



BIDHANNAGAR MUNICIPAL CORPORATION

POURA BHAVAN, FD-415A, Sector-III,
Kolkata - 700 106.

NOTICE INVITING e-QUOTATION

NIQ No.300/PWD(BMC)

Dated:25/06/2024

The Finance Officer on and for behalf of Bidhannagar Municipal Corporation invites e-bid Tender/bids from reliable and resourceful Companies/Firms/Agencies having experience and acumen in similar nature of works as noted below:

1. Name of Works:

Sl. No. 1: Engagement of Chartered Accountant Firm for GST related works of Bidhannagar Municipal Corporation.

Sl. No. 2: Preparation of Final Accounts of Bidhannagar Municipal Corporation.

2. Scope of works:

i) Scope of work and Terms of Conditions for work Sl. No.1 (Engagement of Chartered Accountant Firm) –

A. Scope of works for Goods & Service Tax –

- Reconciliation of GST credit Input Books of accounts with GSTR-2A
- Preparation data of GSTR-1, GSTR-3B & GSTR-9 and return filling on regular basis.
- Preparation data for GSTR-7 & Return Filling.
- Solving Departmental Queries.

B. Terms & Conditions –

- The agency to be engaged initially for 1 (one) year and may be extended upon satisfactory performance later on.
- The Partner/Proprietor representing the firm should attend every working day compulsory and even on holidays also, if required.
- The Chartered Accountant must have working experiences **for Six to Ten Years in Municipal Corporations (Urban Local bodies)** for the above works mentioned under scope of work.
- The Chartered Accountant should have sufficient knowledge of Municipal Accounting.
- The Chartered Accountant should be acquainted with 15th Finance Commission guidelines.
- The Partner/Proprietor must take full responsibility of the Job.

ii) Scope of work and Terms of Conditions for work Sl. No.2 (Preparation of Final Accounts) –

A. Scope of works for Accounts–

- Preparation of Balance Sheet & Schedules
- Preparation of Receipts & Payments.
- Preparation of Income & expenditure with Schedules.
- Preparation of BRS (Bank Reconciliation Statements).
- Preparation of Fixed Assets & Depreciation Register.
- Preparation of Grant Matrix & Grant Appropriation Statements.
- Preparation of data & uploading under 15th Finance Commission (City Finance Portal).
- Regular data entries of Receipts, Payments, Journals & Contra.



B. Terms & Conditions –

- The agency to be engaged initially for 1 (one) year and may be extended upon satisfactory performance later on.
- The Partner/Proprietor representing the firm should attend every working day compulsory and even on holidays also, if required.
- The Chartered Accountant must have working experiences **for Six to Ten Years in Municipal Corporations (Urban Local bodies)** for the above works mentioned under scope of work.
- The Chartered Accountant should have sufficient knowledge of Municipal Accounting.
- The Chartered Accountant should be acquainted with 15th Finance Commission guidelines.
- The Partner/Proprietor must take full responsibility of the Job.

3. Location of Work:

under Bidhannagar Municipal Corporation.

4. Estimated amount put to tender/bid:

Not Applicable

5. Eligibility to participate in the Tender / bid:

The Chartered Accountant must have working experiences **for Six to Ten Years in Municipal Corporations (Urban Local bodies)** for the above works mentioned under scope of work.

Bidder must have GST, Professional Tax Clearance Certificates, PAN Card, valid Trade Licence etc. and other necessary papers as applicable as per existing government rules.

Note:-

Similar nature of works completed successfully will be treated as credential.

6. Bid Evaluation:

Technical proposal will be evaluated first. Only bidders meeting the minimum eligibility criteria will be considered for technical evaluation of their bids. Afterwards Financial Bid of the qualified bidders will be opened. Financial Evaluation will be made on Lowest Rate Basis (L1).

7. Documents to be produced in support of Credential for Tender / bid:

- a. Successful performance and completion certificate supplemented with work order issued by the Government / Semi-Government /Government Undertaking or any other competent authority shall have to be furnished in support of credibility in terms with eligibility criteria. Particulars of ownership/partnership or Board of Directors pertaining to the Organization / Company / Firm.
- b. The applicant shall have GST Registration, PAN Card, Professional Tax clearance Certificate, valid Trade Licence etc. and all necessary papers as applicable as per government rules.
- c. Corresponding address, fax & telephone nos. Contract mobile no. & Email no. of the Organization.
- d. Balance Sheet/Income Tax return for last 2 (two) years.
- e. Affidavit & other statutory forms have to be submitted in prescribe format.

