

West Bengal Industrial Infrastructure Development Corporation
(Established under W.B. Act XXV of 1974)
Plot No.-10, Block-DJ, Sector-II, Salt Lake City, Kolkata-700 091

Memo No : Infra/Eng/1W-2/93/II/278

Dated 06.02.2023

NOTICE INVITING e-TENDER

No. IIDC_16E_2022_2023 OF THE SUPERINTENDING ENGINEER, WBIIDC

TENDER ID NO:

(Through Pre-qualification)

For viewing Tender : <https://wbtenders.gov.in/nicgep/app>

The Superintending Engineer, West Bengal Industrial Infrastructure Development Corporation,
invites e-tender for the work detailed in the table below. (Submission of Bid through **online**)

| Sl. No. | Name of Work | Estimated Amount (in Rs.) | Amount of Earnest Money (in Rs) | Cost of Tender Document (in Rs) | Period of completion | Name of concerned Division | Eligibility of Bidder |
|---------|---|---------------------------|---------------------------------|---------------------------------|----------------------|----------------------------|---|
| 01 | Electrical installation of G + 3 Storied Building for Skill Development Cum Training Centre at Bishnupur Industrial Growth Centre, Dwarika, District-Bankura. | 39,56,163.00 | 79123.00 | 1180.00 (Per Set) | 30 Days | Head Office, WBIIDC | Bonafied, reputed, reliable, experienced and resourceful contractor having requisite credential in similar type of work as stated in the NIT. |

In the event of e-filling, intending bidder may download the tender documents from the website:<https://wbtenders.gov.in>. directly with the help of Digital Signature Certificate.

Necessary cost of Tender Document (tender fees) and Earnest Money have to be deposited within the stipulated period by the bidder through the following payment mode as per Memorandum of Finance Department , Govt. of West Bengal vide No. 3975-F(Y) dated 28th July, 2016 (Refer: "Annexure-I in Bidders guide line") :-

- Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway.**
- Payment through RTGS/NEFT.**

The original documents should be submitted physically for verification to the Estimating Section of the Superintending Engineer, within the stipulated period as stated in NIT. However the

Department (Tender Inviting Authority) will not be held responsible for late delivery or loss of the documents so mailed through post/courier. **Bidder should note that non-submission of documents for physical verification to the Estimating Section of the Superintending Engineer, as mentioned in Sl. No. 18 - Important Information, will lead to rejection of Bid, without any reference.** Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the <https://wbtenders.gov.in> . Tender document may be downloaded from website & Submission of Technical Bid/Financial Bid as per tender time schedule stated in Sl. No.18. The documents submitted by the bidders should be properly indexed & digitally signed.

In terms of Finance Department , Audit Branch, Govt. of West Bengal's Notification No. 4374-F(Y) dated 13th July, 2017, the Bidder has to upload valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017, along with his bid. The Bidder should note that bid submitted without GSTIN will be summarily rejected.

1. Both Technical document and Financial Bid are to be submitted in technical (Statutory & Non.-Statutory Folder) and financial folder concurrently duly digitally signed in the website <http://wbtenders.gov.in>. **Bidder should note that when cost of work exceeds Rs.1.00 Crore, bidder should provide declaration with requisite details that in his establishment there is at least 1(one) Degree holder Electrical Engineer and 2(two) Diploma holder Electrical Engineers who will be posted in work site. Bidder should furnish necessary undertakings.**
2. The Technical document and Financial Bid be submitted online on or before **20.02.2023 up to 05.00 p.m.** The Financial Offer of the prospective tenderer will be considered only if the TECHNICAL Document (both statutory and non-statutory) of the tenderer found qualified by the Superintending Engineer/ Tender Committee, WBIIDC. The decision of the Superintending Engineer/ Tender Committee, WBIIDC will be final and absolute in this respect. The list of both Responsive and Non-Responsive Bidders will be displayed in the website and also in the Notice Board of the office of ,WBIIDC, on the scheduled date and time.
3. **Eligibility criteria for participation in the tender.**
 - i) Intending tenderers should produce credentials of **a similar** nature of completed work of the minimum value of **40% (Forty percent)** [price updated @ 10% per annum compoundable from the date of completion of work] of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice ; or,
 - ii) Intending tenderers should produce credentials of **2 (two)** similar nature of completed work, each of the minimum value of **30% (Thirty percent)** of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice ; or.
 - iii) Intending tenderers should produce credentials of **one single running work** of similar nature which has been completed to the extent of **80% Eighty percent)** or more and value of which not less than the value (i) above ;

In case of running works, only those tenderers who will submit the certificates of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

N.B.:- Completion certificate should contain a) Name of work, (b) Name and address of Client, (c) Amount put to tender, (d) Date of commencement of work (e) Date of completion of work, (f) Final Bill Value. Completion certificate must be attached with respective work order and work schedule. This completion certificate be issued by engineering officer not below the rank of Executive Engineer or for non-engineering organization by Drawing and Disbursement Officer of concerned Accounts Office. Payment Certificate will not be treated as credential.

- iv) A bidder is not permitted to participate , if he has been debarred or penalized for any reasons out of work, by any Government department. During the bidding process if it is found that the firm has been debarred or penalized by any Govt. Department, the bid will be rejected out right.
- v) n terms of Finance Deptt., Govt. of West Bengal G.O.No.4608-F(Y), dt.18.07.18, **when Bid value is 80% or less of Estimated Amount put to Tender**, the bidder shall submit Additional Performance Security @ 10% of the Tendered Amount from any Schedule Bank, before issuance of work order.
- vi) Current Income Tax Acknowledgement Receipt, valid P.T. Deposit Challan, Pan Card, **Goods and Service Tax (GSTIN) Registration Certificate along with Identification Number GST Act, 2017** are to be accompanied with the Technical Bid Documents. [non-statutory documents].

Tax Invoices(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act, 2017.

- vii) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report is to be furnished along with Balance Sheet & Profit and Loss A/c. for the Assessment Year **2021-2022**. [Non statutory Documents]
- viii) Declaration regarding Structure and Organization duly digitally signed by the applicant to be submitted along with application.
- ix) Registered Unemployed Engineers' Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Current N.O.C. from A.R.C.S., Minutes of last AGM. And also submit documents of the society consists at least 10 (ten) members out of

which at least 60% should hold degree or diploma in any branch in Engineering.(Non-Statutory documents)

- x) Joint venture will not be allowed to participate in the above NIT. A prospective bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.
 - xi) An undertaking shall be given stating thereby that the Firm has not been debarred or penalized for any reasons out of work, by any Government Department during last five (5) years.
 - xii) Where there is a discrepancy between the unit rate and corresponding total amount resulting from multiplying the unit rate by the quantity in the BOQ, the unit rate quoted shall govern.
 - xiii) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
 - xiv) The Partnership Firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. [Non statutory Documents]
 - xv) No mobilization/secured advance will be allowed. No price preference will be allowed to any category of bidder.
 - xvi) The executing agency (successful bidder) may not get a running payment unless the gross amount of running bill will reach 30% of the tendered amount. Provisions in Clause(s) 7, 8 & 9 contained in W.B. Form No.2911 (ii) so far as they relate to quantum and frequencies of payment are to be treated as superseded.
 - xvii) The Bidder must have valid Electrical Contractors License with Electrical Supervisor holding Supervisor competency on appropriate/ relevant parts as per I.E. Rules**
- 4. Intending bidder if desires may attend pre-bid meeting.
 - 5. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the **Registration Act, 1908**.
 - 6. The prospective tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed at his own cost.
 - 7. **Apropos Finance Department, Audit Branch, GoWB's Memorandum No.4905-F(Y) dt.17.09.2014, it has now become mandatory to make payment through Electronic**

Mode (e-Payment) directly to Contractor's account. All Bank details are to be submitted by the Executing Agency so that payment can be made online to his Bank Account.

8. **No mobilization / secured advance** will be allowed.
9. All materials such as cement, steel which are required for the proposed scheme as mentioned including cement, steel shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufactured accordingly and **shall be procured and supplied by the agency at their own cost including all taxes.** Authenticated evidence for purchase of cement and steel are to be submitted alongwith challan and test certificates. In the event of further testing opted by the E-I-C then such testing from any Govt. approved testing laboratory shall have to be conducted by the agency at their own cost.
10. Steel materials procure & supply by the contractor shall be of TOR steel rod / HYSD / TMT Bar of Fe415, Fe500, Fe550/550D grade (The grade to be decided by the E-I-C or as per instruction reflected on the approved drawing of this department or as stipulated in the departmental priced schedule of rates.
11. Cement procurement and supply by the contractor shall be of Ordinary Portland Cement 53 grade, 43 grade conforming (IS 8112) or PPC/PSC (The grade to be decided by the E-I-C or as per instruction reflected on the approved drawing of this department or as stipulated in the departmental priced schedule of rates.
12. The Contractor shall also abide by the provision of the child labour (Prohibition and regulation Act.1986). No labour below the specified age (as per G.O.) shall be employed on the work.
13. **Intending bidder may submit/ produce original documents as specified in Sl. No.18 "Important Information , Date and Time Schedule" Sub No. 6, at "West Bengal Industrial Infrastructure Corporation, Plot No.-10, Block-DJ, Sector-II, Salt Lake City, Kolkata-700091"**
14. Constructional Labour Welfare Cess @ 1(one) % of cost of construction will be deducted from every Bill of the selected agency, Vat, Royalty & all other statutory Levy/Cess will have to be borne by the contractor & the rate in the schedule of rates is inclusive of all such taxes and cess as stated above.
15. In connection with the work of value up to Rs.100 lakh Arbitration will not be allowed. The Clause No. 25 of WBIIDC Form No. 1 is to be considered in this regard.
16. **In no case permission will be accorded to any firm for more than 1 (one) job.**
17. **Bids shall remain valid** for a period not less than **120 (One hundred twenty) days** after the dead line date for Financial Bid / Sealed Bid submission. Bid valid for a shorter period shall be rejected by the Superintending Engineer, WBIIDC as non-responsive. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

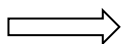
18. Important information

Date & Time Schedule

| Sl. No. | Particulars | Date & Time |
|---------|--|--|
| 1. | Date of uploading of N.I.T. Documents (online) (Publishing Date) | 06.02.2023 |
| 2. | Date of Pre-Bid Meeting | 08.02.2023 up to 3.00 p.m. |
| 3. | Documents download / sell start date (Online) | 06.02.2023 at 06.00 p.m. |
| 4. | Documents download / sell end date (Online) | 20.02.2023 at 05.00 p.m. |
| 5. | Bid submission start date (Online) | 06.02.2023 at 05.00 p.m. |
| 6. | Bid Submission closing date (Online) | 20.02.2023 at 05.00 p.m. |
| 7. | Date of submission of intimation of deposition of the cost of Tender Documents and Earnest Money deposit and verification from original copies for i) Completion certificate with work order ,ii) P.Tax registration certificate and current P. Tax deposit challan, iii) PAN Card, iv) Income Tax Return for assessment year 2021-2022, v) Tax Audited Report for assessment year 2021-2022, vi) GST registration certificate, vii) partnership deed/ company's article of association and memorandum, viii) for registered unemployed engineers' co-operative society- bye law, current audit report, current N.O.C. from A.R.C.S. etc., ix) prequalification application(sec-B, form-I), x) structure & organization (section-B, form-III) and experience profile (section-B, form-V) (Off line),xi) valid Electrical Contractors License with Electrical Supervisor holding Supervisor competency on appropriate/ relevant parts as per I.E. Rules | 21.02.2023 and 22.02.2023 (From 10.30 a.m. to 05.00 p.m.) AT :- a) West Bengal Industrial Infrastructure Development Corporation, Plot No.-10, Block-DJ, Sector-II, Salt Lake City, Kolkata-700 091. |
| 8. | Bid opening date for Technical Proposals (Online) | 23.02.2023 after 10.30 a.m. |
| 9. | Date & Place for opening of Financial Proposal (Online) | To be notified during uploading of Technical Evaluation Sheet of Bidders |
| 10. | Date of uploading of list of bidders along with the offer rates through (online) | Within 5 (Five) working days after opening of Financial Proposal |
| | Also if necessary for further negotiation through offline for final rate | If required, will be notified within 3 (Three) working days after uploading the offered rates of Bidders |

