

OFFICE OF THE DISTRICT MAGISTRATE
Development & Planning Section,
Collectorate Compound, Paschim Medinipur.

NOTICE INVITING e-TENDER

NOTICE INVITING ELECTRONIC TENDER NO.:- **DMPMM/Development & Planning Section/e-NIT-05(32)/2020-21 dtd.10.01.2021**

Separate tenders are invited by the undersigned for the work mentioned in the table below through electronic tendering (e-Tendering). The intending tenderers may visit website for the tender notice, other details & submission of bid will be available on the website <https://wbtenders.gov.in> only.

Sl. No	Item Code	Name of the Schemes	Name of Municipality	Tender Amount (InRs.)	Earnest Money (InRs.)	Time of completion (Days)
1	PAM035	Drain with RCC Guard wall from Malleswarpur Sitala Mandir to Adhyapith and Bansdah to towards Tetultalabazar in Word. No. 01, 12 within Chandrakona Municipality under Parai Samadhan Programme	Chandrakona	1392196.00	27844.00	45
2	PAM234	Work for eathen road with chellymoorum near Sukhchandrapur ICDS Centre in Ward No. 1 within Ghatal Municipality	Ghatal	3207058.00	64141.00	60
3	PAM235	Strengthening and widening of existing moorum road by Concreting at Garhpratapnagar near from Haritala to Bishnu Dolai via. Kali Mandir in Ward No. 10 within Ghatal Municipality	Ghatal	4708393.00	94168.00	60
4	PAM236	Construction of concrete road near from the house of SwapanAdhikary to Asha Niketan at KonnogarinWard No. - 13 with in Ghatal Municipality	Ghatal	1652399.00	33048.00	45
5	PAM242	Work for Removal of soil, garbags, polypacksetc of canal from Servicing centre to Sluish Gate at Gobindapur in Ward No. - 17 within Ghatal Municipality	Ghatal	4260665.00	85213.00	60
6	PAM243	Strengthening and widening of existing moorum road by Concreting at Kushpata near the house of Manaranjan Panda to KushpataSitalaMandir in Ward No. - 17 within Ghatal Municipality	Ghatal	1910290.00	38206.00	45
7	PAM245	Construction of concrete road near from BholanathGantait to ICDS centre in Ward No. - 2 within GhatalMunicipalpty	Ghatal	3871336.00	77427.00	45
8	PAM247	Construction of High drain at Gombhir Nagar from Water reserver to Pahari Bagan Bera Para in ward no. - 5 with in Ghatal Municipality.	Ghatal	4159495.00	83190.00	60
9	PAM248	Strengthening and widening of existing moorum road by Concreting near from the house of BasnkimBangal to Bag Para in Ward No. - 06 within Ghatal Municipality	Ghatal	4210085.00	84202.00	60
10	PAM250	Strengthening of existing earthen road with chelly-moorum from Panfola area to near the house of NirmalDolai in Ward No. - 07 within Ghatal Municipality	Ghatal	4194782.00	83896.00	60
11	PAM251	Strengthening and widening of existing moorum road by Concreting at KismatRamchandrapur near from Primary School to near the house of Samar Duari of Duari Para in Ward No. - 07 within Ghatal Municipality	Ghatal	4411965.00	88239.00	60
12	PAM252	Strengthening and widening of existing earthen road with chelly-moorum near from the house of Bhajagobinda Jana to samajgora in Ward No. - 07 & 08 border within Ghatal Municipality.	Ghatal	1631495.00	32630.00	45
13	PAM253	Strengthening and widening of existing moorum road by Concreting near from the house of Sukumar Sanki to Asmini Sanki in Ward No. - 09 within Ghatal Municipality	Ghatal	3310074.00	66201.00	60

