

Notice Inviting Tender

For

***B.R.AMBEDKAR INSTITUTE OF PANCHAYATS
AND RURAL DEVELOPMENT
KALYANI, NADIA***

GOVERNMENT OF WEST BENGAL
PANCHAYATS & RURAL DEVELOPMENT DEPARTMENT
B.R.AMBEDKAR INSTITUTE OF PANCHAYATS & RURAL DEVELOPMENT
KALYANI::NADIA :: WEST BENGAL ::741235

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NOTICE INVITING TENDER FOR CIVIL WORKS

NIT No.- 05-2018-2019

Dated: 10.10.2018

The Executive Engineer, B.R.A.I.P.R.D., Kalyani, Nadia, invites sealed Tender in percentage rates for each of the following works by two cover system -Resourceful and bonafide contractors may submit their bids. The intending contractors must have completed at least one work of similar nature within last five years, value of which is not less than 40% of the value put to tender. The prequalification documents are to be uploaded in two separate folders. One of the folder shall contain Technical documents along with scanned copy of challan for cost of Earnest Money. Financial Bids are to be uploaded in another folder.

Sl. No	Name of the Work	Amount Put to Tender (in Rs.)	Earnest Money (in Rs) @2%	Bid Validity Date	Time of Completion From the date of work Order
1.	Up gradation Cyber Room cum common Room at Hostel 1 at Gandhi Bhavan under BRAIPRD, Kalyani, Nadia, West Bengal.	210783.00	2% of the Estimated Amount	120 Days	45 Days
2.	Renovation of Toilets (21 Nos) of Hostel 1 at Gandhi Bhavan Kalyani , Nadia.	2670348.00	2% of the Estimated Amount	120 Days	90 Days
3.	Maintenance of Existing Black Top Road with in the campus of Gandhi Bhavan, Under BRAIPRD Kalyani Nadia..	605893.00	2% of the Estimated Amount	120 Days	90 Days

Intending bidders may download tender documents from e-procurement portal of our website:

<https://wbtenders.gov.in> and www.wbprd.nic.in and www.siprd.org from the date as mentioned in the Table bellow [See the Table Date and Time for Tender Flow]

B.R.A.I.P.R.D., does not take any responsibility for the delay caused due to non availability of internet connection traffic jam etc. for the online bids. **Earnest Money must be deposited** by online Banking service of **ICICI BANK** in E-procurement system. The pre-qualification documents alone will be opened by the Executive Engineer , BRAIPRD, Kalyani,Nadia in presence of bidders present.

The Financial bid will be opened after evaluation of technical bid **and** the bid documents of nonqualified bidders will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line. No individual intimation will be given.

The Executive Engineer, BRAIPRD, Kalyani,Nadia reserves the right to reject or cancel any or all pre-qualification documents and financial bid document without assigning any reason what so ever.

1% cess under W.B building and other construction workers (Regulation of Employment& Conditions of service) Welfare cess Act, 1996 will be deducted from the running and final bills.

Date and Time for Tender Flow :

SL No	Particulars	Date and Time
1	Date for Publish of Tender [Online]	12.10.2018 at 14:00 Hrs
2	Document Download Start Date[Online]	13.10.2018 at 10:00 Hrs
3	Bid Submission Start Date[Online]	13.10.2018 at 12:00 Hrs
4	Bid Submission End Date[Online]	02.11.2018 at 11:00 Hrs
5	Date of Opening for Technical Bid[Online]	05.11.2018 at 13:00 Hrs
6	Date of Opening of Financial Bid[Online]	To be notified

Sd/

**Executive Engineer (P&RD)
BRAIPRD, Kalyani, Nadia.**

No: 1148(10)/I-27/2018 Part- I

Date: 10.10.2018

Copy forwarded for information and necessary action to: -

1. The Principal Secretary to the Government of West Bengal, Panchayats & Rural Development, Joint Administrative Building, Block - HC7, Sector - III, Salt Lake, Kolkata – 700106
2. The Special Secretary to the Government of West Bengal, Panchayats & Rural Development, Joint Administrative Building, Block - HC7, Sector - III, Salt Lake, Kolkata – 700106. With the request to upload the notice in the Department Website
3. District Magistrate, Nadia,
4. The Additional Executive Officer, Nadia Zilla Parishad
5. The Additional Executive Officer, N24 ZP
6. The Superintending Engineer, B.R.A.I.P.R.D., Kalyani, Nadia
7. The Sub-Divisional Officer, Kalyani, Nadia.
8. The Chairman Kalyani Municipality, Kalyani, Nadia.
9. DIO, NIC, Nadia with request to upload it in the district website.
10. Dr. Dipak Seal, Librarian, BRAIPRD with request to upload it in the Office Website.