LOCATION OF CRITICAL EVENTT

**Bid opening Place
(including Pre-Bid Meeting)**



West Bengal Industrial Infrastructure Development Corporation
Plot No.-10, Block-DJ, Sector-II, Salt Lake City,Kolkata-700 091

19. PLANTS AND MACHINERIES ;

- a) Plant Machineries and equipments should be owned or arranged through lease hold agreement by the bidders.
- b) Conclusive proof of ownership in favour of Bidder in case of own machineries/equipment or in favour of Lessor in case of leased machineries/equipments **(in the form of Tax invoice, Way Bill, Delivery Challan)**, for each plant and machineries in working condition shall have to be submitted. In case of Hot Mix Plant both in batch type and Drum Type, Paver finisher, Concrete batching and mixing Plant, DMC/Hydraulic Piling Rig, concrete paver, vibratory roller (if such machineries/equipments are required as per Section-B, Form-IV), maximum age of the plants, machineries will be 5 years as on the date of publication of NIT. **It may be extended upto 7 years** after getting fit certificate from the manufacturer and this certificate should be produced at the time of submission of bid. All other machineries and equipments should be in running condition.

All plants, machineries and equipment will be verified by the competent authority before execution of the work.

- c) In case of Batch type Mixing plant, proof of advance payment receipt (receipt alongwith proforma Invoice from manufacturer with details address and telephone no., Scan copy of Bank Draft in support of payment, Bank Statement) from the manufacturer should be produced and in such case 25% payment against the total cost of the plant/machineries have to be made by the bidders, if required.
- d) If the machineries have been engaged in other works then name of client along with his contract number and Email address should be furnished in the declaration by the intended tenderer and the present location (working place) should also be given with tentative date of release of plant & machineries.
- e) In this connection self declaration (proforma enclosed in Section-B, Form-VI) shall also have to be submitted alongwith the tender and it should be declared that statement of fact related to the mode of ownership of machineries are true and it also to be clearly stated that required specified machineries shall be installed at the working site within 45(forty five) days (Maximum) from the date of L.O.A./LOI/work order.
- f) In case where used/old Plant and Machineries are purchased registered sale deed has to be submitted with Tax invoice, Way Bill, Delivery Challan of the owner(s), alongwith Bank Statement & incorporation in the Balance Sheet as fixed asset of the bidder as a proof of ownership.

20. **Price preference** will not be allowed in this Nle-T.

21. The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Engineer-in-Charge at his own cost from the date of

- completion of the work. If any defect/ damage is found during the period as mentioned above contractor shall make the same good at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.
22. All Bidders are requested to present in the Office of the West Bengal Industrial Infrastructure Development Corporation during pre-bid meeting , opening the financial bid and provide signature with seal. The Superintending Engineer, West Bengal Industrial Infrastructure Development Corporation, may call Open Bid / Seal Bid after opening of the said bid or at any later date to obtain the suitable rate further, if it is required. No objection in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal tenderer will be entertained in the Bid further.
23. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
24. **Earnest Money:** The Bidder has to compulsorily deposit amount of Earnest Money being **Rs.79,123.00 (Rupees Seventy nine thousand One hundred and Twenty Three)** only for this work. This clause is also applicable for all categories of applicants. Bid submitted without earnest money be summarily rejected. This earnest money will be converted to security deposit for successful bidder. From progressive bill/s balance amount will be deducted, so that total security deposit amount will be 10% of value of work executed. Combined SOR 2017 of PWD (WB) { Vol.I, II & III} w.e.f. 01.11.2017 and latest edition of the book of name "specification for Road and Bridge Works' of the M.O.R.T. & H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works shall deem to constitute a part of contract under this NIT.
25. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting e-Tender, before submitting offer with full satisfaction. The cost of visiting the site shall be at his/her own expense.
26. The Bidder has to compulsorily deposit cost of Tender Document (Tender Fee). The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids no cost of tender documents shall be reimbursable by the West Bengal Industrial Infrastructure Development Corporation. The Superintending Engineer/ Tender Committee, West Bengal Industrial Infrastructure Development Corporation

reserves the right to reject any application for purchasing Bid Documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any bidder at the stage of Bidding.

27. **Refund of EMD** : The Earnest Money of all the unsuccessful Tenderers, deposited online, shall be refunded in accordance with the **Memorandum of Finance Department vide No. 3975-F(Y) dated 28th July, 2016 (Refer: "Annexure-I in Bidders guide line")**.
28. **Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.**
29. **Defect Liability Period (DLP)** : Prospective bidders shall have to execute the work in such a manner so that appropriate service level of the building is to be maintained during stipulated contractual period till completion and an appropriate period as the case may be as per provision of G.O.No.5784-PW/L & A/2M-175/2017 dt.12.9.17 of the Pr. Sec., P.W.D. If any defect/damage is found during the period as mentioned above the contractor shall make the same good at his own expense to the specification at part with instant project work, or in default, the Engineer-in-charge may cause the same to be made good by other agency and deduct the expenses (of which the certificate the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contractor, or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof. Refund of Security Deposit will only be made as per provision of G.O.no.5784-PW/L & A/2M-175/2017 dt.12.09.2017 of the Pr. Sec., P.W.D.
 - A. For **Electrical work** :- Defect Liability Period will be 3 (Three) Months and Full Security Deposit will be refunded to the contractor on expiry of Three months from the actual date of completion of the work.
30. **Conditional/ Incomplete tender will not be accepted under any circumstances.**
31. The intending tenderers are required to quote the rate on line.
32. Contractor shall have to comply with the provisions of (a) the Contract Labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) Minimum Wages Act. 1948 of the notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.
33. Rates: As stated in priced schedule of work in the tender document.
34. In case of ascertaining authority of intending bidders at any stage of tender process or execution of work, necessary registered irrevocable power of attorney is to be produced as and when asked for by the Tender Inviting & Accepting Authority / Engineer -in-Charge.
35. During the scrutiny, if it comes to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without

any prejudice. The Superintending Engineer, West Bengal Industrial Infrastructure Corporation reserves the right to cancel the N.I.T. due to unavoidable circumstances without assigning any reason, whatsoever, to the bidders and no claim in this respect will be entertained

36. In case if there be any objection regarding pre qualifying the Agency that should be lodged to the Superintending Engineer, West Bengal Industrial Infrastructure Corporation. within 2 days (48 Hours) from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the .Superintending Engineer, West Bengal Industrial Infrastructure Corporation.
37. Before issuance of the WORK ORDER, the tender inviting authority may verify the credential and other documents of the lowest tenderer (L1) if necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances and the Earnest Money deposited by the bidder will be forfeited by the Tender Inviting Authority without assigning any reason thereof.
38. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence.

NIT

WBIIDC Form No.1

General Conditions of Contract

EMD Details

BOQ

Special Terms and Conditions and Specifications.

Instruction to the bidders

Annexure-1

Technical Bid

Financial Bid

39. Qualification criteria

The tender inviting & Accepting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding.

- a. Financial Capacity
- b. Technical Capability comprising of personnel & equipment capability
- c. Experience / Credential

The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned in a, b, c above. If any document submitted by a bidder, is either manufactured or false, in such cases the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice.

40. The successful bidder has to submit the detailed work programme i.e. Bar Chart to the Engineer-in-Charge.

41. Computerised Measurement Books (CMB's) and Bills to be submitted by the contractor:

Application and format of the Computerised M.B.

The conventional Measurement Books shall be replaced by a bound volume of computerised measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Division Office. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerised Measurement Books shall be maintained in a separate Register in prescribed format. The same format as in existing Measurement Books shall be used for the Computerised Measurement Books. The measurements shall be carried forward from the previous recorded measurements as per the existing procedure.

Mode of measurements

The measurements shall be recorded and entered in computerised format in the first instance by the contractor, and a hard copy shall be submitted to the Department. All entries shall be made exactly as per the existing procedure. These measurements shall then be 100% checked by the Sub Assistant Engineer. If Sub Assistant Engineer is not available, the Assistant Engineer shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerised measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound on the lines of the conventional Measurement Books now in use, and with its pages machine numbered. The Assistant Engineer and the Executive Engineer shall test check these computerised measurements as per the existing instructions. This book shall be treated as a Computerised Measurement Book. The Sub Assistant Engineer, Assistant Engineer and the Executive Engineer shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerised Measurement Book. The Computerised Measurement Book shall be allotted a serial number as per the Register of Computerised Measurement Books.

Cutting or over-writing in the computerised M.B. not allowed

- The Computerized Measurement Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing.
- It is the responsibility of the Junior Engineer or the Assistant Engineer as the case may be to ensure that the checks and test checks done by them in the initial draft measurements are correctly incorporated in the Computerized Measurement Book before they record their certificates.
- In case of any error, the Computerised Measurement Book shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerised bill is submitted to the Division for payment.
- The contractor shall submit soft and as many hard copies of Computerised Measurement Books as may be required, for the purpose of reference and record in the various offices of the department.

42. The contractor undertakes to have the site clean, free from all surplus materials, rubbish etc. up to the satisfaction of the Engineer-in-Charge. All surplus materials, rubbish, etc. will have to be removed to the places fixed by the Engineer-in-Charge and nothing extra will be paid in this score.
43. If any documents/Formats/B.O.Q. are found in altered/Tempered shape other than the shape uploaded in the web portal of P.W.D. their participation in the tender will be treated as cancelled and participation in other tender in future may not be considered too.

44. Debarment of Contractor, Supplier and Consultant participating for works under WBIIDC

Penal measures of suspension and debarment will be imposed upon the suppliers, contractors and consultants who are participating in the tender process as well as selected for execution of public works for their false declaration of forgery or falsification of records submitted or failure to execute committed contract or for their failure to perform contractual obligations and thereby resulting delay in execution of the public works or execution of faulty works. Action will be taken as per Memorandum No.547-W(C)/1M-387/15 dt.16.11.2015 of the Joint Secretary to the Govt. of west Bengal, Public Works Department.

Superintending Engineer
West Bengal Industrial Infrastructure Development Corporation

SECTION – C

SPECIAL TERMS AND CONDITIONS

GENERAL:

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as stated in the Public Works Department, Schedule of Rates for works in West Bengal.

The project should be executed as per IS code /IRC/MOST /MORTH standards regarding the quality of materials and various item of works.

For general conditions and general specifications of items of works related to supply and carriage works, not appearing in the aforesaid Schedule of Rates relevant PW(Roads) Schedule of Rates in force for the working area will be considered.

