

Contractor's Godown

The contractor must provide suitable godowns with sufficient capacity for cement and other materials at the site of work. No separate payment will be made for these godowns or for the store yard. Cement and other materials found to have been damaged shall be rejected with a direction to remove these from the site by the contractor on his own cost as per direction of the KHORIBARI PANISHALI Gram Panchayat Authority.

C.10 Arrangement of Land:

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

The contractor shall clear and remove on completion of work and shed, huts etc. which he might have erected in land. If after such use, the contractor fails to clear the land, the KHORIBARI PANISHALI Gram Panchayat Authority will arrange to remove those installation and adequate recovery will be made from the dues of the contractor from his bill.

C.11 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 of different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like pegs, strings, nail flakes instruments etc. and also skilled labour required for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.

C.12 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 duly approved by KHORIBARI PANISHALI Gram Panchayat Authority and the rates will be fixed in the 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 Department schedule of rates of probable items of work forming part of tender document. Rates for the working area in force at the time of N.I.e-T.
- (c) In Case, addition items do not appear in the above Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Department Schedule of Rates for the working area in force at the time of N.I.e-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 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) & (d) stated above only. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

C.13 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 measured up and has been inspected by the Engineer-in-Charge after order given by KHORIBARI PANISHALI Gram Panchayat Authority for proceeding with the latter item of work.

C.14 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 KHORIBARI PANISHALI Gram Panchayat Authority and checking the quality 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.15 Water and energy:

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating worksite, 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 department.

opened to traffic:

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programme of work must be so adjusted as not to disturb the smooth flow of road traffic in any way. If necessary, diversion roads should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such injury or accident, if so happens, as per opinion of the Engineer-in-Charge, due to contractor's fault in compliance with any of such obligations. Suitable road signs as and where necessary should be provided by the contractor at his own cost as per direction of the Khoribari Panishali Gram Panchayat Authority and shall also be maintained till the completion of the work. Road barriers with red light at night are to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor without any extra claim towards department.

C.17 Drawings:

All works shall be carried out in conformity with the drawings supplied by this Department. The Contractor shall have to carry out all the works according to the departmental General Arrangement Drawing and Detail Working Drawing to be supplied by the Department from time to time.

C.18 Serviceable Materials:

The responsibility for stacking the serviceable materials (as per decision of the Khoribari Panishali Gram Panchayat Authority) obtained during dismantling of existing structures/roads and handing over the same to the Khoribari Panishali Gram Panchayat Authority lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recovered from the Contractor's bill at rates as will be assessed by the Khoribari Panishali Gram Panchayat Authority.

C.19 Unserviceable Materials:

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

C.20 Contractor's risk for loss or damage:

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

C.21 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.22 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 kind for breach of such statute, regulation or law.
- b) The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark or name of other protected write in respect of any constructional plant, machine, work, materials thing or process used for or in connection with works or temporary works or any of them.

C.23 Issue of Departmental Tools and Plants:

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost. All cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

C.24 Realization of Departmental claims:

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contractor under any other contract made by the contractor with the Government.

C.25 Compliance of different Acts:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Khoribari Panishali Gram Panchayat authority may at his discretion, take necessary measure over the contract.

The Contractor shall also make himself for any pecuniary liabilities arising out 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 Khoribari Panishali Gram Panchayat authority 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) No labour/s below the age of eighteen years shall be employed in the work and the contractor shall abide by

Provisions of the Child Labour (Prohibition & Regulation) Act, 1986. Employment of female labour/s in works in neighborhoods of sensitive barracks should be avoided as far as possible.

provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Khoribari Panishali Gram Panchayat Authority 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 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 railway or with any traffic signal light of any local or other authority.

(e) In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his/her own expenses, arrange for the safety provisions as framed from time to time by the competent authority, and shall at his/her own expense provide all facilities in connection therewith. In case the contractor fails to make arrangement, and fail to provide necessary facilities as aforesaid, he/she shall be liable to pay a penalty of Rs. 2000/- for each default, and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in their behalf, from the contractor.

C.27 Commencement of work:

The work must be taken up within the 7 days after receiving the in the work order and completed in all respects within the period specified in Notice Inviting e-Tender.

C.28 Programme of work:

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology cycle early showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a timetable divided into four equal periods of progress of work to complete the work within the specific period for approval of the Khoribari Panishali Gram Panchayat Authority who reserves the right to make addition, alterations and substitution to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Khoribari Panishali Gram Panchayat Authority and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the timetable therefor as provided in the said clauses 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 timetable 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 during the rest of execution period.

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 Khoribari Panishali Gram Panchayat Authority and necessary precautionary measures as would be directed by the Khoribari Panishali Gram Panchayat Authority 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 Khoribari Panishali Gram Panchayat Authority will be recovered from the contractor from his bill.

C.31 Testing of qualities of materials & workmanship:

All materials and workmanship shall be in accordance with the specifications laid down in the contract and as per relevant IS & IRC codes and the Engineer-in-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge duly approved by the KHORIBARI PANISHALI Gram Panchayat Authority. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

C.32 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 e-Tender from the date of commencement as mentioned in work order. **Time for completion as specified in the tenders shall be deemed to be the essence of the contract.**

C.33 Procurement of materials:

All materials required to complete execution of the work shall be supplied by the contractor after procurement

approved and approved source.

Rejection of materials:

Materials brought to the site must be approved by the KHORIBARI PANISHALI Gram Panchayat Authority. Rejected materials must be removed by the Contractor from the site replacing by the approved materials as per specification within 24 hours. In case of non-compliance of such order, the KHORIBARI PANISHALI Gram Panchayat Authority shall have the authority to cause such removal at the cost and expense of the contractor and necessary deduction will be made from his bill. The contractor shall not be entitled to claim for any loss or damage of that account.

C.35 Implied elements of work in items:

Except of such items as are included in the Specific Priced Schedule of probable items and proximate quantities no separate charges shall be paid for traffic control Measures, shoring, shuttering, watering, 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 for any unforeseen reason declared only by the Department, the contractor will be eligible to receive payment for the finished work only 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 item of works as specified in BOQ which is based on the drawing and design prepared by the Department. If variations become necessary due to design consideration 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.**

C.39. Refund of Security Deposit:

At the time of payment 10% of the bill value will be deducted to form Security Money for performance of work and the same will be released as per clause-22 after the security period is over against the application from the contractor. No interest on security deposit will be paid by Khoribari Panishali Gram Panchayat Authority.

C.40 Specification of work & Methodology:

Specification and methodology of work shall be as given in the Specification of relevant IS & IRC codes.

C.41 Penalty/Delay work:

Compensation for delay of work: @ 2% (Two percent) of the tendered value of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of security deposit already withheld or due to be withheld during imposition of the said clause and minimum payable compensation equivalent to the Earnest Money deposited (EMD). [As per Finance order 5696f(Y):Date:01/10/2019]

C.42 FINAL CERTIFICATE:

On completion of work, the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until and unless the contractor shall have removed from the work premises on which the work is executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from wood works, doors, windows, floors, or other parts of any building, upon or about which the work is 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 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/she thinks fit, and clean off such dirt as aforesaid; and the contractor shall forthwith be bound to pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.


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