



## OFFICE OF THE HALDIA MUNICIPALITY

(A Local body under Government of West Bengal)

City Centre, P.O. Debhog, Haldia-721657, Dist: Purba Medinipur

Ph.: (03224) 255420, Fax-252603, e-mail : hald\_muni@yahoo.com Web.: www.haldiamunicipality.org ,

### Notice Inviting e-Tender

#### Notice Inviting e-Tender No.: **WBMAD/ULB/HM/5060/NIT-121**

**Memo. No.: 5060/HM/2017**

**Dated: 18.09.17.**

1. On behalf of the Board of Councillors, the Chairman, Haldia Municipality, invites e-Tender (electronic tender) from eligible resourceful & bonafide contractors as per the enclosed list of works (Table-1).
2. Applicants willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to <https://wbtenders.gov.in> using the option – Click here to Enroll. Possession of a Valid Class II Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the Tender submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://wbtenders.gov.in>.
3. Intending tenderer can search and download NIT and other tender documents electronically by logging on to the website <https://wbtenders.gov.in> using his Digital Signature Certificate (DSC). This is the mode of collection of tender documents electronically.
4. Intending Quotationer/ Suppliers can search and download **NI e-Q** and other Quotation documents electronically by logging on to the website <https://wbtenders.gov.in>, using his Digital Signature Certificate (DSC). This is the mode of collection of Quotation documents electronically.

For participating in the Quotation, the Quotationer shall have to pay the Earnest Money by selecting either of the following payment modes via e-procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using bidders' login ID and password

- a. **Net Banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway**
- b. **RTGS/NEFT in case of offline payment through bank account in any bank.**

on / after the date of publication of this Notice, for the amounts mentioned in the list of works under Table-1.

**Seal and Signature of the Tenderer**

## 5. Eligibility criteria for participation in tender :

- i) The prospective tenderers who are eligible to participate (Bonafide Outsider Contractors/Engineers Co.Op./Labour Co.Op. etc. etc.) should have sufficient experience & satisfactorily completed during the last 5 (Five) financial year (FY 2013-14 to FY 2016-2017) prior to the date of issue of this Notice at least single work of similar nature under the State/Central Govt. undertaking, Board/Corporation, Local Bodies or similar Govt. organization etc., having a magnitude of 40% (Forty percent) of the Estimated amount put to tender supported by completion certificate in support of the credential. Scanned copy of the Completion Certificate issued by the Concerned Executing Authority should be uploaded as Non Statutory Document through online. Payment certificate/work order/certificate stating work under progress will not be considered as credential in this respect.
- ii) Uploading of scanned copies of Pan Card, up to date Income Tax Return receipts, up to date Professional Tax receipts, valid PTPC, up to date VAT registration Certificate including VAT Return, annual turnover during last 5 Years and Bank Solvency Certificate are to be accompanied with the Technical Bid Documents as Non Statutory Documents.
- iii) Registered Unemployed Engineer's Co-Operative Societies and registered Labour Co-Operative Societies are to upload the documents apart from the documents mentioned under Cl. 6(i) Registration Certificate, Bye Laws, audited balance sheet showing up to date accounts as Non Statutory Documents.
- iv) The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum as Non Statutory Documents.
- v) All Tenderers should have to upload only their self attested copies of the requisite documents in the website for submitting their Tender.

### **The Tender Documents shall consist of the following documents:**

- i. NleT , General Specifications and mode of measurement & Special Terms & Conditions.
- ii. Form 2911.
- iii. BOQ/Price Schedule.

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

A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.

### **No mobilisation advance and secured advance will be allowed.**

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

All materials required for the proposed work shall be of specified grade in conformity with relevant code of practice (latest revision) accordingly and shall be procured and supplied by the agency at their own cost including all taxes. If required by the Engineer-in-Charge, further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.

Bid shall remain valid for a period not less than 120 (*one hundred twenty*) days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

### **Seal and Signature of the Tenderer**

## 6. Submission of Tenders

6.1 General process of submission Tenders are to be submitted online through the website, in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in Table-1. Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).

### a. Statutory Technical folder containing,

- i) Application in letter headed pad duly signed in. Letter head should contain full address, telephone no., and mobile no. & Fax, e-mail.
- ii) Online transfer of Earnest Money receipt (EMD) as prescribed in the NIT in favour of the Chairman, Haldia Municipality. The Co-operative Societies, who want to avail exemption of Earnest Money Deposit, shall have to upload necessary G.O. in this regard.
- iii) Notice Inviting Tender.
- iv) BOQ/Price Schedule.

#### Note:

- i. Only downloaded copies of the documents are to be uploaded, virus scanned and digitally signed by the contractor.
- ii. If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
- iii. Tenders will be summarily rejected if any item in the statutory cover is missing.
- iv. Necessary deduction i.e. VAT, S.T. I.T. CESS etc. will be made as per relevant Govt. order.

### b. Non-Statutory Technical cover containing,

- i. Up to date Professional Tax (PT), Clearance receipts, IT PAN Card & Income Tax Return receipts valid up to the date of opening of the tenders. Valid application for such clearance addressed to the competent authority may also be considered, if necessary.
- ii. Up to date VAT Registration Certificate and up to date and valid Return Certificate of the last quarter of the current financial year.
- iii. Registered Deed for Partnership Firm.

**Seal and Signature of the Tenderer**

- iv. Completion Certificate during the last 5(five) consecutive years [as stated in Clauses 5(i)] for one single work of similar nature worth at least 40% (Forty Percent) of the amount put to tender for the work the contractor intends to participate.
- v. For Registered Unemployed Engineers' Co-Operative Societies and Registered Labour Co-Operative Societies registration papers in support of their registration, Bye Laws, up to date audited balance sheet.
- vi. Experience Profile should be furnished as per following table.

Name of Employer	Name location & nature of work	Tender No. & Work order No	Name of E.I.C responsible for supervision of work	Estimated amount put to Tender	Contractual rate	Date of commencement of work	Schedule date of Completion	Actual date of Completion of work	Reasons of Delay in completion (if any)

**Note: Applicant may add necessary column and space, if required from his end.**

**THE ABOVE STATED NON-STATUTORY TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER.**

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

**Seal and Signature of the Tenderer**

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	VAT Registration Certificate & VAT up to date return Receipt Pan Card P Tax (Challan) Income Tax Return receipt (refer clause 6.ii) Pre Qualification Application (Form-I) Professional Tax Payment Certificate (PTPC) Annual Turnover during last 5 Years Up to date Bank Solvency Certificate.
B.	Company Detail(s)	Company Detail	Proprietorship Firm ( <i>Trade License, Running Factory License</i> ) -Structure & Org. Partnership Firm ( <i>Partnership Deed, Trade License, Running Factory License</i> ) Ltd. Company ( <i>Incorporation Certificate, Trade License, Running Factory License</i> ) Society ( <i>Society Registration Copy, Trade License, Running Factory License</i> ) Power of Attorney, Memorandum of Association and Articles of Association of the Company
C.	Credential	Credential	Similar nature of work done & completion certificate which is applicable for eligibility in this tender (as per Clause 5.i)
D.	Financial Info		Authenticated Balance Sheet & Profit & Loss A/c for the last 3 (three) years (year just preceding the current Financial Year will be considered as year – I)
E.	Man Power	Technical Personnel	List of Technical Staffs with Qualifications & Experience.

