nos. 3,4,5,6,7,8,9,10,14,15 and 16 list of works of this NIT have been invited on behalf of the Superintending Engineer, Sundarban Development Project Circle, who is the accepting authority.*

sd/-  
(A. MONDAL)  
Executive Engineer  
Civil Engineering Division-III  
Sundarban Development Board

Encl.:-

- 1) Form – 1 , Application for Tender
- 2) Form – 2 , Yearly Turn over certificate
- 3) Form – 3 , Declaration against Common Interest
- 4) Form – 4, Declaration against Penal action and incomplete work(s).

Memo No :350/CED-III/ET-26/2017-18

Dated :21.03.2018

Copy with enclosure forwarded for information and necessary action for wide publication to :

|    |  |
|----|--|
| 01 | The Chief Engineer, Sundarban Development Board.   |
| 02 | The Member Secretary & Project Director, Sundarban Development Board.  |
| 03 | The Superintending Engineer, Sundarban Development Project Circle.   |
| 04 | The Joint Secretary, Sundarban Affairs Department, Mayukh, Gr. Floor, Salt Lake City, Kolkata – 700091 with the request to upload this NIT in the Department website : <a href="http://www.sundarbanaffairs.in">www.sundarbanaffairs.in</a> (sent to the e_mail : <a href="mailto:sundarbanaffairs@gmail.com">sundarbanaffairs@gmail.com</a> ) |
| 05 | The Executive Engineer, CED – I/CED-II/CED-IV/SIDD, Sundarban Development Board.   |
| 06 | The Project Engineer – I & II, Sundarban Infrastructure Development Corporation.   |
| 07 | Divisional Account Officer, CED-III, Sundarban Development Board.  |
| 08 | Divisional Estimator, CED-III, Sundarban Development Board.  |
| 09 | Notice Board.  |

(A. MONDAL)  
Executive Engineer  
Civil Engineering Division-III  
Sundarban Development Board

**FORM-1**

**APPLICATION FOR TENDER**

To  
The Executive Engineer  
Civil Engineering Division No.-III  
Sundarban Development Board

**NIT No:-** .....

**Serial No of Work applied for :-** .....

**Amount put to tender : RS.....**

Dear Sir,

Having examined the Technical Cover, OID Cover & other e-NIT documents, I/we hereby like to state that I/we wilfully accept all your conditions and offer to execute the works as per NIT no and Serial no stated above. We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_

Full name of applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign bids  
For & on behalf of (Name of Firm): \_\_\_\_\_  
(In block capitals or typed)

Office address:

Telephone no(s) (office): \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E mail ID: \_\_\_\_\_

## FORM-2

### Certificate regarding Summary Statement of Yearly Turnover from Contractual Business

This is to certify that the following statement is the summary of the audited Balance Sheet arrived from contractual business in favour of .....

..... for the last three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

| Sl. No | Financial |  | Remarks<br><i>(as per audited accounts report)</i> |
|--------|-----------|--|--|
|        | Year      | Turnover rounded up to Rs. in lakh (two digit after decimal) |  |
| 1.     |           |  |  |
| 2.     |           |  |  |
| 3.     |           |  |  |
| Total  |           |  |  |

#### **Average Annual Turnover (In Lakh of Rupees):**

Note:

1. Year preceding the current financial year is to be considered as Year-1.
2. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
3. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1.0 or 2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case may be.
4. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

Date:

.....  
Signature of bidder



**FORM-3**

**Declaration against Common Interest**

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf

.....do hereby affirm that

I/We/any of the member of .....

..... bidding against NIT No.....

Sl. No ..... do not have any common interest either as a partner on any partnership firm / joint venture as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

Date:

.....  
Signature of bidder

**FORM - 4**

**Declaration of Bidder**

I / We Sri / Smt. .... the authorized signatory on behalf of  
..... do hereby declared that no penal action had been  
taken against my/our firm for the last three financial years and also no work left in hand or incomplete,  
beyond the scheduled completion period, under Civil Engineering Division No.-III / Sundarban Development  
Board, Govt. of West Bengal.

**Note: If the statement found false / fabricated, then the tender of the bidder will be summarily rejected.**

Date:

.....  
Signature of Bidder

**LIST OF WORKS**

**e\_NIT NO. – WBSDB/EE/CED-III/NIT-26(e)/2017-18**

**Memo No :350/CED-III/ET-26/2017-18**

**Dated :21.03.2018**

Tender Accepting Authority : 1) Executive Engineer, Civil Engineering Divn. No. III, Sundarban Development Board.  
Bidhannagar Poura Bhavan, 5<sup>th</sup> Floor, FD – 415/A, Salt Lake, Kolkata – 700106.

| Sl No. | Name of Work   | Concerned Executive Engineer with Headquarter                       | Amount put to tender (Rs.) | Earnest Money Deposit (Rs.) | Time allowed for completion of work | Source of Fund | Eligibility of Contractor   |
|--------|--|---|----------------------------|-----------------------------|-------------------------------------|----------------|---|
| 1      | 2  | 3   | 4                          | 5                           | 6                                   | 7              | 8   |
| 1      | Construction of concrete road from Fulbari Pritish Barui's house to Sukdeb Barui's house at G.P.- Champali, Block-Minakhan, under Minakhan Sub-Division of CED-III, SDB.Total length(Ch. 0.00m to 342.00m) = 342.0m. (Core Plan)                                 | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 1432090                    | 28642                       | 30days                              | CORE PLAN      | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 2      | Construction of concrete road from Tushkhali Gour Mondal's house to Kabarkhola, in G.P. Korakati, Block- Sandeshkhali-II under Nazat Sub-Division of CED-III,SDB.Total length (Ch. 1095.00m to 2140.00m ) = 1045.00m.(Reach-II),(CORE PLAN)                      | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 4422805                    | 88456                       | 50days                              | CORE PLAN      | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 3      | Construction of concrete road from Patiram More to house of Bachar Sekh, in G.P. Bermajur-I, Block- Sandeshkhali-II under Nazat Sub-Division of CED-III,SDB.Total length (Ch. 0.00m to 2000.00m ) = 2000.00m.(CORE PLAN)   | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 8391491                    | 167830                      | 90days                              | CORE PLAN      | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 4      | Construction of concrete road from house of Tarun Moida to house of Nakul Mondal at Sridharkati, in G.P. Gobindakati, Block-Hingalgunj under Nazat Sub-Division of CED-III,SDB.Total length(Ch. 0.00m to 1280.00m) = 1280.00m.(CORE PLAN) (2nd call)             | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 5870001                    | 117400                      | 60days                              | CORE PLAN      | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 5      | Construction of concrete road from House of Nemai Munda to House of Rabindranath Gayen at Uttar Gobindakati in G.P. Gobindakati, Block- Hingalgunj under Nazat Sub-Division of CED-III,SDB.Total length(Ch. 0.00m to 1675.00m) = 1675.00m.(CORE PLAN) (2nd call) | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 8039957                    | 160799                      | 85days                              | CORE PLAN      | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |

|    |  |   |         |        |        |           |   |
|----|--|---|---------|--------|--------|-----------|---|
| 6  | Construction of concrete road from Metekhali Orang Para to Anath Ruidas's house, in G.P. Nazat-II, Block- Sandeshkhali-I under Nazat Sub-Division of CED-III,SDB.Total length (Ch.0.00m to 1500.00m ) = 1500.00m.(CORE PLAN) <b>(2nd call)</b>   | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 6326617 | 126532 | 70days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 7  | Construction of concrete road from Dakshin Kanmari Mother Kharbin's house to Dakshin Nalkora PMGSY road via Janapara & Ramsardarpara, in G.P. Hatgachi, Block- Sandeshkhali-I under Nazat Sub-Division of CED-III,SDB.Total length(Ch. 0.00m to 2100.00m) = 2100.00m. (CORE PLAN) <b>(2nd call)</b>  | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 8811242 | 176225 | 90days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 8  | Construction of concrete road from Monipur Nityananda Mondal's house to Battala, in G.P. Monipur, Block- Sandeshkhali-II under Nazat Sub-Division of CED-III,SDB.Total length (Ch.0.00m to 2000.00m ) = 2000.00m.(Reach-I), (CORE PLAN) <b>(2nd call)</b>  | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 8415115 | 168302 | 90days | PLAN      | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 9  | Construction of concrete road from Monipur Nityananda Mondal's house to Battala, in G.P. Monipur, Block- Sandeshkhali-II under Nazat Sub-Division of CED-III,SDB.Total length (Ch. 2000.00m to 4000.00m ) = 2000.00m.(Reach-II), (CORE PLAN) <b>(2nd call)</b>   | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 8461674 | 169233 | 90days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 10 | Construction of concrete road from Joydeb Mondal's land to Shibtala Sadhu Mondal's house (936.0m) with two nos. link road from Murari Mohan's shop to Taltala Paresh Mondal's house(250.0m) and Shib Mondal's house to Nimchi Bazar near Pankaj Mondal's shop (355.0m) at G.P- Chaital, P.S. & Block- Minakhan under Minakhan Sub-Division of CED-III, SDB.Total length = 1541.00m.(CORE PLAN) <b>(2nd call)</b> | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 6304677 | 126094 | 70days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 11 | Construction of concrete road from Sultanpur Idga to Mosaret Molla and Uchup Hazi Sheb's house, at G.P.-Champali, Block- Minakhan, under Minakhan Sub-Division of CED-III, SDB.Total length(Ch. 0.00m to 430.00m) = 430.0m.(CORE PLAN) <b>(2nd call)</b>   | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 1741040 | 34821  | 30days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 12 | Construction of concrete road from Sultanpur F.P. School to Idga at G.P.-Champali, Block- Minakhan, under Minakhan Sub-Division of CED-III, SDB.Total length(Ch. 0.00m to 430.00m) = 430.0m.(CORE PLAN) <b>(2nd call)</b>  | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 1891547 | 37831  | 30days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |

|    |  |   |          |        |        |           |   |
|----|--|---|----------|--------|--------|-----------|---|
| 13 | Construction of concrete road from Kalyani Kasham Molla's house to Chamed molla's house with a link road, in G.P- Sonapukur-Sankarpur, P.S. & Block- Haroa under Minakhan Sub-Division of CED-III, SDB.Total length Main road from(Ch. 0.00m to 341.00m) & link road(0.00m to 30.00m)= 371.00m. (CORE PLAN) <b>(2nd call)</b>                                | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 1354652  | 27093  | 25days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 14 | Construction of Concrete Road from Uttar Barga Manchur Molla's house to Naraban Bazer via Gopalpur Dakshin Barga F.P. School with Link road for Uttar Barga Sub-Health Centre in G.P- Dhuturdah, PS & Block- Minakhan under Minakhan Sub-Division of CED-III, SDB.Total length (ch. 3885m to 6330.00m ) = 2445.00m.(Reach-III),(CORE PLAN) <b>(2nd call)</b> | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 10271936 | 205439 | 75days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 15 | Construction of Concrete Road from house of Sashanka Halder to house of Krishnapada Mondal in G.P. Dulduli, Block- Hingalgunj under Nazat Sub-Division of CED-III,SDB.Total length(Ch. 0.00m to 2200.00m) = 2200.00m.(CORE PLAN) <b>(2nd call)</b>   | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 10187526 | 203751 | 75days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |
| 16 | Construction of concrete road from Metekhali Bajar, Nezat Basirhat Bituminous Road to Chandpara Bhagirath Mahato's house via Bhumija para, in G.P. Nezat-II, Block- Sandeshkhali-I under Nazat Sub-Division of CED-III,SDB.Total length (Ch. 0.00m to 2250.00m) = 2250.00m.(CORE PLAN) <b>(2nd call)</b>   | Executive Engineer, Civil Engineering Divn No. III, S.D.B. Kolkata. | 10263510 | 205270 | 75days | CORE PLAN | i) Intending tenderers should preferably produce completion certificate having gross final bill value after charging abatement of single work of similar nature of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. |

