# BIDHANNAGAR MUNICIPAL CORPORATION

**POURA BHAVAN, FD-415A, Sector-III,**
**Salt Lake City, Kolkata - 700 106**

## NOTICE INVITING e-TENDER

**NIT No. 272/PWD/ROAD/BMC** **Dated: 31/07/2026**

The Executive Engineer on and for behalf of Commissioner, Bidhannagar Municipal Corporation invites e-bid Tender from reliable and resourceful Companies/Firms/Contractors having experience and in similar nature of works as noted below:

| Sl. No. | Name of work | Amount Put to Tender (Rs.) Including G.S.T & Cess | Earnest Money (Rs.) | Date of Completion |
|---|---|---|---|---|
| 1. | Construction of concrete road and drain from Tarun Sangha play ground to new Jhilmil park in ward no - 04 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 84,11,628.00 | 1,68,233.00 | 45 days |
| 2. | Construction of road by Paver unit from Jay guru vandar to High Mast at Hatiyara New market in ward no - 14 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 35,13,131.00 | 70,263.00 | 30 days |
| 3. | Construction of concrete culvert near Swasti SRL Lab in ward no - 16 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 9,08,564.00 | 18,171.00 | 30 days |
| 4. | Construction of concrete road from h/o. Robin Biswas to h/o. Moni Biswas via h/o. Narayan Majumder in ward no - 19 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 11,13,223.00 | 22,264.00 | 30 days |
| 5. | Construction of concrete road from h/o. Taraknath Giri to h/o. Mann via h/o. Dr. S.K.Das at Rabindra Pally in ward no - 16 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 13,03,548.00 | 26,071.00 | 30 days |
| 6. | Construction of concrete road from h/o. S.K. Nag to space Tower via Narboda Nibas via Barnika Nursery School at Rabindra Pally in ward no - 16 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 28,80,879.00 | 57,618.00 | 30 days |
| 7. | Construction of concrete road from h/o. Pranabesh Saha to h/o. Swadesh Chakraborty near Shiv Shakti Sangha in ward no - 14 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 30,54,644.00 | 61,093.00 | 30 days |
| 8. | Construction of concrete road from h/o. Mr. Das to h/o. Dr. Subodh Hansda via h/o. Subhasish Biswas via h/o. Raju Dewan at Hatiyara Purbachal in ward no - 14 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 31,47,954.00 | 62,959.00 | 30 days |
| 9. | Construction of concrete road from h/o. Gobinda Bera to h/o. Mrinal Mondal via h/o. Rupak saha via h/o. Goutam paul via h/o. Kishore Rajbanshi at Hatiyara Nilachal in ward no - 14 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 34,00,874.00 | 68,017.00 | 30 days |
| 10. | Construction of concrete road from h/o. Mridul Dhar to h/o. Laxman Debnath via Gupta House , from shri Ganapati Apartment to h/o. Niraj Singh via Shree Varati School lane at Hatiyara Jheel Bagan in ward no - 14 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 47,10,127.00 | 94,203.00 | 30 days |
| 11. | Construction of concrete road from h/o. Jayanta Chakraborty to h/o. Anupam Shaw, from h/o. Jagadish Tripathi to h/o. Satyanarayan Thakur, from h/o. Kajal Vankta to Kali Mandir and from h/o. Anil Sarkar to shop of Uday Singh at hatiyara uttarmath in ward no - 14 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 62,29,142.00 | 1,24,583.00 | 45 days |
| 12. | Construction of concrete road from h/o. Hari Koshore Rajbanshi to h/o. Piyush Biswas via Mithun Halder via h/o. Babu Ghosh via Hari Sikder via h/o. Tapan Malakar at Hatiyara Dakshin Nilachal in ward no - 14 under Bidhannagar Municipal Corporation. [Fund- U.D. & M.A Fund] | 68,56,214.00 | 1,37,124.00 | 45 days |