TERMS & CONDITIONS IN ORDER TO PRECEDENCE:

If the stipulations of the various components of the contract documents be at variance in any respect, one will over-ride the other (only in so far as those are at variance) in the order of precedence as given below:

- a) General conditions of contract
- b) Special terms and conditions and specifications
- c) Notice Inviting e-Tender
- d) Schedule of probable items with approximate quantities
- e) WBIIDC FORM No-1

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:

The word "Engineer-In-Charge" means the Executive Engineer, Division-in-charge of the concerned Division. The word "Department" appearing anywhere in the tender documents means West Bengal Industrial Infrastructure Development Corporation who have jurisdiction, administrative or executive over part of whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-In-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-In-Charge. The work shall have to be taken up within seven days of the receipt of the work order. Failure to do so will constitute a violation of the contract stipulation as regards proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

CONDITION IN EXTENDED PERIOD:

As per Clause 5 of WBIIDC FORM NO.1. as the case may be when an extension of time for completion of work is authorized by the Engineer-in-charge, it will be taken for granted that the validity of the contract is extended automatically upto the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.

CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road/building users and occupants, if any. All arrangements and program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-In-Charge are due to the negligence of the contractor, are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-In-Charge.

TRANSPORTATION ARRANGEMENT:

The contractor shall arrange for all means of transport including Railways wagons, including Inter State Transfer Way Bill if be required for carriage and supply of materials and also the materials required for the construction work If Railways Wagons are not available, the Contractor will have to depend on transport of materials by road as necessary to complete the work in time and the contractor must consider this aspect while quoting rate.

CONTRACTOR'S SITE OFFICE:

The contractor shall have an office adjacent to the work as may be approved by the Engineer-In- Charge where all directions and notice of any kind whatsoever which the Engineer-In-Charge or his representative may desire to give to the contractor in connection with the contract may be left and same when left at or sent by post to such office or delivered to the Contractor's authorized agent or representative shall be deemed to be sufficiently served upon the contractor.

INCIDENTAL AND OTHER CHARGES:

The cost of all materials, hire charges to Tools and plants, Labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), Electricity and other charges of Municipalities or statutory Bodies, Ferry charges, Toll Charges, Loading and unloading charges, Handling charges overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax etc. All other charges for the execution of the complete, or finished work, or in case of supply of materials, and for carriage to the entire satisfaction of the Engineer-In-charge of the work. No claim whatsoever in this respect will be entertained.

AUTHORISED REPRESENTATIVE OF CONTRACTOR:

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

- a) General day to day management of work
- b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the Contractor.

The selection of the authorized representatives subject to the prior approval of the Executive Engineer /Division In Charge concerned and the contractor shall in writing seek such approval of the Executive Engineer/Division In Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified in Clause 9 (a), (b) and (c) which the representative will be authorized for even after first approval, the Executive Engineer / Division In-charge may issue at any subsequent date.

Revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Executive Engineer/Divisional-in-Charge shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor himself.

POWER OF ATTORNEY:

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department shall not be bound to take cognizance of such of attorney.

EXTENSION OF TIME:

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & Plants etc., would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause 5 of the printed form of WBIIDC FORM NO-1.

CONTRACTOR'S GODOWN:

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if a solid raised flooring is made, cement is to be stored on bamboo or timber tonnage to the satisfaction of the Engineer-In-Charge. No separate payment will be made for these godowns or for the store yard. Any cement which is found at the time of use to have been damaged shall be rejected and must immediately to remove from the site by the Contractor or deposited as directed by the Engineer-In-Charge.

ARRANGEMENT OF LAND:

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available may be spared for the purpose on usual charges as fixed by the Competent Authority.

USE OF GOVERNMENT LAND:

The contractor shall make his own arrangements for storage of tools, plant, equipments, materials etc. of adequate capacity and shall clear and remove on completion of work and shed, huts etc. which he might have erected in Government Land or WBIIDC owned land. Before using any space in Government Land or WBIIDC owned land of any purpose whatsoever, approval of the Engineer-In- charge should be needed.

ROYALTY:

The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, Moorum, gravel etc. to the Engineer-In-charge before preparation of bill for payment when they collect the materials directly from the source. If they collect the materials from the authorized quarry holder or commercials establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Engineer-In-Charge, failing which necessary deduction from the dues of the contractor may be made as fixed by the Engineer-In-Charge.

WORK ORDER BOOK:

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order book to Assistant Engineer concerned, who is authorized to receive and keep in custody the Work Order Book on behalf of the Engineer-In-Charge. The Work Order Book shall be kept at the site of work under the custody of Assistant Engineer office or his authorized representative. The Work Order Book shall have machine numbered pages in duplicate directions or instruction from Departmental officers to be issued to the Contractor will be entered (in duplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on 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 and guidance.

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

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

- a) Name of the Work :
- b) Reference to contract number :
- c) Contractual rate in percentage :
- d) Date of opening of the Work Order Book :
- e) Name and address of the Contractor :
- f) Signature of the Contractor :
- g) Name & address of the Authorized representative :
(if any of the contractor authorized by him)

h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor

i) Signature of the authorized representative duly attested by the Contractor

j) Signature of the Assistant Engineer concerned

k) Date of actual completion of work

l) Date of recording final measurement

Entries in (k) & (l) above shall be filled in on completion of the work and before the Work Order Book is recorded in Presence of Assistant Engineer Concerned.

CLEARING OF MATERIALS:

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

SUNDRY MATERIALS:

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-In-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All petty and sundry material like, pegs, strings, nails, flakes instruments etc. and also skill labour require for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.

SUPPLEMENTARY / ADDITIONAL ITEM OF WORKS:

Notwithstanding the provisions made in the related printed tender Form (if any) any item of the work which can be legitimately be considered as not stipulated in the specific schedule of probable items of

work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor if so, directed by the Engineer-In-Charge and the rates will be fixed with manner as stated below :-

- a) Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- b) Rate of supplementary items shall be analysed to the maximum extend possible from rates of the allied items of work appearing in the P.W Department schedule of rates for Building and S&P alongwith all addenda and corrigenda of probable items of work forming part of tender document Rates for the working area enforce at the time of preparation of tenders schedule.
- c) In Case, addition items do not appear in the above P.W Department Schedule of Rates. such items for the works shall be paid at the rates entered in the Public Works(Roads) Department Schedule of Rates alongwith all addenda and corrigenda for the working area enforce at the time of preparation of tender schedule.
- d) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items work,
 - i)for building work 5 % overhead, 10 % Contractor's profit & 1 % Labour Welfare Cess
 - ii) For S & P Works 5 % overhead, 10 % Contractor's profit & 1 % Labour Welfare Cess
 - iii) For Supplied Items 10 % Contractor's profit & 1 % Labour Welfare Cesswill be allowed only
No contractual percentage will be applicable

Unbalanced market rates shall never be allowed

Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b) & (c) stated above only.

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

COVERED UP WORKS:

When one item of work is to be covered up by another item of work the later item shall not be done before the formal Item has been measure up and has been inspected by the Engineer-in-charge or the Assistant Engineer, as the authorized representatives of the Engineer-In-Charge and order given by him or proceeding with the later item of work. When however, this is not possible for practical reasons, the Sub Assistant Engineer, if so, authorized by the Assistant Engineer may do this inspection in respect of minor works and issue order regarding the later item.

APPROVAL OF SAMPLE:

Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-charge and checking the quality of such materials shall have to be done by the concerned Department prior to utilization in work.

WATER AND ENERGY:

The contractor shall have to arrange for their own source of energy for operation of equipments and machineries, driving of pumping set, illuminating work site, office etc. that may be necessary in different stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials and Tools and Plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food staff, medical aid etc. are to be arranged for by the contractor. The cost of transport of labour, materials and all items as aforesaid shall also have to be borne by the Contractor.

DRAWINGS:

All works shall be carried out in conformity with the drawings supplied by this Department. The Contractor shall have to carry out all the works according to the departmental general arrangement drawing and detail working drawings to be supplied by the Department from time to time.

SERVICEABLE MATERIALS:

The responsibility for stacking the serviceable materials obtained during dismantling of existing structure/road (to be decided by the Engineer-in-charge) and handing over the same to the Engineer in-charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recovered from the Contractor's bill at rates as will be assessed by the Engineer-in-charge.

UNSERVICEABLE MATERIALS:

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dress up and clear the work site after completion of work as per direction of the Engineer-in-charge. No extra payment will be made on this account.

CONTRACTOR'S RISK FOR LOSS OR DAMAGE:

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.

IDLE LABOUR:

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

CHARGES AND FEES PAYABLE BY CONTRACTOR:

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

ISSUE OF DEPARTMENTAL TOOLS AND PLANTS:

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost. However, if Departmental tool and plants are used then all cost of the fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

REALISATION OF DEPARTMENTAL CLAIMS:

Any some of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government

for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

COMPLIANCE OF DIFFERENT ACTS:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he/she fails to do so, Executive Engineer / Division-In-Charge of WBIDC may at his/her discretions, take necessary measure over the contract.

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

The contractor shall be bound to furnish the Engineer-In-Charge all the returns particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer- In-Charge may at his discretion take necessary measures over the contract.

SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT:

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

- a) Have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department).
- b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others.
- c) Ensure that all lights provided by the Contractor shall be screened so as not to interfere with any.
- d) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,
Signal light of the railways or with any traffic or signal lights of any local or other authority.

COMMENCEMENT OF WORK:

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

PROGRAMME OF WORK:

Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the materials men and equipments. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the, opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein, for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with it the actual progress of work does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

SETTING OUT OF THE WORK:

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any, rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-In-Charge during progress of works. If any, error appears or arise in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-In-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor or their responsibility for correctness and rectification thereof.

PRECAUTIONS DURING WORKS:

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. in case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-In-Charge and necessary precautionary measures as would be directed by the Engineer-In-Charge shall be

carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Executive Engineer of the Division concerned will be recovered from the contractor.

NIGHT WORK:

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatever, in this respect will be made to the contractor.

TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (4th Revision) and IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Engineer-In-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer- In-Charge without any extra cost. Besides this, he/she will carry out tests from outside Laboratory as per instruction of Engineer-In-Charge. The cost of all such tests would be borne by the agency.

TIMELY COMPLETION OF WORK:

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

PROCUREMENT OF MATERIALS:

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

REJECTION MATERIALS:

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

IMPLIED ELEMENTS OF WORK IN ITEMS:

Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are to be deemed as inclusive of the same.

DAMAGED CEMENT:

Any cement lying at contractor's custody which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by Engineer-In-Charge at the costs and expenses of the contractor.

ISSUE OF DEPARTMENTAL MATERIALS:

No Cement and steel will be issued to the contractor.

FORCE CLOSURE:

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

TENDER'S RATE:

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site

conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender clause. **No conditional rate will be allowed in any case.**

DELAY DUE TO MODIFICATION OF DRAWING AND DESIGN:

The contractor shall not be entitled for any compensation for any loss suffered by him due to delays arising out of modification of the work due to non-delivery of the possession of site.