Sd/-

**(A. MONDAL)**  
**Executive Engineer**  
**Civil Engineering Division No.III**  
**Sundarban Development Board**

## **Additional Terms & Conditions.**

1. Notwithstanding anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and shall be binding on the contractor.
2. The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. The instruction given by the Sub- Divisional Officer and the Sub-Assistant Engineer shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Engineer-in-Charge shall be final and binding.
3. The tender will be on the basis of the Schedule of Rates and the contractors are to quote rate in terms of percentage higher or lower or at par which will apply to all the rates in the Tender Schedule irrespective of whether quantities are entered in the schedule or not i.e. all the items and rates as shown in the schedule with the tendered percentage increase or decrease will be applicable to this tender. In analysing the rates for supplementary items, if any, as found necessary, which are not covered by this Schedule of item and rates, the principles as laid down in clause 12 of the tender form in W.B.F. 2911(ii) in which the contract will be executed, shall be followed.
4. The acceptance of the tender including the right to distribute the work between two or amongst more than two tenderers will rest with the competent authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
5. The Tenderer shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970 (b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
6. Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
7. The Government shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.
8. No Price preference, will be applicable to W.B. Govt. undertaking .
9. Imposition of any duty / tax rules etc whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the tenderer. Original challans of those materials, which are procured by the tenderer may be asked to be submitted for verification.
10. CESS @ 1% of the cost of construction works shall be deducted from the Gross value of the Bill in Terms of Finance Department order No. 853-F dated 01.02.2006. Also it is instructed to register his Establishment under the Act, under the competent registering Authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region concern.
11. **No mobilization / secured advance bill be allowed.**
12. All types of taxes, Cess, Royalty of sand, stone chips, stone metal gravel, boulders, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
13. All working tools and plants, scaffolding, construction of vats & platforms will have to be arranged by the contractor at his own cost.
14. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
15. The contractor should see the site of works and tender documents, drawings etc. before submitting tender and

satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements and security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rise in water level, inundation during flood, inaccessibility of working site for carriage of materials. The Engineer-in Charge may order the contractor to suspend any work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and other local needs etc. between the preparation and execution of the scheme for which the tendered rate and contract will not be invalidated. The contractor will not be entitled to any claim or extra rate on any of these accounts.

16. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be get issued from the Engineer-in-Charge before commencement of the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.
17. The work will have to be completed within the time mentioned in the tender notice. A suitable work program is to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (seven) days from the date of receipt of work order who will receive instruction of the work, sign measurement book, bills and other Govt. papers etc.
18. The contractor will have to apply as per clause 5 of W.B.F. No. 2911(ii) for extension of time, if the work is not commenced or stopped or delayed due to non-receipt of departmental materials or land or due to injunction or public interference etc. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
19. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs while operating a public thoroughfare.
20. **The contractor will have to maintain qualified technical employees and/or Apprentices at site as per requirement to be stated at the time of issuance of Work Order.**
21. The contractor will have to accept the work program and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable items be completed before the date needed by the Department due to impending monsoon or rise of water level or for other reasons.
22. The quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in any item beyond 10% or supplementary works, approval of Superintending Engineer/ Chief Engineer/ Government in the S.A. Department would be required depending on who so ever be the Tender Accepting Authority, before making such payment.
23. Departmental materials shall be issued to the contractor to the extent of requirements as assessed and in instalments as decided by the Engineer-in-Charge. Issue of Departmental materials may be of three categories.
  - a. Materials which are issued directly to the work: Any materials brought to site by contractor must be subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hrs. of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, GeoTextile Filter, Geo jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge is final and binding.



- b. Materials which are issued departmentally : The value of the materials will be recovered from the bills of the contractor in one installment or in successive installments as decided by the Engineer-in- Charge.
- c. Materials which are issued departmentally at free of cost: For materials under category (a), (b) & (c), the contractor will act as the custodian thereof. The materials will have to be carried from the departmental Go-down to worksite by the contractor at his own cost. The contractor shall remain responsible for the proper storage and safety of the materials. Suitable Go-down/ Store shall have to be made by him at his own cost. Penalty charges shall be levied at higher rate for loss, wastage, misuse. Surplus materials of the departmental if any, shall have to be returned to the issuing Go-down or store at the contractor's cost within the time frame as fixed by Engineer-in-Charge, otherwise, the cost at penal rate will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the S.D.O. at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials in time but reasonable extension of time will be granted. All materials, whatever be the category thereof, shall be properly stored by the contractor in suitable go downs near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in- Charge. The contractor shall be responsible for any damage or loss of such materials.
24. The contractor shall also have to satisfy the Engineer-in-Charge regarding the proper utilization of such materials.
25. Any material, under category (b) of clause 23 above which may be found surplus on completion of the work, may at the sole discretion of the Engineer-in-Charge be taken back provided the same be of non-perishable nature and has not been damaged in any way. Surplus materials under category (c) of clause 23 above shall be returned to the Engineer-in-Charge in good condition.
26. Requisite quantity of cement as may be required for the work will be supplied from the nearest departmental go down if stock permits. The issue rate of cement is shown in the Schedule of materials attached. Any excess consumption of cement by more than  $\pm 5\%$  over the final consumption statement drawn up as per consumption rate specified in the Schedule will be recovered at a penal rate shown in schedule.
27. The contractor will have to maintain a minimum no of machineries at site as per requirement. A list of machineries owned by the bidder and no. of machineries planned to be put into use at the working site stating the source of the machineries should be uploaded along with the tender by the Bidder.
28. All queries and disputes arising out of the works tender contract is to be brought to the notice of the Chairman of the "Department Dispute Redressal Committee" in writing for decision within 15 days.

**Sd/-**  
**(A. MONDAL)**  
**Executive Engineer**  
**Civil Engineering Division-III**  
**Sundarban Development Board**

*Issued to :-* .....

*Address :-* .....

*NIT No :-* .....

*Name of Work :-* .....

West Bengal Form No. 2911/2911(i)/2911(ii)

Price - Rupees One/Three/Five Only

## **ITEM RATE TENDER AND CONTRACT FOR WORKS**

### **GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Sub-divisional Officer / Divisional Officer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest-money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Sub-divisional Officer / Divisional Officer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer / Divisional Officer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power-of-attorney to be produced with the tender, and save in the case of a firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payments made on account of a work, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.
5. The Divisional Officer / Sub-divisional Officer, or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest-money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself / themselves before the Executive Engineer to take the refund.
6. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he will not be bound to accept either the lowest tender or any of the tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-divisional Officer / Divisional Officer and the contractor shall be

responsible for seeing that he procures a receipt signed by the Sub-divisional Officer / Divisional Officer, or a duly authorised cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Communications and Works Department and their issue rates, shall be filled in and completed in the office of the Sub-divisional Officer/ Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

PAN No.  
VAT No.

## TENDER FOR WORKS

I / We hereby tender for the execution for the Governor of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance, in all respects, with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause II of the annexed conditions and with such materials as are provided for, by, and in all other respects in accordance with, such conditions so far as applicable.

### MEMORANDUM

- (a) General description:- .....
- .....
- (b) Estimated cost:- .....Rs.
- (c) Earnest-money:- .....Rs.
- (d) Security deposit (including earnest-money):- .....Rs.
- (e) Percentage, if any, to be deducted from bills:- Rs. ....(Rupees..... percent)
- (f) Time allowed for the work from date of written order to commence ..... months.

| Item No | Item of Works | Unit | Per | Rate Tendered |   |          |
|---------|---------------|------|-----|---------------|---|----------|
|         |               |      |     | Rs            | P | In Words |
|         |               |      |     |               |   |          |

Note: To be continued on additional sheets as found necessary.

Full Name & Address of  
the Contractor:-  
  
Phone No.-

Should this tender be accepted I / we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor or his successors in office the sums of money mentioned in the said conditions.

The sum of **Rs.** .....\*is herewith forwarded in currency notes as earnest money [(a) the full value of which is to be absolutely forfeited to the Governor or his successors in office, without prejudice to any other rights or remedies of the said Governor or his successors in office, should I / we fail to commence the work specified in the above memorandum, or should I / we not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1(A) of the said conditions of contract, otherwise the said sum of Rs. .... Shall be retained by Government as on account of such security deposit as aforesaid; or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1(B) of the said conditions of contract].

*\*Give particulars and numbers.*

*Strike out (a) if no cash security deposit is taken.*

*Strike out (b) if any cash security deposit is taken.*

Dated the ..... day of ..... 20.....

\*\*

*\*\*Signature of Contractor before submission of Tender*

Witness \$

Address

Occupation

*Signature of Witness to contractor's signature*

***The above tender is hereby accepted by me on behalf of the Governor.***

Dated the .....day of ..... 20..... #

*#Signature of the Officer by whom accepted.*

# CONDITIONS OF CONTRACT

**Clause 1** – The person / persons which tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1000.00 or less, two days for one of Rs. 2000.00 or less, and so on, upto a limit of ten days of the receipt by him of the notification, of the acceptance of his tender) deposit with the Sub-Divisional Officer/ Divisional Officer in case of Government securities endorsed so the Sub-Divisional Officer / Divisional Officer (if deposited for more than twelve months) a sum sufficient with the amount of the Earnest-money deposited by him with his tender to make up the full deposit specified in the tender] or (B) [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him) amount to percent, of all moneys so payable such deductions to be held by Government by way of security deposit] Provided always that in the event of the contractor depositing a lump sum by way of security deposits as contemplated at (A) above, than and in such case, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payments as last aforesaid. All compensation or all other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

*Security deposit*

**Clause 2** – The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract, on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineering (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within ..... days from the order of commencement for work and diligently continue such work and further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one - fourth of the whole time allowed under the contract has elapsed, one-half of the work, before one-half of such time has elapsed and three-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the said tendered amount of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent, on the tendered amount of the work as shown in the tender.

*Compensation for delay*

**Clause 3** – In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) the Divisional Officer, on behalf of the Governor, shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government.

*Action when whole of security deposit is forfeited*

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Officer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Government.
- (b) To employ labour paid by the Communications and Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor.

- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Divisional Officer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Divisional Officer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or make any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Sub-divisional Officer / Divisional Officer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

*Contractor remains liable to pay compensation, if action not taken under Clause 3.*

**Clause 4** – In any case in which any of the powers, conferred upon the Divisional Officer by Clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Divisional Officer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in case of these not being applicable, at current market rates to be certified by the Divisional Officer whose certificate thereof shall be final, otherwise the Divisional Officer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Divisional Officer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

*Power to take possession of or require removal of or sell contractor's plant.*

**Clause 5** – If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Divisional Officer in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to the Divisional Officer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Divisional Officer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

*Extension of time*

**Clause 6** – On completion of the work, the contractor shall be furnished with a certificate by the Sub-divisional Officer / Divisional Officer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

*Final certificate*

**Clause 7** – No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof them approved and passed by the Engineer -in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any clam, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

*Payment on intermediate*

*Certificates to be regarded as advances.*

**Clause 8** – A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant; and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

*Bills to be submitted monthly.*

*Bills to be on printed forms.*

**Clause 9** – The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

**Clause 9A** – (1) Payments due to the contractor may, if so desired by him, be made to his Bank instead of direct to him provided that the contractor furnishes to the Engineer-in-charge.

*Payment of contractor's bills to banks*

- i) an authorization in the form of a legally valid document, e.g., irrevocable power-of-attorney conferring authority on the Bank to receive payment; and
- ii) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government, before settlement by the Engineer-in-charge of the account or claim by payment to the Bank.

While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly received and discharged through his Bankers.