All documents in original to be produced in due course of time as & when asked by the Tender/bid Inviting Authority.

8. Earnest Money:

For Sl. No.1 Rs.2,000/- (Rupees two thousand)only & For Sl. No.2 Rs.2,000/- (Rupees two thousand) only to be deposited online through e-tender portal only by Net Banking / NEFT / RTGS as Initial Earnest Money (balance earnest money, if any, @ 2% of the quoted amount to be paid later).

The EMD is interest free and will be refunded to the unsuccessful Bidders after signing of the Agreement with the Selected Bidder.



9. Date and Time Schedule:

Sl. No.	Particulars	Date and Time
a)	Date of uploading of N.I.Q. and Tender/bid Documents online (Publishing Date)	03/07/2024 after 18.00 Hrs.
b)	Documents download start date	03/07/2024 after 18.00 Hrs.
c)	Bid submission start date (online)	03/07/2024 after 18.30 Hrs.
e)	Bid Submission closing (online)	13/07/2024 up to 15.00 Hrs.
f)	Bid opening date for Technical Proposals (online)	15/07/2024 after 15.30 Hrs.
g)	Date of uploading list for Technically Qualified Tender/ bidders (online)	Notified later.

10. Time of completion:

The time of completion of the work is **365 days** from the date of issue of work order.

11. Site inspection & general information:

Intending Bidders are required to inspect the site of the Project with particular reference to location and infrastructure facilities.

They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices.

12. Tender/bid documents:

A full set of Tender/bid documents consists of 2 Parts. These are;

- I) **Part I** containing all documents in relation to the name of the firm applied for and credentials possessed by them along with EMD and all relevant documents as depicted.
- II) **Part II** containing following documents; Bid Schedule (.xls sheet)

13. Validity of Bid:

A Bid submitted shall remain valid for a period of 180 calendar days from the date of publication of Bids. Any extension of this validity period if required will be subject to concurrence of the Bidders.

14. Withdrawal of Bid:

A Bid once submitted shall not be withdrawn within the validity period. In case of withdrawal the agency may not be allowed for participation in next tender.

15. Acceptance of Bid:

Finance Officer, Bidhannagar Municipal Corporation will accept the Bid. He does not bind himself to accept otherwise the lowest Bid and reserves to himself the right to reject any or all of the Bids received without assigning any reason thereof.

16. Intimation:

The successful Bidder will be notified in writing of the acceptance of his Bid. The Bidder then becomes the "Agency" and he shall forthwith take steps to execute.

Formal Contract Agreement in appropriate Municipal Form with the Finance Officer, Bidhannagar Municipal Corporation and fulfill all his obligations as required by the Contract.

17. Escalation of Cost:

There will be no escalation in cost for materials or labour and the contract price mentioned in the contract stands valid till completion of the contract.



18. Name & address of In-Charge of the Work:

Finance Officer, Bidhannagar Municipal Corporation.

19. Execution of Work:

The agency is liable to execute the whole work as per direction and instruction of the Finance Officer, who is the in-Charge of the work.

20. Payment:

Payment will be made to the Agency by the appropriate Authority of Bidhannagar Municipal Corporation periodically.

21. Influence:

Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render his Bid liable to rejection.

22. In case office faces sudden closure owing to reason beyond the scope and control of the TIA any of last date/dates as schedule may be extended up-to/to next and following working day without issuing further and separate notice the TIA feels it to be necessary and exigent.

23. Imposition of any duty/tax/rule etc. owing to change /application in legislations/enactment shall be considered as a part of the contract and to be adhering to by the Bidder/Agency strictly.

24. Bid Acceptance Authority is the TIA, Bidhannagar Municipal Corporation in concurrence with the approval of higher authorities.

25. In case of any dispute arising from any clauses of similar nature between bid documents and Municipal tender/bid form, the decision of TIA, Bidhannagar Municipal Corporation, will be final and binding.

26. All usual deductions for taxes i.e. GST, PT, IT, and Labour welfare Cess etc.as per government rules are applicable will be made from the bills from time to time.

