

Government of West Bengal
Directorate of Agriculture
Office of the Deputy Director of Agriculture
(Soil and Water Management)
Birbhum, Suri

Phone No.: 03462-255732; e-mail id: dda.birbhum9@gmail.com

TENDER NOTICE

SECTION - A

NIT No. 02/RAD – NMSA/2018-19 Dated:-10.09.2018

Sealed tenders are hereby invited from resourceful, bonafide & accredited hatchery owner for IMC or supplier with a good track record for supplying quality fingerlings of IMC on behalf of the Governor of West Bengal for supply of “Indian Major Carp Fingerlings (Size:- 6 inches to 8 inches / 30 Nos. per Kilogram)” in the water bodies situated in different clusters under “RAD,NMSA, 2018-19.Details of specification of materials are given below:-

Sl. No.	Name of Work	Number of fingerlings to be supplied	Place of supply	Estimated Amount put to tender (Rs.)	Earnest money deposit @2% (Rs.)	Cost of Tender Documents (Rs.)	Period of completion
1.	Supply of IMC Fingerlings (Size:- 6 inches to 8 inches / 30 Nos. per Kilogram) to the beneficiaries of Ushardihi Cluster under Illambazar Block, Birbhum .	81600 Nos. or 2720 Kgs	Block- Illambazar Mouzas:- 1)Ushardihi 2) Debipur 3) Illambazar 4)Choupahari Jungle 5) Etapur 6) Lakshmipur Dist.- Birbhum	408000.00 (inclusive of transportation charge, labour charge, other charge, if any upto mouza level)	8160.00 (In The Form Of Open Demand Draft in Favour of The Deputy Director of Agriculture(Soil & Water Management), Birbhum from any Nationalized Bank, payable at Suri, Birbhum	Nil (Rs.755/- Applicable only for L1 Bidder)	Within 15 days after issue of supply order
2.	Supply of IMC Fingerlings (Size:- 6 inches to 8 inches / 30 Nos. per Kilogram) to the beneficiaries of Mankar Cluster under Khyrasole Block, Birbhum .	81600 Nos. or 2720 Kgs	Block- Khyrasole Mouzas:- 1)Mankar 2) Karidhya 3) Demuria 4)Demurtita 5) Kunda Dist.- Birbhum	408000.00 (inclusive of transportation charge, labour charge, other charge, if any upto mouza level)	8160.00 (Same as above)	Nil (Rs.755/- Applicable only for L1 Bidder)	Within 15 days after issue of supply order

3.	Supply of IMC Fingerlings (Size:- 6 inches to 8 inches / 30 Nos. per Kilogram) to the beneficiaries of Elema Cluster under Dubrajpur Block, Birbhum .	81600 Nos. or 2720 Kgs	Block- Dubrajpur Mouzas:- 1)Elema 2) Alalchak 3) Sagar 4)Narayanpur Dist.- Birbhum	408000.00 (inclusive of transportation charge, labour charge, other charge, if any upto mouza level)	8160.00 (same as above)	Nil (Rs.755/- Applicable only for L1 Bidder)	Within 15 days after issue of supply order
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Bonafide suppliers having fish seed producing and selling license issued by the competent authority of Fisheries Department, GOWB / Fisherman's Co-operative Society / Resourceful outsider having financial capability to execute similar type of supply/work within preceding three years i.e. 2015-16, 2016-17 & 2017-18(Acceptance-cum-supply order along with payment certificate from competent authority with a minimum credential of 40% of the tender amount in a single work order) will be eligible to participate in the above tender(Non-refundable self attested photo copies of documents like Income Tax, P.Tax, G.S.T., Trade Licence, credentials etc. should be enclosed).Total supply will be made at different mouzas under the cluster areas of the district as mentioned above.

Tender documents consisting of tender schedule of supply, departmental agreement form, terms and condition & copy of this Notice, may be had from this office on production of current valid Income Tax return / Pan Card, Professional Tax clearance certificate, Sales Tax clearance certificate as per present GST/ Trade Licence as well as credential and other supporting papers regarding experience of similar type of supply as mentioned above in original.

Earnest money against supply as shown in the above table shall have to be enclosed along with the tender form in the form of Bank Draft from any Nationalized Bank in favour of the Deputy Director of Agriculture (Soil & Water Management), Birbhum payable at Suri, Birbhum.

The tenderer/supplier should quote their rate on percentage basis i.e. ABOVE, BELOW or AT PER both in words & figure on the memorandum page of the uploaded W.B.F.R.- 2911(ii) of the departmental tender schedule of supply including carrying and all other costs to specified spot. (www.birbhum.nic.in or www.birbhum.gov.in)

Maximum 1(One) number tender paper will be issued to each applicant.

