

Office of the Bankura Zilla Parishad

Court Compound

P.O. + Dist. – Bankura

☎ : 03242-250644/255450/251393/256492/250270/250281/257822/257844

Fax : 03242-250365/256492/251711/240411

E –mail : sabhadhipati-bnk@nic.in, aeoze-bnk@nic.in, bnk_statcell@rediffmail.com

Memo No:667/ZP/2013

Dated: 27/02/2013

Notice Inviting Tender No:- 34 of 2012-13 (2nd Call)

(Tender papers will not be issued from this office. It has to be downloaded from the website (www.wbprd.nic.in, www.bankurazillaprisad.org & www.bankura.nic.in)

Published Date:	28/02/2013	5-00 pm
Document download start date:	01/03/2013	3-00 pm
Document download end date:	07/03/2013	11-00 am
Clarification start date:	NA	
Clarification end date:	NA	
Bid submission start date:	01/03/2013	3-00 pm
Bid submission end date:	08/03/2013	4-00 pm
Bid opening date:	08/03/2013	4-30 pm

Sealed percentage rate tenders are invited from bonafied resource full contractors having proper machinery & equipments required to carry out the work as per schedule for participating as specified in the annexure. 2% of the estimated cost has to be submitted along with the tender as earnest money in form of Bank Draft / Pay order favouring Finance Controller & Chief Accounts Officer, Bankura Zilla Parishad from any Scheduled bank payable at Bankura for this work. The tender document will be available in departmental website-www.wbprd.nic.in, www.bankurazillaprisad.org & www.bankura.nic.in. The cost of tender document downloaded from the website has to be submitted in form of demand draft payable at Bankura, favouring F.C. & C.A.O, Bankura Zilla Parishad in sealed cover –'A'. Tender will be received in the office chamber of the undersigned. Last date of receiving tender will be up to 5.00 P.M. as mentioned above and the same will be opened in presence of the tenderer who are willing to participate at 1.00 P.M. on 08/03/2013 at the meeting hall of Bankura Zilla Parishad office. The tenderers have to submit the tender in two parts (In sealed cover "A" & "B"). In cover "A" the attested Xerox copy of S.T.R.C. or VAT R.C., P.T.R.C., Pan card & credential certificate along with the demand draft for the cost of tender documents and Bank Draft/ Pay order for earnest money has to be submitted which should be superscribe as "Technical bid" on top of the envelop and in another envelop marked "B" there should be quoted rate which will be treated as the "Financial bid". Both the envelops should be superscribe as "A" or "B" including NIT No. and both the envelop should be put in one envelop of appropriate size which will also be superscribe the NIT No. on the body of the envelop and to be dropped in the tender box. Initially the cover "A" containing technical bid will be opened first and if it is found that the tenderer does not qualified for this tender then financial bid cover (cover "B") will not be opened and the same will be returned on demand of the tenderer and in no case the cost of tender document will be refunded. This Zilla Parishad does not bound himself to accept the lowest tender and can reject any or all tender / tenders without assigning any reason thereof.

Payment will be made as per availability of fund. No claim for delay in payment, if any, will be entertained. Any conditional tender will be treated as informal. Other details can be had from the office of the undersigned on any working day between 12 Noon to 4.00 P.M.

The work must be commenced as specified in the work order under the supervision of concerned SAE./Assistant Engineer. The work must be completed within specified period as noted against the work order and no extension of time will be allowed. He, whose tender will be accepted, will be liable to execute more or less quantity as indicated in the estimate for the interest of the work. The proportionate progress of work will be reviewed by the end of each fortnight and if the progress is not up to the satisfaction, penalty as per clause of tender will be imposed. From the 1st R/A. Bill, the EMD amount will be deducted and the bank draft deposited as EMD will be refunded. Another 8% of the bill amount will be deducted from the bills progressively as security deposit. All contractors has to be registered themselves under the building and other construction workers (Regulation of Employment and conditions of service) Act 1996 and 1% (one percent) of the bill value will be deducted from each bill as Labour Cess. The conditions of this tender notice will be a part of the agreement.

Special Terms & Condition of this Tender :-

1. Time of completion : As mentioned in the annexure.
2. Maintenance period : As mentioned in the annexure.
3. No Price escalation will be entertained.
4. No arbitration for the work will be admissible as per Government Order No. 3370-(a) dated 20-03-1987(Rules 19 of PWD(Roads) 1987).
5. Before submission of tender, the tenderer shall have to acquaint by actual visit to the site as regards prevailing conditions and tenderer submitting tender shall be deemed to have done so. He must acquaint himself with local conditions of labour, material, transport, electricity, water, Panchayat regulations etc.
6. Contractor has to arrange for water and electricity etc. at his own cost.
7. Labour licence is to be obtained from competent authority. Before payment of the final bill the Xerox copy of the labour licence has to be produced.
8. Cement & Steel has to be used as per PWD Norms.
9. First class kiln burnt bricks to be used where necessary.
10. It will be contractor's responsibility to keep the road open to all kind of traffic during the execution of work. No Claim what-so-ever will be entertained for idle labour, establishment cost of hire & labour charges of tools & plants etc. at any circumstances.
11. The contractor shall pay of charges & fees legally payable for act out of their works & hold the employer free of such cost.

12. All materials have to be arranged by Contractor.
13. Contractor has to execute the work on strict supervision of the beneficiary committee & Zilla Parishad Engineers / Authorities.
14. Contractor has to abide by the rules & regulation as per PWD from 29911(i),(ii) as applicable. The rates quoted by the Contractor should be given in figure as well as in words.
15. Tender form without stamped endorsement of the office of the issue will be not be entertained.
16. No tender will be issued after the specified date & time.
17. Bitumen of proper grade from I.O.C. is to be used.
18. Decision of Zilla Parishad authority will be final & binding on contractor in case of any dispute.
19. Contractor has to arrange at his own cost, to display sign. Board at the site before starting the job indicating the following.
 - i) Name of the work
 - ii) Name of the Contractor.
 - iii) Estimated amount.
 - iv) From which fund the work is being executed.
 - v) Time of completion.
20. Any conditional tender will be treated as informal.
21. All tools, plants & machineries including vibratory, road roller etc. required to execute the Contract, has to be arranged by Contractor at his own cost.
22. Payment will be made as per availability of fund.
23. The works are time bound project & time of completion of work should be strictly followed.
24. The tenderer should quote the rate both in figures and in words in times of over all percentage above / below / at par with the schedule of rates.
25. The tenderers are requested to inspect the site condition of works, availability of materials, and labours before submission of tender. Necessary variation of drawing and specifications as per site condition may be made as per instruction of Engineer-in-charge.
26. Contractor may have to execute more or less quantity as indicated in tender as per direction of Engineer-in-charge. Payment will be made as per actual work done. No extra claim will be entertained for that.
27. ISI Marked materials like Pipe, Pump, etc. are to be used where necessary.
28. Validity of the offer will remain unchanged for six months from the date of opening of the tender.
29. This rate includes arrangement of mix design, cube test to ensure the strength of concrete as directed by E-I-C & provision of way batching for design concrete.

**Additional District Magistrate, Bankura &
Additional Executive Officer, Bankura Zilla Parishad**

Memo No. : 667/1(75)/ZP/2013

Dated: 27/02/2013

Copy forwarded for favour of information & with a request to arrange for wide publicity to : -

- 1) The Sabhadhipati, Bankura Zilla Parishad.
- 2) The District Magistrate, Bankura.
- 3) The Sahakari Sabhadhipati, Bankura Zilla Parishad.
- 4) The CEO , Paschimanchal Unnayan Parishad, (PUP) , Ailakundi (Behind S.B.S.T.C. Garage), kenduadihi, Bankura
- 5-12) The Karmadhyakshya (all), Bankura Zilla Parishad. Karmadhyakshyas (Purta Karya – O – Paribhan Sthayee Samiti, Kshudra-Shilpa-Bidyut-O- Achiracharita Shakti Sthayee Samit & Ban-O-Bhumi Sanskar Sthayee Samiti) are requested to be present at the time of tender opening.
- 13) The Adhyaksha, District Council, Bankura Zilla Parishad, with a request to be present at the time of tender opening.
- 14) The District Engineer. Bankura Zilla Parishad , with a request to be present at the time of tender opening.
- 15-16) The Executive Engineer Bankura/ Bishnupur Divison, WBSRDA, Bankura Zilla Parishad with a request to be present at the time of tender opening.
- 17) The Financial Controller& Chief Accounts Officer, Bankura Zilla Parishad, with a request to be present at the time of tender opening.
- 18-20) The Sub-Divisional Officer, Bankura, Bishnupur and Khatra.
- 21) The Secretary, Bankura Zilla Parishad, with a request to be present at the time of tender opening.
- 22-43) The Sabhapati, All Panchayat Samiti.
- 44-65) The Executive Officer, All Panchayat Samiti
- 66-67) The Sri-A Chowdhury/D.Das Assistant Engineer, Bankura Zilla Parishad, with a request to be present at the time of tender opening.
- 68) The Assistant Labour Commisioner, Kamrarmath / Bishnupur, Bankura.
- 69) The District Information & Cultural Officer, Bankura.
- 70) The District Information Analyst, Bankura Zilla Parishad, with a request to publish the tender notice in the official website.
- 71) Sri D. Karmakar, S.A.E., Bankura Zilla Parishad.
- 72) Sri Ratnakar Murmu, Bankura Zilla Parishad.
- 73) Sri N. Mandal, Dealing Assistant, Bankura Zilla Parishad
- 74) Sri R. Mukherjee, with a request to spare the A.C. meeting hall on the date of opening of the tender as per notice.
- 75) Notice Board of Bankura Zilla Parishad.