Sd/

**Executive Engineer (P&RD)
BRAIPRD, Kalyani, Nadia.**

A) Eligibility of Contractors:

1. Contractors / Firms / Registered Unemployed Engineers' Co-operative Societies / Registered Unemployed Labor Co-operative Societies and bonafied outsider contractors with sound financial status and having experience in timely completion of similar nature of work as mentioned above and also who have satisfactorily completed at least one similar type of work and having a magnitude of not less than 40% of the value of work for which applications are invited or they / he / she should be satisfactorily executing currently at least one similar nature of work and having completed billing not less than 40% of the value of work for which tender is invited. Turnover in any of the last 5 years should not be less than same of the tender value. The relevant documents supporting turnover must also be uploaded at the time of submission of bids.

2. The credential should be in the same name & style of the intending Tenderer only, and not in the name and /or style of any of the Partner(s).

3. The successful bidder shall establish **field testing laboratory** equipped with requisite instruments in conformity with relevant code of practice and technical staff according to the requirement of works.

4. Duly attested photocopies of Authentic documents of experience, resource and financial solvency in the shape of payment certificates supported with relevant Work Orders and / or completion certificate issued by authority not below the rank of Executive Engineer of works already executed during last 5 (five) years and details of technical personnel under his / her / their incumbency etc are to be uploaded online and manually to be produced at the time of opening of Tender. Tender without documentary evidence of having in possession of machinery and equipment may not be entertained. Relevant certificate from any Nationalized Bank in proof of financial solvency need also be submitted along with the tender with Technical Bid.

5. The intending Tenderers should furnish a list of works executed by them / him / her of similar nature and magnitude as mentioned above with necessary certificate from the concerned Executive Engineer or an Engineer of same rank or above of any Government / Government undertaking regarding satisfactory performance of such works are to be uploaded online and manually to be produced at the time of opening of Tender. In absence of the above details tender may not be accepted.

6. Insurance

6.1 The Contractor at his cost shall provide "CONTRACTORS ALL RISKS INSURANCE" cover, in the joint names of the Employer and the Contractor, from the Start Date to the date of completion, on the amounts of full contract price in the Contract Data for the following events which are due to the Contractor's risks:

a) loss of or damage to the Plant and Machineries including laboratory equipments;

b) loss of or damage to works executed and materials procured for the work;

c) loss of or damage to contractors own property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

d) Personal injury or death.

e) Third party liability.

7. All the related documents are to be produced **IN ORIGINAL** to this office as and when asked for.

8. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * M - B)$$

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of **8 percent simple interest a year**) taking into account the completed as well as works in progress.

N = 1

M = 3.0

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

B) Application for getting Tender Document

1. Intending Tenderers are requested to download the Tender Document from our website <https://wbtenders.gov.in> and www.wbprd.nic.in and www.siprd.org within the stipulated time.
2. NO INTENDING TENDERER IS ALLOWED TO APPLY for more than one no. of works, unless the turnover remains at desire level after successive deduction of value awarded work opened as per sequence.
3. All the relevant documents in support of the eligibility are required to be submitted along with the Tender itself.

C) Earnest Money 1. The amount should be deposited in *State Bank of India In the Account No. 11151091846, IFSC CODE SBIN001082 In Favour of "Director BRAIPRD, Kalyani, West Bangal" Branch code 1082, Kalyani Branch.*

D) Submission of Tender

1. All intending Tenderers are required to upload scanned copies of duly attested photocopies of all valid and up-to-date Income Tax and Professional Tax clearance certificates and all relevant documents in support of proof of their eligibility together with a forwarding letter mentioning the list of enclosures submitted along with the Tender.
2. Intending Tenderers may submit Tender for more than one work. But, in that case, uploading of all relevant documents to be done separately.
3. The Documents IN ORIGINAL are to be produced to this office as and when asked for.
 - i) To qualify for award of the Contract, each bidder should have in the last five years: Achieved in any one year during last five years in the same name and style (excluding current year) **a minimum financial turnover** as certified by chartered accountant and at least 50% of which is from civil engineering construction works equivalent to amount given below.
 - ii) **100% of amount put to bid.**
 - iii) **The turnover will be indexed @ 8% for a year.**

The attested copy of payment certificate must be submitted for evaluation of amount of civil engineering work done.