SECTION - B
Date & Time Schedule

Sl.No.	Particulars	Date & Time
1.	Submission of Application for Tender Papers	11.09.2018 to 19.08.2018 up to 3.00 pm.
2.	Last Date of issue of Tender Papers	24.09.18 up to 4.00 Pm.
3.	Last Date of dropping of Tender papers in the Tender Box placed in this office.	25.08.2018 upto 2.00 Pm.
4.	Date of opening of Tenders in this office.	25.08.2018 at 2.30 Pm.
5.	Location of Tender Opening	O/O the Deputy Director of Agriculture(Soil & Water Management), Birbhum

The undersigned will have the sole discretion to decide the eligibility of the contractor/supplier/agency on the basis of submitted documents and the right to refuse any application of contractor found ineligible after scrutiny. Eligible Contractor/Supplier/Agencies should show their documents in original as enclosed in the application at the time of issuance of the Tender Papers.

Acceptance of lowest or any other tender is not obligatory on the part of the undersigned. The undersigned reserves the authority to reject any tender or all tender without assigning any reason what so ever.

The payment will be made as and when fund will be available from the concerned source. No claim/complain, whatsoever for delay in payment, if any, will be entertained. Contractor/Suppliers are requested to quote their rates accordingly.

SECTION - C

Terms and conditions

- 1) Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned below :-

The Technical specification as mentioned against each item duly approved by the Deputy Director of Agriculture (Soil & Water Management), Birbhum, Suri will be followed. DDA(S&WM), Birbhum have jurisdiction, administrative or executive, over part of whole of the works forming the subject matter of the tender or contract. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the Bidder will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

- 2) Eligibility criteria for participation in the tender:

The bidder will be established & experienced in undertaking similar nature of work having credential in similar type of work @ 40% of work value of in a single job. Capability statement in separate sheet should submit along with tender. Supply order shall however be placed as per requirement of the authority. It may be a pond to pond supply.

Credential certificate issued by the competent authority of a State/Central Government, State/Central Government undertaking, Statutory/Autonomous bodies constituted under the Central/State statute, on the executed value of completed/running work will be taken as credentials.

- 3) Earnest Money:

Earnest money against supply as shown in the above table shall have to be enclosed along with the tender form in the form of Bank Draft from any Nationalized Bank in favour of the Deputy Director of Agriculture (Soil & Water Management), Birbhum.

- 4) Payment Terms: The bidders shall prepare and submit the bill in triplicate to the undersigned along with signed challan, muster roll etc. to the Office for necessary payment. The payment will be made after deduction of Income Tax, Labour Welfare Cess, etc. as per applicable rate of Government.

- 5) Security Deposit:

The successful tenderers shall have to deposit the security money either @ 10% of the tendered value or the balance amount over the Earnest money (2%) already deposited in the form of Bank Demand Draft from any Nationalized Bank in favour of the Deputy Director of Agriculture (Soil & Water Management), Birbhum before issue of supply order. Refund of security deposit will be made at least

after three months of supply of prescribed amount of IMC in the water bodies of the respective clusters.

- 6) The work order for the supply will be issued after execution of formal agreement by the successful tenderer with the tender accepting authority within 7(seven) days from the date of acceptance of tender. Successful tenderer shall have to execute an Agreement with the Office of the Deputy Director of Agriculture(Soil & Water Management), Birbhum in WBF No.2911(II) along with all necessary documents.
- 7) As clause 5 of WBF No. 2911(II) as the case may be when an extension of time for completion of work is granted by the DDA(S&WM), Birbhum for cogent reasons for which the Bidder have no control, it will be taken for granted by the working Bidder that the validity of the contract is extended automatically upto the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.
- 8) In case of supply of fish seed of any species the seeds are to be procured/produced in accredited hatchery and reared in own / leasehold fish farm/tank in west Bengal.
- 9) 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 bidder without any extra claim towards department.
- 10) The Bidder before tendering must visit the site and satisfy himself as to the extent of the proposed working difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender. No interruption in works will be allowed due to any site condition. Difficulties and inconveniences should be taken into consideration by the Bidders. The Bidders shall have to arrange on his own cost all sorts of manpower to conduct the works.
- 11) The bidder should note that the tender is strictly based on the rates quoted by the bidder on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the Bidder at the time of execution at the rate prescribed in the tender condition. No conditional rate will be allowed in any case.
- 12) No extension of time will be granted due to preliminary works and non-availability of materials etc. For cogent reasons over which the bidder will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the Bidder before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances. The Bidder should consider the above factor while quoting this rate. Applications for such extension of time should be submitted by the Bidder in the manner indicated in Clause-5 of the printed form of W.B.F. No.2911 (ii).
- 13) Any input, which is found at the time of use to have been damaged /died shall be rejected and must immediately to remove from the site by the bidder as per directed by the DDA(S&WM).
- 14) The Intending Bidders are requested to read carefully & go through all the Terms & Conditions, Specifications etc. etc. as stipulated in the tender documents.
- 15) Others:
In case of any unscheduled holidays on the aforesaid dates, the next working date will be treated as schedule/prescribe date for the same purpose.

