

# Standard Bidding document for

<i>Sl No.</i>	<i>Name of the Scheme</i>
1	Solar power installation (5.0 Kw) at Burwan-II GP office AAP NO 25//(2021-22)

## **Technical Bid**

**Office of the  
Burwan-II Gram Panchayat  
Vill-Parsalika,Po-Fatepur, Murshidabad**

**Office of the  
Burwan-II Gram Panchayat  
Vill-Parsalika, Po-Fatepur, Murshidabad**

**Notice Inviting e-tender**

**Notice Inviting Pre-Qualification-cum-tender (Two Covers System)**

**NieT No.: 04/2021-22/Burwan-II GP**

**Dated: 28/02/2022**

Online percentage rate tenders for the following works are hereby invited by the undersigned from the resourceful, bonafide, experienced Contractors, Registered Societies formed by unemployed Engineers and Labour Co-operative and either enlisted of any PRADHAN bonafied outsiders, Govt. Contractors registered with P.W.D./ Irrigation and Water Ways Department / Housing Deptt./ C.P.W.D. & enlisted contractors of other Engineering Deptt. of the Govt. having experience in **same type of works** by two covers system. The work(s) detailed in Annexure-A. They have to abide by the following conditions:

**“Annexure-A”**

Sl .No.	Name of Scheme	Source of fund	Tender amount in Rs.	Earnest money Rs	Tender Documents fees	Time for completion
1	Solar power installation (5.0 Kw) at Burwan-II GP office AAP NO 25/(2021-22)	15 th CFC-BG UNTIED/(2021-22)	699860.00	13997.00	750.00	45 days

**N.B:- One can apply for one works only.**

The applicant in the same name and style as prime contractor should have successfully completed at least one contract of **same type of work** at least **50% value** of the proposed contract within the last 5 years. 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.

The intending bidder should apply on his / her own letter head Pad (original) mentioning all the details of the work & also submit a blank signed own letter head pad (original) for further correspondence.

All documents must be produced for registered Engineers Co-Operative Society & Registered labour Co-Operative Society including valid audit report for the last three (3) years, valid ARCS certificates and other papers & submit the same with full address of their and authorized person to sign on tender documents along with Technical Bid papers. During scrutiny of Technical Bid / Tender documents if it is found that any information is incorrect the Technical Bid / Tender documents will be rejected without assigning any reason thereof. **The Pradhan , Burwan-II Gram Panchayat** will have sole discretion to decide the eligibility of the Contractors on the basis of his submitted documents and evaluation thereof and reserve the right to refuse any explanation to Contractor to refuse issuance of tender to any applicant without assigning any reason thereof and the decision of the Burwan-II Gram Panchayat in this respect will be final. **One can apply for one works only.** The details can be had from the web site : <http://wbtenders.gov.in>.

**Necessary Earnest Money and Cost of Tender Paper will be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank by generating NEFT/ RTGS challan from the e-tendering portal [https://etender.wb.nic.]. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD. Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder.**

Intending bidders may download tender documents from e-procurement portal of the website: <http://wbtenders.gov.in> from **02/03/2022 at 11-00 Hours to 09/03/2022 up to 16-00 Hours**. The pre-qualification and bid documents duly filled in all respect should be submitted on-line through the aforesaid e-portal before **04.30 Hours (as per Server clock) up to 09/03/2022**. **The Pradhan , Burwan-II Gram Panchayat does not take any responsibility for the delay caused due to non-availability of Internet connection or traffic jam etc.**

The pre-qualification documents alone will be opened on **11/03/2022 at 16-30 Hours** by the **The Pradhan , Burwan-II Gram Panchayat** . The intending bidders may remain present at the time of opening. If no Contractor / Agency is present during opening the tenders will be opened in their absence.

The financial bid document of the technically qualified bidders will be opened for evaluation and selection of qualified bidders on **15.03.2022 at 11:00 hours** and the other bid documents will be un opened. 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 in News dailies and website. No individual intimation will be given. Name of the qualified bidders will be displayed **in the office notice board**.