Sl. No.	Item Code	Name of the Scheme	Name of Municipality	Tender Amount (InRs.)	Earnest Money (InRs.)	Time of completion (Days)
14	PAM346	Work for Supplying and Laying of D.I. Pipe Line (100mm dia) K7 at Ward No. 01 under Kharar Municipality	Kharar	1876899.00	37538.00	45
15	PAM347	Repair of Bituminus road from Bonburitola to Bashgariya at Ward No.- 01 within Kharar Municipality.	Kharar	4240981.00	84820.00	60
16	PAM348	Upgradation of Cement Concrete road from Jakir Hossain's house to Paramanikpati Pry. School at Ward No. - 10 under Kharar Municipality.	Kharar	1224535.00	24491.00	30
17	PAM349	Upgradation of Cement Concrete road from Nepal Doui's house to Kalimandir at Ward No. - 10 under Kharar Municipality	Kharar	2504393.00	50088.00	45
18	PAM350	Cement Concrete road from SinghaBahini School to BasanchandiMandir at Ward No. - 10 under Kharar	Kharar	2272901.00	45458.00	45
19	PAM351	Cement Concrete road from Pitch Road to Nanda Kisku's house at Ward No. - 02 under Kharar Municipality	Kharar	568225.00	11365.00	30
20	PAM352	Work of Surface drain from Ramkrishna Mission to Shilpukur Cannel in Ward No. - 2 under Kharar Municipality.	Kharar	1791788.00	35836.00	60
21	PAM353	Construction of Community Toilet Block at Kopat para in Ward No. - 03 within Kharar Municipality	Kharar	844291.00	16886.00	120
22	PAM355	Upgradation of Bituminus road from Jamlarparh to Palpukur at Ward No. - 06 within Kharar Municipality.	Kharar	2190912.00	43818.00	45
23	PAM356	Re Excavation Cannel from Ruidas Para (Muchipara) to Boropool at Ward No. - 8 under Kharar Municipality	Kharar	3892459.00	77849.00	60
24	PAM361	Work for Cleaning of pond near Police Station, near Municipality & near Pahadi Para of Ward No. - 03 under Khirpai Municipality	Khirpai	1835329.00	36707.00	45
25	PAM362	Work for Cleaning of Duttapukur (pond) of Ward No. - 05 under Khirpai Municipality	Khirpai	4154764.00	83095.00	45
26	PAM366	Construction of CC Road & Drain at Ward No. - 05, from OHR to SanatanGhoroi (Near Petrol Pump) house under Khirpai Municipality	Khirpai	657962.00	13159.00	45
27	PAM434	Construction of Cement Concrete Road from Amdan Primary School to MalasPolli in Ward No. - 11 of Ramjibonpur Municipality under ParaySamadhan Scheme.	Ramjibonpur	2090967.00	41819.00	45
28	PAM436	Construction of R.C.C. High Drain from DhatriPolli to RuidasPolli in Ward No. - 2, 3 of Ramjibonpur Municipality under ParaySamadhan Scheme.	Ramjibonpur	1950196.00	39004.00	60
29	PAM437	Repairing of Masonry Drain from Das Para to GaneshjanoniPolli in Ward No. - 3 of Ramjibanpur Municipality under ParaySamadhan Scheme.	Ramjibonpur	629380.00	12588.00	45
30	PAM383	Work for Community Toilet for Both provision of Gents and Ladies in separate along with Guard Wall at Ward No. 12 in Midnapur Municipality	Midnapore	1182157.00	23643.00	120
31	PAM379	Construction of surface drain and allied works at Rajarammohan Nagar in ward no. - 4 within MidnaporeMunicipalpty	Midnapore	2169288.00	43386.00	60
32	PAM386	Construction of cement concrete road from Detimba to Kamar Para High school in ward no. - 22 within MidnaporeMunicipalpty	Midnapore	678828.00	13577.00	30

- For e-tendering, intending tenderer may download the tender documents from the above said website directly with the help of digital signature certificate. **Necessary Earnest Money** shall be deposited through NEFT/RTGS in favour of the "District

Magistrate, Paschim Medinipur". The details of bank account are given in e-tender onlinepayment option. The fund debit statement or UTR No. should be uploaded in bidder document.