(Seal and Signature of the Tenderer)

(Signature of Tender Accepting Authority)

Deputy Director of Agriculture

(Soil & Water Management)
Birbhum, Suri

Copy forwarded for information & wide publication to-

- 1) The Sabhadhipati, Birbhum Zilla Parishad
- 2) The District Magistrate, Birbhum
- 3) The Director of Agriculture & E.O.S., West Bengal. He is requested to take necessary action to display this N.I.T. on the Website of the Administrative Department as per G.O. No.5400-F(Y) dated, Kolkata, the 25th. June, 2012
- 4) The Joint Director of Agriculture (Soil Conservation) West Bengal, Kolkata-1
- 5) The Deputy Director of Agriculture (Admn.) Birbhum with a request to be present on the event of opening of tender as per schedule date & time positively.
- 6) The Krishi Karmadhyaksha, KSOSSS, Birbhum Zilla Parishad
- 7) The District Information Officer, Birbhum. He is requested to kindly publish this notice in the Dist. Website (www.birbhum.gov.in or www.birbhum.nic.in)
- 8) The Assistant Director of Agriculture (Admn.) Soil Conservation, Birbhum – Burdwan with a request to be present on the event of opening of tender as per schedule date & time positively
- 9) The Assistant Engineer (A.I.), O/O ADA(Admn.), SC, Birbhum – Burdwan with a request to be present on the event of opening of tender as per schedule date & time positively
- 10) The Assistant Director of Fisheries, Birbhum with a request to be present on the event of opening of tender as per schedule date and time positively.
- 11) Account Section of this Office.
- 12) Notice Board of this office.

Sd/- Anangadev Maiti

**Deputy Director of Agriculture
(Soil & Water Management)
Birbhum, Suri**

TENDER FORM

WEST BENGAL FORM NO. 2911(II)

ITEM RATE TENDER AND CONTRACT FOR WORKS GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public place and signed by the Deputy Director of Agriculture (Soil & Water Management), Birbhum or DDA(S&WM), Birbhum.

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 tenderer 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 DDA(S&WM), Birbhum shall also be open for inspection by the contractor at the office of the DDA(S&WM), Birbhum during Office hours.

2. In the event of the 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 authorising him to do so. Such power-of-attorney is to be produced with the tender and save 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 tender 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 alteration 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 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. DDA(S&WM), Birbhum or his duly authorized assistant 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 specifications and other documents mentioned in Rule 1. In the event of a 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 DDA(S&WM), Birbhum to take the refund.

6. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he will not be bound to accept either the lowest tender or any of the tenders.

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NOTE - To be continued on additional sheets as found necessary.

Should this tender be accepted I/We hereby agree to abide by and fulfil 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 sum of Rs. is herewith forwarded in currency notes/ Demand Draft 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 the Government as on account of such security deposit as aforesaid ; or (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].

* Give particulars and number
Strike out
(a) if no cash security deposit is to be taken.
Strike out
(b) if any cash security deposit is taken.

Dated the _____ day of _____ 19 ____ †

Witness +
+
Address
Occupation

† Signature of Contractor before submission of

+ Signature of witness to Contractor's signature.

The above tender is hereby accepted by me for and on behalf of the Governor of the State of West Bengal..