F. The working capital shall not be less than 15% (Fifteen percent) of the amount put to tender out of which minimum 10 % (Ten percent) shall be of applicant's own resource.

G) Documents to be enclosed along with the Tender

1. Pan Card.
2. Professional Tax Clearance Certificates.
3. Income Tax Clearance Certificate.
4. Valid 15 digit Goods and Service Taxpaper Identification Number (GSTIN) under GST Act, 2017 as per Memo No. 4374-F(Y), Dated: 13th July 2017, [Audit Branch, Finance Department, Govt. of West Bengal].
5. Payment Certificate of the work which the tenderer intended to furnish as support of proof of Experience.
6. Work Order of the works, against which the payment certificate is being submitted.
7. Credential Certificate from the employer, under whom the work has been executed / under execution.
8. All the relevant documents in support of proof of having road construction machineries, Tools & Plants, laboratory equipments etc in possession of the Tenderer in case of road work.
9. Details of technical personnel under the incumbency of the Tenderer.
10. Declaration, stating the fact of having well established Laboratory set up with competent Lab. Asstt. / Engineers as well as the capability of setting of Field Laboratory at site.
11. In case of Partnership Firm / Registered Company, the intending Tenderers are requested to submit the copy of the DEED of Partnership / relevant document in support of proof of so.
12. The intending tenderer in the same name and style should have achieved annual turnover of the year for 100% of proposed contract.

Opening of Tender

1. The Tenders, so received up to the stipulated time as mentioned in the NIT, only Technical Bid will be opened on and after the date & time fixed by the authority .

Terms and Conditions

1. All the Intending Tenderers are requested to visit the sites of works prior to the submission of Tender at their own effort and interest.
2. This Notice Inviting Tender will be treated as part of the Tender Document.
3. In case of any day, meant for this tender, appears to be an unscheduled holiday, the next working day will be treated as scheduled / prescribed day for the same purpose.
4. No materials, Tools & Plants etc. will be issued by BRAIPRD, Kalyani, Nadia..
5. No preconditioned tender will be accepted.
6. All the rates of works are inclusive of all taxes, cess, levy, octroi, royalties, transportation, loading, unloading, stacking, etc including all other incidental charges therein.
7. The Successful Tenderer, herein after called the Contractor, will have to execute an agreement on agreement form worth Rs. 100/- only(Non judicial stamp paper), and, will purchase two additional copies of Tender Document @ Rs. 1000.00 per set from this office, duly signed and submit to this office which will be treated as part of the Agreement.
8. Both, the Contractor and the employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The employer and the contractor have agreed that is a reasonable agreed amount of liquidated damages and the total amount of liquidated damages shall not exceed 10% of the contract price. The employer may deduct liquidated damages from payments due to the contractors. Payment of liquidated damages shall not affect the contractor's other liabilities. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
9. Necessary deduction towards GST, Income Tax and Welfare Cess etc. will be made as per Govt. norms, and Security Deposit @ 8% of the value of work will be deducted from each progressive Bill. The Earnest Money will form part of the Security Deposit.
10. The Contractor is to render performance guarantee of the works for a period of one year from the date of completion of the work. A retention towards performance guarantee / security amounting to 10% of the billed amount shall be made by in the first and following interim payments, until the amount so retained reaches a limit of retention money towards performance guarantee / security equal to 8% (10% including earnest money deposit) of contract price . At this stage or at any intermediate stage if the contractor so desires then the security deposit can be converted into any interest bearing security Bond/FD of schedule commercial Bank in the name of the Director, BRAIPRD, Kalyani, Nadia. for the security period.
11. The performance security will be repaid to the contractor after one year provided that the agency has executed the works and rectified any defect therein to the satisfaction of Engineer-in-charge.
12. In case of inadvertent typographical mistake found in the specific price schedule of rates, the same will be Treated to be so corrected as to confirm with the prevailing relevant schedule of rates and /or technically Sanctioned estimate.
13. The registered cooperative should submit the registration certificate, current renewal certificate of their cooperative from competent authority with Technical bid.
14. Escalation claimed by the Agency will not be entertained by Authority.
15. The authority reserves the right to accept or reject any or all the tenders without assigning any reason. And the right to add, alter or delete any of the conditions & terms, laid above, is also reserved.
16. Any bill (running account /final) payment of proposed executed work will be made as and when fund will be available from the concern source. No claim whatsoever for it delay in payment, if any.