**Additional District Magistrate, Bankura &
Additional Executive Officer, Bankura Zilla Parishad**

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Memo No: 667 /ZP/2013

Dated: 27/02/2013

Annexure of Notice Inviting Tender No: – 34 of 2012-2013

Published Date: 28/02/2013 5-00 pm
Document download start date: 01/03/2013 3-00 pm
Document download end date: 07/03/2013 11-00 am
Clarification start date: NA
Clarification end date: NA
Bid submission start date: 01/03/2013 3-00 pm
Bid submission end date: 08/03/2013 4-00 pm
Bid opening date: 08/03/2013 4-30 pm

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Sl. No	Name of work	Amount put to tender (Rs.)	Eligibility	Earnest Money	Cost of tender paper (Rs.)	Time of completion	Maintenance period
1	Repairing of Central Laboratory of PMGSY cell under Bankura Division.	Rs.6,21,360/-	Having credential for completing similar type of work as per annexure enclosed for at least 40% of the estimated cost put to tender within last 5 years i.e. financial year 2008-09, 2009-10, 2010-11, 2011-12& 2012-13 in a single work as per annexure attached with the tender. Credential from any Govt. /Semi Govt. and from autonomous bodies as prime contractor will be entertained for schemes having completion Certificate as proof of credential as per annexure given along with the Tender Notice for participating in tender, the estimated amount will be considered for credential amount.	Rs.12427/- (For enlisted Class-III contractors of this Zilla Parishad need not deposit earnest money)	Rs.2,000/-	3 (three months)	12 (Twelve) Months

Details can be had from undersigned on any working day from 12 Noon to 4.00 P.M. or in website – (www.wbprd.nic.in, www.bankurazillaprishad.org & www.bankura.nic.in)

**Additional District Magistrate, Bankura &
Additional Executive Officer, Bankura Zilla Parishad**

Opening of Tender 1. The tender will be publicly opened by the AEO/Executive/District Engineer or his authorised representative as soon as possible after the closing time of receiving tender in presence of such tenderers (or their representative) as may be present. Should tenderers or their authorised representatives fail to attend during opening to be held after closing time as mentioned above or any other date and time due to avoidable circumstances in which case the fresh date and time of opening would be notified and hung up in the notice board of the above mentioned office tenders would be opened in their absence and no subsequent objection would be entertained under any circumstance.

Eligibility to purchase tender form

2. The intending tenders who are not registered with the P.W.D./I & W/Ways Deptt./Housing Deptt./CPWD & other Engineering Deptt. of the Govt. Will have to Produce before the AEO/Executive/District Engineer or his authorized representative, as the case may be, beforehand documentary evidences to prove their past experience, capabilities and financial resources to do such type of works, and about their having in employment technically qualified personnel(s) to look after the work satisfactorily without which no tender form will be issued to any one by the AEO/Executive/District Engineer.

The tender papers will be issued to those bonafied outside contractors, if eligible as per stipulation in the NIT, who shall engage;

- (a) At least one Diploma holder for works costing Rs. 50,000/- and above up to Rs. 10,00,000/-.
- (b) At least one Diploma holder for works costing above Rs. 2,00,000/- and above up to Rs.2,00,000/-.
- (c) At least one Diploma holder and one diploma holder for works costing above Rs. 10,00,000/- up to any limit.

Outside Contractors are to satisfy the tender inviting/accepting authority about their financial resources, past experiences in the type of work involved and having under their command suitable & adequate tools and plants for execution of the work satisfactorily.

Documentary evidence to those effects should be submitted along with the application for obtaining the permission for tender papers. The said Degree holder/ Diploma holder should be available for receiving instruction(s) at site during works.

Clearance Certificate 3. The intending tenders shall have to produce up –to – date clearance of valid certificate of income tax in modified form and sale tax along with their application for tender form failing which no tender paper will be issued. As per amended provisions of sales tax rules. Sales tax clearance certificate (STCC - - Form – 58) need not be taken for individual contract or tender, Clearance shall hold good for all contracts or tenders during its validity period. Every clearance certificate shall remain valid for one year.

Availability of Documents. 4. Tender documents and relevant particulars may be seen by the intending tenderers on any working day (between 11.00 a.m. to 04.00 p.m. except on Saturday and on Sunday between 11.00 a.m. to 04.00 p.m.) in the office of the District Engineer. No tender documents in any case will be issued on the date fixed for receipt or opening the tenders.

Eligible tenderers may purchase tender documents as mentioned above after the conditions in clauses 3 and 4 are satisfied. No tender document shall in any case be issued on the last date of receipt of tender.

The printed tender forms and other tender documents are to be purchased on cash payments from cash section of the Office of the Zilla Parishad during office hours on working days at price mentioned in Detailed Notice Inviting Tender. Tender documents other than those issued from the particular office mentioned above shall be treated as void.

5. Intending tenderers shall obtain the tender documents well in advance to guard against any difficulty in issuing the tender form due to possible absence of the AEO/Executive Engineer/District Engineer, or his authorised representatives from Head Quarters.

6. Tender documents shall consist of the following and contractors will have to submit one copy of each of the same along with their tender duly signed by them without which tenders are liable to rejection.

- (a) Abridged Notice inviting Tender.
- (b) The detailed notice inviting tender hereinafter refer to as the tender notice or NIT.
- (c) Printed West Bengal Form as specified hereinafter referred to as the printed Tender Form.
- (d) Special Terms and Conditions and General & Special Specifications.
- (e) Specific priced schedule of probable items with approximate quantities.
- (f) General Drawing(s).
- (g) Any other additional terms & conditions.
- (h) Any other relevant papers, if any.

7. (i) A Tenderer/Tenderers is/are to quote his/their rates in figures as well as in words at percentage above / below or at per rates shown in the Specific Priced Schedule of probable items with approximate quantities. One of the following Statements is to be inscribed boldly & neatly in clear hand Writing in the space provided for on the second page of the printed ten-

der form.

- (a) I/ We agree to carry out the work mentioned in the Memorandum at per with the rates shown in the Specific Priced Scheduled of probable items with approximate quantities for the work attached with the tender.
- (b) I/We agree to carry out the work mentioned in the Memorandum at Percent (..... Percent) above / below the rates shown in the specific priced schedule of probable items with approximate quantities for the work attached with the tender.

The said quotation in the exact wording of any one of the forms (a) or (b) above must be written on page 2 of West Bengal Form 2911 and on page 3 of West Bengal Form 2908 only of the pointed tender form and no where else. For this purpose the various columns in the lower half of page 2 of the printed tender form should be ignored and the quotation in the specified form written across the full length of the page. The quotation shall be clearly and legibly written and the whole writing must be by the hand of the person signing the tender and with the same pen and ink. Erasing or overwriting shall not be allowed. This condition may be suitably relaxed in case of tenderer unable to write in English. Corrections in the quotation should be avoided and if this becomes unavoidable, the entire rate (and not a portion only) shall be scored out and signed (not simply initialled) by the tenderer as token of such cancellation. A fresh rate in one of the specified forms and in the specified manner shall then be correctly written.

(ii) In the event of the tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for legal documents in support thereof must be produced for inspection and the same in the case of a firm carried out by one member of joint family it must disclose that the firm is duly registered under the Indian Partnership Act. Any tender signed by a member not holding a power of attorney shall be treated informal.

Before submission of the tender, the tenderer must see that the memorandum at page 2 of the printed tender form is properly filled in and all particulars given. The tenderer must sign in the space allotted on page 3 and 12 of the printed tender form and the declaration by the tenderer (at the end of the special terms & conditions & specifications). The signature on page 3 of the printed tender form must be properly witnessed in the space allotted for the purpose. The tenderer must also sign at the bottom of each page of the printed tender form and other tender documents. Over writing shall not be allowed. All corrections, additions, alterations etc. must be duly signed. When a tenderer signs a tender in any language other than English, the rate quoted by him shall also be written in the same language. In addition he shall furnish a certificate to the effect that all the stipulations of the tender documents have been fully and clearly explained to him and understood by him. The person who has so explained the stipulations shall also furnish a certificate to the effect that the stipulations have been fully and clearly explained by him to the tenderer.

Earnest money Earnest money as per Detailed NIT, deposited in the following manner in favour for the AEO / Executive Engineer / District Engineer must accompany each tender without which tenders will not be considered at all.

8. (a) The earnest money is to be deposited in the shape of Bank Draft drawn on any scheduled bank in favour of the Finance Controller & Chief Accounts Officer, Bankura Zilla Parishad or any Nationalised Bank on local branch.
- (b) No cash or cheque or token will be accepted for earnest money.
- © The tenderers shall have to deposit initially the earnest money as specified in clause 1
- (d) i. e. (2%) of the estimated amount put to tender.
- (d) In respect of successful tenderers, the earnest money on acceptance of the tenders shall be converted as a part of security deposit. If the security money falls short of 2% of the tendered amount the tenderer shall have to deposit the balance amount within 7 (seven) days from the date of issue of acceptance of the tender.
- (e) In other cases the balance 8% (eight) shall be recovered from the progressive bill @ 8% (eight) of the amount of each bill.
- (f) In all cases the amount of recovery of the final bill will be show adjusted as to make the total amount of security equivalent to 10% (ten) of the total value of work so executed.
- (g) Earnest money deposited by an unsuccessful tenderer will be refunded on application to the District Engineer.

**Deduction Of
Income Tax**

9. (a) Deduction of Income Tax from Contractor's bills should be made as laid down in Memo No. FNO. 275/9/72 ITJ. Dt. 29/05/72 of Ministry of Finance Deptt. of Revenue & Insurance, Govt. of India with its amendments, if any.

- (b) Deduction of Sales Tax from contractor's bill should be made as per G. O. in vogue.

Canvassing

10. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the Contractors, who resort to canvassing will be liable for rejection.

11. No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed requirements laid down herein or in other tender documents will be liable for rejection at the time of opening or during subsequent security.

12. Complete tender documents are to be placed in a cover and duly sealed with the name, of the work and the name and address of the tenderer super scribed on the cover. Sealed cover containing the tender document is to be submitted within the specified time and shall be done by inserting the sealed cover in the tender box kept in the Office/ Office Chamber of the Authority receiving the tender.

**Acceptance
of Tender**

13. The acceptance of the tender will rest with the District Engineer in consultation with tender committee who does not bind himself to accept the lowest tender and reserves to himself the authority to reject lowest/any or all the tenders received, without, assigning any, reason thereof.

**Withdrawal
of Tender**

14. If any tenderer withdraws his tender before its acceptance or refusal within a period of four months from the date of opening of tender without giving any satisfactory explanation for such withdrawal he shall render himself liable to be debarred from submitting any tender to the Zilla Parishad for a minimum period of one year, and the earnest money deposited with the tender will stand forfeited with the Zilla Parishad.

Copies of Agreement.**Copies of
Agreement**

15. The successful tender will have to submit the following copies of the contract documents within 7 (seven) days from the date of the receipt of letter of acceptance of tender. Failure to do so, within the specified time, will constitute a breach of the contract rendering the contract liable for termination with forfeiture of Earnest Money/ Security to the extent of the amount of the initial earnest money specified in the Detailed NIT without any reference to the contractor.