Dated _____ day of _____ 19 ____ **

** Signature of the officer by whom accepted.

Clause 1. -The person / persons which tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1000.00 or less, two days for one of Rs. 2000.00 or less, and so on, upto a limit of ten days of the receipt by him of the notification, of the acceptance of his tender) deposit with the DDA(S&WM), Birbhum in case or Government securities endorsed so the DDA(S&WM), Birbhum (if deposited for more than twelve months) a sum sufficient with the amount of the Earnest-money deposited by him with his tender to make up the full 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 percent, 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 deposits as contemplated at

(A) above, than and in such case, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payments as last aforesaid. All compensation 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 therefrom or 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 through out 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 percent or such smaller amount as the DDA(S&WM), Birbhum (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 uncommenced, 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-fourth of the work before three-fourth of such time has elapsed. In the event of **the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the DDA(S&WM), Birbhum, (whose decision in writing shall be final) may decide on the said tendered cost of the whole work for everyday that the due quantity of work remains incomplete; PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the tendered amount of the work as shown in the tender.**

Clause 3. -In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) the DDA(S&WM), Birbhum, on behalf of the Governor shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government -

Action when whole of security deposit is forfeited

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the DDA(S&WM), Birbhum 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 Public Works Department 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 Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of 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 Divisional Officer 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 expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the DDA(S&WM), Birbhum 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 the above courses being adopted by the DDA(S&WM), Birbhum, 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 advances on accounts, 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 Sub-Divisional Officer/Divisional Officer/ DDA(S&WM), Birbhum 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 DDA(S&WM), Birbhum 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 thereof 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 DDA(S&WM), Birbhum putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the

Contractor remains liable to pay compensations if action not taken under clause 3

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

work, 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 Engineer – In – Charge whose certificate thereof shall be final, otherwise the DDA(S&WM), Birbhum may by notice in writing to 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 DDA(S&WM), Birbhum 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 Engineer – In – Charge 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 Engineer – In – Charge 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 DDA(S&WM), Birbhum within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the DDA(S&WM), Birbhum shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may, in his opinion, be necessary or proper.

Extension time

Clause 6. -On completion of the work, the contractor shall be furnished with a certificate by the Engineer – In – Charge/ 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 cleaned 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, nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid ; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Final Certificate

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 therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-Charge/ Officer – In – Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and competed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be

Payment on intermediate certificate to be treated as advance

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 Engineer-in-Charge / Officer – In – Charge under these conditions or any of them as to the final settlement and adjustment of the accounts of 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/ Officer – In – Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 8.-A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month, and 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 subordinate 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.

Submitted monthly

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

Bills to be on printed form

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 DDA(S&WM), Birbhum

Payments of contractor's bills to Bank

(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 him by Government or his signature on the bill or other claim preferred against Government, before settlement by the DDA(S&WM), Birbhum of the 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, wherever 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 to secure payment to the financing Bank, payments made to the contractor should be accepted as full acquaintance so far as Government is concerned. As part of the arrangement, the financing Bank should give Government a letter to this effect.

Note1- The procedure will not affect the usual rights of Government to deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to Government on account of penalties, over-payments, etc. on this or any other contract with the Governor of West Bengal.

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

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 Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores, and prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but no so as in any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit or the proceeds of sale thereof; if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All material supplied to the contractor 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 Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store if by a notice 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.

Stores
supplied by
Government

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

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

Alterations in
specifications
and designs

Clause 12.- 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 instruction which may be given to him in writing signed by the Engineer-in-Charge and such alteration, omission, 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 matter 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 the same rates, if any, may be specified in the tender for the main work. The time for the completion of the work shall be extended in proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charges shall be conclusive as to such proportion. And

Do not
invalidate
contract.

Extension of
time in
consequence
of alteration

if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of rates brought out by the Superintending Engineer of the district, which was in force at the time of the acceptance of the contract minus/plus the percentage which the total tendered amount bears to the estimated cost of 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 cases when such rates are determined on analysis by the Engineer-in-Charges under (a) above, the stipulated percentage above or below Schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above payment shall be made at the rates so determined without application or the stipulation percentage. In the event to any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Superintending Engineer of the Circle 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 districts 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 rates of such additional materials and the Engineer - in charge may revise such rates having regard to the increase in the market price of such materials. In the event of a dispute decision of the Superintending Engineer of the circle 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.

Rates works not in estimated schedule

Clause 13.- If at any time after the commencement of work the Governor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall 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.

No compensation for alteration in, or restriction of, work to be

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 articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the 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 have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct 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 contractor shall be liable to pay compensation at the rate of one per cent, on the

Action and compensation payable in case of bad

amount of the estimate for everyday not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case the may be at the risk and expense in all respects of the contractor.

Clause 15.- All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive 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.

Work to be open to inspection

Contractor or responsible person to be present

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 of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the works and if any work shall be covered up or placed beyond the of 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.

Notice to be given before work is covered

Vide G. O. No. 4142 - A Dt. 26 - 08 - 1977.