17. Dispute Redressal System

If any dispute or indifference of any kind whatsoever arises in connection with or arising out of this Contract or the execution of works or maintenance of the works there under whether before its commencement or during the progress of works or after the termination, abandonment or breach of the contract it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the contract data above the rank of the Engineer. The competent authority shall within the period of 45 days after being requested in writing by the contractor to do so, convey his decision to the contractor. Such decision in respect of every matter so referred, subject to review as herein after provided, be final and binding upon the contractor. In case the work is already in progress, the Contractor shall proceed with the execution of works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence. The competent authority in this case shall comprise of the Chief Engineer (P&RD), Director BRAIPRD, DD Finance BRAIPRD, EE BRAIPRD.

18. Arbitration

In view of the provisions of clause on Dispute Redressal System, it is the condition of the contract that there will be no arbitration for the settlement of any dispute between the parties.

19. Bids from joint venture are not allowed.

20. Measures for Air and Noise Pollution:

All heavy equipments and machinery shall be fitted with Air Pollution Control and Noise dampening devices that are operating correctly stockpiled sands and soil shall be slightly wetted before loading, particularly, in windy condition, vehicles transporting sand and soil shall be covered with a tarpaulin. Stockpiled sand should be sprinkled regularly with water and dust suppression measures be taken to contain air pollution. All heavy equipments shall strictly follow the noise regulation.

21. Occupation of safety and health hazards at work and camp sites:

- i) All personnel at work site shall be provided with protective gears like, Helmet, Boots etc, so that injuries to personnel are avoided or minimized.
- ii) Children (less than 18 yrs.) and pregnant women shall not be allowed to work under any circumstances.
- iii) Dust suppression measures like sprinkling of water shall be ensure at all operations areas.
- iv) The construction camps shall have health care facilities for the all workers.

22. Clean up of construction work sites.

All operational areas under road construction works like work sites, office/storage area, work force camps, and borrow areas, shall be cleaned up and restored to its previous state soon after operations are complete..

23. Price Adjustment & Escalation in price and in rates of materials, P.O.L. etc. or for anything else will not be allowed to the agency in any circumstances.

24. Mobilization Advance and Secured Advance will not be allowed

25. In the event of acceptance of lowest tendered rate no multiple lowest rates will be considered by the BRAIPRD. Negotiation in any form will not be allowed.

26. The Executive Engineer, BRAIPRD, Kalyani, Nadia. reserves the right to cancel the N.I.T. or any work of this N.I.T. due to unavoidable circumstances and no claim of any bidder in this respect will be entertained by the Deptt.

27. The successful bidder / contractor shall provide to the employer a total performance security of 5% of the contract price, for a period of completion of the work, if the Authority treated the bid as an unbalanced bid.

28. Message regarding "Technically Qualified / Disqualified" will be communicated to the Bidders, Financial Bid will be opened within a short period after such communication. In case of there be any objection regarding Technical Scrutiny, objection should be lodged to the under signed within 48 hours from time of uploading of the Technical Bid and subsequently communication to Bidder. Beyond that time schedule no objection will be entertained.

2. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going construction works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)	Anticipated Date of completion

N.B. Suppression of any fact regarding work-in-hand will be liable for non-responsive of bid
** Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.*

(B) Works for which bids already submitted: (Work-order not issued)

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any

Signature of applicant including Title

Sd/
Executive Engineer (P&RD)
BRAIPRD, Kalyani, Nadia.

**FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT FACILITIES BANK CERTIFICATE**

This is to certify that M/s ----- is a reputed company with a good financial standing. If the contract for the work, namely, _____ is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank _____

Stamp of the Bank _____

Note: Certificate should be on the letterhead of the bank.