**A. The Eligibility criteria are given below:**

- 1) **The Pradhan , Burwan-II Gram Panchayat** reserves the right to reject or cancel any or all prequalification documents and bid document or the entire tender process without assigning any reason whatsoever. The following documents are to be produced at the time of submission of tenders through e-tendering Process.
  - a. **The credential should be submitted/uploaded at least 50% of the amount put to Tender** supported by final payment Certificate and Completion Certificate within the last 5 years in the same type/style of single work & completed the work successfully.
  - b. The Credential should be in the name & style of the intending tenderer only, and not in the name and / or style of any of the Partner(s). Please note that, **Final Payment Certificate and Completion Certificate along with Work Order will only be entertained as CREDENTIAL.**
  - c. **The bidder should upload the scan copy of original document(s); otherwise the documents may not be entertained by the undersigned.**
  - d. Annual Profit & Loss Account & Balance Sheet for last 3 (three) financial years verified by a Chartered Accountants/ Govt. Auditor in case of Co-Operatives (mandatory for works above 10 Lakhs. For those bidding for works below Rs. 10.00 lakh in value self certificate profit and loss A/c and balance sheet along with Income Tax Returns for last three financial years to be submitted.
  - e. Intending Labour Co-Operative Societies & Unemployed Engineers' Co-Operative Societies should enclose the documents in proof of their Registration & Validity to participate in this Tender during the period of deposition of the Tender. **In case of Registered Labour Co-operative shall have to participate in the tender, no need to deposit required amount of Earnest Money as per latest G.O.**
  - a. Professional Tax clearance certificates for the current year,
    - b. **A Bidder who submits/upload more than two Bids for this NlEt will cause the proposals with the Bidder's participation to be disqualified.**
    - f. i) Affidavit regarding the Bidder will be able to invest 30% (Thirty percent) Cash during implementation of the work.  
ii) Affidavit regarding correctness of certificates.  
iii) Affidavit regarding non-employment of any Government Office.  
iv) Affidavit regarding non-employment of retired (within 2 years) Departmental / Govt. Officers/ Engineers under him.
- 2) To qualify for award of the Contract, each bidder should have
  - a) PAN Card.
  - b) Income tax return for the last 3 (three) financial years. (i.e. **2018-19, 2019-20 & 2020-21**)
  - c) Clearance from Asst. Registrar of Co-operative Societies, in case of Co-operative Societies.
  - d) List of completed works for the last 3 Years with Payment certificate for each work.
  - e) List of ongoing works.
  - f) Annual Profit & Loss Account & Balance Sheet for last 3 (three) financial years (i.e. **2018-19, 2019-20 & 2020-21**) verified by a Chartered Accountants/ Govt. Auditor in case of Co-Operatives.
  - g) Valid GST Certificate.
  - h) P. Tax Challan.
  - i) Trade Licence
  - j) Company details.
  - k) Credential (Work order, Payment certificate & completion certificate of same work)

The contractor should own/hire/lease sufficient technical manpower, tools and plants to complete the work.
- 3) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
  - (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
- 4) Bids from joint venture are not allowed.

## 5) SAMPLE FORMAT FOR AFFIDAVIT

I, Sri.....,S/o Sri ....., aged.....years, residing at....., Proprietor/Partner/Director of.....do hereby solemnly affirm and declare in connection with .....as follows:-

- a) 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.
- b) That the undersigned also hereby certifies that neither any near relations of DE/EE/SE/AE/SAE of the Department nor any retired gazette officers are in our Employment.
- c) The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the Department to verify this statement.
- d) The undersigned understands and agrees that the bid shall remain open for Acceptance 180 days from the date of opening of financial bid.
- e) The undersigned agrees to invest 20% of the contract price of works by cash during the implementation of the works.
- f) If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. 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.
- 6) We would be bound to carry out the necessary tests on soil, aggregates, cement, concrete, bitumen as per specifications to maintain the quality at site.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) The undersigned would not sub-lease/sub-let the work in part or full in any firm. In case, such event occurs the penal action as decided by the competent authority will be binding.