(2) In the case of bills, which the contractor presents for payment direct and which are not endorsed in favour of the Bank while efforts will be made to secure payment to the financing Bank, payments made to the contractor should be accepted as full acquaintance so far as Government is concerned. As part of the arrangement, the financing Bank should give Government a letter to this effect.

**Note 1** – The procedure will not affect the usual rights of Government to deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to Government on account of penalties, over payments, etc., on this or any other contract with the Governor of West Bengal.

**Note 2** – Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Governor.

**Clause 10** – If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due,

*Stores supplied by Government.*



or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof; if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

**Clause 11** – The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

*Works to be executed in accordance with specifications, drawings, orders etc.*

**Clause 12** – The Engineer-in-charge shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates if any may be specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of ..... district which was in force at the time of the acceptance of the contract minus / plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates, or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In case when such rates are determined on analysis by Engineer-in-charge under (a) above, the stipulated percentage above or below schedule or rates as provided in the contract shall also apply, and in case of rates worked out on analysis under (b) above, and in case of rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Superintending Engineer of the Circle shall be final and binding.

*Alterations in specifications and designs during progress of work*

*Such alterations shall not invalidate contract.*

*Extension of time in consequence of alterations*

*Rates for work not in estimate or schedule.*

**Clause 12A** –

# DELETED

**Clause 13** – If at any time after the commencement of the work the Governor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been made in the original specifications, drawing, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

*No Compensation for alteration in, or restriction of, work to be carried out.*

**Clause 14** – If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials

of any inferior description, or that any materials unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

*Action and compensation payable in case of bad work*

**Clause 15** – All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

*Works to be open to inspection.*

*Contractor or responsible agent to be present.*

**Clause 16** – The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise planning beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

*Notice to be given before work is covered up.*

**Clause 17** – If the contractor or his workmen or servants 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 Contiguous to the premises on which work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or, any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid, 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) from any sums that may be then, or the proceeds of the sale thereof, or of a sufficient portion thereof.

*Contractor liable for damage done and for imperfections for three months after certificate.*

“The security deposit of the contractor made in the manner provided in Clause 1 thereof, shall be refundable on the expiry of 3 months(6 months in the case of a road work) after the issue of the certificates, final or otherwise of the completion of the work, subject to the condition that no such refund of security deposit shall be allowed till the final bill has been prepared and passed provided however, that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit may be refundable after 3 months of the issue of the said certificate of the completion. Provided further that in the case of any work (whether road, building, bridge, electrical, sanitary and plumbing etc.) whether the Engineer-in-Charge is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reasons beyond his control, the Engineer-in-Charge his discretion may make a proportionate refund of the security deposit to the contractor.”

The contractor shall be responsible for rectifying defects in asphaltic work-noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work, shall be refundable after the expiry of this period.

**Clause 18** – The contractor shall supply at his own cost material (except such special materials, if any, as may in accordance the contract be supplied from the Engineer-in-charge’s stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the

*Contractor to supply plant, ladders, scaffolding etc.*

requirements of the Engineer-in-charge as to any matter as to which under these condition he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

*And is liable for damages arising from non-provision of light, fencing etc.*

**Clause 18A** – The contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by the Government to the contractor for use in execution of the works under this contract and shall be liable for any loss of and damage caused to the said rollers, machinery, tools and implements by any reason whatsoever during the period the same are in the possession of the contractor and shall on demand pay to the Government such amount as may be fixed by the Government for such loss and damages, the decision of the Government in that respect being final. Should the contractor fail or neglect to pay such amount on demand, the Government shall have the right and be entitled, in addition to the other rights and remedies available to it, to deduct such amount from the amount of security deposited by the contractor and / or any amount remaining payable to the contractor under this contract for any work done by the contractor.

**Clause 18B** – In every case in which by virtue of the provisions of Section 12, Subsection (1) of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation works, Government will recover from the contractor the amounts of the compensation so paid, and, without prejudice to the rights of Government under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof deducting it from the security deposit or from any sum due by the Government to the contractor whether under this contract or otherwise.

Government shall not be bound to contest any claim made against it under Section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which government might become liable in consequence of contesting such claim.

**Clause 19** – No female labour shall be employed within the limits of a cantonment.

*Labour*

**Clause 19A** – No labour below the age of twelve years shall be employed on the work.

**Clause 19B** –

- a) The contractor shall pay to labour employed by him either directly or through the contractors, wages not less than fair wages as defined in the C.P.W.D. contractor's Labour Regulation in so far as such regulations have application within the state of West Bengal or as per the provisions of the contract labour (Regulation and Abolition) Central Rules 1971, wherever applicable.
- b) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to the paid fair wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed in the work for performance of contractors part of his agreement to contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations as mentioned in sub-para (a) above made from time to time in regard to payment of wages, wage period deductions unauthorisedly made, maintenance of wage books or wages slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (regulation and Abolition) Rules 1971 wherever applicable.
- d) The Divisional Officer/Sub-divisional Officer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contract or non observance of the Regulations as mentioned above.
- e) The contractor shall comply with the provisions of payment of wages Act, 1936,

Minimum Wages Act, 1948, Employees Liability Act 1938. Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and the Contract Labour (Regulations & Abolition) Act, 1970 of the modifications thereof or any other laws relating thereto and the Rules made there under from time to time.

- f) The Contractor shall indemnify Government against payment to be made under and for the observance of the laws aforesaid and the C.P.W.D. contractor's Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnify from his sub-contractors.
- g) The regulation aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract.

**Clause 20** – No work shall be done on Sundays without the sanction in writing of the Engineer - in-charge.

*Work on Sunday*

**Clause 21** – The contract shall not be assigned or sublet without specific orders from government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contractor, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office in the employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional officer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work theretofore actually performed under the contract.

*Work not to be sublate*

*Contract may be rescinded and security deposit forfeited for subletting bribing or if contractor becomes insolvent*

**Clause 22** – All sums payable by way of compensation under sum payable by any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

*Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.*

**Clause 23** – In the ease of tender partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

*Changes in constitution of firm*

**Clause 24** – All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

*Works to be under direction of Superintending Engineer*

**Clause 25** –

*Settlement of disputes*

# DELETED

**Clause 26** – The contractor shall obtain from the Engineer-in-charge all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles, required there for or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract. And if they are not entered in the schedule, they will be debited at cost price which for the purposes of this contract shall include the cost of carriage, incidental charges and storage charges, the last being recoverable in addition and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

*Stores of European or American manufacturer to be obtained from Government*

**Clause 27** – When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and

conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

**Clause 28** – In the case of any class of work for which there is no such specification as in mentioned in Rule such work shall be carried out in accordance with the district specification, and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer- in-charge.

*Lump sums to estimates*

**Clause 29** – The expression “works” or “work” where used in these conditions shall, there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

*Action where no specification*

**Clause 30** – The contractor(s) shall at his/their own provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local public Health and Medical Authorities. He/They shall also at his/their own cost make arrangements for the laying of pipe lines for water supply to his/their labour camp from the existing mains wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

*Definition of works*

### **INTERPRETATION OF CLAUSE**

The Governor means the Governor of West Bengal and his successors.

The Divisional officer means the Divisional officer for the time being of the Division concerned.

The Sub divisional officer means the sub divisional officer for the time being of the Sub-Division concerned. Words importing the singular number only include the plural number and vice versa.

Schedule showing (approximately) materials to be supplied by the Public Works and Buildings Department under clauses 10 and 26 for work contracted to be executed and the rates at which they are to be charged for

| Particulars | Rates at which the material will be charged to the contractor |     |    | Place of delivery |
|-------------|---|-----|----|-------------------|
|             | Unit  | Rs. | P. |                   |
|             |   |     |    |                   |

**Note 1.**-The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of tender.

**Note 2.**- Empty cement bags are the property of Government and should be returned by the contractor.

Signature of Contractor

Signature of

Sub-Divisional Officer  
Divisional Officer

## **ADDITIONAL CONDITIONS**

1. Cement found surplus after the completion of a work should be returned to the Sub Divisional Officer, the value of the cement returned to the Department will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of the Executive Engineer or the Sub divisional officer (if nominated for the purpose by the Executive Engineer) he may be held guilty of theft. In this connection the provision of Clause 10 may be referred to, where it is clearly stated that all materials issued to the contractors shall remain the property of Government.
2. The contractor shall have to make his own arrangements for water, both for the work and use by his cooly, etc; for steam road rollers and for all tools and plant, etc; required on the work.
3. Contractors will be responsible for the payments of all water charges payable to the Corporation of Calcutta or any other waterworks authority including a Government department concerned.
4. If the contractor shall desire an extension of the time for completion of the work under clause 5 of the contract. No application for such extension will be entertained if it is not received in sufficient time to allow the Divisional officer to consider it and the contractor it and the will be responsible for the consequences arising out of his negligence in this respect.
5. The contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.
6. Contractors in the course of their work should understand that all materials (e.g., Store and other materials) obtained in be work of dismantling, excavation, etc, will be considered Government property and will be disposed of to the best advantage of Government.
7. Owing to difficulty in obtaining certain materials in the open market, due to war, the Government have undertaken to supply materials specified in the schedule on page.....of the Tender form at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore, required to keep himself in touch with the day-to-day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Government on account of delay in supplying materials.
8. The minimum period for which a road roller is required to be used by a contractor shall be determined by the Executive Engineer on the basis of the quantity of metal that can be consolidated by a roller per day and the Executive Engineer's decision shall be final. If the roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water, etc., additional hire charges shall be levied at the rates specified below under "A. Hire Charges" for the additional period the roller works.
9. No compensation for any damage done by rain or taffies during the executing of the work will be made.
10. Whenever a work is carried out in a municipal area, lights or electric danger signals wherever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this Department but the contractor will bear all the expenses.
11. The contractor should quote through rate inclusive of cost materials and carriage to place of working.
12. The contractors should give complete specifications showing the method of execution and the quantity and quality of material they intend to use per hundred sft. Area.
13. In cases where water is used by the contractor he will be required to deposit in advance with the Executive Engineer the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.
14. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under clause 12 of the contract, if such additional work shall consist of items which have already been quoted for or, items not quoted for but appearing in District Schedule.
15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, Government shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.



## **Inconvenience to the public**

16. The contractor(s) shall not deposit material on any site which will seriously inconvenience the public. The Engineer-in-charge may require the contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.
17. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish, etc, will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.
18. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site or premises cleared of debris, etc, and recover the cost from the bill of the contractor, if the latter shows slackness in observing this clause.
19. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

Amendment Vide G.O.No.4736/A dt. 10.11.64.

### **ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVERNMENT**

Road Roller, if available, shall be supplied by the Government upon payment of hire charges at the rates and on the conditions specified below. The contractor should requisition road roller at least two weeks before the date on which the same are required mentioning the date on which delivery is desired. In case rollers cannot be made available to the contractor on that date, requisite extension time shall be granted to the contractor for completion of the work but the contractor shall not be entitled to claim any compensation for loss of labour or any other cause whatsoever shall be entertained.

Amended & substituted vide Govt. in P.W.D.'s memo No. 1239-a dated 31.3.79

#### **A-Hire Charges**

- (1) Road Rollers – Rs. 150/- (Rupees one hundred fifty) only per day of eight working hours, excluding Fuel and Wages of Driver, Cleaner and Chowkider.  
The pay of Driver, Cleaner & Chowkidar will have to be paid – for extra at the following rates:
  - (i) Driver – Rs. 15/- (Rupees fifteen) only per day.
  - (ii) Cleaner – Rs. 11/- (Rupees eleven) only per day.
  - (iii) Chowkidar – Rs. 11/- (Rupees eleven) only per day.