- (i) Two sets of documents each set containing all items of 9(a), (b), (c) and (d) as mentioned in clause 7 (seven) above by the District Engineer, will have to be submitted by the successful tenderer after acceptance of his tender.
- (ii) One set of document containing the copy of page 2 only of the printed tender form with relevant entries there on and item (a), (c) and (d) as mentioned in clause 7 (seven) above.

16. The above documents will have to be purchased from the office of the District Engineer at prices per copy as mentioned in the detailed NIT. All the copies must be signed on every page by the contractor and submitted to the District Engineer of his authorized Engineer concerned, as the case may be, within the specified time.

Starting of work

17. The successful tenderer shall have to start the work within a week from the date of written order to commence the work.

**Character
of Site**

18. Before submission of tenders the Contractors shall inspect the site of work to get them thoroughly acquainted with the local conditions and difficulties under which the work will have to be carried out. They should consider among others, the nature of soil, climate condition of the locality, dearth of water in the area of work, condition of existing kacha and pucca roads, transport difficulties, non-existing of roads in many places etc. Extra cost involved due to above factors shall have to be borne by the Tenderers and should, therefore, be included in the rates to be quoted by them.

**Incidental
Fees**

19. All rates to be quoted by the Contractors shall be inclusive of all incidental fees and charges, e. g. Royalties, Octroi Tax of materials, Electricity, Water and other charges of Municipalities or statutory bodies, Sales tax, Toll Tax, Income tax etc. Nothing extra will be paid on any such account.

20. It must be clearly understood that the value of work as indicated in the Detailed NIT or the quantities of the various items indicated in the specific priced schedule of probable items attached to this tender are approximate only and may be appreciably increased or decreased during the actual execution. The contract shall, however, remain unaffected by such alternation(s).

Signature of the Officer
(By whom accepted)

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

Tender No.....of.....of the.....A.E.O., Bankura Zilla Parishad

ITEM RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a Form of invitation to tender posted in public places and signed by the Additional Executive Officer / Executive Engineer / District Engineer.

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 tenderers and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and other documents required in connection with the work signed for the purpose of identification by the AEO/Executive Engineer / District Engineer shall also be opened for inspection by the contractor at the Office of the AEO/Executive Engineer/District Engineer Zilla Parishad 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 authorising him to do so. Such power-of-attorney is to be produced with the tender and same in the case of 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 tenders 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 which 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 if, however so allowed, shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.

5. District Engineer or his duly authorised Engineers 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 there with shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of specification and other documents mentioned in Rule 1. In the event of the tender being rejected, the earnest money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself / themselves before the AEO / Executive Engineer / District Engineer to take the refund.

6. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he will not be bound to accept either the lowest tender or any of the tenders.

7. The receipt of any accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the AEO / Executive Engineer / District Engineer and the contractor shall be responsible for seeing that the procures a receipt signed by the AEO / Executive Engineer / District Engineer / or a duly authorised Cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the Office of the Zilla Parishad and their issue rates, shall be filled in and completed in the Office of the Zilla Parishad before the tender form is issued. If a form is issued to any 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.

TENDER FOR WORKS

I / We hereby tender for the execution for the Governor for the work specified in the under written memorandum within the time specified in such memorandum at the rates specified therein & in accordance, in all respects, with specifications, designs, drawings and instructions in writing referred to in Rule 1 thereof and in clause 11 of the annexed conditions and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

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

(a) If several sub-works are included they should be detailed in a separate list

Item No	Item of work	Unit	Per	Rate tendered		
				Rs.	P.	In word

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

Give particulars
and numbers

Strick out (a) if no
cash security deposit
is to be taken

Strick out (b) if no
cash security deposit
is taken

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

..... Day of20 +

+ Signature of contractor before submission

X
Witness
X
Address

Signature of

Occupation

Witness to
contractor's
signature

The above tender is hereby accepted by me for and on behalf of the Governor of the state of West Bengal.

Dated the day of20 XX (xx signature of the officer by whom accepted)

CONDITIONS OF CONTRACT

Security
deposit

Clause 1.— The person(s) whose tender may be accepted (hereafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less, and so on, up to a limit of ten days of the receipt by him, of the notification of the acceptance of his tender) deposit with the Zilla Parishad in cash or Government securities endorsed to the AEO / Executive Engineer / Dist. Engineer (deposited for more than 12 months) a sum sufficient with the amount of the earnest-money deposited by him with his tender to make up the full security deposit specified in the tender] ; or (B) [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him) amount to.....percent of all moneys so payable such deductions to be held by Government by way of security deposit]. Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent, by deducting a sufficient sum from every such payment as last aforesaid. All compensation or all other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from of from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

Compensat
ion for
delay

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 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 AEO/Executive Engineer/Dist. Engineer (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work as shown in the tender for every day that the work remains uncompleted, or unfinished after the proper date. The contractor shall commence execution of such part of the work as may be notified to him withindays from the date of the order for commencement for work and diligently continue such work and further to ensure good progress during the execution of the work, he shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; one-half of the work, before one-half of such time has elapsed, and three-fourths of the work before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Dist. Engineer (whose decision in writing shall be final) may decide on the said tendered 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 the tendered amount of the work as shown in the tender.

Clause 3.— In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposited (whether paid in one sum or

Action
when
whole of
security
deposit is
forfeited

deducted by instalments) the Dist. Engineer on behalf of the Zilla Parishad shall have power to adopt any of the following courses, as he may deem best suited to the interests of the Government:-

(a) To rescind the contract (of which rescission notice in writing, to the contractor under the hand of the AEO/Executive Engineer/Dist. Engineer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government.

(b) To employ labour paid by the Zilla Parishad 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 Engineer-in-charge 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 the same rates as if it had been carried out by the contractor under the terms of his contract ; the certificate of the Dist. Engineer as to the value of the work done shall be final and conclusive against the contractor.

© 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 expense 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 Dist. Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract, or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

Contractor remains liable to pay compensation if action not taken under Clause-3

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

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

Extension of time

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

Final certificate

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

Payment on intermediate certificates to be regarded as advances

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 a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof than approved and passed by the Officer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor on prior recommendation by the Engineer-in-charge on the bill. 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-created or be considered as an admission of the due performance of the contract or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Officer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way very or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable by the Officer-in-charge for the work accordingly shall be final and binding on all parties.

Submitted monthly

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

Bills to be on printed forms

Clause 9—The contractor shall submit all bills on the printed forms to be had on application at the Office of the Zilla Parishad and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of this conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Payment of contractor's bills of Banks

Clause 9A—(1) Payment 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 Officer-in-charge, (i) an authorisation in the form of a legally valid document e.g. irrevocable power-of-attorney conferring authority on the Bank to receive payment, and (ii) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Zilla Parishad, before settlement by the Officer-in-charge of 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 receipted and discharged through his Bankers.

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

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

Note—2 Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-a-vis the Zilla Parishad.

Stores supplied by Government

Clause—10 If the specification or estimate of the work provides for the use of any special description of materials to be supplied from Officer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Officer-in-charge (such materials and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control meaning of effect of this contract specified in the schedule of memorandum hereto annexed) the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials, and stores so supplied at the rates specified in the schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractors shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Officer-in-charge/ Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Officer-in-charge's store, if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

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

Clause—11 The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in the 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

Alteration in specification and designs

during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Do not invalidate contracts

Execution of time in consequence of alteration

Rates for work's not in estimated schedule

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

Clause—12A In the case of any altered, additional or substituted work, which the contractor is required, under the preceding clause 12, to do at the rates specified in the tender for the main work or on the basis of the rates in the schedule of rates of the district/circle and which involves the employment of additional materials (not with standing anything to the contrary in the preceding clause), the contractor may, within seven days from the receipt of the order claim revision of the rates of such additional materials and the Engineer-in-charge may revise such rates having regard to the increases in the market price of such materials. In the event of a dispute the decision of the Panchayats & Rural Development Department to whom the dispute may be referred shall be final and binding and this contract shall be construed as if the said revised rates for the said additional materials had been incorporated in this contract as being applicable to such work.

No compensation for alteration in or restriction of work to be

Clause—13 If at any time after the commencement of the work the Governor shall for any reasons whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of 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 consequences of the full amount of the work not having been carried out, neither shall he 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.

Action and compensation payable in case of bad work

Clause—14 If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of any inferior description or that, any materials or article provided by him for the execution of the work are unsound or of a quality of articles inferior to that contracted for, or otherwise not in accordance with contract, the contractor shall on demand in writing form the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove and re-construct the work so specified 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 he Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding ten days, while his failure to do so shall continue and in case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of, as the case may be, at the risk and expenses in all respects of the contractor.

Works to be open to inspection

Contractor or responsible agent to be present

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

Notice to be given before work is covered up

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

Clause—17 If the contractor or his workmen 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 wires, furniture, fittings, fixtures, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within 3 months (six months in the case of a road work) after a certificate final or otherwise of its completion shall have been given by the Officer-in-charge may cause the same be made good by other workmen and deduct the expense (of which the certificate of the Officer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

The Security Deposit of the Contractor made in the manner provided in Clause 1 hereof shall be refundable on the expiry of 3 months (6 months in case of a 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 or security deposit shall be allowed till the final bill has been prepared and passed provided however that in the case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after 3 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 contract is unable to execute remaining part of the work for reasons beyond his control, the Engineer-in-charge at his discretion may recommended to the Officer-in-charge to make a proportionate refund of the security deposit of the contractor.

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 its own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Officer-in-charge's stores), plant, tools, appliances, implements, ladders cordage, tackle, scaffolding and temporary works requisite or proper for the execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, or action, other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage 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.

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

Clause—18 B In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen's Compensation Act, 1923, Zilla Parishad is obliged to pay compensation to workmen employed by the contractor, in execution of the works, Zilla Parishad will recover from the contractor amount of the compensation so paid, and without prejudice to the right to Zilla Parishad under Section 12, Sub-section (2) of the said Act, Zilla Parishad 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 Zilla Parishad to the contractor whether under this contract or otherwise.

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

Contractor
supply plant,
ladders
scaffolding etc.

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

Labour

Zilla Parishad 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 Zilla Parishad full security for all costs for which Zilla Parishad might become liable in consequence of contesting such claim.

Clause 19— No female labour shall be employed within the limit of a cantonment.