**B. Additional information to the Bidders:**

- 1) **Drawings and Photographs of the Works:** Before submission of the tender/bid, the contractor must visit the work site to judge the local condition from all corners and no plea / complain about the site will be entertained after awards. It will be presumed that the agency offered the tender after reviewing entire position of the work site. No extra claim will be entertained such as re-carriage, road diversion, de-watering etc. during work period. The contractor shall do video photography of the site firstly before the start of the work and lastly after the completion of the work. Before starting the work, the work site must be dressed and cleared by cutting all sorts of jungle, shrubs etc. No separate payment will be made to the contractor for this. The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.
- 2) Notwithstanding the provisions made in the related BOQ any item of the work which can legitimately be considered as not stipulated in the Specific Schedule of probable items of work but has become necessarily as a reasonable contingent item during actual execution of the work will have to be done by the contractor if so directed by the engineer-in-Charge in writing obtaining prior approval of the tender accepting authority and the rates will be fixed in the manner as stated below.
  - a) The rate of Supplementary item shall be analyzed to the maximum extent possible from rates of allied item of works appearing in the "Specific Priced Schedule of Probable Items".
  - b) To complete the analysis, if necessary, the rates appearing in the Schedule of Rates of PWD (Sanitary Plumbing). Department's schedules of rates in force for the working area at the date of acceptance of the tender. Value of the supplementary tender / substitute Supplementary tender shall not be more than 10% (ten percent) of the tender amount / contract value accepted provided that total work value together with the Supplementary tender / substitute Supplementary tender (along with excess work if any) shall not exceed the Sanctioned Value of the work or Estimated Amount put to the tender +5% whichever is less.
- 3) The successful bidder will have to start the work within seven days from the date of issue of work order after execution of formal agreement as per rule and will have to complete the work within the time allowed for completion, failing which penalty will be strictly enforced as per rule without prior communication to the Agency.
  - (a) Milestones to be achieved during the contract period
    - (i) 1/8th of the value of entire contract work up to 1/4th of the period allowed for completion of Completion work for construction.
    - (ii) 3/8th of the value of entire contract work up to 1/2 of the period allowed for completion of Completion work for Construction.
    - (iii) 3/4th of the value of entire contract work up to 3/4th of the period allowed for completion of Completion work for Construction.
    - (iv) Full value of entire contract work up to full period allowed for completion of Completion work for Construction.

4) **To Keep the Roads / Building in good condition (security period):** Security money will be returned after the retention period from completion of work i.e. **6 (six) month**. Any defect/maintenance arising within this 6(Six) months (defect liability period) shall be rectified by the Contractor 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 Completion work for 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 Completion work for 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:

6) **If the bid amount is less than 15% of the tender amount an analysis should have to be provided with the bid documents.**

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

i.i) Bidding documents (Technical Bid), Tender document purchase fee 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 :<http://wbtenders.gov.in>

i.ii) Authorized 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):-

i.iii) Schedule of Quantities.

i.iv) Bidding Document.

i.v) **Bid Validity- Undertaking that the bid shall remain valid for a period of 180 (one hundred eighty) 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.i) Bill of Quantity [The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.]

i.ii) Content of Bidding Documents: The set of bidding documents comprises the documents listed below:

a) Notice Inviting Tender

b) Conditions of Contract

c) Specifications (Schedule of Quantity)

d) Drawings

e) Bill of Quantities

6) Tenderer/ Bidderer may inspect the respective site of work and go through the set of tender papers BOQs, rates, brief description, rates, schedule of works, drawings, all other details & related documents kept in the office establishment of the PRADHAN, Burwan-II Gram Panchayat from **02.03.2022 to 09.03.2022** during office hours except holidays.

7) The Authorized representative of bidder who will supervise the day-to-day activities during Completion work for Construction should also be specified in the tender form. A work Order Book with triplicate pages must be kept at the site office of the agency the work and day to day instruction, whenever required, will be recorded by the site engineers of the Panchayat amity in connection with the work.

8) Time is the essence of contract. The successful contractor must complete the work within the time specified for completion. No extension of time will be allowed except in special case. If any contractor fails to complete the work within the stipulated time, the work order issued in his favour will be cancelled without assigning any reason therefore. The

undersigned may also proceed to get the balance work completed by any other means including through other contractors. The excess expenditure, if any due to such a step would be recoverable from the unpaid bills / security deposit of the bidder. This is apart from any other measure the undersigned may take include blacklisting of the contractors for future or forfeited the deposited earnest money.