**NOTE: FAILURE OF SUBMISSION OF ANY ONE OF THE ABOVE MENTIONED DOCUMENTS WILL RENDER THE LIABLE TO REJECT.**

## 7. Financial Proposal

- i) Financial proposal should contain the following documents in one folder i.e. Bill of quantities – (BOQ) the contractor is to quote the rate (percentage above/below/at par) online and municipal tender form filled up in all respect. It may please be noted that the rate quoted in BOQ should match with the rate quoted in the tender form.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & digitally signed by the contractor.

## 8. Penalty for suppression/ distortion of facts:

If any tenderer fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Tenderer will be suspended from participating in the tenders on e-Tender platform for a period of 3 (three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Chairman, Haldia Municipality, may take appropriate legal action against such defaulting Tenderer. The authority may ask to show hard copies of all credentials, certificates, company details, partnership deeds etc.

etc. as uploaded by the Tenderer and allied papers in connection with this tender as and when necessary for verification purpose as per convenience of the authority during procession of this tender.

#### 9. Rejection of Tender:

The employer (Tender accepting authority) receives the right to accept or reject any Tender and to cancel the Tendering process and reject all Tenders at any time prior to the award of contract without there by incurring any liability to the affected Tenderers or any obligation to inform the affected Tenderers of the ground for employer's (Tender accepting authority) action.

#### 10. Date & Schedule (Table-I):

Bid shall remain valid for a period not less than 120 (*one hundred twenty*) days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

a)	Name of the work :	Repairing work of Bituminous road from Kadamtala to HREL Colony via Begam Rokeya under Ward No.- 20 & 24 within Haldia Municipality (Ph - 4), Ward No. - 24 (Pitambarchak More to HREL Colony).
b)	Eligibility of Contractor :	Govt. bonafide contractor or outsiders or reputed firm having an experience of similar nature of work; value of work at least 40% of the estimated amount within last 3(Three) financial years (FY 2013-14 to FY 2015-2016) in a single work and also should possess valid PAN card, VAT/Sales Tax, Professional Tax Clearance Certificate and Valid trade license, PTPC. MOU/Joint Venture/sub contract in any form will not be allowed or provided in this contract. (refer clause 6-i)
c)	Name & Address of the Engineer-In-Charge:	Assist- Engineer, Haldia Municipality.
d)	Estimated value of the work put to tender :	Rs. 41,75,003.00
e)	Cost Price of Tender documents :	Rs. Nil
f)	Earnest Money (On Line):	Earnest Money Deposit i.e. 2% of the Estimated amount put to tender shall have to be deposited after acceptance of Bid Proposal in the same manner as initial Earnest Money deposit.  <b>Rs. 83,500/-</b> as an initial Earnest Money Deposit shall accompany with Bid Proposal via e-procurement

		<p>portal of the Government of West Bengal <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a> using bidders' login ID and password by selecting either of the following payment modes:</p> <ol style="list-style-type: none"> <li>1) Net Banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway</li> <li>2) RTGS/NEFT in case of offline payment through bank account in any bank.</li> </ol> <p><b><u>Note:- The Earnest Money, as specified in this NleB shall be paid by online internet bank transfer or NEFT or RTGS (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Deptt., Govt. Of West Bengal). Every such Transfer shall be done on or after the date of publish of NleB. Any Bid without such Transfer of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as Statutory document.</u></b></p>
g)	Time of completion:	6 (Six) Months from the date of issue of Work Order.
<b><u>Date and Time Schedule as follows :</u></b>		
i.	Date of uploading of NIT, and Tender Documents online (Publishing Date)	22/09/2017 at 12.00 HRS.
ii	Document downloaded / sale start date (on line)	22/09/2017 at 13.00 HRS.
iii	Tender Submission start date (on line)	22/09/2017 from 14.00 HRS.
iv.	Tender submission closing date (on line)	15/10/2017 up to 17.00 HRS.
v.	Last Date of submission of the hard copies of the Technical document with Earnest Money (Scan Copy) to be submitted (Offline) in the office of the Haldia Municipality at Haldia.	16/10/2017 up to 16.00 HRS.
vi.	Tender opening date for Technical proposals (on line)	18/10/2017 at 12 HRS.
vii.	Date of uploading list for Technically Qualified Tenderer (on line)	To be notified later.
viii.	Date and place for opening of Financial proposals (on line)	To be notified during uploading of Technical Evaluation Sheet of Tenderers.
ix.	Date of uploading of list of Tenderers along with the offer rates through on line.	To be notified later.
x.	Also if necessary for further negotiation through offline for final rate	To be notified later.

## 11. IMPORTANT TERMS & CONDITIONS

**A)** The detail NIT, documents and other relevant particulars may be seen by the intending quotationers during office hours within the date mentioned above in the office of the Councillors, Haldia Municipality.

**B)** The materials related to the work are to be supplied in accordance with the specification of the B.O.Q. of the Haldia Municipality by the tenderer Deduction @ 10% of the Gross amount of the bill will be made as security deduction against work done value and the same will be returned to the agency after 3 (three) years from the date of actual work done subject to fulfillment of the conditions applied. However the security deposit of the contractor held with the municipality under the provision of Clause 1 of Form No. 2911/2911(i)/ 2911(iii) should be treated amended as per memo no.- 177-CRC/2M-57/2008 dt.- 12.07.12 of Public Works Department as follows:

(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 the security deposit shall be refunded to the contractor of expiry of two years.

(iii) The balance 40% of the S.D. shall be refunded to the contractor on expiry of three years. Work order shall be issued by the Chairman, Haldia Municipality; payment will be made by him.

**C)** If the agency fails to do the work as per the agreement with the Municipal penal action in the form of forfeiture of earnest money and or security deposit money, as decided by the authority will be imposed on the agency and the decision of the authority will be conclusive and binding. In this respect the Chairman, Haldia Municipality shall be empowered to invoke the Earnest Money deposited in favour of him.

**No Price escalation, in any form, within the contract period will be entertained.**

**D)** If any work executed by the agency with under specification the same will have to be replaced as per the specified specification by the agency at their own cost without any claim within 7 (seven) days (or as suggested by the authority) in case of failure to do so the authority shall have the right to recover the whole damage amount from the contractor. In this regard the claim will be ascertained by a complete State Government authority as per the decision of Municipality.

**E)** The rate quoted should be inclusive of all cost of transportation, loading, unloading, stacking at site within any municipal area of the State of West Bengal, and all Taxes, Vat, etc. what so ever.

**F)** Deduction viz (i) ST (ii) IT or any other taxes due as per rules, will also be deducted from the bill of the agency.

**Seal and Signature of the Tenderer**



Successful agency shall have to make an agreement (in two copies) with the Haldia Municipality, in the prescribed pro-forma by depositing @ Rs. 1000/- (Rupees one thousand only.) for cost of each tender form in cash stating that the agency is agreeable to supply the Pipe materials as and when require (as per the rates quoted and terms and conditions laid down in the quotation papers) to the Municipality with in the Municipal/Adjoining areas (as the case may be).