ADDITIONAL CONDITIONS:

A few additional conditions under special terms and conditions:

- a) Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable and unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-In-Charge.
- b) Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other taxes & duties as applicable on the date of submission of bid. If any.
- c) Display board to size 150cm X 90cm is to be provided at site of work with Sal Bullah Post to a height of 1.5 Metre at the cost of the contractor including insertion as directed by the Engineer-In-Charge.
- d) The Contractor is to display caution board at his cost.
- e) Deep excavation of trenches and left out for days should be avoided.
- f) The Contractor or supplier should not import into West Bengal on competitive price basis.
- g) The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
- h) As per Finance (Taxation) Department of Income Tax Will be made from each bill of the contractor as per applicable rate in force.
- i) In accordance with the West Bengal Taxation Laws (amendment) Ordinance Value Added Tax will be deducted from contractor's bill as per existing VAT rules.
- j) Labour welfare Cess will be deducted @ 1 (one) % of gross bill value as per rule.

ARBITRATION:

There shall be no provision for Arbitration for work value upto Rs. 100 lakh. Clause No. 25 of WBIIDC Form No.1 is to be considered in this regard.

SECTION-D

Special Specification for Building and S&P Works

Name of Work : As per Detailed NIT

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

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

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

Unless otherwise stipulated all the works are to be done as per General Specification of "Schedule of Rates" for Building and S&P Works of Public Works Department for the working area enforce at the time of NIT.

DECLARATION BY THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein along with the drawing attached. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction as per drawings referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools and plants, at my/our cost required for the work.

Signature of Tenderer

Postal address of the Tenderer

SECTION A
INSTRUCTION TO BIDDERS
SECTION-A

1. General guidance for e-Tendering

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

1. Registration of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtennders.gov.in> (the web portal of West Bengal Industrial Infrastructure Development Corporation). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature Certificate (DSC)

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

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

4. Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. However, if found, to have applied severally in a single job, all his applications will be rejected for that job.

5. Submission of Tenders.

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned

copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following and submitted in two further covers (folders) as stated herein under.

A-1. Statutory Cover of Technical Bid Containing

i. TECHNICAL DOCUMENTS

- a) Prequalification Application (Sec-B, Form – I,III,V)
- b) **Necessary cost of Tender Document (tender fees) and Earnest Money have to be deposited within the stipulated period by the bidder through the following payment mode as per Memorandum of Finance Department , Govt. of West Bengal vide No. 3975-F(Y) dated 28th July, 2016 (Refer: “Annexure-I in Bidders guide line”) :-**
 - a) **Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway.**
 - b) **Payment through RTGS/NEFT.**

ii. WBIIDC Form No.1

iii. NIT

iv. Special Terms & condition

v. General Condition of contract

vi. BOQ

Note: Properly upload the same Digitally Signed. In case quoting any rate in WBIIDC Form No.-1 the tender liable to summarily rejected

A-2. Non statutory of Technical Bid containing:

- i. Professional Tax (PT) deposit receipt challan for the financial year 2016 - 2017 , PAN Card, IT Return /Saral for the Assessment year 2016-2017 , VAT Registration Certificate.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum.
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- v. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS). Valid bye laws are to be submitted by the Registered labour Co-Op(S), Engineers' Co.-Opt.(S).
- vi. List of Technical staffs along with structure & organization (Section - B, Form - III).

- vii. Credential for completion of at least one similar nature of work under the authority of State/ Central Govt. statutory bodies under State/central Govt. constituted under the statute of the State/ State Govt. having a magnitude of 40 (Forty) percent of the Estimated amount put to tender during the last 5(five) years prior to the date of issue of this NIT is to be furnished. Scanned copy of Original Credential Certificate as stated in 4(i) of NIT has to be submitted. Experience profile is to be submitted as per proforma given in Section-B, Form - V of this NIT.
- viii. Tax Audited Report in 3CD Form alongwith Balance Sheet & Profit and Loss A/c. for the last 5 (five) years (year just preceding the current Financial Year will be considered as year-I).

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

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

| Sl. No. | Category Name | Sub Category Description | Details |
|---------|-----------------|--------------------------|---|
| A. | Certificates | Certificates | 1. VAT Registration certificate. 2. PAN 3. P. Tax (Challan) (2016-2017) 4. Latest IT Receipt 5. IT/Saral for Assessment year 2016-2017 6. Service Tax Regd. No. (if consultation work is required) |
| B. | Company Details | Company Details-1 | 1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. LTD Company (Incorporation Certificate, Trade License) 4. Society (Society Registration copy, Trade License) 5. Power of attorney |
| C. | Credential | Credential-1 | Similar Nature of work done & completion certificate which is applicable for eligibility in this tender. |
| D. | Man Power | Technical Personnel | List of Technical Staffs along with Structures & Organization (As per NIT) |

B. Financial Proposal (in cover folder)

The rate will be quoted in the BOQ. Quoted rate will be encrypted in the B.O.Q. under Financial Bid

Note:- Failure of submission of any of the above mentioned documents in respective folder (as stated in A1, A2 & B) will render the tender liable to summarily rejected for both statutory & non statutory cover.

C. Tender evaluation by the Superintending Engineer,/Tender Evaluation Committee of WBIIDC

- i. Opening & evaluation of tender:

No Bidder is exempted from payment of Earnest Money Deposition.

- ii. Opening of Technical Proposal :- Technical proposals will be opened by the Superintending Engineer, West Bengal Industrial Infrastructure Development Corporation and his authorized representative electronically from the web site stated using their Digital Signature Certificates.
- iii. Intending tenderers may remain present if they so desire.
- iv. Cover (folder) statutory documents (vide Cl. No. 5 A-I) should be open first & if found in order, cover (Folder) for non statutory documents (vide Cl. No. - 5. A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- v. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the Superintending Engineer/ Tender Evaluation Committee, West Bengal Industrial Infrastructure Development Corporation, if required.
- vi. Uploading of summary list of technically qualified tenderers i.e. Responsive Bidders.
- vii. Pursuant to scrutiny & decision of the Superintending Engineer/Tender Evaluation Committee, the summary list of eligible tenders & the serial number of work for which their proposal will be considered and uploaded in the web portals.
- viii. While evaluation, the Superintending engineer/ Tender Evaluation Committee may summon of the tenderer & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

D. Financial Proposal

- i. The financial proposal should contain the following documents in one cover (folder) as stated in Cl. No.5(B) i.e. Bill of quantities(BOQ) the contractor is to quote the rate(Presenting **Above/ Below/ At par**) online through computer in the space marked for quoting rate in the BOQ.
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

6. Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Superintending Engineer, WBIIDC, within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of facts, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Tendering Evaluation Committee may take appropriate legal action against such defaulting tenderer as per relevant IT Act.

The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

7. Award of Contract

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter.

The notification of award will constitute the formation of the Contract.

The Agreement in WBIIDC Form No. 1. will incorporate all necessary documents e.g. i) N.I.T. ii) General condition of contract, iii) Special terms and conditions and specification of works, iv) Different filled-up forms, v) B.O.Q. and the same will be constituted between the Tender Accepting Authority and the successful Bidder.

Superintending Engineer

West Bengal Industrial Infrastructure Development Corporation

SECTION - B

FORM-I

PRE-QUALIFICATION APPLICATION

To

The Superintending Engineer,
WBIIDC,

Ref:- Tender for (Name of the work)
..... (N.I.T. No. of
20... -20... of West Bengal Industrial Infrastructure Development Corporation)

Dear Sir,

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

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

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

We are interested in bidding for the works given in Enclosure to this letter.

We understand that:

- (a) Tender Inviting & Accepting Authority / Engineer -in-Charge can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority / Engineer -in-Charge reserves the right to reject any application without assigning any reason;

Encl: e-Filling:

- 1. Statutory documents.
- 2. Non statutory documents.

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

Date:

SECTION – B
FORM-III
STRUCTURE AND ORGANISATION

A. 1. Name of Applicant (Firm) :

A. 2. Office Address :

Telephone No. :

Mobile No. :

Fax No. :

A. 3. Name and address of Bankers :

**A. 4. Attach an organization chart showing :
structure of the company with names of
Key personnel and technical staff with
Bio-data.**

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

SECTION – B
FORM-V
EXPERIENCE PROFILE

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY UP TO A VALUE OF 40% (FORTY PERCENT) OF THE ESTIMATED VALUE PUT TO TENDER.

| Name of Employer & Address | Name, Location & nature of work | Contract price in Indian Rs | Original date of start of work | Original date of completion of work | Actual date of starting the work | Actual date of completion the work | Reasons for delay in completion (if any) | Final Bill Value (In Indian Rupees) |
|----------------------------|---------------------------------|-----------------------------|--------------------------------|-------------------------------------|----------------------------------|------------------------------------|--|-------------------------------------|
| | | | | | | | | |

Note:

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

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

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

WEST BENGAL
INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION
WBIIDC FORM NO.-1

Tender No..... of

ITEM RATE TENDER AND CONTRACT FOR WORKS
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public place and signed by the designated officer of WBIIDC (Hereinafter stipulated as Corporation)

This form will state the work to be carried out. as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest-money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and other documents required in connection with the work, signed _____ for _____ the _____ purpose _____ of identification by the designated officer of the Corporation shall also be open for inspection by the contractor at the office of the Corporation 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 save in the case of a firm carried on by one member of a joint family, it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payments made on account of a work. when executed by a firm. must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work

Page 1

Signature of tenderer

Signature of Tender Accepting Authority

specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.

5. The designated officers of Corporation, or his/her duly authorized representation will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest-money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself / themselves before the designated officers of the Corporation to take the refund.
6. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he will not be bound to accept either the lowest tender or any of the tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Corporation and the contractor shall be responsible for seeing that he procures a receipt signed by the designated officers of the Corporation.
8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Corporation and their issue rates, shall be filled in and completed in the office of the Corporation before the tender form is issued. If a form **is issued to an intending tenderer without having been so filled in and completed, he shall** request the office to have this done before he completes and delivers his tender.

TENDER FOR WORKS

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

Signature of tenderer

Signature of Tender Accepting Authority

MEMORANDUM

(a) General description

(a) If several subworks are included they should be detailed in a separate list

(b) Estimated cost Rs.

(c) Earnest-money Rs.

(d) Security deposit (including earnest-money) Rs.

(e) Percentage, if any, to be deducted from bills Rs.

(Rupees.....) per cent.

(f) Time allowed for the work from date written Months.

Order to commence

| Item No. | Item of Works | Unit | Per | Rate tendered | | |
|----------|---------------|------|-----|---------------|----|----------|
| | | | | Rs. | P. | in words |
| | | | | | | |

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

Signature of tenderer

Signature of Tender Accepting Authority

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

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

* Give particulars and number
Strike out (a) if no cash security deposit is to be taken. Strike out (b) if any cash security deposit is taken
taketaken.

Dated the _____ day of _____ 20 ____ t

t Signature of Contractor before submission of Tender

Witness ++

Address

+ + Signature of witness to Contractor's signature

Occupation

The above tender is hereby accepted by me for and on behalf of the Corporation.

Dated _____ day of _____ 20 ____ **

** Signature of the officer by whom accepted.

CONDUCTIONS OF CONTRACT

Clause I. -The person/persons which tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1000.00 or less two days for one of Rs. 2000.00 or less, and so on, upto a limit often ten days of the receipt by him of the notification. of the acceptance of his tender) deposit with the Corporation in cash or Government securities endorsed to the Corporation (if deposited for more than twelve months) a sum sufficient with the amount of the Earnest-money deposit by him with his tender to make up the full deposit specified in the tender] or (B) (permit the Corporation 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 Corporation by way of security deposit] Provided always that in the

Security deposit

Signature of tenderer

Signature of Tender Accepting Authority

event of the contractor depositing a lump sum by way of security deposits as contemplated at (A) above, than and in such case, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for the Corporation at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payments as last aforesaid. All compensation or all other sums of money payable by the contractor to the Corporation 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 or from any sums which may be due or may become due to the contractor by the Corporation 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.