**N.B.:** **i) Amount put to tender are Including GST & Labour Welfare Cess.**
**ii) Maintenance Security Period 5 (Five) Years.**

| | | | |
|---|---|---|---|
| **1.** | Location of Work: | | under Bidhannagar Municipal Corporation area. |
| **2.** | Eligibility to participate in the Tender | | 2.(a) i) Intending tenderers should produce credentials of (i)1(one) similar nature of completed work of the minimum value **of 40 %** of the estimated amount put to tender during 5 (five) years; or ii) 2(two) similar nature of completed work each of the minimum value of **30%**of the estimated amount put to tender during 5 (five)years or iii)one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i)above.<br>In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.<br>(i) GST Registration, ST, P. Tax clearance Certificates, PAN Card, Trade Licence and all necessary documents as applicable as per government rules.<br>**(ii) The cement having grade 43 (OPC) should be used. In case of concrete road the report of compressive strength of concrete (07 and 14 days) / cube test should be submitted** |
| | | | **Note:**<br>**Similar nature of works completed successfully will be treated as credential.** |
| **3.** | Documents to be produced in support of Credential for Tender | | A successful performance and completion certificate supplemented with work order along with payment certificate issued by the competent authority shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice **(Ref: Sl. No. 2: Eligibility to participate in the Tender).** Besides this, following documents shall have to be furnished: |
| | | a. | Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm. |
| | | b. | Copies of valid GST Registration, PAN Card, Sales Tax clearance, Professional Tax clearance Certificate etc., all necessary documents as applicable as per government rules. |
| | | c. | Corresponding address, fax & telephone no., contact mobile no. & E-mail ID of the Organization. |
| | | | ***All documents in original to be produced in due course of time as & when asked by the Tender Inviting Authority*** |
| **4.** | Earnest Money | a. | **2% of the estimated amount** put to tender to be paid for all participant Bidders.<br>Earnest money to be deposited **online** through e-tender portal only by Net Banking / NEFT / RTGS. |

**5. Date and Time Schedule :-**

| Sl. No. | Particulars | Date and Time |
|---|---|---|
| a) | Date of uploading of N.I.T. and Tender Documents (online). (Publishing Date) | **01/08/2026 after 18.55 Hrs.** |
| b) | Documents download start date. | **01/08/2026 after 18.55 Hrs.** |
| c) | Date of Pre Bid Meeting with the intending tenderers in the office of the Executive Engineer, Bidhannagar Municipal Corporation. | **-NA -** |
| d) | Bid submission start date. (online) | **01/08/2026 after 18.55 Hrs.** |
| e) | Bid Submission closing. (online) | **15/08/2026 up to 15.00 p.m** |
| f) | Bid opening date for Technical Proposals. (online) | **17/08/2026 after 15.00 p.m** |
| g) | Date of uploading list for Technically Qualified Tenderers. (online) | To be notified later on |

| | | | |
|---|---|---|---|
| **6.** | Time of completion | | As specified. |
| **7.** | Site inspection & general information | | Intending Bidders are required to inspect the site of the Project with particular reference to location and infrastructure facilities.<br>They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices. |
| **8.** | Tender documents | | A full set of Tender documents consists of 2 Parts. These are; |
| | | I) | Part I containing all documents in relation to the name of the firm applied for and credentials possessed by them along with EMD and all relevant documents as depicted in Sl. No. 2. |
| | | II) | Part II containing following documents; |
| | | a. | Bid Price / Price Schedule.(.xls sheet) |
| **9.** | Validity of Bid | | A Bid submitted shall remain valid for a period of 180 calendar days from the date of publication of Bids. Any extension of this validity period if required will be subject to concurrence of the Bidders. |
| **10.** | Withdrawal of Bid | | A Bid once submitted shall not be withdrawn within the validity period. If any Bidder/Bidders withdraw his/their Bid(s) within the validity period then Earnest Money as deposited by him/them will be forfeited. |
| **11.** | Acceptance of Bid | | Executive Engineer of Bidhannagar Municipal Corporation will accept the Bid. He does not bind himself to accept otherwise the lowest Bid and reserves to herself the right to reject any or all of the Bids received without assigning any reason thereof. |

| | | | |
|---|---|---|---|
| **12.** | Intimation | | The successful Bidder will be notified of the acceptance of his Bid and necessary documents must be submitted within 3 (three) days from the date of opening of Financial Bid. The Bidder then becomes the "Contractor" and he shall forthwith take steps to execute Formal Contract Agreement in appropriate Municipal Form with the Executive Engineer, Bidhannagar Municipal Corporation and fulfill all his obligations as required by the Contract. The Contractor will have to purchase 2 (two) sets of agreement paper in this regard from PWD Section of this office. |
| **13.** | Escalation of Cost | | There will be no escalation in cost for materials or labour and the contract price mentioned in the contract stands valid till completion of the O&M of the contract. |
| **14.** | Name & address of Engineer-In-Charge (EIC) of the Work | | Executive Engineer, Bidhannagar Municipal Corporation. |
| **15.** | Execution of Work | | The Contractor is liable to execute the whole work as per direction and instruction of the Executive Engineer, Bidhannagar Municipal Corporation, who is the Engineer in Charge of the work. |
| **16.** | Payment | | Payment will be made to the Contractor/Agency by the appropriate Authority of Bidhannagar Municipal Corporation periodically. |
| **17.** | Influence | | Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render his Bid liable to rejection. |