- 9) Earnest money noted against the name of work @ 2.00% of the value of work **will be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank** in favour of the undersigned. The earnest money will be converted into security money after acceptance. Balance 8.00% security money will be deducted from the bill to constitute 10.00% security money. The security money will be released as per norms.
- 10) The rate should be quoted in percentage both in figures as well as in words properly, otherwise the tender may be cancelled. **The quoted rate up to 2 (two) decimal will be allowed.**
- 11) Incomplete tender will be rejected summarily. The successful bidders will have to execute a formal agreement on a Non judicial stamp worth Rs. 20 /- (twenty) within 10 working days from the date of issue of work order.
- 12) No consumable materials will be supplied to the agency for any work from the office of the undersigned. Agency will be responsible for procuring all materials required for proper execution of work at his own cost.
- 13) For Construction of balance work of road, power roller of 8 to 10 ton, Hand roller & Miller Mixer/ Spot Mix plant of 3-5 ton / hour capacity must be arranged by the contractor on his own cost.
- 14) No above rate put to tender of the schedule of works will entertained.
- 15) The successful bidder will have to abide by provisions of West Bengal contract labour (Regulation and abolition) Rules, 1972 as will be force from time to time. If no labour license is obtained and produced by the contractor payment will liable to be with held.
- 16) Claim for idle labour from contractor will not be entertained under any circumstances. No Claim will be entertained for any increase in Railways, ferighat and market price.
- 17) The Bank draft as earnest money deposited of the unsuccessful bidders will be released in due time.
- 18) ***The Earnest Money of unsuccessful but qualified bidders will be returned within 14 days from the date of issue of work-order.*** In case of bidders who have been disqualified the Earnest money shall be refunded immediately after opening of financial bids of qualified bidders
- 19) If any successful bidder does not receive the work order within 7(Seven) days without any cause **OR** In case of unwillingness of the successful bidder (s) to accept the work order at his / their tendered rate the authority has right to take penal action against him & his work-order will be cancelled and the aforesaid amount will be forfeited in favour of **The Pradhan , Burwan-II Gram Panchayat's fund.,**
- 20) For “Specification of work “the general specification as laid down in the P.W.D. central circle schedule of rates for work are to be strictly observed and binding on the bidder .
- 21) The materials brought at site for execution of work by the Agency/Contractor should be approved by the undersigned or by **Nirman Sahayak** Concerned before use.
- 22) Rejected materials if any should be removed from the site forthwith at the own cost of bidder.
- 23) The contractor will have to clear the site after completion of work as per direction.
- 24) The amount of the work may increase or reduce as per necessity and availability of fund for which contractor will have no extra claim.
- 25) Measurement of materials will be as per specification of schedule and payment will be on net volume, rate should be quoted for net volume per unit of the materials.
- 26) General / special terms and condition if any will be applicable simultaneously.
- 27) Work site may be altered as per requirement.
- 28) **Payment will be made as per availability of fund.**
- 29) **Work must be completed within stipulate period.**
- 30) **Time of extension will not allowed without any genuine reason**
- 31) **1% will be deducted from total bill amount for each month if time of extension will not allowed**

**C. List of Important Dates of Bids:**

1	Date of Issue of Notice Inviting tenders (Bid)	28/02/2022
2	Period (Date & Time) for downloading Bid Docs.	From 02/03/22, 11:00
		To 09/03/22, 16:00
3	Date & Time of submission Bids	From 02/03/22, 11:30
		To 09/03/22, 16:30
4	Date & Time for opening Technical Bid	11/03/22, 16:30
5	Date & Time for Technical Evaluation	14/03/22, 14:00
6	Date & Time for opening Financial Bids	15/03/22, 11:00
7	Date & Time for Financial Evaluation	16/03/22, 14:00
8	Date of award of Contract	From 17/03/2022
		To 18/03/2022
9	Last Date of Bid validity	180 days from the opening of financial bid
10	Officer Inviting Tenders :	PRADHAN
		Burwan-II Gram Panchayat
		VILL:PARSALIKA,PO-FATEPUR, Murshidabad (WB)
		PIN-742132

  
**Pradhan**  
**Burwan-II Gram Panchayat**

**Memo. No.: 40/2021-22/Burwan-II GP(07)**

**Dated: 28/02/2022**

*Copy forwarded for information and wide publicity to:-*

1. The Sub-Divisional Officer, Kandi, Murshidabad.
2. The Block Development Officer .Burwan
3. Tathya Mitra Kendra. Gramsalika.
4. Rural Library, Burwan
5. Office Notice Board, Burwan II GP.
6. The Editor, Sanbad Pratidin
7. Tender file of this office.

  
**Pradhan**  
**Burwan-II G.P.**  
**Pradhan**  
**Burwan-II Gram Panchayat**



**Section 2**  
**Instructions to Bidders (ITB)**

**A. General**

**1. Scope of Bid**

1.1 The Employer invites bids for the Construction of Works as described in these documents and referred to as “the works”. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract.

1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

**2. Eligible Bidders**

2.1 This Invitation for Bids is open to all bidders.

2.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

**3. Qualification of the Bidder**

3.1 All bidders shall include the following information and documents with their bids as described below:

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) Experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer (for Divisional works)/Assistant Engineer (for Sub-Divisional works)/PRADHAN or equivalent;

(c) Evidence of hire/ownership/lease of major items of Completion work for Construction equipment.

(d) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter; -

4.1 Bids from joint venture are not allowed.

4.2 A To qualify for award of the Contract, each bidder should have in the last five years.

4.2 B (a) Each bidder must produce:

(i) Pan Card.