27. No conditional/ incomplete Bid shall be entertained.

28. In the event of e-Filing intending bidder may download the tender/bid document from the website www.wbtenders.gov.in directly by the help of Digital Signature Certificate.

29. Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed in the Website www.wbtenders.gov.in. Tender/Bid document may be downloaded from website & submission of Technical Bid /Financial Bid as per Tender/Bid Schedule.

30. The Bidder, at the Bidder's 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 Quotation, the cost of visiting the site shall be at the Bidder's own expense. Traffic management and execution shall be the responsibility of the Agency at his/her/their risk and cost.

31. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the ULB. The TIA, Bidhannagar Municipal Corporation reserves the right to accept or reject any or all the offered bid/bids without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at any stage of Bidding.

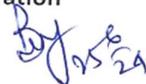
32. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.

33. During scrutiny, if it is come to the notice to tender/bid inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tender/bidder will not be allowed to participate in the tender/bid and that application will be out rightly rejected without any prejudice.



34. Before issuance of the work order, the tender/bid/bid inviting authority shall verify the credential & other documents with the originals of the lowest bidder. All such documents shall have to be furnished by the lowest bidder within 3 (three) days from the date of opening of financial bid at chamber of the undersigned of this office. After verification, if it is found that such documents submitted by the lowest bidder is either manufacture or false, in that case, L.O.A./work order will not be issued in favour of the bidder under any circumstances.
35. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:
- Municipal Form –WB Form no. 2911
 - NIQ
 - Special terms & Condition
 - Technical bid
 - Financial bid
36. Agency 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 thereto and the rules made and order issued there under from time to time.
37. 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/bid 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/bid. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.


Finance Officer
Bidhannagar Municipal Corporation


05/24

Copy forwarded for necessary information to: -

- Chief Auditor, Bidhannagar Municipal Corporation.
- P.A. to Hon'ble Mayor, Bidhannagar Municipal Corporation.
- P.A. to Commissioner, Bidhannagar Municipal Corporation.
- Office Notice Board.
- Official Website.
- Publication to newspapers.


Finance Officer
Bidhannagar Municipal Corporation



INSTRUCTION TO TENDER/BIDER/BIDDERS/BIDDERS/BIDDERS SECTION – A

1. General guidance for e-tender/biding

Instructions/ Guidelines for tender/bidder/bidders for electronic submission of the tender/bids/bids have been annexed for assisting them to participate in e-tender/biding.

2. Registration of Tender/bidder

Any tender/bidder willing to take part in the process of e-tender/biding will have to be enrolled and registered with the Government e-procurement system, through logging on to <http://wbtender/bids/bids.gov.in>. The tender/bidder is to click on the link for e- tender/biding site as given on the web portal.

3. Digital Signature certificate (DSC)

Each tender/bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tender/bids/bids, from the service provider of the National Information's Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Web Site stated in Clause 2 of Guideline to Tender/bidder. DSC is given as a USB e-Token.

4. The agency can search and download NIB and Tender/bid Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Tender/bid Documents.

5. Submission of Tender/bids/bids.

General process of submission, Tender/bids/bids are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal and the other is Financial Proposal before the prescribed date and 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 further two covers (folders).

A-1. Statutory Cover Containing

- i. Prequalification Application (Sec-B, Form – I)
- ii. Scanned Copy of Demand Draft for EMD as prescribed in the NIQ, against each serial of work in favour of The Bidhannagar Municipal Corporation, payable at Kolkata.
- iii. Financial Statement (Section – B, Form – II).
- iv. Affidavits (Ref:- format for general affidavit shown in “Y” Part “B”.)
- v. Printed Tender/bid/Quotation Form and NIQ with all addenda and corrigendum (**download and upload the same Digitally Signed, quoting rate will only encrypted in the Price Schedule under Financial Bid. In case quoting any rate in Printed Tender/bid Form the tender/bid will be summarily rejected**).
- vi. Special Terms, condition and specification of works.
- vii. Certificate of Bank Guarantee by any Nationalized Bank (if required).
- viii. Bank Solvency Certificate.