FORMAT FOR AFFIDAVIT

I, Sri.....,S/o Sri.....,aged... Years, Residing at....., Proprietor/Partner/Director of....., do hereby solemnly affirm and declare in connection withas follows:-

1. That I, the undersigned, do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. That the undersigned also hereby certifies that neither any near relations of DE/EE/SE/AE/SAE of the Department nor any retired gazetted officers are in our Employment
3. The undersigned would authorise and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the authority to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance 180 days from the date of opening of financial bid.
5. The undersigned agrees to invest 25% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorise the authority to seek references from the Bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments as listed in the ITB of the bidding document immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site Laboratory with minimum testing equipments / apparatus as listed in the ITB to conduct the various tests on soil, aggregates, cement, concrete to maintain the quality at site. We will upkeep the Laboratory set-up in good condition of the Project.
9. We would deploy at site all necessary technical Personnel for efficient contract management and supervision of works with a view to achieving best quality of works at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document / MORD Specification book / SP 20/SP 72 to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
11. Any departure whatsoever in any form will be considered as breach of contract. In

such situation the Department at his liberty may with hold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.

12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

4) To Keep the Works in good condition:

As per norms of the Govt. After completion of the construction / renovation if any additional / excess work is required over the stipulated quantity in the schedule, the same will be treated as defect liability and the Contractor will have to do the maintenance work at his own cost.

i) No Mobilization Advance and Advance against purchase of equipment will be paid for the work.

ii) No Secured Advance will be paid for the work under any circumstances. Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. will be entertained.

iii) All duties, taxes, royalties, cess, [including 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other levies payable by the Contractor under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder. **1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Welfare Cess Act, 1996 will be deducted from the running bills.**

5) Preparation of Bids/Tender Documents

a) Language of the Bid / Tender documents will be in English.

b) Documents Comprising the Bid/ Tender documents.

i) The Bid submitted by the Bidder shall be in two separate parts:

Part I This shall be named **Technical Bid** and shall comprise of.

1) Bidding documents (Technical Bid) and Earnest money.

[Tender with all other documents along with BOQs, brief description, rates, schedule of works, drawings etc. of work including Tender documents can also be downloaded from Govt. of West Bengal e-tendering Web site: www.wbprdnic.in.

2) Authorised address and contact details of the bidder having the following information:-

Address of communication:-

Telephone No(s) Office:-

Mobile No:- Facsimile (FAX) No:-

Electronic Mail Identification (E-mail ID):-

3) Schedule of Quantities

4) Bidding Document

5) **Bid Validity** - Undertaking that the bid shall remain valid for a period of **120 (one hundred twenty) days** after the deadline for financial bid date for bid submission. A bid valid for a shorter period **shall be rejected by the under signed as non responsible bidder.**

Part II. It shall be named **Financial Bid** and shall comprise of:

(i) Bill of Quantity [The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.]

6) Content of Bidding Documents

The set of bidding documents comprises the documents listed below

1) Notice Inviting Tender

2) Conditions of Contract

3) Specifications (Schedule of Quantity)

4) Bill of Quantities

Special terms and conditions and specification of works:

C.1 Definition of Engineer-in-Charge and commencement of work :

The word “Engineer-in-Charge” means the Executive Engineer, P&RD. BRAIPRD, Kalyani, Nadia. The word “Department” appearing anywhere in the tender documents means BRAIPRD, Kalyani, Nadia 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. Work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of 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.

C.2 Terms & Conditions in extended period :

When an extension of time for completion of work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor 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.

C.3 Co-operation with other agencies and damages and safety of users :

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 users and occupants of the adjacent locality, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality 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.

C.4 Transportation arrangement:

The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have arrange at his own initiative so that progress of work will not hamper and no claim whatever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

C.5 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 or sent by post to such office or delivered to the contractor’s authorized agent or representative.

For such intimation to the contractor’s site office, it shall be deemed to the sufficient enough to be served upon the contractor.

C.6 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 local bodies, ferry charges, Toll charges, loading and unloading charges, handling chargers, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

C.7 Authorized Representative of Contractor:

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and 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 shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-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 here-in-above, which the representative will be authorized for. Even after first approval, the Engineer-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 Engineer-in- Charge shall not be bound to assign any reason for his revised directions. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.

C.8 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.

C.9 Extension of time :

No extension of time will be granted due to preliminary works and non-availability of materials etc. 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, enhanced 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 this 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 W.B.F. No.2911 (ii).

C.10 Contractor's Godown:

The contractor must provide suitable go downs 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 solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these go downs 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 as per directed of the Engineer-in-Charge.