| **Following clauses are to be adhering to by the concerned Bidder during the process of Bidding.** | |
|---|---|
| **18.** | In case office faces sudden closure owing to reason beyond the scope and control of the Executive Engineer, any of last date/dates as schedule in Sl. No 5 may be extended up-to/to next and following working day without issuing further and separate notice the Administrator feels it to be necessary and exigent. |
| **19.** | Imposition of any duty/tax/rule etc. owing to change /application in legislations/enactment shall be considered as a part of the contract and to be adhering to by the Bidder/Contractor strictly. |
| **20.** | Bid Acceptance Authority is the Executive Engineer, Bidhannagar Municipal Corporation. |
| **21.** | In case of any dispute arising from any clauses of similar nature between bid documents and Municipal tender form, the decision of Executive Engineer, Bidhannagar Municipal Corporation, will be final and binding. |
| **22.** | All usual deductions for taxes i.e. ST, IT, and Labour welfare Cess etc. as applicable will be made from the bills from time to time. |
| **23.** | No conditional/ incomplete Bid shall be entertained. |
| **24.** | In the event of e-Filing intending bidder may download the tender document from the website https://wbtenders.gov.in directly by the help of Digital Signature Certificate. |
| **25.** | Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed in the website https://wbtenders.gov.in. Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule. |
| **26.** | The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense. Traffic management and execution shall be the responsibility of the Agency at his/her/their risk and cost. |
| **27.** | The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the ULB. The Executive Engineer, Bidhannagar Municipal Corporation reserves the right to reject any application for purchasing Bid documents and to accept or reject any or all the offered bid /bids without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at any stage of Bidding. |
| **28.** | Prospective applicants are advised to note carefully the minimum qualification criteria before bidding. |
| **29.** | During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice. |
| **30.** | Before issuance of the work order, the tender inviting authority may verify the credential & other documents with the original of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is either manufacture or false, in that case, L.O.A. / work order will not be issued in favour of the bidder under any circumstances. |
| **31.** | If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:<br>i) Municipal Form<br>ii) NIT<br>iii) Special terms & Condition.<br>iv) Technical bid<br>v) Financial bid |
| **32.** | Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970(b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time. |
| **33.** | Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908. |

| | |
|---|---|
| **34.** | **Payment will be made after receiving of Fund from the Government / Approving Authority.** |

31/07/26

**Executive Engineer, PWD**
**Bidhannagar Municipal Corporation**

31/7/26.

Copy forwarded to:-

1. Joint Municipal Commissioner, Bidhannagar Municipal Corporation.
2. Finance Officer, Bidhannagar Municipal Corporation. .
3. P.A. to Commissioner, Bidhannagar Municipal Corporation.
4. Office Notice Board.
5. Official Website.
6. Publication to the Newspapers.

31/07/26

**Executive Engineer, PWD**
**Bidhannagar Municipal Corporation**

31/7/26.

SECTION – B

FORM –I

**PRE-QUALIFICATION APPLICATION**

**To**
**The Executive Engineer**
**Bidhannagar Municipal Corporation.**

Ref: - Tender

For _____

_____ (Name of work) _____

_____

_____

_____

**N.I. T. No.:**

Dear Sir,
Having examined the Statutory, Non statutory and NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / we on behalf of_____ _____in the capacity _____ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

(a) Tender Inviting and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.

(b) Tender Inviting and Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

**Enclose: - e-Filling:-**
1. Statutory Documents
2. Non Statutory Documents

Date: -

**Signature of applicant including title**

and capacity in which application is made.