1. Regarding tender for Technical & Financial the decision of Superintending Engineer, South Circle of Municipal Engineering Directorate/Executive Engineer of East Midnapur Division, M.E. Dte. shall be final & binding on the applicants in this regard.
2. The authority reserves the right to accept or reject any of all offers without assigning any reason.
3. A declaration in the form of Affidavit in a non-judicial stamp paper should be submitted stating clearly that the applicant is not burred/delisted/ blacklisted by any Govt. Deptt./ Govt. undertaking/ Statutory Body/ Corporation and of the like Govt. Bodies in execution of the similar nature of works during last five years and in any such incident is found at any point of time, the tender will be cancel summarily without assigning any reason on what so ever. Bidders are hereby requested to upload the above declaration as Technical document.
4. One single credential application can be done for one group only.
5. The price offered should remain valid within a period of one year from the date of agreement (i.e. one year) and no escalation of price shall be allowed in any event.
6. The quoted offer rate in Tender must be valid for one year from the date of agreement. The Tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful Tenderers; acceptance of such request during actual offer is optional to the offerers.
7. Time being essence of execution, execution must be completed within stipulated time as to be given in the work order.
8. If any part or whole execution is found defective after execution of the same are to be rectified at free of cost within seven days.

**12. Special Terms & Condition, Specification and mode of measurement enclosed with this NIeT.**

**NOTE:**

1. In case of Bundh/strike/holiday etc. falls on the schedule dates as mentioned above, the same will be treated next working day of the fixed dates and time as scheduled above only for Sl. No. h) (v) to (x) of Table-1.

**Seal and Signature of the Tenderer**

2. Scrutiny of technical proposal and recommendation thereafter and processing of Comparative Statement for acceptance etc. will be made by Municipal Engineering Directorate, Government of West Bengal, under the Department of Municipal Affairs. Comparative Statement may be forwarded to the appropriate authority depending on the value of the work as applicable as per existing norms and guideline of similar nature of works like under IHSDP/UIDSSMT programme.

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

- |                         |                         |   |
|-------------------------|-------------------------|---|
| 1) <b>Form No. 2906</b> | 2) <b>N.I.T.</b>        | 3) <b>Special Terms &amp; Condition</b> |
| 4) <b>Technical Bid</b> | 5) <b>Financial Bid</b> |   |

**14 ) Qualification Criteria:**

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

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

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false in such cases the eligibility of the bidder /tenderer will be rejected at any stage without any prejudice.

**Chairman,  
Haldia Municipality**

**Memo No.** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Copy Forwarded for information and for favour of wide circulation to:**

1. The Joint Secretary, Urban Development & Municipal Affairs Dept., Govt. of W.B, Poura Prashasan Bhaban, DD-1, Sector-I, Saltlake, Kol-700064.
2. The Chief Engineer, M.E.Dte., Bikash Bhawan, Saltlake, Kol-106.
3. The Supdt. Engineer, (South Circle), M.E.Dte., Khragpur.
4. The District Magistrate, Purba Medinipur, Tamluk.
5. The Executive Engineer, M.E.Dte. (East Medinipur Division), Tamluk.
6. The Executive Officer, Haldia Municipality.
7. The Finance officer, Haldia Municipality
8. The Assistant Engineer, Haldia Municipality.
9. The Accountant, Haldia Municipality.
10. The Office Notice Board, Haldia Municipality for wide circulation.
11. The Guard File.

**Chairman,  
Haldia Municipality**

**Seal and Signature of the Tenderer**

## GUARANTEE

The successful tenderer shall guarantee for successful execution of the entire quantity of the supply order for a period of 12 months from the date of laying or 18 month from the date of supply which ever is earlier.

If any defect is detected during the guarantee period, the successful tenderer shall attend the defect forthwith and rectify the defect free of cost to the Purchaser.

If frequent defects develop in any pipe within the guarantee period, the successful tenderer shall replace the defective item at his own cost, including the cost of transportation. The replaced item shall be free from defects and shall meet the Purchaser's satisfaction.

## DELIVERY PERIOD

Time being essence of contract, supply must be completed within stipulated time as to be given in the supply order failing which liquidated **damage shall be applicable @1% per week** on the balance amount of pending quantity.

If the lowest tenderer is unable to supply the material in time then the second lowest tenderer will be requested to supply the said materials at lowest rate obtained in the tender. Decision of the Authority shall be final and binding in this regard. In case of materials under Excise Duty Exempted category the delivery period shall be applicable from the date of receipt of Excise Duty Exemption Certificate (as per Central Excise Notification no **12/2012 dt. 17/03/2012**) from the Purchaser. Extension of time for supply of pipes beyond 60 days from the last date of time allowed to complete the same may not be granted and the order for remaining quantity after expiry of extended period is liable to be cancelled. In the event of non-completion of supply within the stipulated period as above will be considered as negative credential for the tenderer and may be debarred from participating in future tenders in this Corporation for a period of 2 years.

## TECHNICAL DOCUMENTS

# Experience profile [Form No-IV] Section B.

## Financial Proposal:-

**The rate will be quoted in the B.O.Q.** Quoted rate will be encrypted in the B.O.Q. under Financial Bid. Downloaded properly and upload digitally signed.

## Tender Evaluation Committee (TEC)

Evaluation Committee constituted by the Competent **Authority of Haldia Municipality** will function as Evaluation Committee for selection of Technically Qualified Contractors.

### Opening & evaluation of tender:

If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

### Opening of Technical Proposal:

Technical proposals will be opened by the Concerned Tender Inviting Authority or his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

Intending Tenderers may remain present if they so desire.

### Seal and Signature of the Tenderer

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

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

Summary list of technically qualified tenderers will be uploaded online.

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

During evaluation the committee may summon of the tenderers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

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

#### **Award of Contract:**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance. The notification of award will constitute the formation of the Contract. The Agreement in **Form No. 2906** will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents downloading from the website stated in Sl. No. 1 of N.I.T. within time limit to be set in the letter of acceptance.

**Seal and Signature of the Tenderer**

**SECTION – B****FORM – I****PRE-QUALIFICATION APPLICATION**

To  
The Chairman, Haldia Municipality  
Dr. B.R. Ambedkar Bhawan,  
City Centre, P.O. Debhog,  
Haldia, Dist: Purba Medinipur  
PIN-721657

Ref. : Tender for \_\_\_\_\_

(Name of work) \_\_\_\_\_

**e-N.I.T. No. : WBMAD/ULB/HM/5060/NIT-121**

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.T. documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of \_\_\_\_\_ in the capacity \_\_\_\_\_ duly authorized to submit the order.

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

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

We understand that:

- 1) Tender Inviting & Accepting Authority can amend the scope & value of the contract bid under this project.
- 2) Tender Inviting & Accepting Authority reserve the right to accept full or part of the tender or reject any/or all tender(s) and/or negotiate by way of revised and/or improved offer from all the tenderers for the concerned job. Also the Authority of Haldia Municipality. reserves the right to withdraw full or part of the tender without assigning any reason whatsoever.

**Enclosure(s) : e-Filling -**

- 1) Statutory Documents.
- 2) Non Statutory Documents.

**Date :** \_\_\_\_\_

***Seal and Signature of the Tenderer***

SECTION – B

Self Declaration by the Bidder

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

2) The under-signed also hereby certifies that neither our firm M/S \_\_\_\_\_ nor any of constituent partner had been debarred to participate in any tender by any Govt. Organization / Undertaking during the last 5 (five) years prior to the date of this N.I.T.