A-2. Non statutory Cover Containing (as applicable) :-

- i. Professional Tax (PT) deposit receipt challan (up to date), PAN Card, IT, IT Return for the Current Assessment year, GST Registration Certificate (up to date).
- ii. Registration Certificate under Company Act. (If any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Tax Audit Report along with Balance Sheet and Profit and Loss A/c for the Last five years (year just preceding the current Financial Year will be considered as year – I)
- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Agencies' Co.-Opt.(S)
- vii. List of machineries possessed by own/arranged through lease deed along with authenticated documents of lease / sub-lease / hire basis etc.
- viii. List of laboratory Instrument.
- ix. List of technical staff along with structure and organization (Section–B, Form–III).
- x. Credential: Scanned copy of Original Credential Certificate as stated in NIQ.

Note: -

- 1) Failure of submission of any of the above mentioned documents will render the quotation liable to reject.
- 2) The 'L1' bidder shall submit the hardcopy of the documents to the tender/bid inviting authority with his acceptance letter of the LOI. Failure to submit the hardcopy with the acceptance letter within the time period prescribed or the purpose, may be construed as an attempt to disturb the tender/biding process and dealt with accordingly legally including blacklisting of the bidder.

B. Tender/bid/Bid Evaluation

- i. Opening and evaluation of tender/bid: - If any tender/bidder is exempted from payment of EMD, copy of relevant Government order needs to be furnished (applicable in case of Registered Labour Co-Operative Society).
- ii. Opening of Technical proposal: - Technical proposals will be opened by the Bid Inviting Authority electronically from the website using his/ her Digital Signature Certificate.
- iii. Cover (folder) of statutory documents should be opened first and if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender/bid will summarily be rejected.
- iv. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded and handed over to the Tender/bid Evolution Committee. Scrutiny of technical proposal and recommendation thereafter and processing of comparative statement for acceptance etc. will be made by the Finance Officer, Bidhannagar Municipal Corporation.
- v. Uploading of summary list of technically qualified tender/bider.
- vi. Pursuant to scrutiny and decision of the screening committee the summary list of eligible tender/bidder and for which their proposal will be considered and uploaded in the web portals.
- vii. While evaluation, the committee may summon the tender/ bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.



C. Financial proposal

To be uploaded digitally signed by the Bidder.

6. Financial capacity of a tender/bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.Q. to be derived from the information furnished in FORM-I and II (Section-B) i.e., Application (for Pre- qualification) and Financial Statement. If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender/bid Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Tender/bidder, the Tender/bidder will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Authority.

The audited Balance sheet for the last five years, net worth bid capacity etc. are to be submitted which must demonstrate the soundness of Tender/bidder's financial position, showing long term profitability including an estimated financial projection of the next two years.

7. Penalty for suppression / distortion of facts

Submission of false document by tender/bidder is strictly prohibited and in case of such act by the tender/bidder the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

8. Rejection of Bid

The tender/bid accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Tender/bidder or Tender/ bidders or any obligation to inform the affected Tender/ bidder or Tender/bidders of the ground for tender/bid accepting authority action.

The Tender/bidder who's Bid has been accepted will be notified by the Tender/bid

Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance

The Letter of Acceptance will constitute the formation of the Contract.

The Agreement in Printed Tender/bid Form will incorporate all necessary documents e.g. N.I.Q., all addenda-corrigendum, special terms and condition (Section –C), different filled-up forms (Section –B), Price Schedule and the same will be executed between the Tender/bid Accepting Authority and the successful Tender/bidder.

Finance Officer
Bidhannagar Municipal Corporation



SECTION – B
FORM –I
PRE-QUALIFICATION APPLICATION

To
The Finance Officer,
Bidhannagar Municipal Corporation

Ref: - Tender/bid

For _____

_____ (Name of work) _____

N.I. Q. No.:

Dear Sir,

Having examined the Statutory, Non statutory and NIQ documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / we on behalf of _____ in the capacity _____
_____ duly authorized to submit the order.

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

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

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

Enclose: - e-Filling:-

1. Statutory Documents
2. Non Statutory Documents

Date: -

Signature of applicant including title

and capacity in which application is made.



SECTION – B
Form –II
FINANCIAL STATEMENT

B.1 Name of Applicant:

B.2 Summary of assets and liabilities on the basis of the audited financial statement of the last five financial years.