#### **B – Conditions**

1. (a) The road rollers will be made over and taken back at the site of work. The roller charges (which include the hire charges and the wages of the departmental crew) shall be recovered at the pre-scribed rates from the date of the road roller is made over till the date it is taken back even though the rollers may not have been working if, however, any roller remains idle for two or more days at a stretch for any of the reason or reasons mentioned below and provided the contractor submits, within a week of the date of occurrence of the contingency, an application through the Subdivisional Officer to the Engineer-in-Charge praying for exemption from payment of roller charges (showing reasons and particulars for such claim for exemption) the Engineer-in-Charge may, at this discretion, and if he is satisfied that there were sufficient reasons, allow exemption from payment of the said roller charges for such days as he may consider reasonable under the circumstances.  
The reasons for which exemption may be allowed are:
  - (i) Continued unfavourable weather conditions for carrying out the particular type of work on which the roller is engaged.
  - (ii) Lack of roller work for reasons beyond the control of the contractor.
  - (iii) Diversion of the roller by the Engineer-in-Charge to other works.
  - (iv) Essential repairs.
  - (v) Any other reasons precluding the work of the roller.

The contractor shall not in any event be entitled to claim any compensation for loss of labour or for any other loss whatsoever which may have been incurred by him during the period for which exemption from payment of the charges is allowed.

- (b) The rollers and other equipments shall be fully utilised for the purpose for which the same are made over and shall

not be allowed to remain idle when they are in working conditions.

The time limits for the working days for each type of rolling shall be fixed according to the limits of work out-put given in Satement I & II below. If the actual number of days of roller work exceeds the limits based on the specified floor limits for the number of days in excess such of limit the hire charges and the wages of the departmental crew shall be charged at double the prescribed rates.If the actual number of days or roller and wages of the department crew shall be recovered for the number of days calculated on the specified calling limit. In all cases part of a day shall be counted as full day.

2. The departmental crew shall be on operational charges of the roller.
3. The rollers issued to a contractor are to work for 6 days in the week, with stoppage of work on the seventh day for general cleaning and pretty repairs. Contractor will pay for the hire charges as well as for wages of the departmental crew for the whole week.
4. Clean water for operation and washing the roller shall be supplied by the contractor at his cost.
5. Fuel, (petrol, diesel or steam coal) and ancillaries such as match boxes, kerosene oil, firre wood and cotton waste for working lighting up, cleaning etc. of road rollers shall have to be supplied by the contractors this expenses. Steam coal for steam road rollers and diesel oil, for diesel road rollers may, however be supplied by the Department at the rate specified In the agreement and the cost debited to the contractor's account accordingly.
6. The grease and lubricating oil required for operating and maintenance of the rollers shall be supplied by the Department free of cost.

### SPECIFICATIONS GOVERNING ISSUE OF ROAD ROLLERS

The number of working days to be allowed for finishing each Individual Item of work shall be calculated in the basis of limits of work out-put, specified in statements I & II below.

( Extra allowances are to be considered by the Executive Engineer only on special circumstances depending on the particular nature of work and his decision will be final: )

### STATEMENT- I

- (a) For steam road roller or diesel road roller – 8 tonnes or over

N.B.- Each working day means each rollers day, i.e. 8 hours working in a day with one roller.

| Sl. No. | Item of works  | Time to be allowed for completion<br>No. of working days |                            | Remarks |
|---------|--|--|----------------------------|---------|
|         |  | Floor limit<br>(minimum)                                 | Celling limit<br>(maximum) |         |
| 1       | Rolling subgrade   | 1.486 Sq. M.   | 2.230 Sq. M.               |         |
| 2       | Rolling boulder soling-  |  |                            |         |
|         | (a) stone (except laterite) of slag boulders                               | 558 Sq.M.  | 929 Sq.M.                  |         |
| 3       | Consolidation of ballest(size within the Range of 7.5 cm 12.5 cm           |  |                            |         |
|         | (a) Broken stone (Pakur or Rajmahal or Chandil or similar hard stone)      | 23cu.m.  | 34 cu.m.                   |         |
|         | (b) Broken stone varieties softer than (i) above                           | 25cu.m.  | 40cu.m.                    |         |
|         | (c) Broken slag  | 25cu.m.  | 40cu.m.                    |         |
|         | (d) Laterite or Jhama  | 34 Cu.m  | 51Cu.m                     |         |
|         | (e) Unbroken stone (e.g. Shingle)  | 34Cu.m   | 51Cu.m                     |         |
| 4       | Consolidation of metal(size within range 3.75 cm 7.5 cm)-                  |  |                            |         |
|         | (a)Broken stone metal( Pakur or Rajmahal or Chandil or similar hard stone) | 14 Cu.m  | 23Cu.m                     |         |
|         | (b) Broken stone metal softer than (i) above                               | 17 Cu.m  | 28 Cu.m                    |         |
|         | (c) Broken slag metal  | 17 Cu.m  | 28 Cu.m                    |         |
|         | (d) Laterite or Jhama metal  | 28 Cu.m  | 45 Cu.m                    |         |
|         | (e) Unbroken stone   | 34 Cu.m  | 51Cu.m                     |         |
| 5       | Consolidation of moorum  | 35 Cu.m  | 51Cu.m                     |         |
| 6       | Rolling dry chips/ bajree/gravel in surface dressing works-                |  |                            |         |
|         | (a) On water bound surface   | 558 Sq.M.  | 1116 Sq.M.                 |         |
|         | (b) On brick- top surface  |  |                            |         |
| 7       | Rolling premixed chips/ bajree/gravel                                      |  |                            |         |
|         | (a) In 19 mm(nominal) thick carpet   | 372 Sq.M.  | 743 Sq.M.                  |         |

|                                    |           |           |
|------------------------------------|-----------|-----------|
| (a) In 25 mm(nominal) thick carpet | 325 Sq.M. | 650 Sq.M. |
| (a) In 32 mm(nominal) thick carpet | 279 Sq.M. | 558 Sq.M. |
| (a) In 38 mm(nominal) thick carpet | 232 Sq.M. | 465 Sq.M. |

## STATEMENT – II

(b) For petrol,diesel, steam road roller or diesel road roller – 6 tonnes or less. Time limits of work out-put for petrol, diesel or steam road rollers of 6 tonnes or less shall be 25% less than the time allowed for the corresponding item in Statement – I above.

## TAR & BITUMEN

1. The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.

**N.B.** – In case of any item not covered by above or any stipulation of a particular contract the limits will be decided by the Engineer-in-charge.

2. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae, before the process of painting is started and shall hypothecate it to the Engineer-in-charge against money advanced by Government. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution, for reasons other authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused material as determined by the Engineer-in-charge shall be made and the material returned to the contractors. Although the materials are hypothecated to Government the contractor under takes the responsibility for their proper watch, safe custody and protection against all risks. The material is shall not be removed from the site of work without the consent of the Engineer-in-charge in writing.

## ADDITIONAL CLAUSES

1. In cases where the responsibility of dispatch of stores rests with the suppliers, but the freight is payable by the purchaser, the supplier should dispatch the stores by the most economical method, using the full wagon load whatever it is possible and economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should get in touch with the Purchase officer concerned and in cases of dispatch of stores which are the property of the Defiance Department at the time of dispatch, the supplier may obtain the advice of the “Movement Control Section, Station Staff Officers or the Controller of Supplies of the stations concerned.”
2. The contractors will have to make his own arrangement for the carriage of materials.
3. For all items of contract works requiring unskilled labour, the contractor shall be bound to employ unskilled local labour. The expression 'local' shall mean the Anchal, the Block, the Thana of the District of the State of West Bengal where the work will be executed. In case of non-availability of such unskilled local labour and other difficulties experienced by the contractor in recruiting such local labour, the contractor may with the prior permission in writing of the Engineer-in-Charge of the work, recruit and employ unskilled labour from neighbouring areas of that District. In case the work is in the border area of two Districts and there is dearth of adequate number of local labour from the District where the work will be executed, labour may be recruited by the contractor from continuous areas of the other continuous District and when the exigency or progress of work so demands, the contractor may with the prior permission in writing of the said Engineer-in-Charge, engage labours from the other districts of the state of West Bengal and in case the same is not available then the contractor may, with the permission of the said Engineer-in-charge employ imported labour of other states.

In case where the contractor fails to secure unskilled local labour or to engaged imported labour the contractor shall employ labour locally recruited by Government or labour imported by Government at the rate to be decided by the Superintending Engineer of the works concerned, whose decision as to the circumstances in which employment of such labour is of mutual advantage to Government and the contractor, will be final and binding on the parties.

For all items of contract job requiring skilled labour, the contractor shall have to employ 70% (seventy percent) of skilled labour locally. In case the contractor fails to recruit skilled local labour the contractor shall employ skilled labour locally secured by Government in the manner indicated above. For Bridge works, highly technical works of framed structural buildings, Sanitary & Plumbing works, Electrical works, etc. involving skilled labour the contractor may with the prior permission in writing of the Engineer-in-Charge to whom full facts must be placed for such permission, import and employ skilled labour upto 30% (Thirty percent) of the total requirement. In this case the

expression "Imported labour shall mean labour imported primarily from other States and secondarily, from the distant districts of the States of West Bengal".

4. Military Credit notes will only be issued at the dispatching station for materials which are the property of government the time of dispatch. Ordinary credit notes will be issued by this Department at the receiving station to help contractors in taking delivery and the cost will be recovered from the contractor's bills.

**Government Order No. 2809(3)A Dated 27<sup>th</sup> April, 1971.**

**ADDITIONAL CONDITIONS OF CONTRACT FOR DEPARTMENTAL MATERIALS**

- (a) The value of materials supplied by the department for use on the work shown in schedule in page II of the contract form (West Bengal 2911) in respect of items of work for which the contractor's rates are inclusive of the cost of such materials will be debited to him in his account at the specified in schedule.
- (b) Regarding materials in respect of items of work which the contractors rates are not inclusive of the cost of such materials the contractor shall only act an custodian on behalf of the Government and the value of such materials will not be charged to him except under Sub-Clause (f) and (g) thereof .
- (c) When the contract provides for use of certain specified materials to be supplied by the department the contractor shall not obtain such materials from other sources unless so authorised in writing by the Engineer-in-Charge of the work.
- (d) Materials supplied for a particular work or a part thereof shall not be used elsewhere except with the written permission of the Engineer-in-Charge.
- (e) Materials shall be supplied to the contractor in such instalments as may be decided by the said Engineer-in-Charge.
- (f) The contractor shall be held responsible for any misuse loss or damage of the materials issued of handed over to him the Engineer-in-Charge. In default the cost of such materials shall be recovered from the contractor according to the terms of the provisions made in Sub-Clauses (g) & (h) thereof.
- (g) In the following cases the materials issued or handed over to the contractor shall be demanded to have been misused by him.
  - (a) Materials lost or damaged due to negligence on the part of the contractors and /or defective storage by him.
  - (b) Materials used in excess of the requirements as shown in consumption statement attached herewith.
  - (c) Materials used without permission of the Engineer-in-Charge in temporary works (e.g. coffer dams, embankments sorting etc.) or in the construction of contractor godown site office, labour hutments etc.

The value of materials misused as above (in which case the decision of the Engineer-in-Charge shall be final) shall be recovered at 50 per cent in excess of the highest of the following three rates.