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

Clause 19B—(a) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C. P. W. D. Contractor's Labour Regulations in so far as such Regulations have application within the State of West Bengal or as per the provisions of the contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(b) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labour indirectly engaged on the work including any engaged by his Sub-contractors in connection with the said work, as if tie 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 period, deductions from wages, recovery of wages not paid, and deductions unauthorized made 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 (Regulations & Abolition) Rules 1971, wherever applicable.

(d) The Zilla Parishad concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of the worker, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.

(e) The contractor shall comply with the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Disput Act, 1947, Maternity Benefits Act, 1961, and the Contract Labour (Regulation & Abolition) Act, 1970 or the Modifications there of or any other laws relating thereto and the Rules made there under from time to time.

(f) The contractor shall indemnify the Government against payment to be made and for observance of the aforesaid and the C. P. W. D. Contractor Labour Regulations having application 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 this contract and any breach thereof shall be deemed to be a breach of the contract.

Works on
Sundays

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

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

Clause 21—The contract shall not be assigned or sublet without specified order from Zilla Parishad in respect of a 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 Zilla Parishad in any way relating to his office of employment of if any such officer or person in the employ of Zilla Parishad in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Authorities in the Zilla Parishad may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall these upon stand forfeited and be absolutely at the disposal of Zilla Parishad and the same consequences shall ensure as if the contract had been res- cinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Sum payable by
way of
compensation to

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.

Changes in
constitution of
firm

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 Officer-in-charge for his information.

to actual loss.

Work to be under
direction of E-I-
C

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 Engineer-in-charge of the work 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.

Settlement of
disputes

Clause 25—Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, weather arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the Panchayats & Rural Development Department for appointment of Arbitrator, in consultation with the Chief Engineer of the P.W. D, G.O.W.B, if necessary. The award of the arbitrator shall be final, conclusive and binding on all parties to this

contract. The award shall be a speaking one, that is, the arbitrator shall recite facts and assign reasons in support of the award after discussing fully the claims and contention of the parties. This clause shall not be applicable for contracts upto Rupees Fifty Lakh only.

Clause 26—The contractor shall obtain from the stores of the Officer-in-charge all stores and articles of European or American/foreign manufacture which may be required for the work, or any part thereof or in making up articles required thereof in connection therewith unless he has obtained permission in writing from the Officer-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 Officer-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 will be debited at cost price which for the purpose of this purpose 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.

Clause 27—When the estimate on which the tender is made include lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of works involved or 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 recommend to 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 the clause by the Officer-in-charge.

Clause 28—In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such works shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

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

Clause 30—The contractor(s) shall at his / their own cost provide his / their labour with hutments at approved site, and shall make arrangements for con-servancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He / They also at his / their own cost make arrangements for the laying of pipe lines for water-supply to his / their labour camp from the existing mains, wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereof.

Interpretation clause :—

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

The Superintending Engineer means the Superintending Engineer holding charge of the circle concerned for the time being.

The Officer-in-charge means the Executive Officer / Addl. Executive Officer of the Zilla Parishad.

The Engineer-in-charge means the Engineer under whose direct control the work is entrusted, i. e. Executive Engineer / District Engineer of the Zilla Parishad.

The Z. P. means the concerned Zilla Parishad. Materials are normally required to be procured by the Tenderer. Materials from Zilla Parishad or Govt. materials will be issued subject to availability.

Schedule showing (approximately) materials to be supplied by the Zilla Parishad under clauses 10 and 26 for work contracted to be executed and the rates at which they are to be charged for.

PARTICULARS	Rates at which the material will be charged to the contractor			PLACE OF DELIVERY
	Unit	Rs.	Rs.	

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

Signature of

Signature of

ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of the work should be returned to the Zilla Parishad store. The value of the cement returned to the Zilla Parishad will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of the E-I-C he may be held guilty of theft. In this connection the provision of Clause 10 may be referred to where it is clearly stated that all materials issued to the contractors shall remain the property of the Zilla Parishad.
2. The contractor shall have to make his own arrangements for water, both for the work and use by his coolly, etc. for steam road rollers and for all tools and plant etc., required on the work.
3. Contractors will be responsible for the payments of all water charges payable to the Municipality or any other water works authority including a Government Department concerned.
4. If the contractor shall desire an extension of the completion of the work under Clause 5 of the contract, on application for such extension will be entertained if it is not received in sufficient time to allow the Engineer – In - Charge to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.
5. The contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.
6. Contractors in the course of their work should understand that all materials (e.g. store and other materials) obtained in the work of dismantling excavation etc. will be considered the property of the Zilla Parishad and will be disposed of to the best advantage of the Zilla Parishad.
7. Owing to difficulty in obtaining certain materials in the open market due to war or for any other reason the Zilla Parishad have undertaken to supply materials specified in the schedule on page 12 of the Tender Form or any where in the Tender Document at rates stated therein, there may be delay in obtaining the materials by the Zilla Parishad and the contractor is, therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer – In – Charge and to so adjust the progress of the work that his labour may not remain idle not may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Zilla Parishad on account or delay in supplying materials.
8. The minimum periods for which a road roller is required to be used by a contractor shall be determined by the Engineer – In – Charge on the basis of the quality of metal that can be consolidated by a roller per day and the Engineer – In – Charge's decision shall be final. If that Roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water etc. additional hire charges shall be levied at the rates specified below under "A Hire Charge" for the additional period the roller works.
9. No compensation for any damage done by rain or traffic during execution of the work will be made.
10. Whenever a work is carried out in a Municipal area, Electric lights or Electric danger signals wherever available shall provided by the contractors on the barriers as well as ; be paraffin light. Facilities for the Electric connection may be made by this Zilla Parishad. If available, 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. The contractor should give complete specifications showing the method of execution and the quantity and quality of materials they intend to use per hundred sq. metre areas.
13. In cases where water is used by the contractor he will be required to deposit in advance with the Engineer-in-charge the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.
14. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to fluctuations will be entertained during the validity period of this contract for the work as power schedule attached to the agreement and the additional work, if any, under clause 12 of the contract, if such additional work shall consist of items which have already been quoted for or items not quoted for but appearing in District / Circle Schedule.
15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, Zilla Parishad shall make the requisite payments as would have been paid by the contractor and recover the cost from the contractors.

Inconvenience of the Public

16. The Contractor(s) shall not deposit materials on any site which will seriously cause inconvenience to the public. The Engineer-in-charge may require the contractor(s) remove any materials which are considered by him to be a danger or an inconvenience to the public or cause them to be removed at the contractor's cost.

17. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish, etc. will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.

18. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site or premises cleared of debris etc. and recover the cost from the bill of the contractor, if the letter show slackness in observing this clause.

19. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVERNMENT

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

A—Hire Charges

Hire charges & other charges of Department Zilla Parishad equipments per day of eight hours part thereof as well as pay of driver, cleaner, chowkidar etc. will be as per rules indicated in special terms & conditions.

B—Conditions

1. (a) The Road Roller will be made over and taken back at the site of work. The roller charges (which includes the hire charges and the wages of the Departmental crew) shall be recovered at the prescribed rates from the date the Road Roller is made over till the date it is taken back even though the Roller may not have been working. If however any roller remains idle for two, or more days at a stretch for any of the reason or reasons mentioned below and provided the contractor submits within a week of the date of occurrence of the contingency, and application to the Engineer-in-charge paying for exemption from payment of roller charges (showing reasons and particulars for such claim for exemption), the Engineer-in-charge may at his discretion and if he is satisfied that there were sufficient reasons, allow exemption from payment of the said roller charges for such days as he may consider reasonable under the circumstances.

The reasons for which exemption may be allowed are:

- i) Continued unfavourable weather conditions for carrying out the particular type of work on which the roller is engaged.
- ii) Lack of roller work for reasons beyond the control of the contractor.
- iii) Diversions of the roller by the Engineer-in-charge to other works.
- iv) Essential Repairs.
- v) Any other reasons precluding the work of the roller.

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

(b) The Rollers and other equipments shall be fully utilized for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working conditions.

1. The time limit for the working days for each type of rolling shall be fixed according to the limits or work output given in Statements I and II below. If the actual number of days of roller exceeds the limits based on the specified floor limits for the number of days in excess of such limit the hire charges and the wages of the departmental crew shall be charged at double the prescribed rates. If the actual number of days of roller work is less than the number of days calculated on the specified ceiling limit the hire charges for the roller and wages of the Deptt. crew shall be recovered for the number of days calculated on the specified ceiling limit. In all cases part of a day shall be counted as a full day.

2. The Departmental crew shall be on operational charges of the roller.

3. The rollers issued to a contractor are to work for 5 days in the week, with stop of work on the sixth and seventh days for general cleaning and petty repairs. Contractor will pay for the hire charges as well as for the wages of the departmental crew for the whole week.

4. Clean water for operating and washing the rollers shall be supplied by the contractor at his cost.

5. Fuel (Petrol, Diesel or Steam Coal) and ancillaries such as match boxes Kerosine oil, Fire wood and Cotton waste for working, lighting up cleaning etc. of Road Rollers shall have to be supplied by the contractor at his expenses.

SPECIFICATIONS GOVERNING ISSUE OF ROAD ROLLERS

The number of working days to be allowed for finishing each individual item of work shall be calculated on the basis of work output specified in Statements I and II below.

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

STATEMENT—I

(a) For Petrol, Diesel or Steam Road-Roller-8/10 Tons or over.