(ii) Failure to produce the certificates shall make the bid non-responsive.

4.3 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

(i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).

(ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

(iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

**5. One Bid per Bidder:**

5.1 Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

**6. Cost of Bidding:**

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

**7. Site Visit:**

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for Construction of balance work of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the office of the tender inviting authority for further details.

**B. Bidding Documents**

8. Content of Bidding Documents:

8.1 The set of bidding documents comprises the documents listed below and addenda.

1. Notice Inviting Tender

2. Instructions to Bidders

3. Conditions of Contract

4. Specifications (Schedule of Quantity)

5. Drawings

6. Bill of Quantities.

8.2 The bidder should download all the bidding document from the website.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be liable to rejection of Bid Documents.

## 9. Clarification of Bidding Documents:

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes fax, e-mail and facsimile) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

## 10. Amendment of Bidding Documents:

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax, e-mail and facsimile to the Employer.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

## C. Preparation of Bids

### 11. Language of Bid

11.1 All documents relating to the Bid shall be in English.

### 12. Documents Comprising the Bid

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

Part I This shall be named Technical Bid and shall comprise of:

II. For bidding documents downloaded from the website, the Xerox copy of the bank's receipt for the cost of the bidding documents placed in a separate file, marked "bidder file1" downloaded from the internet".

III. Xerox copy of the bank's receipt for Earnest Money in the above mentioned file

IV. Authorized 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):-

V. Undertaking that the bid shall remain valid for the period specified in the NIEt.

VI. Any other information / documents required to be completed and submitted by bidders.

### VII. Schedule of Quantities

### VIII. Standard Bidding Document

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

(i) Bill of Quantity

12.2 Each part shall be separately uploaded

### 13. Bid Prices:

13.1 The Contract shall be for the whole Works based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall adopt the Percentage Rate Method for quoting the financial bid. Percentage Rate Method requires the bidder to quote a percentage below/at par of the schedule of rates.

13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract to the State /Central Government / Local bodies 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 Completion work for Construction Workers (Regulation of Employments & Condition of Service) Welfare Cess Act, 1996 will be deducted from the running bills.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

### 14. Currencies of Bid:

14.1 The NIEt rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

### 15. Bid Validity:

15.1 Bids shall remain valid for a period of one hundred eighty days after the deadline for financial bid date for bid submission specified in NIEt. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension as per decision of the tender inviting authority.

### 16. Earnest Money:

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the N.I.e.T.

16.2 Earnest money noted against the name of work @ 2.00% of the value of work will have to be deposited in the form of **draft or Banker's cheque drawn on any Nationalized Bank** in favour of the undersigned within the last date and time of submission of tender.

16.3 Any bid not accompanied by an acceptable Earnest Money in the Technical Bid shall be rejected by the Employer as non-responsive.

16.4 The **Earnest Money of unsuccessful but qualified bidders will be refund after 14 days from the date of issue of work-order**. In case of bidders who have been disqualified the Earnest money shall be refunded immediately after opening of financial bids of qualified bidders.

16.5 In respect of successful tenderers, the earnest money on acceptance of the tenders shall be converted as a part of security deposit. If the security money falls short of 2% / 2½% (two percent / two and half percent) of the tendered amount the tenderer shall have to deposit the balance amount within 7 (seven) days from the date of issue of acceptance of the tender.

In other cases the balance 8% (eight percent)/7½ % (seven and half percent) shall be recovered from the progressive bill @ 8% (eight percent)/ ½ % (seven and half percent) of the amount of each bill.

In all cases the amount of recovery of the final bill will be so adjusted as to make the total amount of security equivalent to 10% (ten percent) of the total value of work so executed.

16.6 The Earnest Money may be forfeited:

- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit fails to Sign the Agreement;

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

18. Format and Signing of Bid:

18.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.

18.2 The Bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder.

D. Submission of Bids:

19. Sealing and Marking of Bids

19.1 The Bidder shall upload the two separate cover marked "Technical Bid" and "Financial Bid" in one outer cover. The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB.

19.2 In addition to the identification required, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21 of ITB, or is declared non-responsive pursuant to Clause 22 of ITB.

20. Deadline for Submission of Bids:

20.1 Complete Bids (including Technical and Financial) must be uploaded by the Bidder within specified time as per Server clock

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid after the deadline prescribed in Clause 20 of ITB will be not be accepted by the website.