**SECTION – B**
**Form – II**
**FINANCIAL STATEMENT**

**B.1** Name of Applicant:
**B.2** Summary of assets and liabilities on the basis of the audited financial statement of the last five financial years.
(Attach copies of the audited financial statement of the last five financial years)

| | 1st Year (Rs. In lakh) | 2nd Year (Rs. In lakh) | 3rd Year (Rs. In lakh) | 4th Year (Rs. In lakh) | 5th Year (Rs. In lakh) |
|---|---|---|---|---|---|
| a) Current Assets :<br>(It should not include investment in any other firm) | | | | | |
| b) Current liabilities :<br>(It should include bank over draft) | | | | | |
| c) Working capital :<br>(a) – (b) | | | | | |
| d) Net worth :<br>(Proprietors Capital or Partners Capital or Paid up Capital + Reserve and surplus ) | | | | | |
| e) Bank loan/ Guarantee :<br>(As per clause G.2. with all sub clauses) | | | | | |

| **B.3** Annual value of construction works undertaken : | | | | | | |
|---|---|---|---|---|---|---|
| Work in hand i.e. Work order issued | As on 31.03.2026 | As on 31.03.2025 | As on 31.03.2024 | As on 31.03.2023 | As on 31.3.2022 | As on 31.03.2021 |
| | | | | | | |

Signed by an authorized officer of the firm
_____

Title of the officer
_____

Name of the Firm with Seal

Date : _____

# AFFIDAVIT"Y"

## Declaration of the Bidder

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Appropriate Value and Duly Notarized)

I, ……..……..…, son of ……..……... ……..……..…, aged……..… years by occupation ……. do hereby solemnly affirm and confirm as follow:

1. That, I am the ……. of ……. have duly authorized by and competent to affirm this affidavit on behalf of the said Bidder.

2. That, I have inspected the site of work covered under NIT No……. circulated through Office memo and have made myself fully acquainted with the site conditions existing level/proposed level and local conditions in and around the site of work. I have also carefully and meticulously gone through the Bid documents. Bid of the above named Bidder is offered and submitted upon due consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid Bidder, being lawfully and duly authorized, promise to abide by all the covenants, conditions and stipulations of the Contractual documents and to carry out, complete the works to the satisfaction of the Bid accepting Authority of the Work and abide by all instructions as may given by the Engineer in Charge of the work time to time. I also hereby undertake to abide by the provisions of Law including the provisions of Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, GST Registration Act, Income Tax Act to the Contractor upon entering into formal Contract/ agreement with the Bid Inviting/Accepting authority.

3. That I declare that, no relevant information as required to be furnished by the Bidder has been suppressed in the Bid documents.

4. That the statement above made by me is true to my knowledge.

Deponent
Solemnly affirmed by the said
…….

Before me.
……..
(1st class Judicial Magistrate / Notary Public)

## SECTION - B
## FORM- III
## STRUCTURE AND ORGANISATION

**A.1** Name of Applicant:

**A.2** Office Address:

Telephone No. and Cell Phone No. :

Fax No. : E mail ID:

**A.3** Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :

**Note:** Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

**Signature of applicant including title**

and capacity in which application is made.

**FORM – IV**

**C. DEPLOYMENT OF MACHINERIES (in favour of owner / lessee):-**

(Original document of own possession arranged through lease deed to be annexed)
(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of Machineries.)

| Name of Machine/ Instrument | Make | Type | Capacity | Motor / Engine No. | Machine No. | Possession Status | | Date of release If Engaged |
|---|---|---|---|---|---|---|---|---|
| | | | | | | Idle | Engaged | |
| | | | | | | | | |

For each item of equipment the application should attach copies of
(i) Document showing proof of full payment, (ii) Receipt of Delivery, (iii) Road Challan from Factory to delivery spot, is to be furnished.

**Signature of applicant including title**

and capacity in which application is made.

c)

# Bidhannagar Municipal Corporation

## ITEM RATE TENDER AND CONTRACT FOR WORKS

### CONDITIONS OF CONTRACT

Earnestmoney & Calculated at 2 the estimated amount put to tender al time of submission of tender Security deposit will be 10 inclusive of earnest money

*Clause* 1 – Ever person submitting a tender at the time of such submission deposit eamest mone\ calculated at 2 of the estimated amount put to tender by a bank draft draws on a local public sector rank in favour of Bidhannagar Municipal Corporation. 8 of the tender amount will be deducted from the 1 st running bill as security deposit. Total Security deposit thus need 10 (2 eamest money + 8 security deposit deducted from
1st RA Bill).