(Attach copies of the audited financial statement of the last five financial years)

	1st Year (Rs. In lakh)	2ndYear (Rs. In lakh)	3rd Year (Rs. In lakh)	4th Year (Rs. In lakh)	5th Year (Rs. In lakh)
a) Current Assets : (It should not include investment in any other firm)					
b) Current liabilities : (It should include bank over draft)					
c) Working capital : (a) – (b)					
d) Net worth : (Proprietors Capital or Partners Capital or Paid up Capital + Reserve and surplus)					
e) Bank loan/ Guarantee : (As per clause G.2. with all sub clauses)					

B.3 Annual value of construction works undertaken :

Work in hand i.e. Work order issued	As on 31.03.2014	As on 31.03.2013	As on 31.03.2012	As on 31.03.2011	As on 31.3.2010	As on 31.03.2009

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date_____



AFFIDAVIT“Y”

Declarationofthe Bidder

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Appropriate Value and Duly Notarized)

I,, son of

....., aged about years by occupation

..... do hereby solemnly affirm and confirm as follow:

1. That, I am the of have duly authorized by and competent to affirm this affidavit on behalf of the said Bidder.
2. That, I have inspected the site of work covered under NIB (NIB No.) circulated through Office memo bearing No. ----- dated ----- and have made myself fully acquainted with the site conditions existing level/proposed level and local conditions in and around the site of work. I have also carefully and meticulously gone through the Bid documents. Bid of the above named Bidder is offered and submitted upon due consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid Bidder, being lawfully and duly authorized, promise to abide by all the covenants, conditions and stipulations of the Contractual documents and to carry out, complete the works to the satisfaction of the Bid accepting Authority of the Work and abide by all instructions as may given by the in-Charge of the work time to time. I also hereby undertake to abide by the provisions of Law including the provisions of Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, GST Act, Income Tax Act as would be applicable to the Agency upon entering into formal Contract / agreement with the Bid Inviting/Accepting authority.
3. That I declare that, no relevant information as required to be furnished by the Bidder has been suppressed in the Bid documents.
4. That the statement above made by me is true to my knowledge. Deponent

Solemnly affirmed by the said
.....

Before me.
.....

(1st class Judicial Magistrate / Notary Public)



SECTION - B
FORM- III
STRUCTURE AND ORGANISATION

A.1 Name of Applicant:

A.2 Office Address :

Telephone No. and Cell Phone No. :

Fax No. : E

mail id :

A.3 Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :

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

Signature of applicant including title

and capacity in which application is made.



FORM-IV

C. DEPLOYMENT OF MACHINERIES (in favour of owner/lessee): -

(Original document of own possession arranged through lease deed to be annexed)

(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of machineries.)

Name of Machine/ Instrument	Make	Type	Capacity	Motor/ Engine No.	Machine No.	Possession Status		Date of release If Engaged
						Idle	Engaged	

For each item of equipment the application should attach copies of
(i) Document showing proof of full payment, (ii) Receipt of Delivery, (iii) Road
Challan from Factory to delivery spot, is to be furnished.

Signature of applicant including title

and capacity in which application is made.

Signature Not Verified

Digitally signed by PRIYAM DEY
Date: 2024.07.03 11:55:23 IST
Location: West Bengal WB 13 | Page

c)

Bidhannagar Municipal Corporation

ITEM RATE TENDER AND CONTRACT FOR WORKS

CONDITIONS OF CONTRACT

Clause 1 - Every person submitting a tender at the time of such submission deposit earnest money calculated at 2% of the estimated amount put to tender by a bank draft drawn on a local public sector bank in favour of Bidhannagar Municipal Corporation. 8% of the tender amount will be deducted from the 1st running bill as security deposit. Total Security deposit thus need 10% (2% earnest money + 8% security deposit deducted from 1st RA Bill).