## E. Bid Opening and Evaluation

22. Bid Opening

22.1 The Employer will open the bids received in the presence of the bidders / bidders' representatives who choose to attend at the time, date and place specified in the NleT . In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 The cover containing the technical bid shall be opened. The inner Folder marked "Bidders File" will be opened first and if the cost of the bidding documents & Earnest Money is not there, or incomplete, the remaining bid documents will not be opened and bid will be rejected.

22.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

22.4 The Employer will prepare entire bid details in the tender register after opening of the bid.

22.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed preferably within fifteen working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

22.6. The Employer shall publish a list of the bidders, whose technical bids are found responsive and will be displayed in the Office Notice Board one day before the schedule date of opening of financial bid. In case the specified date is deferred, a corrigenda notice will be published stating the revised schedule of bid opening (Financial) and will be displayed in the Office Notice Board at least one day before the Specific date as mentioned in Section 1 (List of Important dates). No separate communication will be made to the prospective bidder from the end of the Employer.

22.7 : At the time of the opening of the 'Financial Bid', the names of the bidders whose technical bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

22.8 The Employer shall enter the bid details in a register to be opened for this purpose.

23. Process to be Confidential

23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

24. Clarification of Bids and Contacting the Employer

24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25. Examination of Bids and Determination of Responsiveness:

25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

25.2 A substantially responsive “Financial Bid” is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. No conditional bid will be accepted in any form.

25.3 If a “Financial Bid” is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 26. Evaluation and Comparison of Bids

26.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

27.1 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price.

27.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer’s estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the Completion work for Construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

## 28. Price Preference

28.1 There will be no price preference to any bidder.

## F. Award of Contract

### 29. Award Criteria

29.1 Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined: to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and

### 30. Employer’s Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

### 31. Notification of Award and Signing of Agreement.

31.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, fax, letter, e-mail or facsimile confirmed by registered letter.

31.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security, if required

31.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security (if required) is furnished.

31.4 Upon doing the agreement the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### 32. Advances

32.1 No Mobilization Advance and Advance against purchase of equipments will be paid for the work

33.1 No Secured Advance will be paid for the work under any circumstances

### 34. Corrupt or Fraudulent Practices

The Employer requires the bidders / Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

### 35. Escalation in Price

Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. will be entertained.

**CONDITIONS OF CONTRACT**  
**General Rules and Directions for the Guidance of Contractors**

- 1) All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Executive Officer. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest-money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. Copies of the specifications, designs and drawings and other documents required in connection with the work signed for the purpose of identification by the Pradhan shall also be opened for inspection by the contractor at the office of the during office hours.
- 2) In the event of tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney is to be produced with the tender and same in the case of a firm carried on by one member of a joint family, it must disclose that the firm is duly registered under the Indian Partnership Act.
- 3) Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tenders as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
- 4) Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work, tenders which propose any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works if, however so allowed, shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
- 5) The PRADHAN or his duly authorized engineers will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of specification and other documents mentioned in Rule 1. In the event of the tender being rejected, the earnest money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself/themselves before the PRADHAN to take the refund.
- 6) The accepting authority reserves the right to reject any or all the tenders without assigning any reason and he will not be bound to accept either the lowest tender or any of the tenders.
- 7) The receipt of any accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the PRADHAN and the contractor shall be responsible for seeing that the procures a receipt signed by the PRADHAN or a duly authorized Cashier.
- 8) The memorandum of work tendered for and the schedule of materials to be supplied by the office of the Block Development Office and their issue rates, shall be filled in and completed in the office of the Pradhan before tender form is issued. If a form is issued to any intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

### TENDER FOR WORKS

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

### MEMORANDUM

- (a) General Description Rs. 0000000
- (b) Estimated cost Rs. 0000000
- (c) Earnest-money Rs. 0000000
- (d) Security deposit (including earnest money)
- (e) Percentage, if any to be deducted from bill Rs.....(Rupees.....) per cent.
- (f) Time allowed for the work from date of written.....order to commence months

Item	Item in work	Rate Tendered			
		Unit	Per	Rs. P.	In word

Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the Governor or his successors in office the sums of money mentioned in the said conditions. The sums of Rs.....is herewith forwarded in currency notes as earnest-money [(a) the full value of which is to be absolutely forfeited to the Governor or his successors in office, without prejudice to any other rights or remedies of the said Governor or his successors in office, should I/we not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1. (A) of the said conditions of contract, otherwise the said sum of Rs..... shall be retained by Government as on account of such security deposit as aforesaid, (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1. (B) of the said conditions of contract.