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 other 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 Superintending 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 everyday that the work remains uncommenced, or unfinished after the proper date. **The contractor shall commence execution of such part of the work as may be notified to him within 10 (ten) days 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-fourth of the work before three-fourth of such time has elapsed. In the event of **the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer, (whose decision in writing shall be final) may decide on the said tendered cost of the whole work for everyday that the due quantity of work remains incomplete; PROVIDED ALWAYS that the entire amount of**

Compensati-on
for delay

Signature of tenderer

Signature of Tender Accepting Authority

compensation to be paid under the provisions of this clause shall not exceed ten percent of 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 deposit (whether paid in one sum or deducted by installments) the Divisional Officer, on behalf of the Corporation shall have power to adopt any of the following courses, as he may deem best suited to the interests of the Corporation.

Action when
whole of
security
deposit is
forfeited

a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional officer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Corporation.

b) To employ labour paid by the Corporation and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of 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 Divisional Officer as to the value of the work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Divisional Officer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Corporation 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 the above courses being adopted by the Divisional Officer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on accounts, 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 Divisional Officer/ Sub Divisional Officer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

Contractor remains liable to pay compensations if action not taken under clause 3

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

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

Extension time

Signature of tenderer

Signature of Tender Accepting Authority

extension of time, if any, as may, in his opinion, be necessary or proper. Provided always that such expansion shall not entitle the said contractor to claim any escalation either towards the price of materials or towards the wage of labour or any account whatsoever.

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

Final Certificate

Clause 7. - No 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 therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Executive Engineer, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the 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 Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts of otherwise or in any other way vary or affect the contract The final bill shall be submitted by the contractor within one month of the date fixed for completion

Payment on intermediate certificate to be treated as advance

Signature of tenderer

Signature of Tender Accepting Authority

Page 8

of the work, otherwise the Executive Engineer certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 8.-A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month, and the Executive Engineer 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 Executive Engineer 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 Executive Engineer may prepare a bill from such list which shall be binding on the contractor in all respects.

Submitted
monthly

Clause 9.- The contractor shall submit all bills on the printed forms to be had on application at the office of the Executive Engineer 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 those conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on
printed form

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 Executive Engineer.

Payment of
contractor's bills
to Bank

(i) an authorization in the form of a legally valid document, e.g., irrevocable power-of-attorney conferring authority on the Bank to receive payment; and

(ii) his own acceptance of the correctness of the account made out as being due him by the Corporation or his signature on the bill or other claim preferred against the Corporation before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank.

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

Signature of tenderer

Signature of Tender Accepting Authority

so far as the Corporation is concerned. As part of the arrangement, the financing Bank should give the Corporation a letter to this effect.

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

Note-2 – Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-à-vis the Corporation.

Clause 10. -If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Executive Engineer store, or if it is required that the contractor shall use certain stores to be provided by the Executive Engineer (such materials and stores, and prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but no so as in any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the 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 material supplied to the contractor shall remain the absolute property of the Corporation and shall not any account be removed from the site of the work, and shall at all times be open to inspection by the Executive Engineer. 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 Executive Engineer store if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Stores supplied
by the
Corporation

Signature of tenderer

Signature of Tender Accepting Authority

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

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

Clause 12.- Executive Engineer 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 instruction which may be given to him in writing signed by the Executive Engineer and such alteration, omission, 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 matter 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 the same rates, if any, may be specified in the tender for the main work. The time for the completion of the work shall be extended in proportion that the altered additional or substituted work bears to the ongoing contract or on the certificate of the Executive Engineer shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates (PWD Schedule) brought out by the Superintending Engineer of the Circle, which was in force at the time of the preparation of estimate minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender, and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Executive Engineer by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current Schedule of rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Executive Engineer under (a) above, the stipulated percentage above or below Schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above payment shall be made at the rates so determined without application or the said stipulated

Alterations in specifications and designs

Do not invalidate contract

Extension of time in consequence of alteration

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percentage. In the event to any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Superintending Engineer of the Corporation 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 districts and which involves the employment of additional materials (notwithstanding anything to the contrary in the preceding clause) the contractor may, within seven days from the receipt of the order claim revision of rates of such additional materials and the Executive Engineer may revise such rates having regard to the increase in the market price of such materials. In the event of a dispute decision of the Superintending Engineer of the Corporation 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.

Rates works not in
estimated schedule

Clause 13.- If at any time after the commencement of work the Corporation shall for any reason whatsoever not require the whole thereof as specified in the tender to be *carried out*, *the Executive Engineer shall give notice in writing of the fact to the* contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been 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.

No compensation
for alteration in, or
restriction of, work to
be carried out

Clause 14,- If it shall appear to the Executive Engineer or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Executive Engineer specifying the work, materials or articles complained of notwithstanding that the same have been inadvertently passed, certified and paid for, forthwith rectify, or remove and re-construct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charges and cost; and in the event

Action and
compensation
payable in case of
bad work

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of his failing to do so within a period to be specified the Executive Engineer in his demand aforesaid, then contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the estimate for everyday not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Executive Engineer may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

Work to be open to inspection

Contractor or responsible person to be present

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

Notice to be given before work is covered

Clause 17. -If the contractor or his workman 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, tree grass or grass-land 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 three months (six months in the case of a road work) after a certificate final or other of its completion shall have been given

Contractor liable for damage done and for imperfection for three month after certificate

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by the Executive Engineer as aforesaid the contractor shall make the same good at his expense or in default, the Executive Engineer may cause the same be made good by other workmen and deduct the expense (of which the certificate of the Executive Engineer shall be final) from any sum that may be then or at any time thereafter become due to contractor or from his security deposit, or the procedure of the 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 the 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 of security deposit shall be allowed till the final bill has been prepared and passed. Provided however, that in the case of a road work if in the opinion of the Executive Engineer, 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 or completion provided further that in the case of any work (whether Road, Building, Bridge, Electrical, Sanitary and Plumbing etc.) where the Executive Engineer is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reasons beyond his control, the Executive Engineer may in his discretion make proportionate refund of the security deposit to contractor.

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

Clause 18. -The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Executive Engineer stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work 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 necessary for the purpose of satisfying or complying with the requirements of the Executive Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the

Contractor to supply plant, ladders scaffolding etc.

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same may be provided by the Executive Engineer 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 sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing 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.

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

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

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

The Corporation shall not 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 Corporation full security for all costs for which Corporation might become liable in consequence of contesting such claim.

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

Clause 19A.-No labour below the age of twelve year shall be employed on the work.

Labour.

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 & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable.

(b) The contractor shall not withstanding 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 the labour had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations as mentioned in Sub-Para (a) above made from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction, un-authorisedly made, maintenance of wages books or wages slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation & Abolition) Rules, 1971 wherever applicable.

(d) The Executive Engineer 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-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of contract or non observance of the Regulations as mentioned above.

e) The contractor shall comply with the provisions of Payment of Wages Act, 1936. Minimum wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Maternity Benefits Act, 1961 and the contract Labour (Regulations & Abolition) Act, 1970 or the

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modification thereof or any other laws relating thereto and the Rules made there-under from time to time.

(l) The contractor shall indemnify the Corporation against payment to be made and for observance of the laws aforesaid and the C.P.W.D. contractor's Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnity from his sub-contractors.

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

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

Works on Sundays

Clause 21.- The contract shall not be assigned or sublet without specific orders from the Corporation 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 creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants or agents to any public officer or person in the employ of the Corporation 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 Executive Engineer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Corporation and the same consequences shall ensure as if the contract had been rescinded under the 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.

Work not to be sublet

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

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

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

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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 Executive Engineer for his information.

Changes in
constitution of firm

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

Works to be under
direction of
Superintending
Engineer /
Executive Engineer

Clause 25.- There shall not be any arbitration of the estimated cost put to tender of the works covered by the contract does not exceed Rs.100.00(one hundred) Lakhs. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specification, estimates instructions, orders or those condition or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion of abandonment thereof shall be dealt as specified in G.O. No. 8182-F9Y) dt.26.09.2012 issued by Audit Branch, Finance Deptt., GoWB.

Clause 26. - The contractor shall obtain from the stores of the Executive Engineer all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles required therefore or in connection therewith unless he has obtained permission in writing from the Executive Engineer to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Executive Engineer will be debited to the contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price which for the 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.

Stores of European
or American
manufacture to be
obtained from
Corporation

Clause 27. - When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or

Lump sums in
estimates

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if the part of the work in question is not in the opinion of the Executive Engineer capable of measurement, the Executive Engineer may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Executive Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

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

Action where no
specification

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 constructed and taken to mean the works by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Definition of works

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

INTERPRETATION CLAUSE:-

The Corporation, West Bengal Industrial Infrastructure Development Corporation and his successors.

The Superintending Engineer means the Superintending Engineer for the time being of West Bengal Industrial Infrastructure Development Corporation, The Divisional Officer means the Executive Engineer/Division-in-charge of the Division concerned for the time being.

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

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

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

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

ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the Corporation, the value of the cement returned to the Corporation will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of the Executive Engineer or the Sub-divisional Officer (if nominated for the purpose by the Executive Engineer) he may be held guilty of theft. In this connection the provision of clause 10 may be referred to where it is clearly stated that all Materials issued to the contractor's shall remain the property of Corporation.
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 Corporation of Calcutta or any other water works authority including a Government department concerned.
4. If the contractor shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Divisional Officer to consider it and the contractor 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 Corporation property and will be disposed of to the advantage of Corporation.
7. Owing to difficulty in obtaining certain materials in the open market due to war the Corporation have undertaken to supply materials specified in the schedule on page of the Tender format at rates stated therein. There may be delay in obtaining the materials by the

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Corporation and the contractor is, there-for, required to keep himself in touch with the day to day position regarding the supply of materials from the Executive Engineer 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 Corporation on account of delay in supplying materials.

8. The minimum period for which a road roller is required to be used by a contractor shall be determined by the Executive Engineer on the basis of the quantity of metal that can be consolidated by a roller per day and the Executive Engineer's decision shall be final. if the roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water, etc., additional hire charges shall be levied at the rates specified below under 'A, Hire Charges' for the additional period the roller works.

9. No Compensation for any damage done by rain or traffic during the 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 be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this Corporation 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 contractors should give complete specifications showing the method of execution and the quantity and quality of material they intend to use per hundred sq.ft.area.

13. In cases where water is used by the contractor he will be required to deposit in advance with the Executive Engineer the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.

14. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work,

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if any, under clause 12 of the contract, if such additional work shall consist of items which have already been quoted for, or, items not quoted for but appearing in District Schedule.

15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, Corporation shall make the requisite payment 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 deposited material on any item which will seriously inconvenience the public. The Executive Engineer may require the contract(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

17. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Executive Engineer. 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 Executive Engineer may get the site or premises cleared of debris, etc., and recover the cost from the bill of the contractor if the latter shows slackness in observing this clause.