- (I) Issue rates as specified in the contract.
  - (II) Departmental stock rates at the time of recovery of value and
  - (III) Market rate at the time of recovery of value.
- (h) In case of loss or damage of materials issued on handed over to the contractor other than under the circumstance mentioned in Sub-Clause (g) the materials so lost or damaged shall be replaced by the Engineer-in-Charge as to the cost of replacement shall be final and binding on the contractor.
  - (i) Where so specified in any case in respect of cement, steel and bituminous materials supplied by the Department and stock register shall be mentioned by the contractor and the day receipt, issues and balance of such materials shall be shown therein. This register shall be produced by the contractor to the Engineer-in-Charge or the representative where ever required for verification of stock.
  - (j) Whenever asked for by the Engineer-in-Charge during the progress of the work and also with the final bill the contractor shall submit to the former a statement showing.
    - (a) The total quantity of materials received by the contractor from the Deptt.
    - (b) Consumption thereof item by them in the work and
    - (c) The balance in hand.
  - (k) Whenever by completing the consumption of materials of any description in any item or group or items of work requiring use of such materials:

- (a) It is found that the contractor has used loss materials than are required by the specification and /or are shown in consumption statement attached herewith, the value of the quantity of materials loss used shall be recovered from the contractor at 5 (five) per cent in excess of the issue rate such materials the cost of which. In such an event the contractor shall not be entitled to claim or to received the materials the cost of which has been thus recovered or.
- (b) It is found that the contractor had used any materials in excess has indicated in paragraph (a) and (b) of Sub-Clauses shall be subject to the decision of the Engineer-in-Charge who may allow variation according to para I of the consumption statement follow.

Consumption of different materials of construction of corresponding contract item of work shall be computed on the basis of quantities shown in this table subject to a variation of plus/minus five per cent except in case of steel materials in respect of which the variation shall be + 10 per cent. Where whoever, the circumstances of work so required the Engineer-in-Charge shall be competent to allow (for record a reasons) for a greater variation.

1) *Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted vide Govt. of W.B. Public works dept. (C.R.C. Branch notification No. 177 CRC/2M-57/2008)Dt. 12/07/2012*

“**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 imperfections become apparent in it at any time whether during its execution or within a period of three years after issuance of a certificate of its completion 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) from any sums whether under this contract or Otherwise that may be then or at any time thereafter become due to contractor by the Government or from his security or the proceeds of sale thereof 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 imperfections 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.

The security deposit of the contractor shall not be refunded before the expiry of three years after the issuance of the certificate, final or otherwise of completion of work by the Engineer-in-Charge.

Provided that the work's shall not be deemed to have been completed unless the 'Final Bill' in respect thereof shall have been passed and certified for payment by the Engineer-in-Charge.

Provided further that the Engineer-in-Charge shall pass the 'Final Bill' and certify thereon, within a period of forty five day with effect from the date of submission thereof by the contractor the amount payable to the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor within the said period of forty five days. The certificate of 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 contractor held with the Government under the provision of Clause 1 hereof shall be refundable to the contractor in the manner provided hereunder :-

- (i) 30% of the security deposit shall be refunded to the contractor on expiry of one year after the issuance of certificate of completion of work.
- (ii) Further 30% of security deposit shall be refunded to the contractor on expiry of two years.
- (iii) The balance 40% of the security deposit shall be refunded to the contractor on expiry of three years.

### **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. The work may be of original or special repair in nature or a combination thereof or original or Special repair in nature in combination with the work(s) of repair and/or maintenance in nature.

Provided that in respect of the work of repair or maintenance in, "nature or a combination thereof. The words three years wherever appearing in this Clause shall be deemed to be one year and in which Case the security deposit of the contractor held with the Government under the provision of Clause I hereof shall be refundable to the contractor on expiry of one year after the issuance of certificate completion of work by the Engineer-in-Charge.

(2) The following paragraph shall be added to the interpretation Clause of CONDITIONS OF CONTRACT :-

“The word Government means the Government of the State of West Bengal in Public Works Department”:-

This bears concurrence of Group-T pf Finance (Audit) Department vide their U.O.No.:614;Dated:06/07/2012.

By order of the Governor,  
Sd/-A.R.Bardhan  
Secretary of the  
Government of West Bengal

**GOVERNMENT OF WEST BENGAL**  
**SUNDARBAN DEVELOPMENT BOARD**  
**CIVIL ENGINEERING DIVISION NO. III**  
**Additional terms and conditions of contract and Specification**  
**for work to form part of the contract.**

1. Notwithstanding anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and shall be binding on the contractor.
2. The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and will correspondences concerning rates. Clames, change in specification and / or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above tender i.e. made with officers other than the Engineer-in-Charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge at the earliest. The instructions given by the Sub-Divisional Officer and the Sub-Assistent Engineer shall also be valid who have been authorised on behalf of the Engineer-in-Charge regarding instruction, supervision, approval of materials, workmanship and progress of work.
3. The tender will be on the basis of the schedule of rates the contractors are to quote percentage higher or lower or at per which is to apply to all the rates in the schedule irrespective of whether quantities are entered in the schedule or not i.e. all the items and rates as shown in the schedule with the tendered percentage increase or decrease will be applicable to this tender.  
In analysing the rates for supplementary items, if any necessary which are not covered by the departmental schedule of items and rates, the principle as laid down in Clause 12 of the tender form in W.B.F. No. 2911(i) or 2911(ii) in which the contract will be executed shall be followed.
4. The contractor will have to arrange for camps and huts at his own cost if required for labourers according to the standard acceptable to the Public Health Authorities. The Department will however allow the contractor to occupy temporarily free of charge of Departmental land will be available but the same will have to be returned in good condition at the end of the work. The contractor shall have to make arrangement of sweet water for work & labourer, sanitation and medical and at his own cost and claim whatsoever will be enteratined on this account.
5. Sales Tax. Royalty for land, boulders, forest product, etc. Octro, toll Tax, Income Tax, Ferry charges and other local taxes, if any, are to be paid by the contractor. No extra payment will be made for those. The rate of supply and finished work items are inclusive of those.
6. Dewatering, if a necessary for the proper execution of the work before or during execution will have to be done by the contractor at his cost. It will not be paid separately unless specifically ordered as a separate item of work.
7. All working tool and plant, scaffolding construction of vats and platform will have to be arranged by the contractor at his own cost.
8. The contractor shall Mazdoors, bauboos, ropes, peges, flages, etc. For laying out the work and for taking measurement and checking measurement for which no extra payment will be made.
9. The contractor is requested to see site of works and drawing before submitting tender and satisfy himself regarding the conditions and nature of works and ascertain difficulties that might be encountered in executing work; carrying materials to the site of work availability of drinking water and other human requirement and security, etc. work river banks be interrupted due to inundating during higher stages of tide. No claim will be encountered on his account. There may be variation in alignment, height of embankment or depth of cutting location of revetment structures etc. due to change of topography river condition and other local needs etc. between the preparation and execution of the scheme for which the tendered rate and condition of contract will not be invalidated. The contractor will not be entitled to extra rate of claim.
10. The work will have to be completed within the time mentioned in the tender notice. A suitable programme is to be submitted by the contractor within five days of the receipt of work-order which should satisfy the time limit of completion. The contractor should submit in writing the name of his authorised representative at site within five days of receipt of work-order. A work instruction book will have to be maintained by the contractor at his own cost which should be in the form of bound not book with pages machined numbered. This book will have to be first validated by the Engineer-in-Charge with the signature and rubber stamp in the first page. The book must be available at site instructions given by the inspection officer will be recorded in this book and the contractor must note down the action taken by him in this connection as quick as possible. The book will have to be submitted to the Engineer-in-Charge at the time of submission of final bill.
11. The Executive Engineer will be the Engineer-in-Charge in respect of the Contractor. And all correspondences concerning important in alters viz. Rates, change in specification and designs etc. will be valid only of made by the Engineer-in-Charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge at the earliest. Day to day instruction book and is to be seen that it is noted by the person concerned.

12. The contractor will have to apply as per clause 5 of W.B.F. No. 2911, 2911(i) or 2911(ii), as the case may be for extension of time if the work is non-commenced or stopped or delay due to non-receipt of department materials, land injunction or public interference etc. or any other valid reason. No compensation for labour establishment charges or other accounts will be entertained.
- 12 (a) The tenderer in open tenders whose tender is approved for acceptance shall within 7 days of the receipt of an intimation to the effect sent to him by registered post, deposit and additional sum which together with the 2 percent of the earnest money, will amount to 5 percent of the cost as per tendered rates of the works for which the tender is to be accepted. Failing the deposit of this additional sum within the period specified above, the earnest money shall forthwith stand forfeited to Government and the letter of approval of the tender will be considered as automatically cancelled.

In respect of the successful tenders who have deposited earnest money at 5 percent of the tendered value of the work, the earnest money, on acceptance of the tenders shall be deducted from the progressive bill at 5 percent to each such bill so that the total deduction together with the 5 percent security already taken constitutes 10 percent of the total value of the work as actually done.
13. All possible precautions, so as to ensure safety against, probable accidents i.e. maintenance of proper standard of scaffolding etc. should be taken, contractor will remain responsible for his labour in respect of his liabilities under the workmen's Compensation Act. Etc. He must deal with such cases as promptly as possible Proper Road signs as per P.W.D. practice will have to be made by the contractor while opening a public thoroughfare.
14. The contractor is bound to maintain qualified technical employees and / or apprentices as per prevailing Apprentice Act. Or other Departmental rules and orders.
- 14 (a) As the Sundarban area is noted for scarcity and poverty, it is desirable that the contractor would employ local labourer. He will also be responsible for any breach of law made by his labourers and employee. The employment of local labourers would not mean relaxation of any terms and conditions of contract.
15. In case of failure on the part contractor to rectify any defect when asked to do so within specified time this may be done by the Engineer-in-Charge at the cost of the contractor without further notice and cost will be deducted from his bill.
16. All materials required for works exception cement and other items. If specifically mentioned in the schedule, will have to be supplied by the contractor. The rates in the schedule are inclusive of cost and carriage to worksite of all materials required for work. The contractor shall use departmental materials issued free as economically as possible and shall remain responsible for safe custody. Penalty charges shall be levied at higher rate for wastage or misuse, Surplus materials of the Department, if any, shall have to be returned to the issuing godown or Store-yard within time directed by the Engineer-in-Charge. Otherwise the cost of penalty rate may be recovered from the bill. Indent for department materials shall be submitted by the contractor to the Sub-divisional Officer or to the Sub-Assistant Engineer-in-Charge of work, if authorised by the Sub-Divisional Officer at least seven days in advance of actual requirement. No claim will be entertained for non-issue of such materials in time but reasonable extension of time will be granted as per Clause 5 of W.B.F. No. 2911. All materials supplied by the Department will have to be carried from the Department godown or stores to worksite by the contractor at his own cost. The contractor shall remain responsible for proper storage and safe custody of all Departmental materials. The contractor will have to make at his own cost suitable water and damp proof shed at site for storing cement and under no circumstance whatsoever shall any material removed from the site of work without the written permission of the Engineer-in-Charge.
17. The contractor will have to accept the construction programme fixed by the Engineer-in-Charge so that the most vulnerable reach and or vulnerable item be completed before the date needed by the Department due to impending monsoon or rise of water level or other reasons.
18. The quantities of different items or work mentioned in the tender schedule or in work-order are only indicative. In actual work these may vary considerably, in quantity or nature. Payment will be made on the basis of works actually done in different items and no claim will lie on the Government or increase or reduction of quantities in some items or inclusion or omission of some items.
19. Schedule of materials to be supplied by the Departmental Godown.

Executive Engineer  
Civil Engineering Division No. III  
Sundarban Development Board.

#### **SPECIAL TERMS AND CONDITIONS**

All works to be done as per general conditions and specification of works of S.D.P.,S.D. Board and Specification of works of irrigation and Waterways Directorate. 1959.