Compersation for delay

*Clause* 2 --'- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due deligence (time being deemed to be the essence of the contract, on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Authority (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work shown by the tender for every day that the work remains uncommenced. or unfinished of the tendered amount after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within ....days from the date of order for commencement of 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. In the event of the contractor failing to comply with any of the condition herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the (whose decision in writing shall be final may decide on the said tendered amount of the whole work for every day that the due quantity of work remains incomplete PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent amount 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 Executive Engineer on behalf of the .Bidhannagar Municipal Corporation shall have power to adopt any of the following courses as he may deem best suited the interest of Bidhannagar Municipal Corporation.

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 Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Authority.

b) To employ labour paid by the Departments 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 certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

d) 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 (the amount of which excess the certificate in writing of the Executive Engineer 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 Authority under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

Contractor remains liable to pay compensation, if action not taken under Clause 3.

In the event of any of the above courses being adopted by the Executive Engineer 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 engagement or made any advances on account of, or with a view to the execution of the work 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 theretofore actually performed under this contract, unless and until the Assistant Engineer/Executive Engineer Office will have certified in writing the performance of such and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

*Clause* 4 - In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 hereof, shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by ;,IIY 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 uneffected. In the event of the Executive Engineer putting in force either of powers (a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plants. materials and stores in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer may remove whose Certificate thereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorised 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 Executive Engineer may remove them at the contractor's expense or sell them by auctions or private sale on account of the contractor and at his risk in all respects, and the certificate of the

Executive Engineer 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 unavoidable hindred in its execution, the contractor shall give an immediate report of such hindrance to the Executive Engineer 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 Executive Engineer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Executive Officer shall, if in his opinion (which shall be final) reasonable grounds be shown therefor authorise such extension of time, if any, as may, in his opinion, be necessary or proper.

Extension of time.

*Clause* 6 - On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer! Assistant Engineer (hereinafter called the Engineer-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 of the dirt from all wood-work, doors, windows, wall, 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 b\ 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 disp.ose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay amount of all expenses incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Final Certificate.

*Clause* 7 - No payments 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 therefor be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge. whose certificate, of such approval and passing of the sum so payable shall be final and conclusive a ranks 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 completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any pari thereof in any respect, or the accounting of any claim, not shall it conclude, determine or affect in any way the power of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charges certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payment on intermediate certificate to be regarded as advances.

*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 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 docs not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute a sub-ordinate to measure up the said work in the presence of the contractor, whose counter signature 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.

Bills to be on printed forms,

*Clause* 9 - The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge 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 these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Payments of contractor's bills to Banks.

*Clause 9A* -(1) Payments due to the contractor may, if so desired by him. be made to his Bank instead of direct to him. Provided that the contract furnishes to the Engineer-in-charge.

(i) an authorisation 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 account made out as being due him by Authority or his signature on the bill or other claim ''' preferred against Authority before settlement by the Engineer in-charge 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 receipte 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 acquittance so far as Bidhannagar Municipal Corporation is concerned. As part of the arrangement, fmancing Bank should give Municipal Corporation a letter to this effect.

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

Stores supplied Bidhannagar Municipal-ity

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

*Clause 10* - If the specification or estimate of the work provides for the use of an; 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 the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials ane 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 said 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 preceeds of sale thereof; if the same is held in Bidhannagar Municipal Corporation securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Bidhannagar Municipal Corporation, 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 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.

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

*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 he specifications. The contractor shall-also conform exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in 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.

*Clause* 12 - The Engineer-in-Charge shall have power to make any alterations in, omrmssions from, additions to or substitutions for, the original specifications, drawings design and instructions that may appear to him to be necessary or advisible during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alternations omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specific as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates if any may be specified in the tender for the main work. The time for the completion of the work shail be extended in the proportion that the altered, additional or substituted work bear to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such' proportion. And if the altered additional or substituted work includes any class of work; for which no rate is specified in this contract then such class of work shall be carried out of the rates entered in the schedule of rates 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 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 work out from (a) the basis rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In case when such rates are determined on analysis by the Engineer-in-Charge under (a) above, the stipulated percentage above or below schedule 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 of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for an altered, additional or substituted work under this clause, the decision of Board of Councilors shall be final and binding.

Alterations in specifications and designs.

Do not invalidated contracts.

Extension of time in consequence of alternation.

Rates for works no in estimated schedule.

*Clause 12A* - In the case of any altered, additional substituted work, which the contractor is required, under the preceding clause 12, to do at the rates specified in the tender for the main work or on the basis of the rates in the schedule of rates of the district and which involves the employment of additional materials (notwithstanding anything to the contrary in the preceding clause) the contractor may within seven days from the receipt of the order claim revision of the rates in respect 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 the decision of the Superintending Engineer of the Circle shall be final and binding and this contract shall be constituted as if the said revised rates for the said additional materials· had been incorporated in this contract as being applicable to such work.