N. B.—Each working day means each Roller day, i. e., 8 hours working in a day with one Roller.

TABLE STATEMENT—II

Sl. No.	Item of work	Work out put in working day of 8 hours	
		Floor limit (Minimum)	Celling Limit (Maximum)
1	2	3	4
1	Rolling Sub-grade	1.486 Square metre	2.223 Square metre
2	Rolling soling (a) Stone (except literite) or slag boulders (b) Literite Boulders	558 Square metre 743 Square metre	922 Square metre 1.115 Square metre
3	Consolidation of Balast (Size withing the range of 7.5 cm to 12.5 cm.) (a) Broken Stone (Pakur or Rajmahal or Chandil or similar hard stone) (b) Broken Stone varieties softer than (a) above (c) Broken slag (d) Laterite or Jhama (e) Un-broken stone (e.g. single)	23 Cubic Metre 25 Cubic Metre 25 Cubic Metre 34 Cubic Metre 34 Cubic Metre	34 Cubic Metre 40 Cubic Metre 40 Cubic Metre 51 Cubic Metre 51 Cubic Metre
4	Consolidation of metal (size within range of 3.75 cm to 7.5 cm.) (a) Broken stone metal pukur or Rajmahal or Chandil or similar hard stone. (b) Broken Stone metal of softer than (a) above (c) Broken slag (d) Laterite or Jhama Matal (e) Un-broken stone (e.g. single or graval)	14 Cubic Metre 17 Cubic Metre 17 Cubic Metre 28 Cubic Metre 34 Cubic Metre	23 Cubic Metre 28 Cubic Metre 28 Cubic Metre 45 Cubic Metre 51 Cubic Metre
5	Consolidation of Morum	34 Cubic Metre	51 Cubic Metre
6	Rolling dry chips /Bajri/Graval in surface dressing work (a) On water bound surface (b) On brick top surface	558 Square metre 650 Square metre	1.115 Square metre 1.300 Square metre
7	Rolling premixed chips / Bajri/ Graval (a) In 19 mm. (Nominal) thick carpet (b) In 25 mm. (Nominal) thick carpet (c) In 32 mm. (Nominal) thick carpet (d) In 32 mm. (Nominal) thick carpet	372 Square metre 325 Square metre 279 Square metre 232 Square metre	743 Square metre 650 Square metre 558 Square metre 465 Square metre

N. B.—In case of items not covered by the above or by any stipulation of a particular contract, the limits will be as decided by the Engineer-in-charge.

For Petrol, Diesel or Steam Road Roller less than 8 Tonne.

The limits of work output to be allowed for Petrol, Diesel or Steam Road Rollers of less than 8 Tonne shall be 25% less than the limits for the corresponding items in Statement—1 above.

Extra allowance may be the same as per Statement 1 in case of Roller of 8-10 Tons or above.

TAR AND BITUMEN

1. The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.
2. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula before the process of painting is started and shall hypothecate it to the Engineer-in-charge against “money advanced by Zilla Parishad.” If any bitumen or tar remain unused on completion of the work on account of less use of materials in actual execution for reasons other than authorised changes of specifications and abandonment of portion of work corresponding deduction equivalent to the cost of unused material as determined by the Engineer-in-charge shall be made and the materials returned to the contractors. Although the materials are hypothecated to Zilla Parishad the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from the site of work without the consent of the Engineer-in-charge in writing.

ADDITIONAL CLAUSES

1. In cases where the responsibility of despatch of stores with the suppliers but the freight is payable by the purchaser, the supplier, should despatch 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 tender 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 despatch of stores which are the property of the "Movement Control Section" / Station Staff Officers of the Controller of Suppliers of the stations concerned.

2. The contractor will have to make his own arrangements for the carriage of materials.

3. If the contractor misused and consumed any deptt. materials excess as per approved consumption chart of the deptt. of Public Works, he is liable to pay an additional amount of 100% of issue rate for the materials so consumed on misused. Similarly for road rollers / tar boilers etc. also for excess days he is liable to pay an additional amount of 100% of issue rate for the excess days. If the consumption of deptt. materials / use of road rollers etc. falls short from the approved consumption chart, a deduction from the bill of the contractor will be made @ 50% of the issue rate for the less quantity / period, provided that the work is otherwise acceptable.

4. For all items of contract works requiring unskilled labour, the contractor shall be bound to employ unskilled local labour. The expression "Local" shall mean and deem to mean the Gram Panchayat, the Block, the Thana or the District of the State of West Bengal where the work will be executed. In cases of non-availability of such unskilled local labour and of other difficulties experienced by the contractor in recruiting such local labour, the contractor may, with the prior permission in writing of the Engineer-in-Charge of the Work, recruit and employ unskilled labour from neighbouring area of that District. In case the work is in the border area of two districts and there is dearth of adequate number of local labour from the district where the work will be executed labour, may be recruited by the contractor from contiguous areas of the other contiguous district. In case local labour will not be available even from other districts as mentioned and when the exigency or progress of work so demands, the contractors may, with the prior permission in writing of the said Engineer-in-charge, engage labours from the other districts, the State of West Bengal and in case the same be not available then the contractor may, with the prior permission of the said Engineer-in-charge, employ imported labour of other States.

In case where the contractor fails to secure unskilled local labour or to engage imported labour the contractor shall employ labour local recruited by Zilla Parishad or labour imported by Zilla Parishad at the rate to be decided by the Engineer-in-charge of the works concerned whose decision as to the circumstances in which employment of such labour is of natural advantage to Zilla Parishad and the contractor will be final and binding on the parties.

For all items of contract jobs requiring skilled labour, the contractor shall have to employ 70% (Seventy percent) of skilled labour locally. In case the contractor fails to recruit local labour, the contractor shall employ skilled labour locally secured by Zilla Parishad in the manner indicated above. For bridge works, highly technical works of framed structural buildings, sanitary and plumbing works, electrical works, etc. involving skilled labour, the contractor may with the prior permission in writing of the Engineer-in-charge to whom the full facts must be placed for permission to import and employ skilled labour up to 30% (Thirty per cent) of the total requirement. "In this case the expression, "imported labour" shall mean labour imported, primarily from other States and secondly, from the distant districts of the States of West Bengal.

Signature
of
Contractor

Signature of
Additional Executive Officer
Bankura Zilla Parishad

SPECIAL TERMS AND CONDITIONS

General condition &
Specifications.

1. a) (i) All works are to be carried out in accordance with the general condition and general specifications of P.W.D. Schedules of rates for Building Works, Road Works, Carriage. Supply of Materials and Labours & for Plumbing Works, Sanitary Works and Materials and Labours for the year in vogue in the concerned area of the circle.

(ii) The Specification for work not covered by the specification laid down in the P.W. D. Circle's schedule shall be governed by I.S.I. Code of Practice and as per I.R.C. specifications or code of practice, as the case may be, according to the direction of the Engineer-in-charge.

(iii) In addition to above the Special Terms and Conditions and Specifications as mentioned hereinafter shall be applicable.

b) If the stipulation of the various contract documents be at variance in any respect, one will override the other (only in so far as these are at variance) in the order of presidency as given bellow :

(i) Special Terms and Conditions.

(ii) Special Specifications (if any), Additional Terms & Conditions.

(iii) Notice Inviting Tender.

(iv) Specific priced schedule with probable items with approximate quantities.

(v) The Circle Schedule as defined in clause 1 (a) (i) above.

(vi) Printed Tender Form.

License from labour
Deptt.

2. The contractor must obtain the Licence under the Contract Labour (Regulation and Abolition Act. 1970) and the certificate for the same should be submitted to the Engineer-in-charge.

Engagement of apprentices.

3. The Contractor shall comply with the provisions of the Apprentices Act. 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of the Contract and the officer accepting the tender may, at his discretion, cancel the Contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

Supply of Materials

4. The supply of materials viz. Cement Steel materials etc. that will be issued by this department may not be continuous, uniform and regular and will be issued subject to availability in Zilla Parishad Govt. Store. No claim whatsoever will be entertained for detention or loss of Contractor's labour. Conveyance etc. arising out of such irregular supply of the materials maintained above.

Idle Labour charges and fees payable by the contractor

5. No claim for idle labour would be entertained under any circumstance.

6. The Contractor shall pay all charges and fees legally payable for acts arising out of the work and hold the employer fees from all such costs.

Transport

7. The Contractors shall arrange all transport including Railway Wagons required for carriage of all tools & plants, implements and materials etc. at their own cost. The department will, however, recommended for issue of priority for wagons for movement of tools & plants, materials etc. on the basis of application made by the contractors but no guarantee for the same can be ensured.

Pumping & dewatering

8. The Contractor shall provide at his own cost all pumping and other arrangements that may be necessary to remove from or keep out of foundations or any part of the structure under construction water whether canal water, sub soil water from any source, whatsoever, such pumping or other necessary arrangements shall not be paid for separately and the cost thereof is to be included in the contractor's rate relevant items of works.

Water

9. Arrangements for water for all road and building works, such as mixing mortar, soaking brick materials, brick works, concrete works, consolidation of metals, washing metals and chips etc., construction of platforms and vats etc. including cost thereof are to be borne by the contractors. The water should be clean, free from loam, slit and organic materials. No hard water shall be used. The rates quoted by the contractors must be inclusive of all such charges and costs.

Sheds for staff & labour

10. The contractor shall arrange for temporary sheds & latrines, water supply etc., and make such arrangement for the use of his staff and labour and to keep the latrine clean and disinfected, as will be directed by the Engineer-in-charge of work, and shall remove those completely on completion of the work and the ground restored to its original condition to the satisfaction of the Engineer-in-charge.

Storage of Govt./ Zilla Parishad materials

11. The contractors shall make their own arrangements for storage space and godown for their tools and plants, materials etc. and shall also erect at their own cost necessary sheds and godowns for proper storage of Government/ Zilla Parishad materials such as cement, steel materials etc. Which will be issued to them, as necessary, from time to time.

All sheds, godowns, vats, platforms etc. constructed by the contractors for constructional purposes shall have to be removed by them on completion of the work at their own cost and the ground restored to the original condition to the satisfaction of the Engineer-in-charge. Before using any Govt. / Zilla Parishad land for the above purpose prior approval of the Engineer-in-charge is to be obtained. The land will however, be given free of rent for the above purpose, if available.

Work order book

12. The contractor shall within seven days of the receipt of the order to take up work supply at his own cost work-order book to the Engineer-in-charge concerned. The work-order book shall be kept at the site of work under the custody of the Engineer-in-charge or his authorised representative. The work order book shall have machine numbered pages in triplicate. Directions or instructions from departmental officer to be issued to the contractor will be entered (in triplicate) in the work order book (except when such directions or instructions are given by any separate letter). The contractor or his authorised representative shall regularly note the entries in the work-order book and also record thereon the action taken or begin taken by him complying with the said direction or instruction or any relevant point relating to the work.

The contractor or his authorized representative may take away the duplicate page of the work- order book for his own record.

In case of supplementary item or of claim, the same may not be entertained unless supported by entries in the work-order book or any written order.

The first page of the work-order book shall contain the following particulars:—

- Name of the work
- Reference to contract No.
- Contractual rate.
- Date of opening the work-order book.
- Name and address of the contractor.
- Signature of the contractor.
- Name and address of the authorised representative (if any) of the contractor authorised by him and the names of his technical personals engaged in the work (Diploma and/or Degree Holder).
- Specific purpose for which the contractors representative is authorised to act on behalf of the contractor.
- Signature of the authorised representative duly attested by the contractor.
- Signature of the Engineer-in-charge concerned.