Clause 2 - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract, on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Authority (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work shown by the tender for every day that the work remains uncommenced or unfinished of the tendered amount after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him withindays from the date of order for commencement of 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. In the event of the contractor failing to comply with any of the condition herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the (whose decision in writing shall be final) may decide on the said tendered amount of the whole work for every day that the due quantity of work remains incomplete PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent amount 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

Earnest money & Calculated at 2% the estimated amount put to tender at time of submission of tender Security deposit will be 10% inclusive of earnest money

Compensation for delay

of his security deposit (whether paid in one sum or deducted by instalments) the Executive Engineer on behalf of the Bidhannagar Municipal Corporation shall have power to adopt any of the following courses as he may deem best suited the interest of Bidhannagar Municipal 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 Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Authority.
- b) To employ labour paid by the Departments 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 certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- d) 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 (the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Authority under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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

Clause 4 - In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 hereof, shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain uneffected. In the event of the Executive Engineer putting in force either of powers (a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plants, materials and stores in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer may remove whose Certificate thereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorised 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 Executive Engineer may remove them at the contractor's expense or sell them by auctions or private sale on account of the contractor and at his risk in all respects, and the certificate of the

Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Extension of time.

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

Final Certificate.

Clause 7 - No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge. whose certificate, of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accounting of any claim, not shall it conclude, determine or affect in any way the power of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payment on intermediate certificate to be regarded as advances.

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

Submitted monthly.

Bills to be on printed forms,

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

Payments of contractor's bills to Banks.

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

- (i) an authorisation in the form of a legally valid document. e.g. irrevocable power-of attorney conferring authority on the Bank to receive payment; and
- (ii) his own acceptance of the account made out as being due him by Authority or his signature on the bill or other claim "" preferred against Authority 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

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for the payment, the contractor should wherever possible, present his bills duly receipte and discharged through his Bankers.

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

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

Stores supplied Bidhannagar Municipality

Note 2.- Nothing herein contained shall operate to create in favour of the Bank any; rights or equities *vis-a-vis* municipal authority.

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

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

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

Clause 12 - The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings design and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specific as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates if any may be specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such' proportion. And if the altered additional or substituted work includes any class of work; for which no rate is specified in this contract then such class of work shall be carried out of the rates entered in the schedule of rates of the district, which was in force at the time of the acceptance of the contract minus/plus the percentage which the total tendered amount bears to the estimated cost of entire work put to tender, and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-Charge by determining the rates on analysis work out from (a) the basis rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In case when such rates are determined on analysis by the Engineer-in-Charge under (a) above, the stipulated percentage above or below schedule 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 of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for an altered, additional or substituted work under this clause, the decision of Board of Councilors shall be final and binding.

Alterations in specifications and designs.

Do not invalidated contracts.

Extension of time in consequence of alternation.

Rates for works no in estimated schedule.

Clause 12A - In the case of any altered, additional substituted work, which the contractor is required, under the preceding clause 12, to do at the rates specified in the tender for the main work or on the basis of the rates in the schedule of rates of the district 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 the rates in respect of such additional materials and the Engineer-in-Charge may revise such rates having regard to the increase in the market price of such materials. In the event of a dispute the decision of the Superintending Engineer of the Circle shall be final and binding and this contract shall be constituted as if the said revised rates for the said additional materials had been incorporated in this contract as being applicable to such work.

Clause 13 - It at any time after the commencement of the work of the Governor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall have any claim for compensation by reason of any alterations having been made in the original specification drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

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

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

Action and compensation payable in case of bad work.

Works to be open to inspection.

liable to pay compensation at the rate of one per cent, on the amount of the estimate for every day not exceeding ten days, while, his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respect 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 Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for that purpose Orders given to the contractors agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible agent to be present.

Clause 16 - The contractor shall give not less than five day's notice in written to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been or 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.

Contractor liable for damage done and imperfection for 3 months after certificate.

Clause 17 - 1. If the contractor or his workmen or servants shall break, deface injure or destroy any part of a buildings, in which they may be working or any building, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone post or wire, trees, grass or grassland or cultivated ground contiguous to the premises on which work or any part of it is being executed or if any damage shall happen to the work which in progress, from any cause whatever or any imprefection become apparent in it within three months (six months in the case of road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid the contractor shall made the same good at his own expense, or in defaults, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter become due to contractor, or from his security deposit or the proceeds of the sale thereof a sufficient portion thereof.

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

Contractor to supply plant, ladders, scaffolding etc.

3. 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 the own cost materials (except such . special materials if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cardage. tackle Scaffolding and temporary works requisite proper for the proper execution of the work, whether original altered or substituted, and whether included specification or other documents forming part of the contract or referred to in these conditions or not. or which may be necessary for the purpose of satisfying or complying with the requirements of the

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

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

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

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

Authority shall not be bound to contest any claim made against it under Section 12, Sub section (1) *bf* the said Act, expect on the written request of the contractor and upon his given to Bidhannagar Municipal Corporation full security for all costs for which Authority might become liable in consequence of contesting such claim.