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

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

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

6) We hereby declare that we agree to the terms and condition laid down in the NIT document & form 2906 document as published in the NIT no : **WBMAD/ULB/HM/5060/NIT-121**. This agreement over rides any remarks/observation/ submission made anywhere else in our submitted bid

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date : \_\_\_\_\_

***Seal and Signature of the Tenderer***

SECTION – B

FORM – II

STRUCTURE AND ORGANISATION

1) Name of Applicant : \_\_\_\_\_

2) Office Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. : \_\_\_\_\_

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

3) Name and Address of Bankers : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4) Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Biodata : \_\_\_\_\_

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

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

Chairman,  
Haldia Municipality.

# Haldia Municipality

D.R. B.R. AMBEDKAR BHAWAN, CITY CENTRE, P.O.- DEBHOG, DIST.- PURBA MEDINIPUR  
PIN – 721657

## Detailed Tender Notice

1. The intending tenderness must declare if there is any other firm or firms having common or identical interest with them. If any tenderer conceals and fails to declare the fact, his tender will be terminated at any time (without showing any reason thereof) as soon as the fact comes to the notice of the authority and earnest money or S/D lying at his credit against the tender concerned will be forfeited to the authority and he will not be entitled to get any compensation whatsoever.
2. The successful tenderer on receipt of intimation of acceptance of tender shall submit formal tender within ten days of the receipt of the intimation of acceptance. Failing to comply the same within the stipulated time, the contractor shall render his contract liable to terminate with the forfeiture of the earnest money deposited with the tender.
3. The time allowed for the completion of the work will be considered from the date of issue of work order.
4. Except otherwise mentioned, the contractor should quote the percentage above/at per less than the estimated amount attached in figures as well as in words. The rates of each item of work are detailed in the enclosed schedule of work to be done.
5. All corrections in the tender should be signed and dated by the contractors before submission on tenders. Each page of the Authority's contract form, schedule of items of work, notice inviting tender. General condition and specifications and detailed specifications must be signed and dated by the contractors. All writing should be done in ink.
6. No tender form will be issued on the date fixed for the opening of the tender.
7. Earnest money as per Clause 1 above must be deposited in the form of the Bank Draft or Bankers Cheque drawn in favour of Chairman, Haldia Municipality payable at Haldia and the document thereof must accompany each tender without which tenders will not be considered at all.
8. The earnest money of the successful tender will be converted as part of the security money and an additional security shall be deducted from each of the progressive bills so that the total deduction together with the security already taken, shall constitute 10% of the total value of work as actually done.
9. The acceptance of the tender will rest with Accepting Authority of Haldia Municipality, who does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all the tenders received without assignment of any reason thereof or distribute works between one or more than one contractor.
10. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. Up-to-date Income Tax and Sales tax Clearance Certificate will also have to be produced while purchasing Tenders which no tender will be sold to any one.
12. The intending tenders may note that an amount equal to 1% of the contract amount will be deducted from the RA bill / final bill on account of "the building and other construction work (regulation of employment and condition of service) Act, 1996" and "The building and other construction work welfare cess Act, 1996" apart from other statutory deduction like IT, ST, VAT, PF, Service Tax etc. will be applicable from bills / payment due.
13. Tenders which do not fulfill any of the above conditions or are incomplete in any respect are liable to rejection.
14. In the event of the tender being submitted by a firm it must be signed by each member thereof or in the event of absence of any partners, it must be signed by a person holding a power of Attorney authorizing him to do so. Such power of Attorney should be produced with the tender.
15. The tender shall be addressed to the Chairman/Authorised officer, Haldia Municipality. Name of the work should be clearly superscribed on the sealed envelope.



# **Haldia Municipality**

## **GENERAL CONDITIONS & SPECIFICATIONS**

### **1. SCOPE OF WORK :**

All works are to be carried out according to the terms and conditions given in the Notice inviting Tender and General conditions and Specifications for the work (as noted herein).

### **2. INSPECTION OF SITE :**

Before submission of tenders, the contractors shall inspect the sites of works get themselves thoroughly acquainted with the local conditions and difficulties under the work will have to be carried out. They should consider among others the nature of soil, climatic condition of the locality, depth of water in the area of work, condition of existing kutchra and pucca roads, transport difficulties, non existence of roads in many places etc. Extra cost involved due to above factors shall have to be borne by the tenderers and should, thereof be included in the rates to be quoted by them for the different items of works.

### **3. MATERIALS, LABOUR TOOLS & PLANT :**

All materials, besides those to be supplied by the Authority of this work, all tools and plant's staff and labour skilled and unskilled including their housing, sanitation procurement of food stuff, supply of drinking water, medical aid etc. are to be arranged by the contractor at their own cost. Cost of all necessary transport of labour, materials and all other items mentioned above shall have to be borne by the contractor and included in the rates for different items of works.

### **4. WATER FOR CONSTRUCTION :**

Arrangements for water for all constructional works, such as mixing mortar, soaking brick materials, brick work, concrete work etc. construction of platforms and vats including cost thereof are to be made by the contractor from the existing source available which may be ascertained by the contractors during site investigation. The water should be clean free from loam, silt and organic materials no hard water shall be used. Useful charges of the Authority will be levied on the Contractor for actual consumption of water, if supplies are given by the Authority Payment of Sales Tax for materials necessary for complete execution of the project shall have to be made by them, for which nothing extra will be paid by the Authority. The rates quoted by the contractors must be inclusive of all such charges and costs.

### **5. STORAGE OF MATERIALS :**

The contractors shall make their own arrangements for storage space and godowns for their tools and plants, materials etc. All sheds, godowns, vats, platforms etc. constructed by the contractor for constructional purposes shall have to be removed by them on completion of the work at their own cost and the ground restored to its original condition to the satisfaction of the Engineer-in-charge/Officer in charge. Before using any space for any purpose, whatsoever, approval of the Engineer-in-charge/Officer in charge is to be obtained.

### **6. PENALTY FOR LOSS OR DAMAGE OF MATERIALS ISSUED BY THE AUTHORITY :**

If any materials, issued by the Authority to the contractors entrusted with the construction for utilization in the work, be lost damaged or stolen while in the custody of the contractors this have to be replaced by the contractors at their own cost. The value of such materials of such list, damaged or stolen will be determined by the Engineer in Charge/Officer in charge and the decision of the engineer-in-charge/Officer-in-charge in such cases will be final.

### **7. DRAWINGS :**

All works shall be carried out in the conformity with the drawings. The contractors shall have to carry out all work according to the detailed drawings that will be prepared and furnished by the Authority during execution of work or on subsequent later dates.

### **8. RATES :**

All rates to be quoted by the contractors shall be inclusive of all incidental fees and charges e.g. Royalties of material Electricity. Water and other charges of Municipalities or Statutory bodies or D.V.C., Sales Tax, Income Tax etc. Nothing extra will be paid on any such account. The rates of all times to be quoted by the contractors, shall include cost of all ordinary, special and stage scaffoldings upto any height, labour for bending, binding of rods and placing the same in position, curing, all centering, shuttering and shoring, carriage of materials to all levels except otherwise mentioned in the item concerned.

9. The contractors shall arrange all transport including Rly. Wagons required for carriage of all tools, plants, implements and materials etc. at their own cost.

10. In case of additional items of work which are not found in the original contract the rate for such additional items of work will be arrived at from the base rates of materials and labour provided in the PWD schedule of rates of Purba Medinipur District prevalent at the time of acceptance of original tender, plus or minus the percentage which the tendered amount of the contractor bears to the estimate of the entire work put the tender.