- (k) Date of actual completion of work.
- (l) Date of recording final measurements.

Entries vide (d) and (l) above shall be filled in on completion of the work and before the work-order book is recorded in the office of the Zilla Parishad concerned.

Clearing the site

13. Before starting any work, work site, where necessary, must be properly dressed after cutting clearing and cleaning all verities of Jungle and shrubs including bamboo clusters or any under sizable vegetation from within the boundary or alignment or site of works, for which nothing will be paid extra unless specifically provided in the priced schedule. The contractor shall not assign the agreement or sublate any portion of the work.

Authorized representative

The contractor may, however, appoint an authorised agent or representative and Engineers (who shall preferably be a Degree and/or Diploma holder in Engineering) in respect of one or more of the following purposes only.

- (b) To requisition Departmental / Zilla Parishad materials, tools and plants etc. and to received the same and sign hand receipts there for.
 - &
 - © To attend measurements taken by Zilla Parishad Officers and to sign the records of such measurement.
 - (d) To attend technical supervision and check up safe design of structures. The selection of the authorised representative is subject to the prior approval of the Engineer-in-charge concerned & the Contractor shall seek in writing such approval of the Engineer-in-charge giving therein the name of work, the name & address of the representatives he wants to appoint and the specific purpose for which the representative will be authorised. Even after first approval, the Engineer-in-charge may issue at any subsequent date revised direction about such authorised representatives and the contractor shall be bound to abide by such direction. The Engineer-in-charge shall not be bound to assign any reason for any of his directions with regard to the appointment of authorised representatives.
- Any notice correspondence etc. issued to the authorised representative or left at his address will be deemed to have been issued to the Contractor himself.
- The provisions of a Power of Attorney, if any must be submitted for the approval of the Zilla Parishad otherwise the Zilla Parishad shall not be bound to take cognizance of such Power of Attorney.

Temporary pillars pegs etc.

14. The contractor must erect temporary pillars as many as required at suitable places, as directed by the Engineer-in-charge, at his own cost before starting the work from which the Zilla Parishad staffs will layout all important levels, layouts and fix alignments. All threads, pegs, nails, flags, labours etc. required for setting out the levels and laying out different structures and alignments shall also be supplied by the contractors at their own cost.

Works to be carried out in conformity with drawings

15. All works shall be carried out in conformity with the drawings approved by Engineer-in-charge. The available drawings ready at present may be seen by the Tenderers at the Office of the Rural Engineering Cell of the Zilla Parishad. The contractors shall have to carry out all works according to the detailed drawings ready at present and those which will be prepared and furnished by the Zilla Parishad during execution of work from time to time on subsequent later dates.

Serviceable materials

16. The responsibility for stacking the serviceable materials obtained during execution (to be decided by the Engineer-in-charge) and handing over the same to the Officer-in-charge of work of the Zilla Parishad lies solely with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Institute, full value will be recovered from the contractor's bill at rates as assessed by the Engineer-in-charge.

Unserviceable materials

17. The contractor shall remove all unserviceable materials at the places as directed. He should level and dress up the work site after completion of work as per direction of the Engineer-in-charge of work.

Supplementary items

18. The items of works not occurring in the specific priced schedule but becoming necessary as a reasonable contingent item during actual execution of the work will be considered as supplementary items.

The rates of Supplementary items of works will be determined in order of precedence, as given below notwithstanding what has been stated in Clause 12 of Tender Form no. 2911. The admissibility or otherwise of any claim of Supplementary item or items the method of determining and fixation of the rate of a Supplementary item / items and the acceptance thereof will rest absolutely with the authority accepting the original tender.

- (i) The rates will be derived, where possible, from the rates of allied items or work appearing in the specific priced Schedule plus / minus the contractual percentage.
- (ii) The rates will be derived where possible from the Schedules of rates of P. W. D. / I. & W. D. of concerned circle (as defined in clause I(a) (i) above) plus / minus contractual percentage.
- (iii) The rates of item (or part thereof) which can not be derived by any of the above processes, shall be determined from the then market rates of Materials and labours plus profit and over head charges which (taken together) shall be taken as 15 (fifteen) percent on the cost of materials and labours (excluding cost of materials supplied by the Zilla Parishad). The percentage quoted by the contractor(s) above or below will not be applicable in such cases. For such analysis of rates of any, item of

works, black market rates shall never be allowed. The admissibility or otherwise of any claim of supplementary items, the method of determining and fixation of the rate of a supplementary item and acceptance thereof will rest absolutely with the authority accepting the original tender.

19. Zilla Parishad materials shall be issued from place(s) (as mentioned in clause 'm'). The contractor shall at his own cost and expense carry the materials to the site of work, if, however, materials are issued from else where due to unavoidable reasons, the Contractor shall nevertheless take delivery of the materials from the place of issue and carry to work site and in such a case the excess carriage / less carriage that may be involved will be paid / recovered (as the case may be) on the basis of relevant item for carriage appearing in the Circle Schedule with application of contractual percentage. The cost of Departmental / Zilla Parishad materials shall be recovered at the rates stated below :

(a)	Tar Boiler	Rs. 60.00 per day
(b)	Concrete Mixer	
(i)	Capacity (0.20 to 0.28 Cu.m.)	Rs. 108.00 per day
(ii)	Capacity (0.20 to 0.14 Cu.m.)	Rs. 78.00 per day
©	Hand Roller	Rs. 7.00 per day
(d)	Hire Charges for Road Roller of 8 Tonnes or above excluding fuel and wages of Driver etc. and Tractor Mount Road Roller	Rs. 205.00 per day of 8 working hours.
(e)	Charges for Driver (Gr-II)	Rs. 164.00 per day.
(f)	Charges for Cleaner	Rs. 123.00 per day
(g)	Charges for Chowkider	Rs. 123.00 per day

Or rates stated in current schedule of rates of the PWD, whichever is higher

N.B. The hire charges of Roller etc. are as per P.W.D. Schedule of Rates for current year.

1. Cement @ Rs. 3,500/- (Rupees three thousand five hundred only) per M. Tonne.
2. Steel Materials (Mild Steel) @ Rs. 18,000/- (Rupees eighteen thousand) only per Tonne.
3. Steel Material (Tor Steel) @ Rs. 18,500/- (Rupees eighteen thousand and five hundred) only per Tonne.

The issue rate for all other materials besides those mentioned above, if issued to the contractor by the Zilla Parishad shall be based on the then market rate or departmental stock issue rate, whichever is higher.

N.B. Cut pieces of steel materials will not be taken back by Zilla Parishad Steel materials required for manufactured articles, such as Grills, collapsible gates, Steel windows, Rolling Shutters etc. will not be supplied by this Department.

The cost of materials supplied by the Zilla Parishad to the Contractor will be recovered from their bills in one or more instalments as may be decided by the Engineer-in-charge, according to the Rules in force.

Basis of consumption of materials to be issued by Zilla Parishad shall be guided as per approved consumption chart of the Department of Public Works. The contractor shall be required to maintain all necessary precautions and watch over to him all materials made over to him to prevent damage, loss or theft of such materials. The materials shall not be removed to any other site without the written permission of the Engineer-in-charge or any other person authorised by him and shall be open and be available for their inspection at any time during day or night for counting, measuring, weighting or otherwise for verifying the same.

The contractor shall be required to maintain an account of receipt and actual uses of all materials issued to him and submit extracts thereof, when called for in such manner and form as may be prescribed by the Engineer-in-charge from time to time.

Indents for all materials to be supplied by the Zilla Parishad shall be submitted by the contractor to the Engineer-in-charge or any other Officers as may be appointed by him in this respect well in advance so as to allow sufficient time to Zilla Parishad to procure the materials.

The Engineer-in-charge shall have full discretion to specify the minimum \ maximum quantities for which the indents are to be submitted and also any other stipulation he may deem necessary in this connection. He will also have the full right to modify such stipulation as may be found necessary by him from time to time.

The Zilla Parishad does not assume any responsibility to supply materials strictly according to the indent as may be submitted by the contractor and no compensation will be paid for delay in issuing any materials to the contractor but reasonable extension of time will be allowed for such delay in accordance with clause 5 of the condition of contract in the printed Tender Form, if in the opinion of the Engineer-in-charge delay stop or slow progress of the work is caused due to delay in issuing committed materials.

Tool & Plants

20. If any tools and plants, other than those specified in the P. W. D. / I. & W. D. Schedule are required and issued by the Zilla Parishad in the interest of the work, hire charges, as will be fixed by the P. W. D. / I. & W. D. Schedule of Rates shall be final & binding. Other charges on account of pay of operators, cleaners, etc. shall be charged extra.

Cost of all types of fuels and stores for proper running of the tools and plants must be borne by the contractor.

Programme of Construction

21. The work must be taken up within seven days of the receipt of the work order and completed in all respect within the specified time of completion as mentioned in the detailed NIT.

Before the actual commencement of work the contractor shall submit a programme of construction clearly showing the materials, men and equipment and time table divided in to four equal periods of progress of the work for the approval of the Engineer-in-charge who will have authority to make additions, alterations and substitutions to such programmed in consultation with the contractor and such approved programmed shall be strictly adhered to by the contractor unless the same is subsequently found impracticable in sum or all respect in the opinion of the Engineer-in-charge and is modified by him. The conditions laid down in clause 2 of the condition of contract in the printed Tender Form regarding the division and progress of work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with, if the actual progress does not fall short of the progress as laid down in the approved time table for one fourth, half and three-fourths of time allowed for the work.

Setting out works.

22. No claim for idle labour would be entertained under any circumstance. The contractor shall be responsible for the true and perfect setting out of the works and for the correctness of the positions, levels, dimensions and alignment of all parts of the works, if at any time during the progress of works any error appears or arises in the position, levels, dimensions or alignment of any part of the works the contractor(s), on being required to do so by the Engineer-in-charge, shall at his (their) own expense rectify such error(s) to the satisfaction of the Engineer-in-charge.

Any setting out that may be done or checked by the Engineer-in-charge or his representative or any line or level that may have been given or checked by either of them shall not in any way relieve the contractors of their responsibility for the correctness thereof.

The contractor is to provide all instruments appliances and labour required for setting out of the works and for the use and attendance upon the Engineer-in-charge or his representative whenever required for any purpose in connection with the works.