*Clause* 13 - It at any time after the commencement of the work of 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 have any claim for compensation by reason of any alternations having been made in the original specification drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

No compensation for alternation in, or restriction of work to be carried out.

*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 unskilful workmanship, or with materials ofany 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 constructed for, or otherwise not in accordance with he contract the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for. forthwith rectify, or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials of articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failling to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, than the contractor shall be

Action and compensation payable in case of bad work.

e)



Works to be open to inspection.

liable to pay compensation at the rate of one per cent, on the amount of the estimate for every day not exceeding ten days, while, his failure to do so shall continue and in 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 may be at the risk and expense in all respect of the contractor.

*Clause* 15 - All work under or in course of execution or executed in persuance 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 order and instructions, or have a responsible agent duly accredited in writing present for that purpose Orders given to the contractors agent shall be considered to have the same force as if they had been given to the contractor himself. '''

Contractor or responsible agent to be present.

*Clause* 16 - The contractor shall give not less than five day's notice in written 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 work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been or 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.

Contractor liable for damage done and imperfection for 3 months after certificate.

*Clause* 17 - 1. If the contractor or his workmen or servants shall break, deface injure or destroy any part of a buildings, in which they may be working or any building, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone post or wire, trees, grass or grassland or cultivated ground contiguous to the premises on which work or any part of it is being executed or if any damage shall happen to the work which in progress, from any cause whatever or any imprefection become apparent in it within three months (six months in the case of road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid the contractor shall made the same good at his own expense, or in defaults, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter become due to contractor, or from his security deposit or the proceeds of the sale thereof a sufficient portion thereof.

2. "The security deposit of the contractor made in the manner provided in clause 1 thereof, shall be refundable on the expiry of 3 months (6 months in the case of a road work) after the issue of the certificates, 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 may be refunded after 3 months of the issue of the said certificate of completion. Provided further that in the case of any work (whether road, building, bridge, electrical, sanitary and plumbing etc.) whether the Engineer-in-Charge is satisfied that the contractor after completion of the major portion of the contract in unable to execute remaining part of the work, for reasons beyond his control, the Executive Engineer in his discretion may make a proportion refund of the security deposit to the contractor."

Contractor to supply plant, ladders, scaffolding etc.

3. 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 the 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, cardage. tackle Scaffolding and temporary works requisite proper for the proper execution of the work, whether original altered or substituted, and whether included specification or other documents forming part of the contract or referred to in these conditions or not. or which may be necessary for the purpose of satisfying or complying with the requirements of the

Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require 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 a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect' the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost 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.

And is liable for damages arising from non-provision oflight, fencing etc. . '

*Clause 18(A)*- 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 Authority to the contractor of use in the execution of the works under this contract and shall be liable for any loss of and damager caused to the said rollers machinery tools and implements by and reason whatsoever during the period the same are in the possession of the contractor and shall on demand pay to the Authority such amount as may be fixed by the Authority for 'such loss and damages, the decision of the Authority in that respect being final. Should the contractor fail or neglect to pay such amount on demand the Authority shall have the right and be entitled, in addition to the other rights and remedies available to it, 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 contractor.

*Clause -18(B)*- In every case in which by virtue of the provisions of Section 12. Sub-section (1) of the Workmen's Compensation Act, 1923, Authority is obliged to pay compensation to a workmen employed by the contractor, in execution of the works. Authority will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Bidhannagar Municipal Corporation under Section 12, Sub-section (2)
of the said Act. Authority 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.

Authority shall not be bound to contest any claim made against it under Section 12, Sub section (1) *bf* the said Act, expect on the written request of the contractor and upon his given to Bidhannagar Municipal Corporation full security for all costs for which Authority might become liable in consequence of contesting such claim.

Labour

*Clause* 19- No female labour shall be employed Within the limits of a cantonment.

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

*Clause 19B*- The contractor should pay his labourers wages not less in amount than what is considered reasonable for the locality by the superintending Engineer.

Work on Sundays

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

Work not to be sublet.

*Clause* 21 - The contract shall not be assigned or sublet without specific orders from Bidhannagar Municipal Corporation in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence
any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Authority in any way relating to his office or employment, or if any such office or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may thereupon by notice in writing rescinded the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely in the disposal of Authority and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid ' for any work thereto for actually performed under the contract.