Clause 19- No female labour shall be employed Within the limits of a cantonment.

Labour

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

Clause 19B- The contractor should pay his labourers wages not less in amount than what is considered reasonable for the locality by the superintending Engineer.

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

Work on Sundays

Clause 21 - The contract shall not be assigned or sublet without specific orders from Bidhannagar Municipal 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

Work not to be sublet.

any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Authority in any way relating to his office or employment, or if any such office 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 in the disposal of Authority and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid ' for any work thereto for actually performed under the contract.

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

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

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 Bidhannagar Municipal Corporation without reference to the actual loss or damage sustained and whether to not any damage shall have sustained.

Changes in constitution of firm.

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

Works to be under direction of Superintending Engineer.

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 Executive Engineer 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.

Lump sums in estimates.

Clause 25 - When the estimate on which the tender is made includes lump sums respect of parts of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as the payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification.

Clause 26 - 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 instructions and requirements of the Engineer-in-charge.

Definition of works.

Clause 27 - 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 or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered substituted or additional.

Clause 28- The contractor (s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangement 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 labour camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection there with and incidental thereto.

Clause 29 - contractor has to submit completion report along with the completion drawing form of cost in triplicate after which final will be dealt with.

Schedule showing (approximately) materials to be supplied by the works and Buildings department under clause 10 and 26 for work contracted to be executed and the rates at which they are to be charged f01:

Particulars	Rates at which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	p .	

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

Signature of contractor

**Signature of Executive Engineer
Bidhannagar Municipal Corporation**

ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the Subdivisional Officer, the value of the cement returned to the Department will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of the Executive Engineer or the sub Assistant Engineer (if nominated for the purpose by the Executive Engineer) he may be held -guilty of theft. In this connection the provision of clause 10 may be referred to, where it is clearly stated that all materials issued to the contractors shall remain the property of Government.

2. The contractor shall have to make his own arrangements for water, both for the work and use by his cooly. etc., for steam road rollers and for all tools and plant, etc., required on the work.

3. Contractors will be responsible for the payment 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 Government property and will be disposed of to the best advantage of Government.

7. Owing to difficulty in obtaining certain materials in the open market Authority have undertaken to supply materials specified in the schedule on pageof the Tender form at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that his labour may not remain idle nor 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 Government on account of delay in supplying materials.

8. The minimum period for which a road roller is required to be used by a contractor shall be determined by the Executive Engineer on the basis of the quantity of metal that can be consolidated by a roller 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 additional period the roller works.

9. No compensation for any damage done by ram 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 electric connection will be made by this Bidhannagar Municipal Corporation but the contractor will bear all expense.

11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.

12. The contractor should give complete specification showing the method of execution and the quantity and quality of material they intend to use per hundred sq.ft. area.

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

14. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any under clause 12 of the contract, if such additional work shall consist of item which have already been quoted for, or, items not quoted for but appearing in Districts Schedule.

15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, municipal authority 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 deposit material on any side which will seriously inconvenience the public. The Engineer-in-charge may require the contractor(s) to remove any materials, which are considered by him to be a danger or an inconvenience to the public or cause them to be removed at the contractor's cost.

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

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

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

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVERNMENT

Road rollers, if available, shall be supplied by the Government on hire upon payment of the charges at the rates and on the conditions specified below. The contractor should requisition road rollers at least six weeks before the date on which these 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 no compensation for loss of labour or any other shall be entertained.

A-hire Charges

(1) Road-rollers, petrol, diesel or steam-8 tons or overRs. 1501/- per day

(2) Road rollers petrol, diesel or steam-6 tons or lessRs. 120/- per day

The pay of drivers, firemen or khalasi and chowkidar will have to be paid for extra at the following rates

(3) Petrol or diesel roller,	per roller-	
(i) One driver	@ Rs. 20/-	Per day
(ii) One Khalasi	@ Rs. 17/-	Per day

B-Conditions

1. (a) The road rollers will be made over and taken back at site of work. The charges for same shall be recovered at the prescribed rates (both the hire charges and the wages of drivers, fireman or khalasi and chowkidar) the date the road roller is made over till the date of its return even through the roller may not have been working for any cause except when it gets out of order (due to no fault of contractor) and requires major repairs. But such exemption shall only be allowed on specific orders of the Executive Engineer indicating the period for which exemption for payment of the above charges is allowed and the reason thereof. In all other cases of stoppage of a roller, the contractor shall be liable to pay for both the hire charges and wages for drivers, fireman or khalasi and chowkidars.