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

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY CORPORATION

Road Rollers, if available, shall be supplied by the Corporation upon payment of hire charges at the rates and on the conditions specified below. The contractor should requisite road roller 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 shall be granted to the contractor for completion of the work but the contractor shall not be entitled to claim any compensation for loss of labour or any other cause whatsoever shall be entertained.

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A-Hire Charge

Hire charges & other charges of Department equipments per day of eight hours or part thereof as well as pay of driver, cleaner, chowkider etc. will be as per rates 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, an application through the Sub-divisional Officer to the Executive Engineer praying for exemption from payment of roller charges (showing reasons and particulars for such claim for exemption) the Executive Engineer 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 engaged.
- (ii) Lack of roller work for reasons beyond the control of the contractor.
- (iii) Diversion of the roller by the Executive Engineer to other works.
- (iv) Essential repairs.
- (v) Any other reason's precluding the work of the roller.

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

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

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The time limits for the working days for each type of rolling shall be fixed according to the limits of work out-put given in Statements I & II below. If the actual number of day of roller work exceed the limits based on the specified ceiling limits for the number of days in excess such of limit the hire charges and the wages of the departmental crew shall be charged at double the prescribed rates, if the actual number of days of roller work is less than the number of days calculated on the specified floor limit the hire charges for the roller and wages of the departmental crew shall be recovered for the number of days calculated on the specified floor 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 roller issued to a contractor are to work for 6 days in the week, with stoppage of work on the seventh day for general cleaning and petty repairs, Contractors 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 kerosene 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 expense. Steam, Coal for Steam road rollers and diesel oil for diesel road rollers may however be supplied by the Department at the rate specified in the agreement and the cost debited to the contractor's account accordingly.

6. The grease and lubricating oil required for operating and maintenance of the rollers shall be supplied by the Department free of cost.

SPECIFICATIONS GOVERNING ISSUE OR ROAD ROLLERS

The number of working days to be allowed for finishing each individual items of work shall be calculated in the basis of work out put specified in Statements I and II Below.

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

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STATEMENT-I

(a) For Diesel or Steam Road - Roller - 8/13 Toone or over.

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

| SL. NO. | ITEM OF WORKS | Works output per working day of 8 hours | |
|---------|--|---|--------------------------|
| | | Floor Limit (Minimum) | Ceilling Limit (Maximum) |
| 1. | Roller Sub-grade | 1486 Sq.m. | 2230 Sq.m. |
| 2. | Rolling Boulder Soiling | | |
| | a) Stone (except laterite) slag boulders | 558 Sq.m. | 922 Sq.m. |
| | b) Laterite boulders | 743 Sq.m. | 1115 Sq.m. |
| 3. | Consolidation of ballast (size within the range of 7.5 cm to 12.5 cm)- | | |
| | a) Broken Stones (Pakur or Rajmahal or Chandi or similarly hard stone) | 23 Cu.m. | 34 Cu.m. |
| | b) Broken Stone varieties softer than (a) above | 25 Cu.m. | 40 Cu.m. |
| | c) Broken slag | 25 Cu.m. | 40 Cu.m. |
| | d) Laterite or Jhama | 34 Cu.m. | 51 Cu.m. |
| | e) Unbroken stone (e.g. shingle or gravel) | 34 Cu.m. | 51 Cu.m. |
| 4. | Consolidation of metal (size within the range of 3.75 cm. to 7.5 cm.)- | | |
| | a) Broken stone metal (Pakur or Rajmahal or Chandil or similarly hard stone) | 14 Cu.m. | 23 Cu.m. |
| | b) Broken stone metal softer than (a) above | 17 Cu.m. | 28 Cu.m. |
| | c) Broken slag metal | 17 Cu.m. | 28 Cu.m. |
| | d) Laterite of Jhama Metal | 28 Cu.m. | 45 Cu.m. |
| | e) Unbroken stone (e.g. single or gravel) | 34 Cu.m. | 51 Cu.m. |
| 5. | Consolidation of Moorum | 34 Cu.m. | 51 Cu.m. |
| 6. | Rolling dry chips/Bajri/Gravel in surface dressing works- | | |
| | a) On water Bound surface | 558 Sq.m. | 1115 Sq.m. |
| | b) On black top surface | 650 Sq.m. | 1300 Sq.m. |
| 7. | Rolling premixed chips/bajril Gravel- | | |
| | a) In 19 mm (nominal) thick carpet | 372 Sq.m. | 743 Sq.m. |
| | b) In 25 mm (nominal) thick carpet | 325 Sq.m. | 650 Sq.m. |
| | c) In 32 mm (nominal) thick carpet | 279 Sq.m. | 558 Sq.m. |
| | d) In 38 mm (nominal) thick carpet | 232 Sq.m. | 465 Sq.m. |
| 8. | Compacted Earth Works | 250 Cu.m. | 400 Cu.m. |

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

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STATEMENT – II

For Petrol, Diesel or Steam Road Roller 6 Tonne or less.

The limits of works output to be allowed for petrol, diesel or steam rollers of 6-10 tonne or less shall be 25% less than the limit for the corresponding items Statement-I above.

Extra allowance may be the same as per statement I in case of roller of 8-13 Tonne 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 formulae before the process of painting is standard and shall hypothecate it to the Executive Engineer against money advance by Corporation if any bitumen or tar remain unused on completion or the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work corresponding deduction equivalent to the cost of unused material as determined by the Executive Engineer shall be made and the material returned to the contractors, Although the materials are hypothecated to Corporation the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Executive Engineer in writing.

20. ADDITIONAL CONDITIONS OF CONTRACT FOR DEPARTMENTAL MATERIAL

(a) The value of materials if be supplied by the Corporation for use on the work shown in the Schedule on page 11 of the contract form (WBII DC Form No.1) in respect of items of worth for which the contractor's rates are inclusive of the cost such materials will be debited to him in his account at the rates specified in this Schedule.

(b) Regarding materials in respect of items of work for which the contractor's rates are not inclusive of the cost of such materials, the contractor shall only act as custodian on behalf of the Corporation and the value of such material will not be charged to him except under sub-clauses (f) and (g) hereof.

(c) When the contract provides for use of certain specified materials to be supplied by the Corporation, the contractor shall not obtain such materials from other sources, unless so authorized in writing by the Executive Engineer of the works.

(d) Materials supplied for a particular work or a part thereof shall not be used elsewhere except with the written permission of the Executive Engineer.

(e) Materials shall be supplied to the contractor in such instalments as may be decided by the said Executive Engineer.

(f) The contractor shall be held responsible for any misuse, loss or damage of the materials Issued or handed over to him by the Executive Engineer. In default the costs of such materials shall be recovered from the contractor according to the terms of the provisions made in sub-clauses (g) and (h) hereof.

(g) In the following cases, the materials issued or handed over to the contractor shall be deemed to have been misused by him:

(a) Materials lost or damaged due to negligence on the part of the contractor and/or defective storage by him;

(b) Materials used in excess of the requirements as shown in Statement III attached herewith;

(c) Materials used without permission of the Executive Engineer in temporary work (e.g., Cofferdams embankments shoring etc.) or in the construction of contractor's godown, site office labour hutments etc.

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

- (i) Issue rate as specified in the contract.
- (ii) Corporation stock rate at the time of recovery of value: and
- (iii) Market rate at the time of recovery value.

(h) In cases of loss or damage of materials issued or handed over to the contractor other than under the circumstances mentioned in sub-clause(g) the materials so lost or damaged shall be replaced by the Executive Engineer as to the cost of the contractor and the certificate of the Executive Engineer as to the cost of replacement shall be final and binding on the contractor.

(i) Where so specified and in any case in respect of cement, steel and bituminous materials supplied by the Corporation, a stock register shall be maintained by the contractor and the day to day receipts issues

and balance of such materials shall be shown therein. This register shall be produced by the contractor to the Executive Engineer or his representative whenever required for verification of stock.

(J) Whenever asked for by the Executive Engineer during the progress of work and also with the final, the contractor shall submit to the former a statement showing-

- (a) the total quantity of materials received by the contractor from the Corporation.
- (b) consumption thereof item by item in the work; and
- (c) the balance in hand.

(k) Whenever by computing the consumption of materials of any description in any item or group of items of work requiring use of such materials-

a) It is found that the contractor has used less materials than are required by the specifications and/or are shown in Statement III attached herewith, the value of the quantity of materials less used shall be recovered from the contractor at 5 (five) per cent in excess of the issue rate or such materials. In such an event the contractor shall not be entitled to claim or to receive the materials the cost of which has been thus recovered: or

(b) it is found that the contractor has used any material in excess of the requirement, the value of the material used in excess shall be recovered from the contractor as provided in sub-clause (g) hereof:

(c) provided that recovery of materials used less or in excess as indicated in paragraph (a) and (b) of the sub-clause shall be subject to the decision of the Executive Engineer who may allow variation according to para I of Statement III.

ADDITIONAL CLAUSES

1. In case where the responsibility of despatch of stores rests 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 whenever it is possible and economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should get in touch with the Purchase Officer concerned and in cases of despatch of stores which are the property of the Defence Department at the time of despatch. The supplier may obtain the advice of the 'Movement Control Section' Staff Officers or the Controller of Supplies of the stations concerned.

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

3. "For all items of contract works requiring unskilled labour the contractors shall be bound to employ unskilled local labour. The expression "local" shall mean and deem to mean the Anchal, 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 Executive Engineer of the work, recruit and employ unskilled labour from neighbouring areas of that District. In case the work is in the border area of two districts and there is dearth of adequate number of 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 the districts as mentioned and when the exigency or progress of work so demands, the contractor may, with the prior permission in writing of the said Executive Engineer engage labour from the other districts of the State of West Bengal-and in case the same be not available then the contractor may, with the prior permission of the said Executive Engineer, 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 locally recruited Corporation at the labour imported by corporation at the rate to be decided by the Superintending Engineer of the works concerned whose decision as to the circumstances in which employment of such labour is of mutual advantage to Corporation and the contractor, will be final and binding on the parties.

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

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

WEST BENGAL
INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION

GENERAL CONDITIONS OF CONTRACT

1. The work may be entrusted to one or more Contractor's. if it is so decided by the accepting authority. The tenders are still bound by the terms and conditions of the tender documents, as specified: which they are to abide by under circumstances.
2. All signatures of the contractor in the tender must be natural signatures in English. Where the Contractors sign in an Indian language all rates and amounts must be written in the same language as well as in English. In case of illiterate Contractors, the rates, units, amounts tendered, must be attested by the witness of the tenderer known to the accepting authority. The standard unit of rates must be split up in the schedule. Failing in all above, the tender will be declared informal.
3. (a) The Provision of a power of Attorney, if any must be to the approval of the Corporation, otherwise the Corporation shall not be bound to take cognizance of such power to Attorney

(b) The Contractor shall not assign the benefits of the contract, any portion thereof, but shall be free to appoint a Sub-Contractor He may, however, appoint an authorised agent or representative in addition to the Degree holder in Civil Engineering in the matter of helping him in respect of the following and other purposes.
 - (i) General day to day management of the work.
 - (ii) To requisition Departmental materials, Toots, and plants etc. receive the same and sign hand receipts thereof.
 - (iii) To attend measurements when taken by departmental Officers and to sign the records of such measurements. The name of the authorised representative with his signature attested by the Contractor is to be sent to the Executive Engineer concerned or his authorised representative giving his address.
4. (a) All works are to be carried out as per General Conditions of Contract, Specifications (Materials and Workmanship), Brief scope of work, attached with tender documents and the General Specifications furnished in the P.W.D., P.W. (Roads) Schedule of rates read with Abridged and Detailed Notice inviting Tenders, etc. This P.W. (Roads) P. W.D. Schedule of rates means the printed schedule of Rates of P.W.D.:P.W. (Roads) Government of West Bengal. Application in the area for the year .for

Signature of tenderer

Signature of Tender Accepting Authority

Building works, sanitary and Plumbing Works and Electrical works, Road works. Copies of which have been kept recorded in the Office of West Bengal Industrial Infrastructure Development Corporation.