**Clause 1.**—The person(s) whose tender may be accepted (hereafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less, and so on, up to a limit of ten days of the receipt by him, of the notification of the acceptance of his tender) deposit with the Block Development Office in cash or Government securities endorsed to the Pradhan (deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender];

or (B) [Permit government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him) amount to.....per cent of all moneys so payable such deductions to be held by Government by way of security deposit. Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to ten percent of any payment to the contractor for work done under the contract to make up the full percentage of ten per cent by deducting a sufficient sum from every such payment as last aforesaid.

All compensations or all other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from of from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

**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 PRADHAN (Whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work as shown in the tender for everyday that the work remains un commenced or unfinished after the proper date. The contractor shall commence execution of such part of the work as may be notified to him within..... days from the date of the order for commencement for work and diligently continue such work and further, to ensure good progress during the execution of the work, he shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed ; one half of the work, before one half of such time has elapsed and three-fourths of the work before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of [he conditions herein, he shall be liable to pay as compensation an amount equal to one per cent, or such smaller amount as the PRADHAN (whose decision in writing shall be final) may decide on the said tendered cost of the whole work for every day that the due quantity of work remains incomplete ; PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten per cent on the tendered amount of the work as shown in the tender.

**Clause 3.**—In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit, (whether paid in one sum or deducted by installments) the PRADHAN on behalf the office of the Panchayat Samity shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government:—

- a) To rescind the contract (of which rescission notice in writing, to the contractor under the hand of the PRADHAN shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.
- b) To employ labour paid by the Office of the Panchayat Samity and to supply, materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the PRADHAN as to the value of the work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the PRADHAN shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract, or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

**Clause 4. :** In any case in which any of the powers, conferred upon the director by clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the PRADHAN putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the PRADHAN whose certificate thereof shall be final, otherwise the PRADHAN may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the PRADHAN may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the PRADHAN 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 unavoidably hindered in its execution the contractor shall give an immediate report of such hindrance to the PRADHAN 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 PRADHAN within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the PRADHAN shall, if in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

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

**Clause 7 :** No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Officer in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor on prior recommendation by the Engineer-in-charge on the bill. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim nor shall it conclude, determine or affect in any way the powers of the Officer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way 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 by the Officer-in-Charge for the work accordingly shall be final and binding on all parties.

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

**Clause 9 :** The contractor shall submit all bills on the printed forms to be had on application at the office of the Block Development Office and the charges in the bills shall always been tered 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.

**Clause 9A :** (1) Payment due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Officer-in-charge, (i) an authorization in the form of a legally valid document e.g. irrevocable power of attorney conferring authority on the bank to receive payment; and (ii) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Block Development Office, before settlement by the Officer-in-charge of account or claim by payment to the Bank.

While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, whenever possible, present, his bills duly receipted and discharged through his Bankers.

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

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

**Note 2,** Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-a-vis the Development Block office.

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

**Clause 11:** The Contractor shall execute the whole and every part of the work in the most substantial and workman-like-manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in the office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection 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, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered. Additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates, if any, may be specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted works includes any class of work, for which no rate is specified in this contract, then such class of work be carried out at the rates entered in the Schedule (or rates brought by the Engineer-in-charge of the work), which was in force at the time of the acceptance of the contract minus/plus the percentage which the total tendered amount bears to be estimated cost of the entire work put to tender, and if the altered; additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In case when such rates are determined on analysis by the Engineer in- charge under (a) above, the stipulated percentage above or below schedule or rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above payment shall be made at the rates so determined without application of the said stipulated percentage. In the event of a dispute rates determined on analysis for any altered, additional or substituted work under this clause, the decision of Panchayats & Rural Development Department to whom the dispute may be referred shall be final and binding.

**Clause 12A :** In the case of any altered, additional or substituted work, which the contractor is required, under the preceding clause 12, to do at the rates specified in the tender for the main work or on the basis of the rates in the schedule of rates of the district/circle and which involves the employment of additional materials (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 of such additional materials and the Engineer-In-charge may revise such rates having regard to the increases in the market price of such materials. In the event of a dispute the decision of the Panchayats & Rural Development Department to whom the dispute may be referred shall be final and binding and this contract shall be construed as if the said revised rates for the said additional materials had been incorporated in this contract as being applicable to such work.

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

**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 unskillful workmanship or with materials of any inferior description or that any materials or article provided by him for the execution of the work are unsound or of a quality of articles inferior to that contracted for, or otherwise not in accordance with contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work materials or articles complained of notwithstanding that the same may have been in advertently passed, certified and paid for forthwith rectify, or remove and re-construct the work so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in charge in his demand aforesaid, then the contractor shall be 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 case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of, as the case may be, at the risk and expenses in all respects of the contractor.