Night Work

23. The contractor may take up work at night if desired, with the permission of the Engineer-in-charge but such night work shall not normally be extended beyond 8 PM. The contractor shall also take up work at night in addition to day work if the Engineer-in-charge shall so require by giving a notice in writing for proper progress of the work for such periods and hours as he may specify. If ordered or permitted to work at night the contractor shall provide at his own cost sufficient and satisfactory lighting arrangement. No extra payment shall be made for night work.

Workmanship Testing

24. All materials and workmanship shall be of the respective kinds described in the contract and shall be subject from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabricator or on the site or at all or any of such places. The contractor(s) shall provide such assistance, instruments, machines, labour and materials as the Engineer-in-charge may required for examining measuring and testing the work and the quality, weight or quantity of the materials used and shall supply samples for testing as may be selected and required by the Engineer-in-charge.

Covered item of work

25. When one item of work is to be covered up by another item of work the latter item shall not be done before the former item has been measured up and has been inspected by the concerned Engineer-in-charge and orders given by him for proceeding with the latter items of work. Where however this is not possible for practical reasons the Sectional Office / SAE-in-Charge may do this inspection in respect of minor item and issue orders regarding proceeding with the latter item.

Recruitment of Staff by the Contractor

26. Initial requirement to all categories of staff by the contractor shall invariably have to be made through the Employment Exchange.

27. Stacks are to be made at exact position indicated by the Engineer-in-charge during actual stacking. Any stack made or excess quantity stacked at any one place without approval shall have to be removed and materials restated at exact positions required. All costs are to be borne by the contractor and no extra payment will be made on this account.

Stacking of Materials

Before stacking stone chips and metals, gravels, jhama metals etc. at road side the flanks of the road where these materials are to be stacked as directed, must be dressed. Jungles, if any, are to be cleaned and undulations are to be levelled up at the cost of the contractor. The Contractors will have to stack the materials on one side of the flanks of the road or as directed as per requirements at regular intervals and all stacks must be of regular & proper shape as per direction of the Engineer-in-charge. In doing so the contractor may have to removed the stone-chips and metals, gravels, jhama metals etc., as the case may be from the flank and stack the removed metals at places as shown by the Engineer-in-charge of the work and the contractor's rate should be inclusive of the cost of undertaking the above work and no extra payment would be made on this account.

Guarding arrangement

During the collection time and supply at road side the contractor shall guard the materials at his own cost and the Zilla Parishad will not remain responsible for any loss whatsoever before the materials are measured and accepted by the department. The contractor should attend measurement either himself or through his authorised agent to avoid future dispute and sign the M. B. as a token of acceptance of measurements. Regarding quantity and quality measured by the Engineer-in-charge or his Sub-ordinate Staff, the decision of the Officer of the Zilla Parishad shall be final and no claim whatsoever would be entertained afterwards under any circumstances.

Supply Materials

The contractor will have to arrange for land at his own cost for intermittent loading and unloading, if required. The contractor may supply the materials either by Rly. or by land route. In case of Rly. Route the contractor will have to pay the Rly. Freight, demurrage or wharfage, if any, and arrange for stacking space at the Rly. Station and the Zilla Parishad will have no responsibility for these under any circumstance.

Timber

The contractors shall arrange all transport including wagons required for carriage of materials at their own cost. The department will however recommend for issue of priority for wagons for movement of materials on the basis of application made by the contractors but no guarantee for the same can be ensured.

Paint

28. Any timber for use in the works of doors and windows and in other works should not be fitted and fixed in position prior to approval of the Engineer-in-charge. Approval has got to be obtained prior to application of painting works over wood works.

Cement

29. The paint used in the work shall be of superior quality & of approved make and brand. The make brand and shade of the paint must have prior approval of the Engineer-in-charge.

30. Only ordinary Grey Cement subject to availability in departmental godown will be issued by the department. Cement of other varieties as required are to be arranged for by the contractors at contractor's cost. Cement for precast R. C. Jallies, Mosaic Tiles etc. will not be issued by the department.
31. All works are to be carried out with due regard to the convenience of the occupants, if any, and in closed co-operation with other contractor(s), that may be working on the premises or in the areas of works. All arrangements and programmes of works must be adjusted accordingly. All precautions must be taken to guard against chance of injury or accidents to the occupants, users and workers. The contractors must see that all damages to compound road or any property, which in the opinion of the Engineer-in-charge are due to the work of the contractor, must be promptly rectified by the contractor(s) as per his directions and satisfaction. All those shall be done at the cost and expenses of the contractor(s) and such costs are deemed to have been covered by rates of different items of works.
32. For safety and stability of the building, the foundation of the existing structure may be checked by the successful tenderer, in case there is any doubt, prior to taking up the work of vertical extension of the same with one or more storeys above the existing structure as proposed for construction in this work put to tender herein.
33. Plans and drawings provided with this tender indicate the basic minimum requirements. The participating successful tenderer is to work on these drawings so provided and if required for safety, stability and betterment of the proposed work the tenderer may suggest for any improvement, structural safety and stability with submission of detailed designs etc. and work on the revised drawings as suggested or furnished by them in course of execution with approval of such revision by the Engineer-in-charge of the work.

Engineer-in-charge
Bankura Zilla Parishad

Additional Executive Officer
Bankura Zilla Parishad

The following certificate should be signed by the tenderer unconditionally before submission of the tender.

CERTIFICATE

I / We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the site of works. I / We shall be bound by the conditions laid down in the Detailed Notice Inviting Tenders, Special Terms & Conditions & Specifications, Specified Priced Schedule and also Bengal Form No. 2911. I / We have gone through the schedule of rates of the PWD for the year as defined in clause (a) (i) of the Special Terms & Conditions and General Specifications now in force in the P.W. Department, Government of West Bengal, and also the I. S. I. Code of practice. My / Our tender is offered taking due consideration of all factors and if the same be accepted. I / We promise to abide by all the stipulations of the contract documents, and carry out and complete the work true specifications and directions.

We are also bound to check the structural safety and stability of the existing building and its existing foundations prior to commencement of work of any vertical extension of the same with one or more storey(s) above the existing one as proposed for construction in this work put to tender herein.

(Postal Address in Block Letter)

.....
Signature of Tenderer.

This Form should be read with the Clauses, Special Clauses, Additional Conditions & Clauses. General Specifications and Special Conditions for Building Works and "those for Sanitary and Plumbing Works, Special Terms and Conditions detailed in the P.W.D. / I. & W.D. Schedules of Rates of the concerned circle for the" year.....through these are not attached with W. B. Form No. 2911 (i) / (ii) / (iii) for item Rate Tender & Contract for Works but copies of each of these two schedules, one for Building Works and the other for Sanitary & Plumbing Works are kept in the Office of the Engineering Wing of the Zilla Parishad. As sufficient numbers of copies of these schedules are not available for the present in this Office, these may please be seen in this Office prior to dropping of the tender for which the rates are to be quoted by individual tenderer. These, however, must be considered as part and parcel of the tender agreement in case of the accepted tender, which is normally scheduled to be the lowest tender.

Signature of Contractor

Additional Executive Officer
Bankura Zilla Parishad

That I / We have gone through the Printed Schedule of Rates of concerned circle of I. & W.D., P.W.D.(R) & P.W.D. for Building Works, Sanitary and Plumbing Works for the year.....lying in the Engineering Wing of the Zilla Parishad carefully and agree to abide by the same in connection with my / our tender for the work in question.

Signature of Contractor

SPECIAL TERMS AND CONDITIONS CONTINUED

1. Samples of all goods to be supplied by the contractor and used in the work shall have to be got approved by the E. I. C., prior to being fitted and fixed.
2. The successful tenderers shall have to arrange for their own source of energy for driving the pumping set in all stages of execution of work. No facilities of any sort will be provided for utilisation of the Zilla Parishad sources of energy existing at site of the work. Arrangement for obtaining water for the work shall also be made by the contractor at his own cost.
3. All tools and plants required for the work will have to be supplied by the successful tenderer at his own cost, if, however, supplied by the Zilla Parishad the hire charges will be recovered at the rates mentioned in "Circle Schedule". Power Roller will be lend out by the Zilla Parishad to the Contractor on payment of hire charges etc. as per stipulations in the printed tender forms. Time of hire will be counted from the issue date to the return date of such tools and plants to the godown or the place as directed by the E. I. C., (both days inclusive), nothing extra will be paid for carriage of these tools and plants from the place of issue to site work and back as directed by the E. I. C.

In case, any of the tools and plants articles issued by the Zilla Parishad is damaged while in the custody of the contractor will be prepared or replaced at the cost of the contractor.

- 3A. The rates of all the items of work as soon in the priced schedule of items of work attached with the tender are inclusive of labour, materials and unless specifically mentioned otherwise they also include all charges and cost like freight, octroi, toll, ferry charges, local charges, income tax, sales tax, royalties etc. as may have to be incurred by the contractor for getting the respective items of works executed to proper and complete finish.
- 3B. Unless specifically mentioned otherwise in the description of the items no extra charges will be paid for scaffolding (including stage scaffolding), centering, shuttering, curing etc. and the rate shown in the specific priced schedule of items of works are also inclusive of the same and of the costs of any helper materials, tools and plants, necessary for the satisfactory completion of the work.
4. If on account of restrictions of the space within the project site the contractor experiences difficulties in stacking building materials within the project site, he may have to arrange for lands (road side, flanks, private land etc.) adjacent to the project site at his own cost. The plan and programme of works will also have to be drawn accordingly.
5. Any sum of money due and payable to contractor (including security deposit returnable to him) under this contract may be appropriated by the Zilla Parishad and set off against any claim of Zilla Parishad for the payment of a sum of money arising out of or under any other contract made by the contractor with the Zilla Parishad.
6. Brick works of foundations will be measured as per standard measurement or approved drawing.
7. As and when applicable the entire cost required for lime terracing work on roof or 2% (two percent) of the tendered amount, whichever is less, shall be withhold from the security deposit of the contractor and the said amount will be refunded only if the lime terracing can stand the test of one rainy season without any leakage or soakage through the roof. If the roof is found leaking or soaking the contractor will be responsible to repair the same at his own cost till it can stand the test of one complete rainy season.

If the contractor fails to do so, the amount withheld shall be forfeited.