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

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

*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 Bidhannagar Municipal Corporation without reference to the actual loss or damage sustained and whether to not
any damage shall have sustained.

Changes in constitution of firm.

*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 for his information.

Works to be under direction of Superintending Engineer.

*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 Executive Engineer 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.

Lump sums in estimates.

Clause 25 - When the estimate on which the tender is made includes lump sums respect of parts of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as the 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.

Action whrere no specification.

*Clause* 26 - 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 instructions and requirements of the Engineer-in-charge.

Definition of works.

*Clause* 27 - the expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction be constructed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or penn anent and whether original, altered substituted or additional.

*Clause* 28- The contractor (s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangement 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 labour camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection there with and incidental thereto.

*Clause* 29 - contractor has to submit completion report along with the completion drawing form of cost in triplicate after which final will be dealt with.

*Schedule showing (approximately) materials to be supplied by the works and Buildings department under clause 10 and* 26 *for work contracted to be executed and the rates at which they are to be charged f01:*

| Particulars | Rates at which the materials will be charged to the contractor | | | Place of delivery |
|---|---|---|---|---|
| | Unit | Rs. | p . | |
| | | | | |

Note r-The person or firm-submitting the tender should see that the rates in the above schedule are filed up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

**Signature of contractor**

**Signature of Executive Engineer**
**Bidhannagar Municipal Corporation**

## ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the Subdivisional Officer, the value of the cement returned to the Department will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of the Executive Engineer or the sub Assistant Engineer (if nominated for the purpose by the Executive Engineer) he may be held -guilty of theft. In this connection the provision of clause 10 may be referred to, where if is clearly stated that all materials issued to the contractors shall remain the property of Government.

2. The contractor shall have to make his own arrangements for water, both for the work and use by his cooly. etc., for steam road rollers and for all tools and plant, etc., required on the work.

3. Contractors will be responsible for the payment of all water charges payable to the Corporation of Calcutta or any other water works authority including a Government department concerned.

4. If the contractor shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Divisional Officer to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.

5. The contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.

6. Contractors in the course of their work should understand that all materials (e. g., store and other materials) obtained in the work of dismantling, excavation, etc., will be considered Government property and will be disposed of to the best advantage of Government. ,.

7. Owing to difficulty in obtaining certain materials in the open market Authority have undertaken to supply materials specified in the schedule on page .....of the Tender form at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Government on account of delay in supplying materials.

8. The minimum period for which a road roller is required to be used by a contractor shall be determined by the Executive Engineer on the basis of the quantity of metal that can be consolidated by a roller day and the Executive Engineer's decision shall be final. If the roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water, etc. additional hire charges shall be levied at the rates specified below under "A Hire Charges" for additional period the roller works.

9. No compensation for any damage done by ram or traffic during the execution of the work will be made.

10. Whenever a work is carried out in a municipal area, electric lights or electric danger signals wherever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for electric connection will be made by this Bidhannagar Municipal Corporation but the contractor will bear all expense.

11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.

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12. The contractor should give complete specification showing the method of execution and the quantity and quality of material they intend to use per hundred sq.ft. area.

13. In case where water is used by the contractor he will be required to deposit in advance with the Executive Engineer the charges for the water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.

14. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any under clause 12 of the contract, if such additional work shall consist of item which have already been quoted for, or, items not quoted for but appearing in Districts Schedule.

15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, municipal authority shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.

*Inconvenience of the public*

16. The contractor(s) shall not deposit material on any side which will seriously inconvenience the public. The Engineer-in-charge may require the contractor(s) to remove any materials, which are considered by him to be a danger or ıı convenience to the public or cause them to be removed at the contractor's cost.

17. The contractor under takes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish, etc., will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.

18. The contractor shall not allow any rubbish and debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site or premises cleared of debris, etc., and recover the cost from the bill of the contractor, if the latter shows slackness in observing this clause.

19. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVERNMENT

Road rollers, if available, shall be supplied by the Government on hire upon payment of the charges at the rates and on the conditions specified below. The . contractor should requisition road rollers at least six week before the date on which these are required mentioning the dates on which delivery is desired. In case rollers cannot be made available to the contractor on that date requisite extension of time shall be granted to the contractor for completion of the work but no compensation for loss of labour or any other shall be entertained.