C.11 Arrangement of Land :

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

C.12 Site Order Book :

The contractor shall within seven days of receipt of the work 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 Site Order Book on behalf of the Engineer-in-Charge. The Site Order Book shall be kept at the site of work under the custody of Assistant Engineer or his authorized representative. The Site Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Site 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 Site 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 triplicate page of the Site Order Book for his own record and guidance. Cases of supplementary items or of claims may not be entertained unless supported by entries in the Site Order Book or any written order from the Tender Accepting Authority. The first page of the Site 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 Site 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 Sub-Divisional Officer/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 Site Order Book is recorded in the office of the Assistant Engineer.

C.13 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. Total length (in case of road project) shall be demarcated by proper chainaging along with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of 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.

C.14 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 machinery and equipments like Level Machine, Staff, Theodalite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour require for setting out the levels for laying out different 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.

C.15 Supplementary / Additional items of Works :

Notwithstanding the provisions made in the related printed tender form any item of the work which can be legitimately be considered as not stipulated in the specific price 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 analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W. Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforce up to the date of Technical Sanction of the estimate of the work of this N.I.T.

(c) In Case, addition items do not appear in the above Public Works Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce up to the date of Technical Sanction of the estimate of the work of this N.I.T.

(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 of work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not 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 Site Order Book or any written order by the tender accepting authority.

C.16 Covered up works :

When one item of work is to be covered up by another item of work the latter 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 for proceeding with the latter 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 latter item.

C.17 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 and brand of such materials shall have to be done by the concerned Department or as directed by Engineer-in-Charge prior to utilization in the work.

C.18 Water and energy :

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machinery, for operating 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, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from BRAIPRD.

C.19 Serviceable Materials :

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to the Engineer-in-charge of work 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 BRAIPRD, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-charge.

C.20 Unserviceable Materials :

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed 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.

C.21 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 BRAIPRD, Kalyani, Nadia

C.22 Idle labour & additional cost :

Whatever may be the reason no claim on 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.

C.24 Charges and fees payable by contractor :

a) The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law. b) The Contractor shall save, harmless and indemnify the BRAIPRD 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 right 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.

C.25 Compliance of different Acts :

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or the BRAIPRD, Authority may at his 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.

C.26 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)
- (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) 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,
- (d) ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

C.27 Commencement of work :

The work must be taken up within the date as stipulated in the work order and completed in all respects (including preparatory works or for any causes thereof) within the period specified in Notice Inviting Tender.

C.28 Program of work :

Before actual commencement of work the contractor shall submit a program of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a program 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 program in consultation with the contractor and such approved program 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 may pray in writing, showing sufficient reasons therein for modification of program. The conditions laid down in the relevant clause regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and 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.

C.29 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 arises 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 from their responsibility for correctness and rectification thereof.

C.30 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 Engineer-in-Charge concerned will be recovered from the contractor.

C.31 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 commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

C.32 Procurement of materials :

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

C.33 Rejection of 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 noncompliance 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.

C.34 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.

C.35 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.

C.36 Issue of Departmental Materials :

Departmental materials will not be issued under any circumstances.

C.37 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.

C.38 Tender 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 BRAIPRD. 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 condition. **No conditional rate will be allowed in any case. The Intending Bidders are requested to read carefully & go through all the Terms & Conditions, Specifications etc. etc. as stipulated in the tender documents (duly uploaded in the web portal) and considering all aspects rate in the B.O.Q. shall be quoted.**

C.39 Delay due to modification of drawing and design :

The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.

C.40 Additional Conditions :

A few additional conditions under special terms and conditions :

C.40.1. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

C.40.2. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, Octroi and all other duties/charges/Taxes if any.

C.40.3. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per requirements at work site & as per direction of Engineer-in-Charge.

C.40.4. Deep excavation of trenches and left out for days shall be avoided, simultaneously precautionary measures shall be taken.

C.40.5. Labour welfare Cess will be deducted from bills @ 1(one) % of gross bill value as per rule.

C.40.6. The whole work will have to be executed as per approved drawings available in this connection at the tender rate.

C.40.7. Income Tax and other taxes & charges (as applicable) will be deducted from each bill of the contractor as per applicable rate and Govt. rules in force.

C.40.8. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary Sale Tax / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

C.40.9. Rate quoted shall be inclusive of preliminary works at work site and for such preparatory & ancillary works no further time will be extended beyond the stipulated date of completion of the work.

C.41 Payment of Bills :

As mentioned in Terms and Condition -16 of the NIT

C.42 Refund of Security Deposit :

As mentioned in Terms and Condition -11 of the NIT.