When the basic rates of materials and labour are not available in the schedule of the rates of the Public Work Dept. referred to above the rates of such supplementary items of works will be arrived at based on purely the then fair market rates of material and labour. ONLY ORIGINAL CASH-MEMO WILL BE CONSIDERED for arriving at such rates of supplementary items of work.

11. PAYMENT :

Payments will be made periodically of 90% of the value of the work executed the remaining 10% will be retained as security money to be retained in the manner explained herein-before. This security money will become payable after the maintenance period 2% of the gross value of the bill will be recovered towards Income Tax.

12. MAINTENANCE PERIOD :

During maintenance period the contractor shall rectify all defects which may appear during this period to the satisfaction of the Authority.

13. DATE OF COMMENCEMENT :

The work shall be deemed to be commenced as soon as the work order is issued to the contractor conveying the acceptance of the tender and advice to start the work.

14. WORK PROGRAMME AND PROGRESS WORK :

The contractor on receipt of intimation of the acceptance of the tender and work order, will draw a programme of work on the basis of the time allowed for completion of the work as per tender and submit the same to the EE / Authorised officer of HDA for approval. He will also proceed according to the programme approved. The contractor will have to maintain proportionate progress of work at all stages till the completion of the job in all respects. i.e. by ¼” of the job must be completed and so on. In case of any deviation from the programme, the contractor will tender his contract liable to terminate.

15. EXTRA WORKS :

All extra and additional work if ordered for, should be carried out under then written orders of the undersigned, payments for which will be made in the manner explained herein-before. No payment will be made for any work done in excess of the quantity or items of the tender without any written order of E.E/Authorised officer of HDA.

16. PENALTY FOR NON-COMPLETION OF WORK IN TIME :

The work should be completed in all respects within the time specified in the work order, including clearing of site. In the event of work not being completed within the stipulated period the Chairman/Authorised officer will have every power to cancel the contract and withdraw the works out of the hands of the Contractor. He may further impose penalty as deemed fit.

17. SUPPLY OF MATERIALS :

Unless otherwise specified all materials required for the completion of work in all respects have to be arranged by the Contractor. In case of supply of materials is available in the store of HDA, cost thereof will be realized from the contractor at the rates as shown in page 14.

18. PROCEDURE TO BE ADOPTED FOR LUMP SUM QUOTATION :

In case of lump sum quotation if the volume of work in any other item is at variance at the time of actual execution, the variation will be adjusted the different items of work in their respective units rates as per schedule with tender documents.

19. CO-OPERATION BETWEEN CONTRACTORS :

When more than one contractor has been entrusted with a work simultaneously, each Contractor shall conduct his work in such a way so as to not interface with or hinder the progress or completion of the being performed by any other contractor. He shall plan the execution of his work with that of other contractor in an acceptable manner and in full co-ordination with each other and shall perform it in the proper sequence having regard to the progress of work of other employer. If the completion of the work is delayed due to delayed execution of the other contractor, he will be allowed extension of time but nothing extra will be paid for such delay.

20. REMOVAL OR SUSPENSION OF CONTRACTOR'S AGENT FOR UTTER NEGLIGENCE TOWARDS THE WORK OR MISCONDUCT ETC. :

The contractor shall forthwith remove from the site and works and not reemploy without written permission of the employer or Engineer-in-charge/Authorised officer obtained in this behalf, any agent whose removal the employer or Engineer-in-charge/Authorised officer may have asked for in writing or and assistant whom the Engineer-in-charge/Authorised officer may disapprove or whom who may consider incompetent or insufficiently qualified or guilty for misconduct or negligence towards the work.

21. PROCEDURE TO BE ADOPTED FOR ADJUSTING THE ACCOUNT IN CASE OF OVER PAYMENT OR UNDER PAYMENT :

The employer reserves the right notwithstanding any provision to the contrary contained in any clause or sub clause of the contract to carry out a post payment audit and technical examination of the work and the final bill including all supporting Vouchers, abstracts etc. and to enforce recovery of over payment, if as a result of such examination any over payment is detected in respect of any work done or alleged to have been done by the contractor under the contract and such recovery shall be made by the employer from the contractor by any or all the methods either through certain prescribed condition or as will be convenient by the Authority. If on the other hand, any under payment is discovered, the amount shall be fully paid to the contractor by the employer, further, the employer reserve the right to make such recoveries and adjustments, not withstanding the fact that amount of final bill has been included by one of the parties and not withstanding the fact that the amount or final bill figures in the arbitrator's award.

The above said right of the employer to adjust any over payment or under payment shall not in any case extend beyond period of ten years from the date of payment of the final bill.

22. TECHNICAL STAFF :

The contractor shall engage technical staff of the supervision of the work in the site as approved by the Engineer-in-charge/Authorised officer in HDA as per existing rules of Govt. of West Bengal.

23. ORDER BOOK :

The contractor will be required to keep an order book at site of the work. Any special order and instruction to be issued to the contractor will be recorded in this book by Engineer-in-charge/Authorised officer. Each page of this book will be machine numbered and initialed by the Engineer-in-charge/Authorised officer. This book will always be kept at site of work. The Contractor will however sign all orders as taken of his having seen and noted. Case of supply items of NTI shall not be entertained unless supported by entries in the order book or by written order. The first page of the book should contain (i) Name of the work (ii) Tender No. (iii) Contractual rate (iv) date of opening of order book (v) signature of the Contractor or his authorized agent (vi) date of commencement of work (vii) date of completion (viii) date of final measurement.

24. SITE BOOK :

The Contractor shall maintain a daily report book at the site recording therein particulars of materials received, weather condition, staff employed, progress of work, number of labours engaged, rate of wages paid to labours, date of payment of wages variation orders, inspecting notes and visitors to the site and such other information is may be helpful in the proper and efficient execution of the work or as directed by Engineer-in-charge/Authorised officer.

25. PROGRESS REPORT :

The contractor shall submit to the Engineer by the 1<sup>st</sup> week of every month of Progress report showing the progress of the work in the proceeding month and the programme for the work to be done in the current month. This statement shall be submitted in a form to be approved by the Engineer.

26. SUBSTITUTIONS OR CHANGES :

Should the Contractor desire to substitute or change any material or work he must secure the approval of the Engineer-in-charge/authorized officer in writing of any such substitution or change will before asking such substitution or change.

27. COMPLETION DOCUMENTS :

On completion of work, the contractor must submit to the Engineer-in-charge the following documents for the passing of work :

- i) The Technical Documents according to which the work was carried out.
- ii) A copy of the working drawings showing therein all additions and alterations in the process of execution.
- iii) Test Certificates.
- iv) Certificates on Central Checking and Test of materials.

28. COMPENSATION FOR ANY UNTOWARDS INCIDENT MISHAP :

It must be clearly understood that no claim for compensation will be made by the Contractor untowards incident or unfortunate incident like accidents etc. which might bring death to the worker or staff of the Contractor and the Contractor must have to pay compensation to the victim (if not dead) or his family (if expired) as per the rule of Workmen's Compensation Act and if this is not paid by Contractor the Authority is obliged to pay compensation to the victim or to his family but the authority will recover the amount of compensation so paid from the contractor by following means.

(i) The authority shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from (ii) any sum due by the authority to the Contractor whether under this contract or otherwise.