Clause 17. -If the contractor or his workman or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, tree 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 other of its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make the same good at his expense or in default, the Engineer-in-Charge may cause the same be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sum that may be then or at any time thereafter become due to contractor or from his security deposit, or the procedure of the sale thereof or of a sufficient portion thereof.

Contractor liable for damage done and for imperfection for three month after certificate

The security deposit of the contractor made in the manner provided in Clause-1 hereof, shall be refundable on the expiry of 3 months (6 months in the 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 of security deposit shall be allowed till the final bill has been prepared and passed. Provided however, that in the case of a road work if in the opinion of the Engineer - in - charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract half of the security deposit will be refundable after 3 months of the issue of the said certificate or

completion provided further that in the case of any work (whether Road, Building, Bridge, Electrical, Sanitary and Plumbing etc.) where the Engineer-in-Charge is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reasons beyond his control, the Engineer-in-Charge may in his discretion make proportionate refund of the security deposit to contractor.

The contractor shall be responsible for rectifying defects in asphaltic work noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

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

Contractor to supply plant, ladders, scaffolding etc.

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

And is liable for damages arising nonprovision of light, fencing

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 the execution of the works under this contract and shall be liable for any loss of and damages caused 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 Government such amount as may be fixed by the Government for such loss and damages, the decision of the Government in the respect being final. Should the contractor fail or neglect to pay such amount on demand, the Government 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, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the

works, Government will recover from the contractor the amount of the compensation so paid, and, without prejudice to the rights of Government under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Government to the contractor whether under this contract or otherwise.

Government shall not 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 Government full security for all costs for which Government 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 year shall be employed on the work.

Labour

Vide Letter No. 4783/A Dt. 07-05-1976 for Engr. in Chief and Ex-Officio Secretary, P. W. D., W. B.

(a) "The contractor shall pay to labour employed by him either directly or through sub-contractors, 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 & Abolition) Act, 1970 and Contract Labour (Regulation & 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, wage period, deduction from wages, recovery of wages not paid and deduction, un-authorisedly made, maintenance of wages books or wages slips, publication of scale of wages and other terms of employment, inspection and submission or periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation & Abolition) Rules, 1971 wherever applicable.

(d) The Divisional Officer/Sub-Divisional Officer concerned shall have the right to deduct from the moneys 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 workers, non-payment of wages or of deduction 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 (Regulations

& Abolition) Act, 1970 or the modification thereof or any other laws relating thereto and the Rules made there-under from time to time.

(f) The contract shall indemnify Government against payment to be made and for observance of the laws aforesaid and the C.P.W.D. contractor's Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnity from his sub-contractors.

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

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

Works on
Sundays

Clause 21.- The contract shall not be assigned or sublet without specific orders from Government 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 creditor, or attempt to do so, 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 Government 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 Divisional Officer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under the 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.

Work not to be
sublet

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

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.

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

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

Changes in
constitution of
firm

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 Superintending Engineer of the Circle / DDA(S&WM), Birbhum 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.

Works to be under
direction of
Superintending
Engineer

Clause 25. – Arbitration will not be allowed. The Clause no. 25 of 2911(ii) is to be considered as deleted Clause vide gazette notification no. 558 / SPW-13 December 2011.

Settlements of
dispute

Clause 26. - The contractor shall obtain from the stores of the Engineer-in-Charge all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles required therefor or in connection therewith unless he has obtained permission in writing from the Engineer-in-Charge to obtain such stores and articles elsewhere. The value of such

Stores of European
or American
manufacture to be
obtained from
Government

stores and articles as may be supplied to the contractor by the Engineer-in-Charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price which for the purpose of this contract shall include the cost of carriage, incidental charges and storage charges, the last being recoverable in addition and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 27. - When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 28. - In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in-Charge.

Clause 29. - The expression “works” or “work” where used in the conditions shall, unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 30. - The contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/They shall also at his/their own cost make arrangements for the laying of pipe lines for water-supply to his/their labour camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection, therewith and incidental thereto.

INTERPRETATION CLAUSE:-

The Governor means the Governor of West Bengal and his successors.

The Superintending Engineer/ Engineer – In – Charge means the Superintending Engineer / Engineer – In – Charge holding the charge of the Circle / Office concerned for the time being.

The Divisional Officer / DDA(S&WM), Birbhum means the Divisional Officer / DDA(S&WM), Birbhum holding the charge of the Division / Office concerned for the time being.

The Sub-divisional officer means the Sub-divisional Officer for the Sub-division concerned. Words importing the singular number only include the plural number and vice versa.

Signature of the Contractor/Tenderer

Signature of DDA(S&WM)
Birbhum