(b) All conditions, specifications etc. mentioned above are in addition to those set forth in the printed WBIIDC Form No.1.

(c) All works are to be carried out with due regard to the convenience of the occupants of premises or of road users, an in close co-operation with other contractors those may be working for the same structure or in the same area. All arrangement and programme of work must be adjusted accordingly. All precautions must be taken by the contractor to guard against chances of injury or accident to the occupants, general public or his workmen and also against damage to any property or public utility services. Direction. Board / Caution Board etc. will have to be provided for by the Contractor at places and in numbers as required and in languages as entire satisfaction of the Executive Engineer and also to be maintained till the completion of work. No Extra cost whatsoever will be paid to the Contractor for this purpose.

5. (a) The Contractor will have to provide accommodation for his workmen at place near the worksite and should also provide water supply and sanitary arrangement, food stuff, medical aid, and electricity etc. for the labour colony at his own cost.

(b) The Contractor shall make his own arrangement for driving plants machinery for the work.

6. (a) All materials and tools and plants required for the execution of work except those to be issued by the Corporation vide Item No.32 of the General Conditions shall have to be arranged for by the Contractor at his own cost or expenses. All materials brought to the site must be approved by the Executive Engineer or his authorised representative prior to utilisation in works. Rejected materials must be removed by the Contractor from the site within 24 hours from the issue of orders to that effect. In case of non compliance of such orders, the Executive Engineer or his authorised representative shall have the authority to cause such removal at the cost and expenses of the contractor and contractor shall not be entitled to any loss or damage on that account.

(b) Departmental materials shall be issued to the contractor to the extent of requirement as assessed and in small instalments as decided by the Executive Engineer or his authorised representative. The materials shall be issued to the Contractor form the departmental godown. The Contracior shall remain responsible for the proper storage and safe custody of materials issued to him until the work is completed. For any theft or loss of departmental materials, he

is liable to pay compensation for the materials at double the issue rate or penal rate (which may be as high as 100%) in excess of the stock issue rate of the materials or the prevailing market rate whichever is higher Penal rate if imposed will be decided by the Superintending Engineer and the decision of the Superintending Engineer will be binding and final on the Contract. Necessary carriage of the departmental materials from the departmental god own to the site of work including loading, unloading and properly stacking for the purpose of measurement will have to be done by the Contractor at his own cost. The contractor shall have to satisfy the Executive Engineer or his authorised representative regarding the proper utilisation of such materials.

7. .a) The contractor must provide suitable godown and stockyard for cement and other materials at the site of work. The cement godown is to be of sufficient capacity to store minimum 200 M.T. at time and it must be water tight with an elevated floor with proper ventilation arrangement underneath to the satisfaction of the Executive Engineer or his authorised representative. No separate payment will be made for those godowns or for the storeyard.

(b) Any cement which found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor, or disposed of as directed by the Executive Engineer or his authorised representative with necessary recovery of cost as per rules in such cases.

8. Cement, steel and Corporations other materials in connection with the work, may immediately on arrival be made over to the contractor. The contractor shall be required to maintain all necessary precautions and watch over all materials made over to him to prevent damage, loss or theft. Such materials shall not be removed to any other site without the written .permission of the Executive Engineer or his authorised representative, and shall always be made available for their inspection at any time during day or night for counting, measuring, weighing or otherwise verifying the same. The contractor shall be required to maintain an account of receipt and actual use of all materials issued to him and submit extracts thereof, when called for, in such manner and form as may be prescribed by the Executive Engineer or his authorised representative, from time to time.

9. (a) Indents for all materials if supplied by the Department shall be submitted by the contractor, to the executive Engineer or his. authorised representative, well in advance so as to allow sufficient time to the department to procure the materials. The Executive Engineer or his authorised representative shall have full discretion to specify the minimum and maximum quantities at which the indents, are to be submitted and also any other stipulations he or his authorise representatives may deem necessary in this connection. He or his authorised

representative will also have the full right to modify such stipulations as may be found necessary by him or his authorised representative from time to time.

(b) The department does not assume any responsibility supply materials strictly according to the indent as may be submitted by the Contractor and no company station will be paid for delay in issuing any materials to the contractor, but reasonable extension of the time will be allowed for such delay in accordance with clause 5 of the conditions of the Contract in the printed WBIIDC Form No.1. if in the opinion of the Executive Engineer or his authorised representative such delay is responsible for stoppage or slow progress of the work.

10. (a) The contractor is to provide all instruments, appliances, materials (such as nails, bamboos, stones, bricks/concrete pillars, pegs, strings, jhandis, etc.) and labour required in connection with setting out of the works at his own cost and for the use of an attendance upon the Executive Engineer or his authorised representative whenever required for any purpose in connection with the works.

(b) Any setting out may be done or checked by the Executive Engineer or his authorised representative or any line or Level that may have been given or checked by either of them, shall not in any way relieve the contractor of his responsibility for the correctness thereof.

(c) The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and. alignment of the work. He may have to collect soil samples by boring before-hand to have knowledge about. the soil to be met in course of work free of cost for his own satisfaction and unhindered work.

(d) Clearing of all varieties of jungles (e.g. thick and thorny) all shrubs and bushes and trees upto 60cm. girth or any undesirable vegetation will have to be made by the Contractor from within the boundary of the acquired land or from road surface and crust for this purpose or of otherwise for the work as directed which not be paid for separately. The rates must be inclusive of all these or similar charges, both direct or incidental.

(e) The contractor may take up work at night if desired with the permission of the Executive Engineer or his authorised representative, but such night work shall not normally extend beyond 8 p.m. The contractor shall also take up work at night in addition to day work if the Executive Engineer or his authorised representative shall so require by giving a notice in writing for proper progress of the work and for such periods and hours as he may specify. If ordered or permitted to work at night the contractor shall provide as his own

cost sufficient and satisfactory lighting arrangement. No extra payment shall be made for night work.

(f) Materials obtained by dismantling Corporation structures or parts thereof shall remain in property of the Corporation. The Contractors shall sort out and stack the serviceable materials near the site of work as per direction of the Executive Engineer. He shall also dispose of the unserviceable rubbish etc. as per instructions of the Executive Engineer or his authorised representative. The contractors shall remain the custodian of such dismantled materials until all charge of the same is taken over by the Executive Engineer or his authorised representative. Consideration for the assumption of such responsibilities shall be deemed to have been included in the rates for the relevant items of works.

11 Rate of items of the schedule as defined in item 4(a) are to be deemed as inclusive of all charges and costs of all necessary materials, labour hire charges etc. including sales tax, royalty, octroi taxes, labour welfare cess etc. as may have to be incurred by the Contractor forgetting the respective items of work executed to proper and complete finish. Except where specifically mentioned otherwise in the description of the items itself, the rates for any item for work shall apply equally to cases irrespective of the position or height where the work has to be executed, in respect of contract work etc., where the rate is on the basis of volume, the item shall also apply equally to all cases irrespective of the thickness unless the schedule of work contains a specific item for the particular type of work. Except for such specific items as are included in the schedule, no extra charges shall be paid for scaffolding, centering, shuttering, dewatering, curing etc and the rates for respective items of work are to be deemed as inclusive of all such extra charges as also cost of any helper materials necessary for the satisfactory completion of the work.

12. Tenderers are strongly advised to inspect the proposed site of work before tendering and get themselves acquainted with condition of access to the site and other site condition and available facilities. No extra claim for not having sufficient information data regarding site condition will be entertained by the Corporation. A certificate in the respect as appended may be furnished.

13 All works will be done according to the drawings approved by the Superintending Engineer, WBBIIDC or his authorised representative before the particular work is taken up. However, although the drawings are approved by the Superintending Engineer or his authorised representative the responsibility regarding the stability and safety, of the structure will solely be with the contractor. Certificates as regards the structural safety, stability and fulfillment of

design requirements must have to be submitted by the contractor alongwith each every drawing placed before Superintending Engineer for according approval.

The contractor has to guarantee the structural safety and stability and the foundation settlement and has to indemnify the Corporation against damages to structure, should there be any due to settlement or any other reason whatsoever, during the execution of the work and within, the maintenance period after date of completion of work.

14. The contractor shall pump out water from the low lying area and also shall remove all the scum/slash/vegetation from such low lying are at no extra cost.

15. For power requirement, the contractor shall have to make his own arrangement to obtain power connection and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed, to the authorised department. The responsibilities for obtaining the same entirely rest with the Contractor. The department may, however, give all possible assistance to the contractor to obtain the requisite permission from the authorities concerned. No extra claim in this context shall be entertained.

16. The contractor shall make his own arrangement for water required for construction. purposes and for drinking purposes and no extra payment will be made on this account. If available. the contractor however. may use any existing source of water within the site, or they may arrange for bore well or tubewell at site at his own cost subject to the prior approval of the Executive Engineer or his authorised representative. Such wells must be filled up or removed by the contractor at no extra cost after completion of the work.

17 Contractor shall make arrangement at his own cost for leveling instruments and other surveying instruments trucks, machines, etc. as may be necessary and all tools and tackles required for execution of the work. All crew, fuel, lubricants, etc. required for operation of machines and equipments will be arranged by the contractor at his own cost. No extra payment will be made on this account.

18. No extra payment of any kind e.g. increase in cost of material, increase in labour rates, transport cost, fuels, spare parts tools, tackles, machines, etc. or for any other reasons will be entertained.

19. Rate quoted by the contractor shall be firm and binding and includes sales Tax., Excise duty, octroi and any other tax and duty or levy. The rate quoted by the contractor shall not be subject to exchange variations, fluctuation in Railway freight, labour wage or any other reasons. The contractor is to include in their rate future statutory increase in Taxes, Wages or in any other item relating to the work, and no extra payment whatsoever shall be entertained.

20. The contractor shall take necessary insurance. policy to indemnify the Corporation from the against all claims, demands, suits, and proceedings for or on account of infringement of any patent, rights, design trade mark or name or other protected rights, in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with the works or temporary works or any of them. The Contractor should include the cost thereof in his quoted rate for which no extra amount will be paid by the Corporation on any account.

21. While handing over the site to the contractor for execution of the job, the entire site may not be delivered at a time. The site will be handed over to the contractor from time to time depending upon the progress of the work and availability of site. No claim for delay in giving delivery of site will be entertained.

22. The contractor himself 'shall be responsible for safe up-keeping of his materials and instruments etc. at site and make adequate arrangement for safe guarding that against theft, pilferage, etc. at his own cost.

23. Approach roads to the site and service roads within the land, to Facilitate movement of machines and equipments etc. will have to be constructed and maintained by the contractor at his own cost. If such roads are to be constructed on any private land, the contractor shall have to make necessary arrangement with the owner of the land for construction of such roads for which no extra payment will be made.