29. PENALTY FOR EITHER NEGLIGENCE TOWARDS THE WORK OR MISCONDUCT, MISBEHAVIOUR ETC. OF THE CONTRACTOR.

If the contractor is found guilty of negligence towards the work or of misconduct towards the employee or Engineer-in-charge or any employee of the Authority connected with the work, which is an offence punishable under the law in force, in his worksite or any other contractor's work-site or elsewhere, the Chairman/Authorised officer will have every power to cancel the contract and withdraw the works out of the hands of the contractor with due notice and hearing and if deemed fit, get the balance work done through other agency in the interest of the Authority.

In such cases also, as provided in clause 13, (General Rules and Direction for the Guidance of Contractors) the contractors 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 carried out.

## **HALDIA MUNICIPALITY**

### **CONTRACT FOR WORKS**

#### **General rules and Direction 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 Chairman. 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 Chairman shall also be open for inspection by the contractor at the office of the Chairman 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 Chairman, 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 I.. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be refunded within 120 days from the date on which the tender is decided provided the contractor(s) present himself / themselves before the Chairman 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 Chairman, or a duly authorized 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 Chairman 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.

# HALDIA MUNICIPALITY

## CONDITION OF CONTRACT

**Clause 1** – The persons/persons, whose tender(s) may be accepted (hereinafter to be called the contractor) shall permit Government at the time of making any payment deposit to him for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount :

- i) In case of works costing up to Rs. 1,00,000/- to 10% of the estimated cost of the work put to tender;
- ii) In case of works costing more than Rs. 1,00,000/- and up to Rs. 2,00,000/- to 10% on the first Rs.1,00,000/- and 7.50% on the balance, and
- iii) In case of works costing more than Rs., 2, 00,000/- to 10% on the first Rs. 1, 00,000/- 7.50% and the next Rs. 1, 00,000/- and 5% on the balance, subject to a maximum of Rs.1, 00,000/- only are unless he is/they are exempted from payment of security deposit in individual cases or has/have deposited the amount of security or Fixed Deposit Receipts or guarantee Bonds of any Schedule Bank or State Bank of India. In case of Fixed Deposit Receipts and the bank goes in to liquidation or for any reason is unable to make payment against the Fixed Deposit Receipts the loss caused thereby shall fall on the contract and the contractor shall herewith on demand furnish additional security to the Govt. to make good the deficit.

Security deposit  
*Note :-*  
*Clause*  
*modified vide*  
*Notification*  
*No. 03-W*  
*dated,*  
*18th January*  
*2011*  
*of*  
*Secretary to*  
*the Govt. of*  
*West Bengal,*  
*I&W.D.*  
*(copy*  
*enclosed)*

**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 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 estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted, or unfinished, after the proper dates. 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-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 this condition 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 estimated cost 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 estimated cost of the work as shown in the tender.

Compensation for  
delay

**Clause 3 :** In any case in which under any 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 installment). The Asst. Engineer on behalf of a Authority shall have power to adopt any of the following courses, as he may deem best suited to the interests of the Authority.

- a) To rescind the contract (of which rescission notice in writing to the contractor evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Authority.
- b) To employ labour paid by The Authority 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 Asst. Engineer 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 Asst. Engineer as to 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 Asst. Engineer final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Authority under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

Action when whole of security deposit is forfeited

In the event of any of the above courses being adopted by the Chairman/Authorised officer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or reduced any materials or entered into any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract. And in the case the contract shall be rescind 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 the un-till the Chairman/Authorised 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.

**Clause 4 :** In any case in which any of the powers, conferred upon the Chairman/Divisional Officer of MED 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 defaults by the contractor for which by the clause or claused hereof he is declared liable to pay compensation amounting to the whole of the security deposit and the liability of the contractor for past and future compensation shall remain un-effected. In the event of the Chairman/ Divisional Officer putting in force wither of the powers (a) or (c) vested in him under the preceding clause he may, if he so desire take possession of all or any tools, plant materials and stores in the works or the site thereof or belonging to the contractor or procured by him and intended to the used for the execution of the work any part thereof, paying or allowing for the same in account at the contract rates or incase of these not being applicant at current market rates to be certified by the Chairman/ Divisional Officer whose certificate thereof shall be final, otherwise the Chairman/ Divisional Officer may be notice in writing to the contractor of his clerk of the works or other Authorised agent require him 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 Chairman or Divisional Officer may remove them at the contractor's expense or sale them by action or private sale on account of the contractor and at his risk in all respects and the certificate of the Chairman or Divisional Officer as to the expense of any such removal and at the amount of proceeds an expense of any such sale shall be final and conclusive against the contractor.

Contractors remains liable to pay compensation if action taken under clause 3

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 work on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Chairman /Authorised officer in the 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 Chairman /Authorised officer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Chairman shall if in his opinion (which shall be final) reasonable grounds be shown thereof, 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 Chairman /Authorised 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 completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned of the dirt from all wood-works, 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/Authorised officer whose measurements shall be binding and conclusive against the contract 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 Chairman /Authorised officer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forth with pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or actually realized by the sale thereof.

Final Certificate

**Clause 7:** No payment 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 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 thereof, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge/Authorised officer 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 unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract, or any respect or the accruing of any claim, not shall it conclude determine or affect in any way the powers of the Chairman /Authorised officer under these conditions or any of them as to the final settlement and adjustment of the account officer under these conditions or any of them as to the final settlement and adjustment of the account so otherwise or in any other way very or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed or completion of the work otherwise the Engineer-in-charge's / Authorised officer's certificate of the measurement and of the total amount for the work accordingly shall be final and binding on all parties.

Payment on intermediate certificate to be regarded as advance

**Clause 8 :** A bill shall be submitted by the contractor on execution of substantial work for all work executed in the previous month and the Chairman /Authorised officer will 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, it possible, before the expiry of 5 days from the presentation of the bill. If the contractor does not submit the bill the Engineer-in-charge may depute a subordinate to measure up the said work in presence of the contractor, whose counter signature of 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.

Part thereof if any



**Clause 9 :** The contractor shall submit all bills on the printed forms to be had on application at the office of Chairman /Authorised officer 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 order in pursuance of these conditions and not mentioned or provided for in the tender at the rates herein after provided by such work.

Bills to be on  
Printed forms

**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 Chairman /Authorised officer.

Payments of  
contractor's  
bills of 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 account made out as being due to him by the authority or his signature on the bills or other claim preferred against the authority before settlement by the Chairman /Authorised officer 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 discharges through his Bankers.

**Clause 9A-(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 the Authority is concerned..... as part of the arrangement, the financing Bank, should give the Authority a letter to this effect.

Note 1 : The procedure will not affect the usual rights of the Authority to deduct from contractor's bill (whether endorsed in favour of a Bank or not) any sum due to the Authority on account of penalties, over-payments etc. on this or any other contact with the Authority.

Note 2 : Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis a vis the Authority.

**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/Authority's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge/Authorised officer (such materials and stores and the prices to be charged thereof as herein after 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 when 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, or therefore to become due to the contract or 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 to supplied to the contractor shall remain the absolute property of the Authority and shall not any account be removed from the site of the work and shall at the times be open to inspection by the Engineer-in-charge/Authorised officer. 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/Authorised officer'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.

Stores supplied  
by Haldia  
Municipality.

**Clause 11 :** The contractor shall execute the whole and every part of the work in the most substantial and workman like 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 faithful to the designs, drawings and instructions in writing relating to the work signed by the engineer-in-charge/Authorised officer and logged 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 all such design, drawings and instructions an aforesaid.

Works to be  
executed in  
accordance  
with  
specification  
s, drawings,  
orders etc.