(b) The rollers and other equipments shall be fully utilized for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working condition. The maximum time limit including extra allowance in terms of working days for each type of rolling shall be as shown in the Statements I and II enclosed. Any excess time involved beyond this scheduled period shall be charged at double the normal rate of hire charge for each working day in excess. For these purpose part of a day shall be counted as a full day. No exemption shall be allowed unless the contractor applied for it and can prove to the satisfaction of the Engineer-in-charge that the excess time involved was not due to any fault of the contractor.

2. Rollers issued to contractors must remain in charge of the Departmental drivers throughout the period the same are used by the contractor and are not returned back by the contractor.

3. Rollers issued to contractor are to work for 6 days in the work with stoppage of work on the seventh day for general cleaning and petty repairs. Contractor will pay for hire charge as well as for the wages of driver, fireman or khalasi and chowkidar for the whole week. The cost of obtaining water for washing the rollers shall be borne by the contractor.

4. The hire charge are exclusive of cost of grease and lubricating oil, which will be supplied free by the Department.

5. Fuel, petrol and chopped fire-wood for the working of road rollers match and kerosine oil require for lighting up will be supplied by the hirer at his expense. Steam coal for steam road rollers and diesel oil for diesel road rollers will be supplied by the Department at the rate scheduled at page 11 of the agreement and cost debited to the contractor's account accordingly.

SPECIFICATIONS GOVERNING ISSUE OF ROAD ROLLERS

The number of working days to be allowed for finishing each individual item of work is shown below with extra allowances.

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

STATEMENT - I

(a) for steam road roller or diesel road roller -8-10 tonnes or over

NB.- Each working day means each roller day i.e. 8 hours working in a day with one roller.

SI. No.	Item of works	Time to be allowed for completion No. of working days	Remarks
1.	Rolling subgrade	1 6,000 sft. per day (of finished road surface)	Extra allowance may be 1 day for each completed mile.
2.	Rolling sub grade with single brick flat soling	12,000 sft. per day (Do)	(Do)
3.	Do - with double brick flat soling	10,000 sft. per day (Do)	(Do)
4.	Do - with a single brick-on-edge over a brick flat soling	8,000 sft. per day (Do)	(Do)
5.	Rolling Jhama metal	1,000 eft, per day (of new metal)	Extra allowance may be 2 days for each completed mile
6.	Rolling Stone metal-		
	a) Rajmahal or Pakur of similar trap metal	500 eft. per day (Do)	(Do)
	b) Other kind of stone metal	600 eft. per day	(Do)
7.	Rolling dry chips or buzree in painting works (size 3/4" or 1 1/2") in new works ...	6,000 eft, per day (of finished road surface)	Extra allowance may be 1 day for each completed mile
8.	Do over painted road surface	8,000 eft. per day (Do)	(Do)
9.	Roiling premixed chips or buzree (3/4" size) with paint-		
	a) Initial cost	4,000 sft. per day (Do)	(Do)
	b) Other painted surface	5,000 sft. per day (Do)	(Do)
10.	Rolling Carpet -		
	a) Inch thick	4,000 sft. per day (Do)	(Do)

Statement-II

(b) For steam road roller or diesel road roller-6 tons or less.

Time to be allowed in respect of each item of work is the same as per Statement 1 in case of roller of 8 tons or above plus 25 per cent extra.

Extra allowances may be the same as per Statement in case of roller of 8 tons or above.

TAR AND BITUIVIEN

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

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

ADDITIONAL CLAUSE

1. **In** cases 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 load whenever it is possible and economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should not 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". Station Staff Officers or the Controller Suppliers of the stations concerned.

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

Signature Not Verified

Digitally signed by PRIYAM DEY
Date: 2024.07.03 11:54:47 IST
Location: West Bengal WB