### **N.B.- STRUCTURES, BRIDGES, SLICES, BUILDING etc.**

1. Unless otherwise specified all the specifications of supply of materials for works and system of measurement will be as per current printed specification of I. & W. Deptt. Govt. of West Bengal. For anything not included in printed specification Indian Standard Specification (Latest version) will be followed.
2. The rates provided in the schedule are inclusive of supply and carriage of all materials to site.
3. Steel should be of tested and approved quality for which test certificates to be produced. All other materials will have to be got approved by Engineer-in-Charge before they are used in the work.
4. The contractor should examine drawing in the Divisional Officer during office hours, as to have a clear idea of work to be done. Change of alignment design etc. during execution of the work will not vitiate the contract and entitle the contractor to any claim.
5. There would be co-ordination amongst the contractor's work in the different reaches and no obstruction should be created by any contractor so that work in other reaches is hampered or affected in any means.
6. All the dismantled materials obtained either from the permanent or from temporary structure dismantled by the Contractor as per terms and the valuable serviceable materials obtained during execution of the work is the property of the Govt. as per direction of the Engineer-in-Charge. No extra cost for the same will be entertained.
7. For any materials when available and supplied departmentally from Govt. Godown under Drainage & Irrigation Division the extra cost for carriage of the same from Govt. Godown to site will not be entertained.
8. No claim will be entertained and no extra payment will be entertained and no extra payment will be made to the contractor for the labourers sitting idle to any circumstances.
9. No additional work beyond the tender schedule without the previous written permission of the Engineer-in-Charge will be entertained.
10. If work cannot be completed this year for want of land the same should be done afterwards through the present tender.
11. Stone materials should be of Chandil or Pakur or any other approved variety as wanted by the Engineer-in-Charge.
12. Certificate in respect of clearance of Revenue of extraction and removal of minor minerals from the Additional District Magistrate (L. & R.) 24 Parganas must be submitted by the Contractor along with the final bill. Otherwise, final bill will not be passed for payment. Four times the Royalty will be deducted till the certificate is produced in each running bill. If the contractor fails to produce certificate the same will be forwarded to the L. & W. Deptt. For taking penal action apart from the deduction already made.
13. In case of issue of Govt. materials in excess to the required quantity not returned by the Contractor the cost of excess materials will be deducted from the bill or any amount due to the contractor at the rate of 10% in excess of the issue rate.
14. Empty cement bags are to be returned in good condition at the Deptt. Godown as per direction of the Sub-Divisional Officer concerned. If the empty bags are not returned by the contractor Rs. 2.00 per each bag will be deducted from the bill.
15. The requisite quantity of Cement required for the work will be issued to the contractor the rate of issue is shown in above contractor will have to carry the cement to his work site from I. & W. Deptt. Godown and the cost of carriage is included in the rate for the appropriate item of work. In case of any loss of cement during transport or storage, the cost will be recovered from the Contractor.
16. Supply of steel materials from cement Godown are not guaranteed. The contractor has to make his own arrangement of procuring the tested quality of steel material in time, if the same is not available with the Division, No extension of time will be granted to the contractor on the ground of non-availability of steel.
17. The mixing of concrete for R.C.C. work is to be done on approved type power driven concrete mixture, which should be arranged by the contractor at his own cost. No hand mixed concrete will be allowed unless specifically permitted by the Engineer-in-Charge in advance and in case of hand mixed concrete the rate will be reduced by 5% of the schedule rate. Plain cement concrete work in construction of building only hand mixing may be allowed with reduction of rate 2% hand mixing may be done on an approved platform so as to prevent the flow of any liquid. All mixing whether hand mixed or done in machine must be uniform to the satisfaction of the Engineer-in-Charge or his representatives. The concrete shall be carefully placed (Not thrown) within the forms and compacted with the help of vibrator to form a dense homogeneous mass free from voids. Tamping by rods or other things shall be allowed in thin and petty works with the approval of the Engineer-in-Charge.  
The total water in each batch of concrete shall be kept constant and would not be changed without knowledge and approval of the Engineer-in-Charge.
18. The contractor shall adequately protect freshly laid concrete from too rapid drying due to strong sunshine, drying winds, etc. and also from running of surface water and cracks. During the first twenty eight days the horizontal surface should be ponded with water and vertical surface kept thoroughly damp by wet gunny bags.  
The notes and acknowledgements of the Sub-Divisional Officer in book will be valid.



19. Payment will be made when fund will be available.

Executive Engineer  
Civil Engineering Division No. III  
Sundarban Development Board.

## **Terms and Conditions for Earth Work**

The work is to be taken up and completed as per specification of work of irrigation & Water-ways Directorate/Sundarban Development Board. Notwithstanding anything contained in the specification and in the form in which the contract is executed the following shall constitute additional terms and conditions and specification for the earth work.

1. These terms of specification will refer to the excavations by manual labour, but the contractor they use earth moving machinery if he so desires after obtaining proper consent of the Engineer-in-charge.
2. In case of deviation in specification of found necessary such modification may be made in supplementary specifications.
3. The contractor will have to so arrange his excavation programme that the deeper portion of the canal excavation is completed before the monsoon. They may continue the work during the monsoon if otherwise permissible under the contract time limit provided that they make their own arrangements for dewatering. Extra payment for which, in no case will be admissible. A reach will be taken as complete after it conforms to the profile chart and then all lears, witnesses are completely removed after obtaining the necessary order from the competent authority.
4. **EARTH MEANS ALL KINDS OF SOILS, SAND, SLUSH AND SILT DRY OR WET AND HARD OR SOFT:**

The rate of excavation of earth in all items will include the cost of nicking outlines, putting profiles cutting and removing of thick and thorny jungle, roots of trees and stumps of all sizes, tree upto 0.3 Metre girth from the site of work as directed by the Engineer-in-charge. Site of work will include both the site of excavation and the site of laying the spoils. The rate in all relevant items will also including dewatering. The clearance of site and slush by using bucket if necessary, removal of water hyacinth and burning to ashes and weeds, carcasses organic matter etc. No extra payment of uprooting trees of girth of any size and its removal will be made. The trees will be the property of the Government.

5. **THE EXCAVATION MAY BE CLASSIFIED IN THE FOLLOWING MAJOR GROUPS:**  
Earth work for making new embankment or repairing or strengthening old embankment. The earth has to be taken from borrow pits either from the feverside subject to tidal inundation during the work period or from the countryside. The size and location of borrowpits have to be made truly to the instruction given by the Engineer-in-charge. The earth has to be deposited in layers not exceeding 25 cm, in the profile in slope and levels. The clods have to be broken and the top and side slopes have to be roughly dressed to designed profile. The witnesses of borrowpits have to be removed by the Contractor at his own cost and laid in the profile of the embankment after the check measurement failing with deduction with 10 p.c. will be made in the measurement. The contractor has to fill up the borrowpits if excavated in homestead, road and other undesirable areas, at his own cost.
6. **SILT CLEARANCE:**

The excavation has to be made in proper slope and level and the spoils to be deposited and directed by Engineer-in-charge. The rate include excavation in slush or side by using bucket if necessary, removal of water hyacinth and burning them to ashes, clearing night soil, removing carcasses, organic matter weeds and other impurities. The rate also includes putting outfall as well as intermediated Cross Bundhs and maintain the during entire construction period and removing same after completion or before monsoon which ever is earlier and also bailing out water. The measurement will be taken on pre-work and post-work level section unless specifically instructed in writing. A deduction of 20 p.c. will be made in the bill till Cross Bundhs are removed to the satisfaction of Engineer-in-charge. The contractor has to reconstruct the Cross Bundhs if the work be prolonged beyond one season or Cross Bundhs be breached due to natural or casual cause during construction season, earth and other materials or Cross Bundh shall not be thrown in the channel or inner berm and in such event the removal will not be accepted.

7. EXCAVATION OF NEW DRAINAGE CHANNEL OR RE-EXCAVATION OF OLD DRAINAGE CHANNELS:

The excavation has to be made in proper slope and levels and the spoils to be deposited as directed by the Engineer-in-charge including making marginal embankment on both banks and through dressing. The rate includes excavation in slush or slit by using bucket if necessary, removal of water hyacinth and burning them to ashes, clearing night soil, removing carcasses, organic matter weeds and other impurities. The rate also includes putting outfall as well as Intermediate Cross Bundhs and maintaining it during entire construction period and removing the same after completion or before monsoon whichever is earlier and also bailing out water. The measurement will be taken on pre-work and post-work level section.

8. CLOSING GHOGES:

The earth has to be relaid by puddling with water and ramming in layers not exceeding 25cm only one measurement (that of cutting) will be given. The opening and closing should be done as per time schedule directed by the Engineer-in-charge.

9. FOUNDATION EXCAVATION:

The water table has to be maintained at about 0.3 Metre below the lowest foundation level. The rate of bailing water and sorting is included in this item. Excavation of earth in foundation below depth of every serious nature of sand blowing necessitating heavy and elaborate pumping shall be paid at extra rate for extra pumping than normally required. The extent and nature of sand blowing and the quantum of binding on the contractor. The rate includes clearance of site and slush by using bucket if necessary, removal of water in hyacinth, weeds carcasses, organic matter, night soil. The rate includes construction of Ring Bundh around foundation zone to prevent to flow of rain water during construction if necessary and maintenance and removal of it. In no case shall the foundation soling or laying of concrete be done prior to receiving orders from the Engineer-in-charge or his authorised representative.

10. BREACH CLOSING:

The work is to be done in submerged area of a tidal river. The closure work shall have to be maintained and guarded round the clock by contractor at his own cost with all materials and labour and arrangement of sufficient lights and night till the work is handed over to the Department.

The earth has to be taken from borrowpits subject to tidal inundation during the working period. The size and location of borrowpits have to be made truly to the instruction if given by the Engineer-in-charge. The earth has to be deposited in layers not exceeding 25 cm in the profile in proper slope and levels and puddle. The clods have to be broken and the top side slopes have to be roughly dressed to designed profile.

The measurement of earth will be taken on pit measurement. The measurement of earth work will be taken on pre work and post work level sections taken before p.c. voids will be deducted from gross measurement. The loss of earth work due to washing away during the progress of work due to severe wave dash synchronised with heavy wind, heavy rainfall and also at the closure shall be on contractor's cost which should be taken in account by the contractor at the time of quoting his tender the rate of breach closing includes also cost of puddling bailing out water and constructing Ring Bundh if necessary around borrowpits.

The payment of earth work will be made handing over the finished section to the department. Closing of any break after initial closing before handing over to the department as per designed profile shall be borne by the contractor for which no extra payment will be made. No payment will be made for maintenance and guarding of any part of work before handing over the whole closure. Additional expenditure if any has to be incurred due to delay in completion will be recovered from the contractor. The contractor shall not be entitled to any compensation due to loss of labour and materials for breach of closure work prior to handing over to the department.

11. Borrowpits for making and repairing and strengthening embankments and breach closing will

Generally be measured in pit measurements. Measurement will be taken by section measurement in silt clearance, Excavation or Re-excavation of drainage channels, closing breaches by boat or unless specifically mentioned. No deduction of voids will be made in silt clearance and excavation or re-excavation of drainage channels. But 10 p.c. measurement will be deducted until witnesses in borrowpits are removed 20 p.c. measurement will be deducted for non-removal or Cross Bundhs in drainage channel. Pre work section will be taken before the commencement of work to the deptt. The measurement of earth will be on the basis of pre-work and post-work level section along and across the alignments of the channels. Pre work reduced level of the ground along the alignment of the channel at 30 metre intervals of the alignment and ordinarily at 3 metre intervals along the line of levels will be taken. When a work-order is issued to the contractor he will satisfy about the accuracy of the levels and put his signature on the level sections plotted on the squared paper in token of his acceptance of the levels and will then commence work. In case, the contractor commence work without

acknowledging (by affixing his signature), the accuracy of the levels it will be presumed that the contractor accepts the reduced levels within 15 days of the date of issue of work-order and does not also commence work, his tender will be liable to be cancelled and his earnest money will be liable to feature by the govt. The executive engineer will have full power to take reduced levels at closure intervals if found necessary in any portion in excavation and the contractor will still be subjected to the condition stated above. When the work is completed in all respects the contractor will intimate in writing to the Sub-divisional Office, in-charge of the work and the S.D.O. will within 30 days of the completion of the work and not earlier than 10 days of such. Completion, cause work reduced levels to be taken along the same line along which pre-work reduced levels were taken. When such post work reduced levels will be taken at site. The contractor will have to satisfy himself to the accuracy of such reduced levels and will also be required to affix his signature in token of acceptance of the reduced levels by the S.D.O. or his sectional officer or representative. Such reduced levels as taken will be binding upon the contractor. However pit measurements for making road, embankments from borrow areas where suitable will be allowed.