**Clause 12 :** The Engineer-in-charge/Authorised officer shall have power to make any alterations in omission from additions to or substitution 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/Authorised officer 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, any be specified in the tender for the main work. The time for the completion of 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/Authorised officer 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 PWD/PHE Schedule of rates of the 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 of PWD/PHE, payment thereof shall be made by the Engineer-in-charge/Authorised officer by determining the rates on analysis worked out from 9a) the basic rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials from original Cash memo and labour whenever basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the engineer-in-charge under (a) above the stipulated percentage above or below schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under 9b) above payment shall be made at the 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 Chairman/Authorised officer of the Authority shall be final and binding.

Alterations in specifications and designs

Do not invalidate contracts

Extension of time in consequence of alteration

**Clause 12-A :** In the case of any altered, additional or substituted work, which the contractor is required under the preceding clause 12, to do the rates specified in the tender for the main work or on the basic of the rates in the schedule of rates of the district and which involves the employment of the additional materials (not withstanding anything to the contrary in the preceding clause) the contractor may within seven days from the receipt of order claim revision of the rates in respect of such additional materials and the Engineer-in-charge/Authorized officer may revise such rates having regard to the increase in the market price of such materials. In the event of a dispute the decision of the Chairman / Authorized officer shall be final and binding and this contract shall be constructed as if the said revised rates for the said additional materials had been incorporated in this contract as being applicable to such work.

Rates for works not in estimated schedule

**Clause 13 -** if at any time after the commencement to the work the Authority shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge / Authorized officer 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 carried out; neither shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

No compensation for alteration of 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 / Authorized officer that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or contracted for otherwise not in accordance with contract, the contractor shall on demand in writing from the Engineer-in-charge/ Authorized officer 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 the whole in part, as the case may require, or as the case may be removed 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 contractors shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for everyday not exceeding ten days, while the failure to do so shall continue and in the case of any such work or remove and replace with others, the materials or articles complained of or 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 inspections and supervision of the Engineer-in-charge and his subordinates / Authorized officer and the Authority's 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 of his subordinate / Authorized officer to visit the works shall have been given to the contractor, other 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 given to the contractor himself.

Works to be opened 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 / authorized officer before covering up or otherwise placing 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 place 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 / Authorized officer and if any work be covered up or place 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 work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, road, curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or the 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 other or 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 / Authorized officer may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the engineer-in-charge / Authorized officer shall be final) from any sums that may be then or at any time thereafter may become, due to the contractor, or from his security deposit, or the proceeds or sale thereof or of a sufficient portion thereof. The security deposit of the contractor made in the manner provided in clause I, hereof shall be refundable on the expiry of 3 months (6 months in the case of road work) after the issue of the certificate, 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 Engineer-in-charge / Authorized officer half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after three months of the issue of the said certificate of completion. Provided further that in the case of any work (whether road, building, bridge, electrical, sanitary & plumbing etc.) where 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 / Authorized officer in his discretion may make a proportionate refund of the security deposit to the contractor.

Contractor liable for damage done and for imperfections for 3 months after certificate

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

**Clause 18** – The contractor shall supply at his own cost materials (except such special materials, if any as may in accordance with 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 of the purpose of satisfying or complying with the recruitments of the Engineer-in-charge as to any matter as to which under conditions he is entitled to require together with carriage thereof 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 of works and counting, weighing and assisting in the measurement of examination at any time of the work 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 of 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 defence of every suit, action or other proceedings at law 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.

Contractor to supply plant, ladders, scaffolding etc.

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 action in respect of all rollers, machinery, tools and implements as may be made over by the Authority to the contractor for use in the execution of the work under this contract and shall be liable for any loss of and damages caused to the said rollers, machinery, tools and by any reason whatsoever during the period the same are in the possession of the contractor and shall on demand pay to the Authority such amount as may be fixed by the Authority for such loss and damages the decision of the Authority in that respect being final. Should the contractor fail or neglect to pay such amount on demand, the Authority 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 or any work done by the contractor.

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

The authority 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 the Authority full security for all costs for which the Authority might become liable in consequence of contesting such claim.

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

Labour

**Clause 19-B-(a)** The contractor shall pay to labour employed by him either directly or through sub-contractor, wages not less than fair wages as defined in the C.P.W.D. contractor's Labour Regulations is 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 to be paid fair wages to labour indirectly engaged on the work including any engaged by the 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 the contractor's part of his agreement, the 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 from wages, recovery of wages not paid and deductions unauthorizably make, maintenance of wage books or 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 & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Rules, 1971 wherever applicable.

(d) The Chairman / Authorized officer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment or wages or of deduction 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 Payments of Wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act, 1933, Industrial Dispute Act, 1947, Maternity Benefit Act 1961 and the Contract Labour (Regulation & Abolition) Act, 1970 or the modification thereof any other law relating thereto and the Rules made thereunder from time to time.

(f) The contractor shall identify the Government against payment to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractors' labour Regulations having applications within the State of West Bengal without prejudice to his right to claim indemnity from his sub-contractors.

(g) The Regulations aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be a breach of his contract.

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

Work on Sunday

**Clause 21** – The contract shall not be assigned or sublet without specific orders from Authority in respect of specified sub-contractor. And if the contractor shall assign or sublet his contract, 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, promised, or offered by the contractor or any of his servants or agents to any public officer or person in the employ of the Authority in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Chairman / Authorized 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 the Authority and the same consequences shall ensue if the contract has been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to be sublet  
Contract may be rescinded and security deposit forfeited for sub-letting, bribing or if contractor becomes insolvent.

**Clause 22** – All sums payable by way of compensation under 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 case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Chairman / Authorized officer for his information.

**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 Chairman / Authorized officer of the Authority 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.

Work to be done under direction of the Chairman, Haldia Municipality

**Clause 25** – Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings, and instructions, herein before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, matter or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise

Settlement of disputes.  
*Modified vide Finance Department Memo. No. 8182-F(Y)*

concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the sole arbitration of the Chief Engineer of the Deptt. should the Chief Engineer be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by the chief Engineer. The award of the arbitrator shall be final conclusive and binding on all parties to his contract..

*dated  
Kolkata, 26th  
September  
2012. Necessary  
Provision has  
been made in the  
NIT.*

**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  
manufacture  
to be obtained  
from  
Government.*

**Clause 27** – When the estimate in 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.

*Lump sums in  
estimate*

**Clause 28** – In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the Authority 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 / Authorized officer.

*Action where  
no  
specification*

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

**Clause 30** – The contractor(s) shall at his / their own cost provide his / their labour with hutting on an approved site 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 lighting 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 herewith and incidental thereto.

**Interpretation 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 subdivision concerned.

Words importing the singular number only include the plural number and vice versa.