24. Dewatering. if necessary, for proper execution of the work, both before or during execution will have to be done by the contractor at his own cost.

25. The Contractor should engage adequate technical personnel for proper execution of the work within the times specified for completion of the work. A list of technical personnel to be engaged by the contractor for supervision of the work with the details of their qualification etc. should be furnished before taking up the work.

26. During execution if the work is stopped due to Local resistance, disturbances or for any other reasons no claim of any kind by the contractor to compensate the losses that he may suffer due to such stoppage of work will be entertained. No claim for machinery and labour remaining idle due to any other causes, resulting from such stoppage of work will be entertained. On the other hand the contractor should revise his work programme to make up such lost outputs, if any, by employment of extra manpower and machinery.

27. Jungles, trees, bushes, etc. should be cleared out before taking up the work and this should be removed as per direction of the Executive Engineer or his authorised representatives at no extra cost.

28. Suitable programme of work is required to be submitted by the contractor before starting the work which should satisfy and fit in the time limit stipulated in the tender.

29. The site must be cleared by the contractor at his own cost including removal of rubbish etc. from time to time as these accumulate during the work and on completion. Whole site must be left in a clean condition to the satisfaction of the Executive Engineer or his authorised representatives.

30. Basis of consumption of materials for different types of works will be as per approved chart of P.W.D.; P.W. (Roads) Schedule of rates.

WARRANTY

31. After completion and acceptance of the work by the Corporation, the contractor shall be responsible for any defect which may, under proper use develop from faulty workmanship of the work including defects in any materials utilised in the work contractor shall rectify all such defects at their own cost when called upon to do so within maintenance period after the date of completion.

32. No departmental materials shall be issued to the contractor.

33. Deduction of Income Tax from contractor's bills would be made as laid down in time to time by Ministry of Finance (Department of Revenue and insurance), Government of India with its amendments, if any.

Signature of tenderer

Signature of Tender Accepting Authority

34. Cut pieces of steel materials left surplus on completion of the work shall not be taken back if the same is less than the length specified below: 1.5 m. length upto 12 mm. dia reinforcement. 3.0 m. length above 20 mm. dia reinforcement.

35. The contractor shall give all notices and pay all fees required to be given or paid by any statute or any regulation or bye-law of any Local or other statutory authority which may be applicable to the works and shall keep Corporation identified against all penalty and liability of every kind for breach of such statute, regulation or bye law.

36. The contractor shall have an office adjacent to the work where all directions and notice of any kind whatever which the Executive Engineer or his authorised representatives may desire to give to the contractor in connection with the contract may be left and the same when left at or sent by post to such office or delivered to the contractor's authorised agent or representative shall be deemed to be sufficiently served upon the contractor.

37. The contractor will always abide by the current minimum wage rule of labour department, Government of West Bengal for which of extra claim will not be entertained. The Contractors must have their names registered with Licencing Authorities of the locality under the Contract Labour (Regulation and Abolition) Act of 1970, rules made there under and any modification, there of that may be made in future. The contractor must abide by the relevant rules and regulations for employing labours. No extra claim in this regards shall be entertained. Licence secured in this connection will have to be produced in due course.

38. 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 Anchal, the Block, the Thana or District of the State of West Bengal where the work will be executed. In case of non-availability of such unskilled local labour and of the other difficulties experienced by the contractor in recruiting such local labour the contractor may, with the prior permission in writing the Executive Engineer of the work, recruit and employ unskilled labour from neighbouring areas of the District. In case the work is in the border area of two districts and there is dearth of a 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 contractor may, with prior permission in writing of the said Executive Engineer, engage labours from the other districts of the State of West Bengal and in case the same be not available then the contractor may, with the prior permission of the said Executive Engineer 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 locally recruited by the Corporation or labour imported by the Corporation at the rate to be decided by the Superintending Engineer of the works concerned whose decision as to the circumstances in which employment of such labour is of mutual advantage to Corporation 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 skilled local labour the contractor shall employ skilled labour locally secured by Corporation 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 Executive Engineer to whom the full facts must be placed for permission, Import and employ skilled labour upto 30% (thirty percent) of the total requirement. In this case, the expression "imported labour" shall mean labour imported primarily from other states and secondarily from the distant district of the State of W.B.

39. (a) The contractor shall pay to labour employed by him wages not less than fair wage as defined in the C.P .W.D. contractors labour Regulations in so far as such regulations have application within the State of West Bengal or as per the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules,1971 applicable.

(b) The contractor shall notwithstanding the provision of any contract to the contrary, cause to be paid fair wages to labour directly engaged on the work, in connection with the said work, as if the labour had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the work for performance of the contractor s part of his agreement the contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations as mentioned in Sub-Para (a) above made from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorised made, maintenance of wage books or wage slips, publication of scale of was and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provision of the Control Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Rules 1971 where applicable.

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

(e) The contractor shall comply with the provision of payment to wages Act, 1936. Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Maternity Benefits Act, 1961 and Contract Labour (Regulations and Abolition) Act, 1970 or the modification thereof or any other laws relating there to and the Rules made there under from time to time.

(f) The Contractor shall indemnify Corporation against payment to be made under and for observance of the laws aforesaid and the C.P.W.D. Contractors Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnity from his subcontractors.

(g) The regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of this contract.

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

41. The contractor shall comply with the provision of the Apprentices Act, 1961 and the rules and orders there under from time to time. If they fails to do so. their failure will be treated as breach of the contract and the tender accepting authority may in 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".

41 A. Persons employed by the Contractor shall not be deemed to the employment of the Corporation. The Contractor agrees to pay unto them wages in accordance with that may be in force at the relevant time and compensation, if any for injury or death while in course of their employment and all other sums and dues as are from time to time payable under any law for the time being in force applicable to such employees The contract or agrees to indemnify and keep the Corporation indemnified against the claims lodged by any of employees of the Contractor for wages, compensation or any sum of dues payable by the contractor to such employee.

41 B. if any accident arises by reason of any act of negligence omission default or non compliance with provisions of any Act or statutory Rules. Regulations or notification on the part of the contractor or his employees or any of them: resulting in the death or injury of any person including an employee of the contractor or injury or damage to the property of any persons their and in such event the contractor shall be liable to pay compensation on account of such death or injury and loss or damage to the property and the contractor agrees to indemnify and shall keep the Corporation indemnified from any. claim demand or proceedings made occasional or instituted in respect thereof.

41 C. The provisions of the contract labour (Regulation and Abolition) Act, 1970 and rules made there under will apply to the contractor and the contractor will remain liable for compliance with the provisions of the said Act and rules.

42. If the stipulations of various contract documents be at variance in any respect on will override the others (only in so far as these are at variance) in the order of precedence as given below:

i) Detailed Notice Inviting Tenders.

ii) General Conditions.

iii) Specifications (Materials & Workmanship).

iv) Schedule of Rates of P.W.D., P.W., (Roads) Government of West Bengal applicable in the area for the year..... for building works, sanitary and plumbing works and electrical works. Any change (subsequent to the acceptance of this tender) in the rate of aforesaid departmental schedules will have no effect so far as this tender is concerned.

v) Brief Scope of Works.

vi). Printed WBIDC.Tender Form No.1

43. Notwithstanding any thing what has been started in clause 12 of the conditions of contract in the printed form any item of work which is not covered by the P.W.D., P.W. (Roads) Schedule of Rates (), Government of West Bengal applicable in the area, items but become necessary as a reasonable contingent items during actual execution of the work will have to be done by the contractor when so directed by the Executive Engineer.

The rate of supplementary items shall be analysed to the maximum extent possible from rates of allied items of works appearing in the P .W.D., P. W. (Roads) Schedule of Rates, Government of West Bengal as applicable in the area for the year on the basis of which tender has been invited.

The rate may be analysed for the remaining portions as per the following schedule of rates in order of precedence.

(a) Schedule or Rates of P.W.D., P.W. (Roads) Directorate, applicable in the area for the corresponding period as mentioned in para 2 this clause.

(b) Schedule of Rates of Calcutta Metropolitan Development Authority for the corresponding period as mentioned in. para 2 of this clause.

(c) Schedule of Rates of Public Health Engineering Directorate Government of West Bengal as applicable in the area for the corresponding period as mentioned in para 2 of this clause. if determination of rates for any item of work is not possible on the basis' of Schedule of Rates, as mentioned above analysis of rate based on market rates of materials and labour prevailing at that time shall be considered, (Profit and overhead charges both together will amount to ten percent). No contractual percentage will be allowed in case of rates analysed on the basis of market rates of labour and materials.

44. ACCIDENT OR INJURY TO WORKMEN:

The WBIIDC shall not be liable in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any Sub Contractor. The contractor shall indemnify and keep indemnified the WBIIDC against all such damages and compensation against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

45. EPIDEMICS:

In the event of illness of an epidemic nature breaking out, the contractor shall carry out and comply with all Orders and Regulations that may be issued by the Central Government or by the competent State Govt. or local or other Authority concerning the epidemic.

46. ACCIDENT:

The Contractor shall within 2 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to WBIIDC. The contractor shall also report such accident to the competent authority whenever such report is required by law.

47. (a) All works should be carried out in accordance with drawing, specification (material and workmanship) and schedules of rates and according to the standard specification laid down in the P.W.D., P.W. (Roads) Schedule of rates Govt. of West Bengal, applicable in that area for the year of receiving tenders.

(b) All materials should conform with Indian Standard specification. Where there is no Indian Standard specification in respect of any material, British Standard specification as in use under P.W.D., P.W. (Roads) Government of West Bengal, will be followed.

(c) All materials used in the works shall be the best kind and to the approval of the Executive Engineer or his authorised representatives prior to utilisation in works.

48. The contractor shall arrange all transport including railway wagons required for carriage of materials, tools and plants etc. The WBIIDC will, however, at their own discretion, grant any certificate necessary for procurement of railway wagons. The WBIIDC will render all sorts of help for the procurement of railway wagons, but in case of failure in this respect, no claim, whatsoever, shall be entertained. It must be clearly understood that the Procurement of railway wagons is likely to be difficult and involve delay and the contractor will have to bear the sole responsibility for the procurement of the railway wagon.

49. INTERPRETATION CLAUSE:

The Corporation name West Bengal Industrial Infra-Structure Development Corporation and its successors.

The Superintending Engineer means the Superintending Engineer for the time being in charge of the project in the West Bengal Industrial Infra-Structure Development Corporation.

The Divisional Officer means the Executive Engineer for the time being of the Division Concerned of WBIIDC. Words imparting the Singular number only include the plural number and vice versa.

West Bengal
Industrial Infrastructure Development Corporation
5, Council House Street (3rd Floor), Kolkata - 700 001

DECLARATION BY THE TENDERER

(1) I/WE have inspected the site of work and have made myself/ourselves fully acquainted / satisfied with local conditions in and around the site of work.

(2) I/We have carefully gone through the contract Documents as well as P.W.D. Government of West Bengal Schedule of rates applicable in that area. My/our tender is offered taking due consideration of all factors if the same be accepted. I/We promise to abide by all the stipulations of the Contract Documents as well as P.W.D. Schedule of rates applicable in that area and carry out and complete the work to the satisfaction of the Corporation.

(Signature of Tenderer)

Date:

Postal Address of Tenderer :

Signature of tenderer

Signature of Tender Accepting Authority