2. As per G.O. issued by Principal Secretary to the Government of West Bengal from Finance Department, Audit Branch vide memo. no. – 1592-F(Y), dated – 20th March, 2014 *“iv. In case of e-tendering, EMD/Bid security shall be collected as soft copy (scan copies of the originals) for instruments (Cheques/Bank Draft/Bank Guarantee, etc.) and in case of deposit of money it should compulsorily be deposited on-line by the bidders. The L1 bidder shall submit the hard copy of the documents to the tender inviting authority with his acceptance letter of the LOI. Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.”*
3. Properly indexed & self-attested documents & duly digitally signed for both the Technical Bid and Financial Bid should be concurrently submitted in the website mentioned above as per time schedule given below.

Sl. No.	Particulars	Date & Time
1.	Date of Uploading of NIT Documents (Online)	12.01.2021
2.	Starting Date of Downloading of Documents (Online)	12.01.2021 from 11.00 hrs onwards
3.	Starting Date of Submission of Bid (Online)	12.01.2021 from 11.30 hrs
4.	Last Date of Downloading of Documents (Online)	19.01.2021 till 12.30 hrs
5.	Last Date of Submission of Bid (Online)	19.01.2021 till 13.30 hrs
6.	Opening Date of Technical Bid (Online)	21.01.2021 from 14.00 hrs.
7.	Opening Date of Financial Bid (Online)	Will be notified later

5. **Eligibility Criteria for participation in the Tender:**

5.1. **The prospective tenderers as a primary agency, should have satisfactorily completed at least one work of similar nature for a magnitude of 40% in respect of 1st call of NIT, 30% in respect of 2nd call of NIT & 20% in respect of 3rd call of NIT of the amount put to the tender vide G. O. No.– 137/1-A/PW/O/10C-02/14, dated– 24/04/2014 of the Principal Secretary to the Govt. of West Bengal under the State Government or its undertaking or the Central Government or its undertaking or any Statutory Body during the last 03 (Three) years from the date of issue of this Notice.**

5.2. Technical Bid Documents should be accompanied with copies of tenderer’s PAN Card, Professional Tax Receipt / Challan, Trade License for the current year, GST Registration Certificate & Income tax return for current year.

5.3. Registered Co-Operative Societies of Unemployed Engineers and Diploma Holders in Engineering are required to furnish valid Bye-Laws, Latest Audit Report, Valid Clearance Certificate from Assistant Registrar of Co-Operative Societies along with other relevant supporting papers.

5.4. A Company shall furnish the Article of Association and Memorandum.

5.5. The partnership firm is requested to furnish the copy of Registered Partnership Deed.

5.6. **The prospective tenderer will have to submit a hiring/ownership/lease certificate of a power roller (8 to 10 ton) for the case of work related to compaction viz. road work, land leveling work etc., Mixture machine & Vibrator for construction related works, Bitumen hot mixed plant for Bituminous work at the time of submission of tender.**

5.7. **The prospective tenderer will have to submit a copy of agreement made with a Diploma Engineer (Civil) who will supervise the work technically from his side Name, Address, Ph. No., & period of agreement must be given).**

6. Payment of bill on its production will be made after successful execution of the work subject to availability of fund and no claim, whatsoever, will be entertained for any delay in payment. No escalation charge will be entertained against any e-NIT/ any accepted Tender. Deduction will be made at source in accordance with the orders as applicable as per Govt. Rules.

7. Neither any Mobilization Advance nor any Secured Advance will be allowed.

8. The Contractor shall have to arrange nearest to the work site, required land for installation of plant & machineries (specified for each awarded work), storing of materials, provision of labour shed & laboratory etc. at his own cost and responsibility.

9. Bids shall remain valid for a period of 365 (Three Hundred and Sixty Five) days from the date of opening of Financial Bid. If the bidders withdraw the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith assigning any reason thereof. No interest on the deposited Earnest Money shall be allowed if the said bid is cancelled.

10. Financial Bids of those tenderers who qualify in Technical Bid will only be opened. Dates, if changed, due to unavoidable circumstances, will be published in the said website and the office notice board only without any individual intimation.