8. All the materials supplied by the Contractor and going into the job, particularly bricks, lime, sand, soorky etc. shall be subject to such tests at such times and at such frequencies as may be decided by the Engineer-in-charge, cost for conducting such tests in approved laboratories shall be borne by the contractor and the rates quoted shall be deemed to have been offered after taking these factors into consideration.
9. In case the Contractor is required to execute the residual work of any unfinished structures arising out of termination of the Contract of previous agency or abandonment of works by the said agency, or other causes, the contractor shall before commencement of residual work get himself fully acquainted with nature and volume of work left out by the previous agency and shall accept the measurement of works already carried out by the previous agency and as recorded in the relevant M. B/s after such joint verification with Engineer-in-charge or his authorised representative, as the contractor may deem necessary and proper. The measurements of works already carried out and as recorded in the M. B/s shall be final and

binding and no extra claim or dispute arising out of over lapping, if any, of measurements of works executed by the previous agency and those done by the contractor, shall be entertained at a subsequent stage.

10. No brick work in walls is allowed without fixing of the door and window frames.
11. Dab-holes kept in brick work for contractors facility of work must have to be filled up with cement concrete (6 : 3 : 1) with Jhama Khoa before plastering at their own cost.
12. To make the proper level and gradient in floor under-flooring with cement concrete (4 : 2 : 1) with stone-chips, if necessary, will have to be done by the Contractor for which no separate payment will be made.
13. Deduction of Income Tax @ 2% (two percent) will be recovered from each of the Running Bill of the work. The recovery will be made from the gross amount of the bill i. e. without any adjustments on account of the cost of the materials issued by the Zilla Parishad.
14. For cogent reasons over which the contractor had no control and which retarded the progress of work, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of the contract. No claim whatsoever for idle labour, additional establishment, costs of hire and labour charges of Tools and Plants etc. would be entertained under any circumstances. The contractor must consider the above probable factors while quoting his rate.
15. The provision of a Power of Attorney, if any, must have the approval of the authority in the Zilla Parishad, otherwise the Parishad shall not be bound to give cognizance of such Power of Attorney.
16. The contractor should return all empty bitumen drum to the Zilla Parishad Godown / Stackyard at his own cost. Damaged bitumen drum will not be accepted. Shortage of empty drums will be recovered from the bill of the contractor at the issue rate of empty drum as specified in P. W. Roads Schedule of Rates.

*Additional Executive Officer
Bankura Zilla Parishad*

B.O.Q.for repairing of central laboratory of PMGSY Cell under Bankura Division.

SI No	Description of item	Unit	Quantity	Rate	Amount
1	Dismantling terraced roof in ground floor roof (including floor finish, if any.) taking out carefully tiles with beams, joists, tees or burgahs covering floor below, sorting and stacking serviceable materials at site and removing rubbish as directed within a lead of 75m.	m3	24.15	137.98	3332.22
2	Stripping off worn out plaster and raking out joints of walls, ceilings etc. upto any height and in any floor including removing rubbish within a lead of 75m as directed	m2	217.80	11.24	2448.07
3	Dismantling artificial stone flooring upto 50 mm. thick by carefully chiselling without damaging the base and removing rubbish as directed within a lead of 75 m.a) In ground floor including roof	m2	91.35	29.75	2717.66
4	1st class brick work of width 200 mm. with non-modular bricks in cement sand mortar (1:6) .(b) In superstructure ground floor	m3	8.53	3614.86	30834.76
5	125mm thick brick work with first class bricks in cement mortar (1:4) in ground floor)	sqm	41.00	577.00	23657.00
6	Hire and labour charges for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight	m2	159.18	252.10	40129.28
7	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes.(a) Pakur Variety	m3	25.57	5262.14	134552.92
8	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, place in proper position.	MT	2.00	55888.86	111777.72
9 (a)	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor). Inside 15mm thick.	m2	356.30	107.32	38238.12
9(b)	Outside plaster 20mm thick	m2	50.00	125.51	6275.50
10	Artificial stone in floor, dado, staircase etc with cement concrete (1:2:4) with stone chips, laid in panels as directed with topping made with ordinary or white cement (as necessary) and marble dust in proportion (1:2) including smooth finishing. 25 mm	m2	102.00	228.00	23256.00
11	White washing including cleaning and smoothening surface thoroughly.(a) One coat	m2	315.30	8.10	2553.93

B.O.Q.for repairing of central laboratory of PMGSY Cell under Bankura Division.

SI No	Description of item	Unit	Quantity	Rate	Amount
12	Colour washing with "ELLA" with a coat of white wash priming including cleaning and smoothening surface thoroughly : (i) Internal (all floors) (b) Two coats	m2	315.30	13.74	4332.22
13	Collapsible gate with 40mm x 40mm x 6mm Tee as top and bottom guide rail, 20mm x 10mm x 2mm vertical channels 100mm apart in fully stretched position 20mm x 5mm M.S. flats as collapsible bracings properly rivetted and washered including 38mm steel rollers.	m2	3.15	2910.20	9167.13
14	M.S or W.I. Ornamental grill of approved design joints continuously welded with M.S, W.I Flats and bars of windows railing etc fitted and fixed with necessary screws and lugs in ground floors. (10 to 16 kgs.)	qntl	0.58	6356.94	3687.03
15	M.S structural works in columns beams etc with simple rolled structural members (e.g) joist angle channel section confirming to I.S :226, I.S: 808 & S.P (6)- 1964 connected to one another with brackets gussets cleats as per design, direction of E.I.C complete including cutting to requisite shape & length fabrication with necessary bolting metal arc welding confirming to I.S 816: 1956 & I.S:1995 using electrodes of approved make and grade confirming to I.S 814: -1957 , haulages hoisting & erection all complete. The rate includes the cost of rolled steel section, consumable such as electrodes, gas and higher charges of all tools and plants and labour required for the work including all incidental charges such as electricity charges ,labour insurance charges etc including handling charges of materials for the work complete. ii) For structural works in roof trusses etc using joists, channels and angles of specified section weighing not less than 22.5 kg/m.	MT	0.3	76260.55	22878.165
16	Wood work in door and window frame with rebate cutting, fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame excluding cost of concrete, Iron Butt Hinges and M.S clamps. Sal	m3	0.084	58109.00	4881.16
17	Panel (made of single plank) of door and window shutters to design as directed: In Ground Floor (Payment to be made on area of exposed new work). (In case of non-supply of single plank penal rate of reduction of maximum of 30% will be made).(ii) 19mm thick Gamar	m2	3.60	2601.87	9366.73
18	Galvanised corrugated iron sheet work (excluding the supporting frame work) fitted and fixed with 10mm dia J or L hook bolts limpted and bitumen washers and putty complete with 150mm end lap and on corrugation minimum site lap, (payment to be made on area of finished work). (G.C.I sheet to be supplied by the contractor) In roof a) with 0.6mm thick sheet.	sqm	11.15	410.39	4575.85

B.O.Q.for repairing of central laboratory of PMGSY Cell under Bankura Division.

SI No	Description of item	Unit	Quantity	Rate	Amount
19	Galvanised iron sheet eaves gutter fitted and fixed with necessary 50mm x 6mm M.S flat bar, clams bent to design bolts,nuts, washers etc complete.Eaves gutter made of 0.63mm sheets(300mm end laping)	m	4.00	443.41	1773.64
20	a) Priming one coat of steel or other metal surface with synthetic oil bound primer of approve quality including smoothing surfaces by sand papering etc.	sqm	6.75	23.03	155.45
21	b) Priming one coat of timber or plaster surface with synthetic oil bound primer of approve quality including smoothing surfaces by sand papering etc.	sqm	33.50	30.75	1030.13
22	Wood work in door and window frame with rebate cutting fitted and fixed in position completed including a protective coat of painting at the contact surface of frame excluding cost of concrete, Iron, Butt, Hinges and M.S. Clamp(SAL)	cum	0.156	58109.00	9065.00
23	Pannel (made of singles plank) of Door & Window shutters to design as directed, in ground floor(payment to be made on area of exposed new work).(In case of non supply of single plunk pannel rate of reduction to max. 30% will be made.) 19mm thick.(Gammer)	sqm	6.400	2601.87	16651.97
24	Painting with superior quality aluminium paint of approved make and brand including smoothening surface by sand papering etc. on steel surface. Two Coat	sqm	6.750	37.77	254.95
25	Painting with best quality synthetic enamel paint of approved make & brand including smoothening surface by sand paperring etc including using of approve putty etc on the surface if necessary. - Two coat	sqm	102.620	62.50	6413.75

B.O.Q.for repairing of central laboratory of PMGSY Cell under Bankura Division.

SI No	Description of item	Unit	Quantity	Rate	Amount
26	Providing and fixing of false ceiling with powder coated exposed G.I grid suspension system.(E - Grid T - 2430/1510 or equivalent load carrying capacity with mid span deflection 1/360 span with hanger spacing of 1200mm c/ c) Consisting of Main Runner 3600mm long, Cross Tee 1200mm/600mm long and Wall Angle.The Wall Angle shall be fixed on PVC dash Fasteners on the perimetre of the wall by steel screws with distance 300 mm c/c . The main runner to be placed @ 200mm. The Cross Tee 1200mm will be inserted in the pre-cut slots of main runner at regular interval of 600mm to form a modular grid of 1200mm x 600mm . Additional Cross Tee s of 600mm shall be placed perpendicular to the Cross Tee 1200mm long.To finally form a Grid of 600mm x 600mm Grid of module size 600mm x 600mm shall be supported by 6mm dia G.I wire from purlin or soffit.4mm thick high pressure steam cured non asbestos fibre cement standard ceiling board (Density greater than 1300 kg/cum)of size 595mm x 595mm ,conforming to I.S 14862 & type - B category III of I.S.O 8336, tested as per A>S- 1530 part -3 & B.S - 476,part 4,5,6,7,8 shou	cum	1.420	57931.27	82262.40
27	Ceiling of masonite board as per design fitted and fixed complete (excluding the supporting frame work butt including necessary wood battens of size 40mm x 25mm). In ground floor 4.5mm thick.Local Sal	sqm	11.150	547.32	6102.62
28	Dry distemparing to interior walls or Ceiling including cleaning ,Washing , Smoothing surface .	sqm	40.000	31.92	1276.80
29	Applying decorative cement base paint of approve quality after preparing the surface including scraping the same throughly.(plaster or concrete surface) as per manufacturer's specification (in ground floor) . Two Coats	sqm	50.000	42.63	2131.50
Total					605779.66
					605779.66
30	Repairing of eletrification work L.S.				15580.00

Total 621359.66
Say **621360.00**

Rupees Six lakh twentyone thousand three hundred and sixty only.