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

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

**Clause 17 :** If the contractor, or his workmen or servants shall break deface, injure, or destroy any part of a building, in which they may be working or any building road, road kerbs, fence enclosure, water pipes, cables, drains, electric or telephone posts or wires, furniture, fittings, fixtures, trees, grass or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or otherwise of its completion shall have been given by the Officer-in-charge may cause the same be made good by other workmen and deduct the expense (of which the certificate of the Office-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor made in the manner provided in clause I hereof shall be refundable on the expiry of 3 months (6 month in case of a road work) after the issue of the certificate, final or otherwise of the completion of the work subject to the condition that no such refund or security deposit shall be allowed till the final bill has been prepared and passed. Provided however, that in the case of road work in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after three months of the issue of the said certificate of completion, provided further that in the case of any work (whether Road, Building, Bridge, Electrical, Sanitary & Plumbing etc.) where the Engineer-in-charge is satisfied that the contractor after completion of the contractor is unable to execute remaining part of the work for reasons beyond his control, the Engineer-in-charge at his discretion may recommend to the Officer-in-charge to make a proportionate refund of the security deposit of the contractor. The contractor shall be responsible for rectifying defects in asphaltic work notice within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be reminded after the expiry of this period.

**Clause 18:** The contractor shall supply at its own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Officer-in-charge's stores), plant, tools, appliances, implements ladders cordage, tackle, scaffolding and temporary works requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specification or other documents funning part of the- contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge the expense of the contractor and the expenses maybe deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, or action, other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

**Clause 18B :** In every case in which by virtue of the provisions of Section 12, sub-Section (1) of the workmen's compensation Act. 1923, Block Development Office is obliged to pay compensation to workmen employed by the contractor, in execution of the works, Block Development Office will recover from the contractor amount of the compensation so paid, and without prejudice to the right of Block Development Office under Section 12, sub-Section (2) of the said Act. Block Development Office 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 Block Development Office to the contractor whether under this contract or otherwise Block Development Office shall not be bound to contest any claim made against it under Section 12, sub-Section (1) of the said Act, except on the written request of the contractor and upon his giving to Block Development Office full security for all costs for which Block Development Office might become liable in consequence of contesting such claim.

**Clause 19:** No female labour shall be employed within the limit of a Cantonment.

**Clause 19A:** No labour below the age of twelve years shall be employed on the work.

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

(b) The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

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

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

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

(f) The contractor shall identify the Government against payment to be made and for observance of the aforesaid and the C.P.W.D. Contractor Labour Regulations having application within the state of West Bengal without prejudice to his right to claim indefinitely from his sub-contractors.

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

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

**Clause 21:** The contract shall not be assigned or sublet without specified order from Panchayat Samity in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempts 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 Block Development Office in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Authorities in the Block Development Office may thereupon by notice in writing rescind the contract and the security deposit of contractor the shall these upon stand forfeited and be absolutely at the disposal of Panchayat Samity and the same consequences shall ensure 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 therefore actually performed under the contract.

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

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

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

**Clause 25 :** Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the District Magistrate for appointment of Arbitrator. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The award shall be a speaking one, that is the arbitrator shall recite facts and assign reasons in support of the award after discussing fully the claims and contention of the parties. This clause shall not be applicable for contracts up to Rupees Fifty Lakh only.

Signature of Contractor

Signature of PRADHAN

DECLARATION BY THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of works. I/We have carefully gone through the notice inviting tender including the corrigendum notice and other tender documents mentioned therein. I/We have also carefully gone through the Departmental schedule and special terms and conditions and agree to execute all the items of the priced schedule as per General Conditions and specifications as laid down in the said schedule. My/Our tender is offered taking due consideration all factors and if the same be accepted I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the Department.

I also declare that all the Credentials as furnished by me along with the tender papers are genuine. If any forgery regarding my credential is found at any stage even after issuing of work order or at the end of work through the department enquiry from the source or by the decision of the authority, I shall be compelled to carry all the instruction of the tendering authority without any challenge and must abide by a law of all sorts of punishment as would be think fit as per rule.

I will find no means to save my fault under any circumstance.

(Postal address of the Tenderers)

-----  
 -----  
 -----

(Signature of the Tenderer)

Prodhan,

Signature of the Contractor :

PRADHAN,

Address :

Dated :