11. A tenderer are requested to visit the site of works and its surroundings before dropping their bid.

12. No cost of bidding shall be reimbursable by the office of the District Magistrate, Paschim Medinipur. Authority may accept or reject any tender without assigning any reason, whatsoever, and is not liable for any cost that might have been incurred by a Bidder.

13. Refund of EMD: The Earnest Money of all the unsuccessful Tenderers will be refunded through on line by the Office of the District Magistrate, Paschim Medinipur.

14. The Earnest Money deposited by a successful Tenderer will be converted into Security deposit and the balance amount for security deposit @8.00% of the bill value will be deducted from the bill at the time of payment to retain 10% of bill value of the total work done (final bill value) from the Security Money for performance of work. No interest on Security Deposit will be paid by the Tender accepting Authority.

15. Successful bidder(s) will/shall have to execute an agreement (as per terms & conditions) over Non-Judicial Stamp paper worth of Rs. 50.00 within 7 days with the undersigned. If he/they fail(s) to submit the same within the stipulated time the work order(s) should be cancelled automatically

16. The District Magistrate, Paschim Medinipur, reserves the right to cancel the e-NIT due to unavoidable circumstances and no claim in this respect will be entertained.

17. A tenderer's bid will be outrightly rejected with a forfeiture of his earnest money if it comes to the notice of the Tender Inviting Authority that the credential or any other papers of a tenderer are manufactured/ fabricated, etc.

18. The Tender Inviting Authority may verify the original credential & other original documents of the lowest tender, if found necessary, before issuance of the Work Order and the work order will not be issued in favour of the tenderer if it is found on verification that such documents submitted by him/her/they is/are either manufactured or fabricated, etc.

19. A clause stated in the later notification will supersede the corresponding one mentioned in former notification in the following sequence:-

- I. Tender Form as prescribed.
- II. NIT.
- III. Special Terms & Conditions.
- IV. Technical Bid.
- V. Financial Bid.

20. **Rejection of Bid:** The Employer (Tender Accepting Authority) 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 any obligation to inform the affected Bidder or Bidders of the ground for Employer's (Tender Accepting Authority) action. The tender inviting authority may relay or do query with any of the claims / conditions for the execution of the work in larger public interest. The tenders will have to visit the proposed site of work beforehand. No request for alteration of site or any extra funding for modification /alteration / additional construction will be entertained under any circumstances. Once the work order is issued it will be sole responsibility of the successful tenderer to execute the work under all circumstances. No request for change or exemption will be entertained under any circumstances. Any type of local dispute or local problem relating to the geographical location, soil nature, political situation or any other site related problems will not be taken into consideration once the work order is issued and the executing agency will be bound to execute the work within the stipulated time period.

NB: Original copies of all documents have to be produced on demand for checking. Otherwise tender will be rejected.

Special Terms and Conditions

C-1 **General:** Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications as mentioned in the SOR specification of the relevant State Government Department, Discrepancy, if any, found in the arithmetical calculation in B.O.Q.s should be brought to the notice of the J. E. of Planning & Development Section of D. M., Paschim Medinipur before execution of work.

C-2 Definition of D. M., D. Pl. O. and Department: the word "D.M." means the "District Magistrate", the word "D. Pl. O." means the "District Planning Officer" and the word "Department" appearing anywhere in the tender document means Office of the District Magistrate, Development and Planning Section".

C-3 **Terms & Conditions in extended period:** The extended time for completion of work allowed by the District Planning Officer, Paschim Medinipur for cogent reasons will automatically revalidate the tender to the extended period with all the same terms and conditions.

C-4 **Co-Operation with other agencies and damages and safety of road users:** All works are to be carried out in close co-operation with the Department, any other contractor or contractors working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality and precautions must be taken to guard against any chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. Any damage to any property due to the negligence of the contractor, in the opinion of the D. M. / D. Pl. O./Engineer-in-Charge, will have to be repaired promptly by the contractor at his own cost and expenses subject to the direction and satisfaction of the D. M. / D. Pl. O./Engineer-in-Charge.