12. LEAD AND MEASUREMENT:

The items for lead and lift should be dealt with the following principles. The principal items of excavation will be in initial lead of 30 metre and initial lift of 1.5 metre. Additional lead and lift will be multiples of 30 metre and 1.5 metre of parts thereof respectively. Thus for ascertaining the lead and lift of particular work the total distance will be divided by 30 metre and 1.5 metre respectively deducting the initial lead and lift.

The measurement of lead and lift will be horizontal and vertical distance between centres of gravity of the portion of excavated zone removed to spoil bank.

The lift will be taken as the vertical distance  $\frac{3}{8}$ <sup>th</sup> of height of the bank in case of new bundh or (half the height in case of repair to old bundhs or flat spoils of drainage channels) from the ground plus half the depth in borrowpits, shift clearance are stare and excavation in channel from same ground level.

The lead (head lead generally upto 300 metre) will be taken as horizontal distance as crow files between the centre of excavated zone (the irrespective of depth of cutting) and the centre of spoil bank.

The distance between the centre of excavated zone and the centre of spoil bank in certain earth (generally upto 300 metre) will be taken as the horizontal distance crow files between the centre of excavated zone (irrespective of depth of cutting) and the centre of spoil bank.

The distance between the centre of excavated zone at the centre of spoil bank in carted earth (generally beyond 300 metre) and boated earth shall be measured on the basis of shortest practicable root as decided by the Engineer-in-charge.

13. No payment for earthwork done from any area not directed from Engineer-in-charge will be made. Foreign materials such as roots and branches of trees, bushy jungles, water hyacinth etc. mixed with excavated earth from borrowpit shall not be laid in the bank. The profile has to be provided at every 60 metre approximately at his own cost including supply of peg, bamboo, coir string and labour. Necessary dug belling showing the lines of embankment or spoil bank edge of cutting canal or borrow area will have to be done by the contractor which has been included in the rates of excavation.

14. No payment will be admissible for Cross or Bundh or bailing out if not specifically mentioned in the work-order.

Any additional expenditure incurred due to delay in completion of the work by the contractor in silt clearance, re-excavation of channel or breach closing will be charged to the contractor. The contractor shall not be entitled to any compensation due to loss of labour or materials due to breach bundh or closure work.

15. Payment of Royalty or cost in purchasing earth is included in rate "Earthwork Canals and Embankment".

16. The rate of earth works to be executed between 1<sup>st</sup> October and 30<sup>th</sup> June, extra rate will be payable only for earth work when done between 1<sup>st</sup> July and 15<sup>th</sup> September irrespective of date of work order. But no extra payment will be made if the contractor drag the pre July work to September.

17. BAILING OUT:

The measurement for quantity of water bailed out will be allowed only once on the basis of depth between the surface level of water and average bed level. No extra quantity is admissible for subsoil percolation or rain water.

18. SALBULLAH PILLING:

Sal piles should be strong straight and free from knots, holes and cracks. No joins in Sal piles will be admissible except written permission from the Engineer-in-Charge extra length required for lapping will not be paid for. The diameter of Sal piles will be measured  $\frac{1}{3}$ <sup>rd</sup> length from the thicker end.

19. DRIVING PILE:

The driving of Sal piles will be done either in river bank or in the bed of the river under the tidal condition or ground in kind of soil mixed with sand. The piles will have to be driven vertically along

the alignment of piling in straight line upto required depth. The extra height of projected piles shall have to be sawn to bring the top of piles to the same level. The piles will be driven after cutting a trench upto subsoil level. The length of driven shall be measured from the bottom level of the trench or the bed level, of the river as the case may be. The rate is inclusive of shaping of toe, protection to top end and hire of necessary driving appliances and tools boat and pan tom and pile shoe will be used if the driving be possible to required depth without the shoe and the decisions of the Engineer-in-Charge is final.

20. DRIVING MILE STEEL SHEET PILES:

The driving of M.S. sheet piles will be done either in river bank or in the bed of the river in tidal condition or on ground or in all kinds of soil mixed with sand. The piles will have to driven true to plumb along the alignment in straight line upto required depth. The extra heights or projected piles will have to be sawn to bring the top of piles to desired level. The depth of driving shall be measured from the bottom level of the river as the case may be. The measurement in the area shall be the average depth of driving as mentioned above multiplied by the horizontal straight (not curved), distance measured longitudinally along row of sheet piles. No addition for junction, corner, tape piles and alutch bars etc. will be made. The rate is inclusive of cutting two sizes, making necessary arrangements for hoisting in position, drilling holes, hire charges of all mechanical equipments including carriage of sheet piles from the departmental godown to site of work. The pile will have to be taken out and re-driven by the contractor at his own cost if not driven to designed depth or to plumb or to straight alignment.

21. SUPPLY OF BAMBOO:

The bamboo shall be thick semi solid variety, nature as straight as possible. The dia. shall not be less than 5cm. The diameter will be measured at half length.

22. BAMBOO PLING WORK:

Driving shall be done reasonable true to plumb to required depth by hammer, mallet or monkeys as necessary under stagnant or flowing stream. All bamboos, split or damaged during shall be replaced at contractor's cost. The runners, ties or struts shall be fixed by 16 S.W.G wire or coir ropes at every joint and nailed at every 2 metre.

23. TRANSPORT OF MATERIALS:

No allowance shall be made for wastage of materials in transit and in rest, taking at different places except when such loss is due to special circumstances which in the opinion in the Engineer-in-Charge are beyond the control of the contractor.

The quantities in which carriage item shall be paid will be the net quantities after due allowance for voids / shrinkage as stipulated.

Payment for carriage shall be made on the basis of cheapest (not necessarily the shortest) of the possible alternative routes, as decided by the Engineer-in-Charge irrespectively of the routes actually followed. The rate of carriage by truck or boat is inclusive of Toll charge, Ferry charges and unloading and loading at intermediate point.

24. SUPPLY OF BRICKS AND BRICK MATERIALS:

No brick or bricks materials will be accepted if manufactured below Hoogly point along Hoogly. All brick should be kiln brunt.

25. WATER:

Water to be used in construction and curing should be clean and sweet (not saline).

26. WOOD WORK:

The rate shall include sawing sizing, planing, framing jointing, fitting and fixing in position with the requisite fixture like bolts, nuts, complete with all labour and materials necessary. All work shall be paid for by net measurement. No allowance being made for wastage or for dementions supplied beyond those specified. No allowance being made for wastage or for dimensions supplied beyond those specified. No timber shall be painted, tarred or oiled without the permission of Engineer-in-Charge.

27. PAINTING:

Ready mixed paint of approved make and brand e.g. Jhilmil brand of Jenson & Nickolson, Wood code of other manufacturers brought to site in original container with the manufacturer seal intact only with be used without dilution with linseed oil or similar materials.

28. BRICK BALLEST FILTER:

Brick Ballast to be used in Filter on the slope of the embankment or river bank shall be well graded. The supply will be laid uniformly over finely dressed subgrade, 1/13<sup>th</sup> voids will be deducted from gross measurement of stack.

29. The specification of all other items of work and supply of materials shall comply to printed specification of I. & W.D. and any material not covered there shall comply with (P.W.D.) and the Indian Standard specification of I. & W.D. and any material not covered there shall comply with (P.W.D) and Indian Standard specification and

any work not covered there shall be carried out as per best practice adapted in this country according to the direction and satisfaction of the Engineer-in-Charge.

30. Drinking Water, general sanitation etc. will also have to be arranged for by the contractor of his staff and labours to the requirement of the Public Health Dept. if the contractor fails to undertake this responsibility and it becomes necessary for the Engineer-in-Charge to arrange for the same in the interest of the health of the labour, this may be done by the Engineer-in-Charge for which the cost will be recovered from the contractor's bill.
31. For canal excavation / construction of embankment there would be no bar to the working hours or days but this should be fixed before hand. In any case, however, this has to be recorded in the instruction book by the contractor and got attested by the Engineer-in-Charge or his representatives. Changes in working time, lighting arrangement if necessary will have to be arranged by the contractor by his own cost.
32. As the sundarban area is noted for scarcity or poverty, it is desirable that the contractors should employ as much local labours as available. This however, would not mean relaxation of any terms and conditions of contract.
33. Contractor will remain responsible for his labour in respect of his liabilities under the workmens compensation Act. Etc. He must deal with such cases as promptly as possible so that labour trouble may not take place. If death of any labour happens when he remains on duty or any labour becomes invalid due to major injury when he remains on duty the contractor in such cases will be liable to compensate as per rules immediately to settle up the matter.

The contractor should also keep ready requisite First-aid-medicine at his own cost so that First-aid may be given to wounded labour if any before removing him to the nearest hospital.

34. The canal/channel will have to be excavated at per design section. Canal banks of spoil bank will have to be made as per design profile instructions of Engineer-in-Charge. Profiles will have to be provided by the contractor at his cost at every 30 metre.
35. Canal/Channel bed, side berms as well as side slopes and crest of canals bank or spoil bank have to be properly made. Contractors are requested to note specially that the slopes are to be maintained in the canal. Berms, crest of embankment etc. as per standard designed and as per direction by the Engineer-in-Charge.

No extra payment for any classification of soil will be entertained at the rate includes excavation in all kinds of soil, excavation is to be done through sandy, silt and clayey soil etc. only, as appears from investigation/as found on excavation in project areas.

36. The contractor will have to arrange daily mazdoors for taking pre-work and post-work section and no separate payment will be made to the contractor for the same.

NOTE: (1) Submission of credentials is obligatory whether the application are enlisted are not enlisted contractor in any department in any work, if the lowest rates offered by different contractors / Firms happens to be identical, this office may select only one lowest tenderer for the entire job taking into consideration various pertinent factors.

- (2) Application for the tender forms should be accompanied by Attested / Xerox / Photostat copy of requisite credential prior to Original credentials must be produced for verification of the Technical Evaluation of bid. If required the original credentials may be retained in this office upto 7(seven) days.
- (3) Original S.T. & I.T. clearance certificates will have to be required.
- (4) Payment certificates or recent credentials for 2-3 years will carry maximum weightage.
- (5) The applicants are desired to put their choice at least for 4 (four) works (i.e. 5 Nos. Serials) if the N.I.T. in order of preference in there application, so that, the subsequent choice may be considered, if the prayer for Serial No. of his first choice is not entertained.
- (6) Preference will be given to those tenderers who have satisfactory experience in works under Sundarban Development Project Circle.
- (7) No N.S.C.S. & KVP will be accepted as earnest money along with tender. Only bank draft payable at Kolkata, drawn in favour of the "Executive Engineer, Civil Engineer Division No. -III" . Sundarban Dev. Board, Mayukh, Salt Lake City, Kolkata-91 will be accepted as earnest money and must be attached with the tender paper.

Executive Engineer  
Civil Engineer Division No.-III  
Bidhan Nagar Poura Bhavan(5th floor)  
Salt Lake City,Kolkata-106.