Signature of Contractor

Signature of Chairman  
Haldia Municipality

Signature of Tender  
Accepting Authority

**HALDIA MUNICIPALITY**  
**ADDITIONAL CONDITIONS**

1. Cement found surplus (in good condition) after the completion of a work should be returned to store of the authority. 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 Chairman / Authorized officer the value of the materials which cannot be satisfactorily accounted for shall be recovered from contractor's bill or other dues at 100% in excess of issue rate.
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. Contractor will be responsible for the payments of all water charges payable to the Authority.
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 execution will be entertained if it is not received in sufficient time to allow the Chairman / Authorized officer to consider it and the contractor will be responsible for the consequences arising out of the negligence in this respect.
5. The contractor will have to leave ducts in walls and floors run conduit or cables, where necessary and he will not be entitled to any extra payment on this account.
6. Contractor in the course of their work should understand that all materials (e.g. store and other materials) obtained in the work of dismantling, excavation, etc. will be considered the Authority property and will be disposed of to the best advantage of the Authority.
7. Owing to difficulty in obtaining certain materials in the open market or otherwise unforeseen reasons and due to war etc. the authority have undertaken to supply materials specified in the schedule on page 15 of the Tender form at rates stated therein. There may delay in obtaining the materials by the Authority and the contractor is, therefore, required to keep himself in touch with the day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay and obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Authority 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 Chairman / Authorized officer on the basis of the quantity of metal, that can be consolidated by a roller per day and the Chairman's / Authorized Officer's decision shall be final. If the roller be required to work for a longer period due to bad arrangement the contractor, of storage 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 the rain, traffic miscreants, or otherwise during the execution of the work will be made.
10. Whenever a work is carried out in a municipal area, electric light or electric danger signals where available shall be provided by the contractors on the barriers as well as kerosene lights. Facilities for the electric connection may be made Authority but the contractor will bear all the expenses.
11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.
12. If the rate of recovery of materials is not available in Authority's schedule at page 15 the rate of recovery will be derived on analysis taking into consideration of the actual cost of acquisition, transport and other incidental charges plus 5% contingency etc. The issue of the materials is subject to availability of materials at the store of the Authority.

13. In cases where the responsibility of dispatch of stores rates with the suppliers but the freight is payable by the purchaser, the suppliers should dispatch the stores by the most economical method, using the full wagon load whenever 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 suppliers which are the property of the Defence Department at the time of dispatch, the dispatch may obtain the advice of the 'Movement Control Section'. Station Staff Officers of Suppliers of the station concerned.
14. The contractor will have to make his own arrangements for the carriage of materials.
15. The contractor must engage local labour as far as possible.
16. In cases where water is used by the contractor he be required to deposit in advance with the Authority the charges for water which are to be calculated in accordance with the prevalent rates of water charges of the Authority.
17. 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 Authority / PWD schedule.
18. In the even of emergency the contractor will be required to pay his labour everyday and if this is not done, Authority shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.
19. While executing the work the contractor shall have to keep close touch with villagers and Gram Pradhans and Panchayet Samities and seek co-operation from them.
20. The Authority will try to arrange road rollers if available. In case of necessity the contractor shall have to arrange the same of his own for the interest of work.
21. The contractor shall have to arrange Tar Boilers at his own cost.
22. No materials needed for the road work will be issued departmentally.
23. Water and electricity, for works and labourers shall be arranged by the contractor, by his own effort.

#### **INCONVENIENCE OF THE PUBLIC**

24. The contractor(s) shall not deposit material on any site which will seriously put the public to inconvenienc. The Engineer-in-charge / Authorized officer may require the contractor(s) to remove any material, 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.
25. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge / Authorized officer. All surplus materials, rubbish, etc. will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.
26. 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 / Authorized officer 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.
27. Materials brought at site shall not be stacked at random. The contractor shall stack at these materials as directed by the Engineer-in-charge/Authorized officer.



**ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE  
SUPPLIED BY THE HALDIA MUNICIPALITY**

Road rollers shall be supplied by the Government on hire at the rates and conditions specified below. The contractor should requisition road rollers at least six weeks before the date on which these are required maintaining the dates on dates on which delivery is desired. in case rollers cannot be granted to the contractor for completion of the work but no compensation for loss of labour any other cause shall be entertained.

*P.W.(R)  
Deptt.  
Terms  
Conditions  
will be  
applicable.*

**A-Hire charges**

Per day  
Rs.

1. Road rollers, oil or steam driven of 8 tons or over..
2. Road rollers of 6 tons or less ..

*Revised  
Rates for  
Hire  
Charge as  
shown in  
the MBC  
Schedule in  
force will  
be  
applicable.*

**B-Conditions**

1. The rollers will be made over and taken back at the site of work; the charges shall be recovered at prescribed rates from the date the road roller is made over till the date of its return even though the roller may not have been working for any cause except a major breakdown necessitating its return to the workshops.

2. The hire charges include, free of further charges, the following services-

(i) In the case of steam road routers-Service of driver, firemen and a cleaner, also lubricating oil, stores for cleaning purposes and steam coal to light up not exceeding 2½ cwt, only on the day when the road roller is made over to the contractor.

(ii) Oil-driven road rollers-Service of driver, one khalasi or cleaner, also grease, lubricating oil and stores for clearing purposes.

(iii) Petrol-driven road rollers-Services of driver, also grease and lubricating oil.

(iv) Tandem motor road rollers-Services of driver, cleaner also lubricating oil and grease, etc.

(i) All other charges such as the pay of the Chowkidar to be supplied by Government for guarding the rollers at night, the cost of water for washing the road rollers when on hire shall be borne by the hirer. The roller will be washed out after 100 hours of working in accordance with P.W.D. Rules.

(ii) Fuel coal steam, petrol and chopped fire wood for the working of road roller match and kerosene oil required for lighting up will be supplied by the hirer at his expense. In the case of oil-driven road rollers however the supply of oil will be made by the Department at the current issue rate by debit to the contractor's account.

(iii) The wages of the Chowkidar will be debited at 10 annas a day.

(iii) Rates for hire charges of rollers are liable to revision by Government and the contractor shall be prepared to accept these revised rates, if any, enforced from time to time without prejudice to this contract.

*P.W.(R)  
Deptt.  
Terms  
Conditions  
will be  
applicable*

**TAR AND BITUMEN**

1. The contractor will have to make his own arrangement for supply and carriage of tar or bitumen to be used in work. If any bitumen or tar remain unused on completion of the work on account of less use of materials in actual execution for authorized charges of specification and abandonment of portion of work. The unused materials may be returned to the contractor as per written consent of the Engineer-in-charge/Authorised officer. In other cases the materials shall not be removed from site of work without written consent of the Engineer-in-charge/Authorised officer.
2. The tar or bitumen must conform to the specification and the sample must be approved by the Engineer-in-charge/Authorised officer before using them in the work. Proper money receipt in support of payment to the manufacturer or dealer for the tar or bitumen should be kept at site for inspection if the Engineer-in-charge/Authorised officer thinks necessary.

### **ADDITIONAL TERMS & CONDITIONS OF CONTRACT**

1. In cases which 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 case of dispatch of stores which are the property of the Defence 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 contractor will have to make his own arrangements for the carriage of materials.
3. Imported labour may be allotted to contractors at the market rate for labour employed in the locality in cases where the employment of this labour by the contractors is of mutual advantage to Government and the contract. In other cases, imported labour need not be forced on contractors but the Executive Engineer should at once give notice in writing to all contractors that if they object to taking labour from the Government now but later require labour to complete their work in time, they will be allotted Government labour as available and will be charged full cost at Re. 1-0-0 per coolie per day.
4. Military Credit notes will only be issued at the dispatching station for materials which are the property of government at 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.

#### **Contractor's Site Office :**

The contractor shall have an Office adjacent to the work site as may be approved by the Engineer-in-charge where all directions and notice of any kind whatsoever which the Engineer-in-charge or his representative may desire to give to the agency in connection with the contract.

Signature of Contractor

Signature of Chairman  
Haldia Municipality

Signature of Tender  
Accepting Authority