C-5 **Transportation Arrangement:** The Contractor shall arrange for all means of transport including railway wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may grant necessary certificates, if required, for booking of railway wagons etc. So as to avoid to hamper of work any no claim whatever on this ground will be entertained under any circumstances. Alternatively, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

C-6 **Contractor's Site Office:** The contractor shall have an office adjacent to the worksite as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the connection

with the contract, may be left or sent by post to such office or delivered to the contractor's authorized agent or representative and such intimation to a contractor at the site office shall be deemed to have been duly served upon the contractor.

C-7 Incidental and other charges: The cost of all materials, hire charges of tools and plants, royalty on minor minerals/road materials (if any), electricity and other charges of statutory local bodies, ferry charges, toll charges, loading and unloading charges, handling charges, overhead charges etc. inclusive of Sales Tax (Central and / or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, GST etc. shall be deemed to have been covered by the rates quoted by a contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect should be to the entire satisfaction of the Engineer-in-Charge of the work. No extra claim in this regard beyond the specified rate as per work schedule, whatsoever, in this respect will be entertained.

C-8 Authorized Representative of Contractor: The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint an authorized representative in respect of one or more of the following purposes only.

1. General day to day management of work.
2. To give requisition for Departmental materials, tool & plants etc. to receive the same and sign hand receipts thereof.
3. To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken as token of acceptance by the contractor. The selection of the authorized representative shall be subject to the prior approval of the D. Pl. O. concerned and the contractor shall in writing seeks such approval of the D. Pl. O. giving therein the name of work, Tender No., the name, Address and the specimen signature of the representative he wants to appoint and specific purpose as specified here-in-above, which the representative will be authorized for, Even after first approval, the D. Pl. O. may issue at any subsequent date, revise directions about such authorized representative and the contractor shall be bound to abide by such direction. The D. Pl. O. shall not be bound to assign any reason for his revised directions. Any notice, correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.

C-9 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 stack 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 Engineer-in-Charge.

C-10 Arrangement of Land: The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for execution of the work. Departmental land, if available, may be spread 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 D. M. / D. Pl. O./Engineer-in-Charge will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

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 materials 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 for any items 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 D. M. / D. Pl. O./Engineer-in-Charge and the rates will be fixed in the manner as stated below:-

1. 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.
2. 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 enforce at the time of N.I.T.
3. In case, addition items do not appear in the above Department Schedule of rates, such items for the work shall be paid at the rates entered in the Department Schedule of Rates for the working area enforce at the time of N.I.T.
4. If the rates of the supplementary cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of materials, 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 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 former item has been measure up and has been inspected by the D. M. / D. Pl. O. /Engineer-in-Charge or the authorized representative of the Executive Officer and order given by him for proceeding with the latter item of work. When however, this is not possible for practical reasons, the Junior Engineer may do this inspection in respect of minor works and issue order regarding the later item.

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 Engineer-in-Charge 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 work site, office etc. that may be necessary in difference 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 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.

C-16 Road 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 work. The work should be so arranged and the programme of work must be so adjusted as not disturb the smooth flow of road traffic in any way. If necessary diversion road 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 changes 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 obligations, suitable road sign as and where necessary should be provided by the contractor at his own cost direction of the D. Pl. O. /Engineer-in-Charge 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 distributed 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 accordingly to the departmental General Arrangement Drawing and Detail Work 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 Engineer-in-Charge) obtained during dismantling of existing structure/roads and handing over the same to the Engineer-in-Charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department , full value will be recover from the Contractor's bill at rates as will be assessed by the D. M. / D. Pl. O. / Engineer-in-Charge.

C-19 Unserviceable Materials: The contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the D. M. / D. Pl. O. / Engineer-in-Charge. No extra payment will be made on this account.

C-20 Loss or Damage Contractor's Risk for: 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:

1. The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law.
2. 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 of name of other protected write in respect of any constructional plant, machine, work materials thing or process used for or in connection with works or temporary works or any of them.

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 contract or 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, 1848. Contract labour (regulation and abolition) Act, 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or of the concerned Authority may at his discretions, take necessary measure over the contract. The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the 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 (s) are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures over the contract.