Validate

Print

Help

**Percentage BoQ**

Tender Inviting Authority: WBSDB/EE/CED-III

Name of Work: Construction of Concrete Road from house of Sashanka Halder to house of Krishnapada Mondal in G.P. Dulduli, Block- Hingalgunj under Nazat Sub-Division of CED-III,SDB.Total length(Ch. 0.00m to 2200.00m) = 2200.00m.(CORE PLAN) (2nd call)

Contract No: WBSDB/EE/CED-III/NIT-26(e)/2017-18/15

| Name of the Bidder  |  |          |        |                         |                                     |   |
|---|--|----------|--------|-------------------------|-------------------------------------|---|
| PRICE SCHEDULE  |  |          |        |                         |                                     |   |
| (This BOQ template must not be modified/replaced by the bidder and the same should be updated after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) |  |          |        |                         |                                     |   |
| NUM   | TEXT #   | NUMBER   | TEXT # | NUMBER                  | NUMBER #                            | TEXT #  |
| Sl. No.   | Item Description   | Quantity | Units  | Estimated Rate in Rs. P | TOTAL AMOUNT Without Taxes in Rs. P | TOTAL AMOUNT In Words   |
| 1   | 2  | 4        | 5      | 6                       | 53                                  | 55  |
| 1   | Labour for taking out old brick on end (25m) edging including removing debris to flank or berm, shorting out serviceable materials and stacking within a lead of 30m.  | 660.00   | %m     | 219.00                  | 1445.00                             | INR One Thousand Four Hundred & Forty Five Only                     |
| 2   | Labour for taking out single brick soling on edge of Herring Bone Bond including removing debris to flank of beam, sorting of serviceable materials of stacking with in lead of 30 metre.<br>(a) dry brick   | 814.00   | %m2    | 1445.00                 | 11762.00                            | INR Eleven Thousand Seven Hundred & Sixty Two Only                  |
| 3   | Labour for taking out old soling on including removing debris to flank or berm,sorting out serviceable materials & stacking within a lead of 30m and stacking<br>(a) Single brick flat soaling   | 814.00   | %m2    | 834.00                  | 6789.00                             | INR Six Thousand Seven Hundred & Eighty Nine Only                   |
| 4   | Brick edging with picked jhama bricks laid true to line and level including cutting necessary trench in soil or hard metalled surface,laying the bricks and repacking the trench on both sides and ramming complete.<br>B) on end edging.  | 2332.00  | m      | 81.10                   | 189125.00                           | INR One Lakh Eighty Nine Thousand One Hundred & Twenty Five Only    |
| 4.1   | Extra over item no. 4 as the work is within riverine area of Sundarban surrounded by the Bay of Bengal or the rivers like Hooghly, Muriganga, Saptamukhi, Thakuran, Matla, Raimangal, Kalindi etc @ 10%  | 2332.00  | m      | 8.11                    | 18913.00                            | INR Eighteen Thousand Nine Hundred & Thirteen Only                  |
| 5   | Labour for laying brick edging (7.5cm wide) with old or new departmental bricks laid true to line and level including carriage of bricks within a lead of 30 metres, cutting necessary trench in soil or hard metalled surfaces, laying the bricks and repacking the trench on both sides and ramming complete.<br>(b) on end edging   | 528.00   | %m     | 1809.00                 | 9552.00                             | INR Nine Thousand Five Hundred & Fifty Two Only                     |
| 6   | Brick soling /pavement with 1st class picked jhama bricks including preparation of bed as necessary with the bricks joints property filled in and picked with local sand or powdered earth and including necessary cushion of similar materials below the soling and in between layers ...d) soling with one brick on edge laid in herring bone bond pattern over a layer of flat brick(200mm thick) | 1261.00  | m2     | 897.20                  | 1131369.00                          | INR Eleven Lakh Thirty One Thousand Three Hundred & Sixty Nine Only |
| 6.1   | Extra over item no. 6 as the work is within riverine area of Sundarban surrounded by the Bay of Bengal or the rivers like Hooghly, Muriganga, Saptamukhi, Thakuran, Matla, Raimangal, Kalindi etc @ 10%  | 1261.00  | m2     | 89.72                   | 113137.00                           | INR One Lakh Thirteen Thousand One Hundred & Thirty Seven Only      |
| 7   | Labour for laying soling with old or new departmental bricks including carriage within a lead of 30 meters, preparation of bed as necessary, filling joints with local sand or powdered earth and necessary cushion of similar materials below the soling and in between layers.<br>(d) soling with one brick on edge laid in herring bone bond pattern over a layer of flat brick(20 cm thick.)     | 488.00   | m2     | 38.75                   | 18910.00                            | INR Eighteen Thousand Nine Hundred & Ten Only                       |
| 8   | Earthwork from borrow pits for making embankments or roads for repair to embankment within an initial lead of 30 m and an initial lift of 1.5m including breaking clods and depositing the same in layers not exceeding 25 cms layers and rough dressing etc. complete as per profile.<br>b) Where land for earth owned/arranged by the contractor.  | 6596.00  | m3     | 54.40                   | 358822.00                           | INR Three Lakh Fifty Eight Thousand Eight Hundred & Twenty Two Only |
| 9   | Extra rate for earth work as item No8 for each additional lead of 15m part there of beyond the initial lead of 30m up to 90m.  | 1319.00  | m3     | 4.50                    | 5936.00                             | INR Five Thousand Nine Hundred & Thirty Six Only                    |
| 10  | Extra rate for earth work as item No8 for each additional lift of 1.00 M part thereof beyond the initial lift of 1.5 M   | 1319.00  | m3     | 3.38                    | 4458.00                             | INR Four Thousand Four Hundred & Fifty Eight Only                   |

|      |   |         |      |         |            |  |
|------|---|---------|------|---------|------------|--|
| 11   | Earthwork for making embankments or for repairs to embankment, breaches etc. including supply and carriage of earth by trucks or carts or by other conveyance over land including loading, transporting & unloading all lifts bothways and head load where necessary complete within a total lead of:-<br>(a) Between 1Km. and 2Km.<br>( land from where earth is to be collected shall be arrange by the contractor at his own cost.)  | 733.00  | m3   | 177.00  | 129741.00  | INR One Lakh Twenty Nine Thousand Seven Hundred & Forty One Only   |
| 12   | Supplying,dressing and stacking at site bamboo pins above 5cm diameter and upto 7.50cm diameter (Dia to be measured at mid length)  | 9820.00 | m    | 20.10   | 197382.00  | INR One Lakh Ninety Seven Thousand Three Hundred & Eighty Two Only |
| 12.1 | Extra over item no. 12 as the work is within riverine area of Sundarban surrounded by the Bay of Bengal or the rivers like Hooghly, Muriganga, Saptamukhi, Thakuran, Matla, Raimangal, Kalindi etc @ 10%  | 9820.00 | m    | 2.01    | 19738.00   | INR Nineteen Thousand Seven Hundred & Thirty Eight Only            |
| 13   | Driving bamboo pins(where boats are not necessary)  | 6471.00 | %m   | 232.00  | 15013.00   | INR Fifteen Thousand & Thirteen Only                               |
| 14   | Supplying,fitting & fixing with iron nails half split bamboo walling pieces(av dia of bamboo not less than 50.0 mm)   | 1485.00 | %m   | 1255.00 | 18637.00   | INR Eighteen Thousand Six Hundred & Thirty Seven Only              |
| 14.1 | Extra over item no. 14 as the work is within riverine area of Sundarban surrounded by the Bay of Bengal or the rivers like Hooghly, Muriganga, Saptamukhi, Thakuran, Matla, Raimangal, Kalindi etc @ 10%  | 1485.00 | %m   | 125.50  | 1864.00    | INR One Thousand Eight Hundred & Sixty Four Only                   |
| 15   | Supply of materials including loading, unloading, carriage and stacking at site.<br>(b) Empty cement polythene bags in good condition.  | 8100.00 | %nos | 500.00  | 40500.00   | INR Forty Thousand Five Hundred Only                               |
| 16   | Labour charge for filling empty cement gunny or polythene bags with all kinds of earth(wet or dry) including cost of earth and sewing (as done in case of cement bags, tying with a knot after filling will not be accepted) and stcking within a lead of 30 m  | 8100.00 | each | 4.86    | 39366.00   | INR Thirty Nine Thousand Three Hundred & Sixty Six Only            |
| 17   | Dumping in position earth filled gunny or polythine bags with lead of 30 metre with all lifts   | 8100.00 | each | 1.20    | 9720.00    | INR Nine Thousand Seven Hundred & Twenty Only                      |
| 18   | Ordinary form work for RCC band, bearing block, coping, slab, piers etc. including props (25mm thick wooden shuttering depth of concrete upto 150mm.)   | 889.00  | m2   | 138.00  | 122682.00  | INR One Lakh Twenty Two Thousand Six Hundred & Eighty Two Only     |
| 19   | Providing and laying nominal mix Cement concrete of grade M-20(with mix proportion 1:1.5:3) with 19 mm.down well graded stone aggregate of Pakur or other approved variety and sand including Screening and cleaning of aggregates, if necessary, compacting by vibrator or other suitable means,finishing and curing, including carriage of all materials to site but excluding the cost of staging, shuttering and and reinforcement if any.  | 1111.00 | m3   | 6700.00 | 7443700.00 | INR Seventy Four Lakh Forty Three Thousand Seven Hundred Only      |
| 19.1 | Extra over item no. 19 as the work is within riverine area of Sundarban surrounded by the Bay of Bengal or the rivers like Hooghly, Muriganga, Saptamukhi, Thakuran, Matla, Raimangal, Kalindi etc @ 5%   | 1111.00 | m3   | 201.00  | 223311.00  | INR Two Lakh Twenty Three Thousand Three Hundred & Eleven Only     |
| 20   | Providing expansion joints with asphalt, sand and saw dust  | 547.50  | m    | 60.00   | 32850.00   | INR Thirty Two Thousand Eight Hundred & Fifty Only                 |
| 21   | Supply of materials including loading, unloading, carriage and stacking at site complete.<br>Spun Pipe and collars (I class NP2)<br>i) 300mm dia. Pipe.   | 30.000  | m    | 642.00  | 19260.00   | INR Nineteen Thousand Two Hundred & Sixty Only                     |
| 22   | ii) Coolar for 300mm dia. Pipe.   | 8.00    | each | 178.00  | 1424.00    | INR One Thousand Four Hundred & Twenty Four Only                   |
| 23   | R.C.C. Sign Board having size 450 mm. x 800 mm. & 50 mm. thick made by reinforced mesh (12 S W G Wire)of 25 mm.x25 mm. size cutting to requisite length placing in proper position & cement concrete mix. 1:2:4 with 20 mm. down well graded stone-chips (Pakur / Chandil variety) fixing on 2 Nos. R.C.C. Post having size – 100 mm. x 100 mm. & 1800 mm. of length cement concrete mix. 1:2:4 with 20 mm. down well graded stone-chips (Pakur/Chandil variety)including Nut, Bolt, Washer etc. (Bolt size-10 mm. to 16 mm. ø & length above 150 mm. and Nut size–25 mm. Shank) & painting (2 coats) over the primer (1 coat) with best quality synthetic enamel primer & paint of approved name & brand, writing & painting block letters or digits of size–20 mm. to 25 mm. in Black-Japan or any approved paint on the Sign Boa-rd & Post including shuttering & curing of cement con-crete & supply & carriage of all materials (cost of all materials and required machineries to be borne by the contractor / agency) etc. to work-site and fixing & fitting in proper position & place & complete it in all respect as per the direction of the Engineer-in-Charge. | 1.00    | Each | 2120.00 | 2120.00    | INR Two Thousand One Hundred & Twenty Only                         |

|                        |                      |               |  |                    |   |
|------------------------|----------------------|---------------|--|--------------------|---|
| Total in Figures       |                      |               |  | <b>10187526.00</b> | INR One Crore One Lakh Eighty Seven Thousand Five Hundred & Twenty Six Only |
| Quoted Rate in Figures |                      | <b>Select</b> |  | <b>0.00</b>        | INR Zero Only   |
| Quoted Rate in Words   | <b>INR Zero Only</b> |               |  |                    |   |