C-26 Safety, Security and Protection of the Environment: The contractor shall throughout the execution and completion of the works and the remedying of any defects therein:-

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

C-27 **Commencement of Work:** The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

C-28 **Programme of Work:** Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly 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 time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-in-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-in-Charge and is modified by him. The contractor must pray in writing showing sufficient reasons therein for modification of programme. The conditions laid down in Clause-2 of the printed Tender Form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fail short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

C-29 **Setting out of the Work:** The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-charge. During progress of work, if any error appears or arises in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor from their responsibility for correctness and rectification thereof.

C-30 **Precautions during Works:** The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during the execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.

C-31 **Testing of Qualities of Materials & Workmanship:** All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T & H's specification for Road and Bridge works (latest Revision) and relevant IS Codes and the Engineer-in-Charge reserves the right to test, examine and measure the materials / workmanship direct at the place of manufacture. Fabrication or at the site of work 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. 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 Tender from the date of commencement as mentioned in Work Order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

C-33 **Procurement of Materials:** All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorized and approved source.

C-34 **Rejection of materials:** All materials brought to the site must be approved by the Engineer-in-Charge. Rejected materials must be removed by the contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-in-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for 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-36 **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-37 **Issue of Departmental Materials:** Departmental materials will not be issued under any circumstances.

C-38 **Force Closure:** In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.

C-39 **Tender Rate:** The Contractor should note that the tender is strictly based on the rates quoted by the contractor on the priced schedule of probable items of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at time of execution at the rate prescribed in the tender condition. No conditional rate will be allowed in any case.

C-40 **Delay due to Modification of Drawing and Design:** The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the drawing, addition and alterations of specifications.

C-41 **ADDITIONAL CONDITIONS:** A few additional conditions under special Terms and Conditions.

1. Rate quoted shall be inclusive of clearing site including removal of surplus(both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of Engineer-in-Charge.
2. Rate quoted shall be inclusive of taxes viz. West Bengal Sales Tax, VAT, Income Tax, Cess, Octroi and all other duties as applicable according to Govt. norms.
3. During agency payment for final or for any progressive bill necessary deduction(s) viz. S.T., I.T., VAT, Cess etc. will be made as per Govt. norms.
4. The Contractor is to display caution board maintaining I.R.C norms at his own cost as per direction of Engineer-in-Charge.
5. Deep excavation of trenches and left out for days shall be avoided.
6. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

C-42 **Amalgation of Engg. Co-operative Society:** Amalgation of un-employed engineers co-operative and Labour co-operative societies in any form should not be allowed towards counting of eligibility of Tender.

C-43 **Refund of Security Deposit:** In respect of successful tenderers, the earnest money on acceptance of the tenders shall be converted as a part of security deposit (total security deposit – 10%). Balance part of security deposit will be deducted from each bill so as to make the total amount of Security equivalent to 10(ten) % of the total value of work so executed and the same will be released after 6(six) months from the date of completion of the work on due satisfaction of the E.I.C. Earnest Money deposited by unsuccessful tenderers will be refunded automatically through online.

C-44 **Defect Liability Period:** Defect Liability Period for all the work is one year and will be calculated from the date of completion of the whole work.

C-45 **Specification of Work, Methodology:** Specification and methodology of works shall be as given in the specification of Rural Roads of MORD and other relevant IRC & IS Codes.

C-46 **Work Order will be issued in several parts depending upon the availability of Fund.**


**Addl. District Magistrate (Dev.),
Paschim Medinipur.**

Date- 10.01.2021

Memo No.-28/1(31).

Copy forwarded for information to:

1. The District Magistrate, Paschim Medinipur.
2. The Addl. District Magistrate (All), Paschim Medinipur.
3. The Sub-Divisional Officer (All), Paschim Medinipur.
4. The Executive Engineer, MED, Paschim Medinipur.
5. The Block Development Officer (all), Paschim Medinipur.
6. Notice Board


**Addl. District Magistrate (Dev.),
Paschim Medinipur.**