*A-llire Charges*

(1) Road-rollers, petrol, diesel or steam-8 tons or over .....Rs. *1501*- per day

(2) Road rollers petrol, diesel or steam-6 tons or less .....Rs. 120/- per day

The pay of drivers, firemen or khalasi and chowkidar will have to be paid for extra at the following rates

| | | |
|---|---|---|
| (3) Petrol or diesel roller, | per roller- | |
| (i) One driver | @ Rs. 20/- | Per day |
| (ii) One Khalasi | @ Rs. 17/- | Per day |

*B-Conditions*

1. (a) The road rollers will be made over and taken back at site of work. The charges for same shall be recovered at the prescribed rates (both the hire charges and the wages of drivers, fireman or khalasi and chowkidar) the date the road roller is made over till the date of its return even through the roller may not have been working for any cause except when it gets out of order (due to no fault of contractor) and requires major repairs. But such exemption shall only be allowed on specific orders of the Executive Engineer indicating the period for which exemption for payment of the above charges is allowed and the reason thereof. In all other cases of stoppage of a roller, the contractor shall be liable to pay for both the hire charges and wages for drivers, fireman or khalasi and chowkidars.

(b) The rollers and other equipments shall be fully utili sed for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working condition. The maximum time limit including extra allowance in terms of working days for each type of rolling shall be as shown in the Statements I and II enclosed. Any excess time involved beyond this scheduled period shall be charged at double the normal rate of hire charge for each working day in excess. For these purpose part of a day shall be counted as a full day. No exemption shall be allowed unless the contractor applied for it and can prove to the satisfaction of the Engineer-in-charge that the excess time involved was not due to any fault of the contractor.

2. Rollers issued to contractors must remain in charge of the Departmental drivers throughout the period the same are used by the contractor and are not returned back by the contractor.

3. Rollers issued to contractor are to work for 6 days in the work with stoppage of work on the seventh day for general cleaning and petty repairs. Contractor will pay for hire charge as well as for the wages of driver, fireman or khalasi and chowkidar for the whole week. The cost of obtaining water for washing the rollers shall be borne by the contractor.

4. The hire charge are exclusive of cost of grease and lubricating oil, which will be supplied free by the Department.

5. Fuel, petrol and chopped fire-wood for the working of road rollers match and kerosine oil require for lighting up will be supplied by the hirer at his expense. Steam coal for steam road rollers and diesel oil for diesel road rollers will be supplied by the Department at the rate scheduled at page 11 of the agreement and cost debited to the contractor's account accordingly.

SPECIFICATIONS GOVERNING ISSUE OF ROAD ROLLERS

The number of working days to be allowed for finishing each individual item of work is shown below with extra allowances.

(Extra allowances are to be considered by the Executive Engineer only on special circumstances depending· on the particular nature of work and his decision will be final)

## STATEMENT - I

(a) for steam road roller or diesel road roller -8-10 tonnes or over

*NB.- Each working day means each roller day i.e.* 8 *hours working in a day with one roller.*

| SI. No. | Item of works | Time to be allowed for completion No. of working days | Remarks |
|---|---|---|---|
| l. | Rolling subgrade | 1 6,000 sft. per day (of finished road surface) | Extra allowance may be 1 day for each completed mile. |
| 2. | Rolling sub grade with single brick flat soling | 12,000 sft. per day (Do) | (Do) |
| 3. | Do - with double brick flat soling | 10,000 sft. per day (Do) | (Do) |
| 4. | Do - with a single brick-on-edge over a brick flat soling | 8,000 sft. per day (Do) | (Do) |
| 5. | Rolling Jhama metal | 1,000 eft, per day (of new metal) | Extra allowance may be 2 days for each completed mile |
| 6. | Rolling Stone metal- | | |
| | a) Rajmahal or Pakur of similar trap metal | 500 eft. per day (Do) | (Do) |
| | b) Other kind of stone metal | 600 eft. per day | (Do) |
| 7. | Rolling dry chips or buzree in painting works (size 3/4" or 112") in new works ... | 6,000 eft, per day (of finished road surface) | Extra allowance may be 1 day for each completed mile |
| 8. | Do over painted road surface | 8,000 eft. per day (Do) | (Do) |
| 9. | Roiling premixed chips or buzree (3/4" size) with paint- | | |
| | a) Initial cost | 4,000 sft. per day (Do) | (Do) |
| | b) Other painted surface | 5,000 sft. per day (Do) | (Do) |
| 10. | Rolling Carpet - | | |
| | a) Inch thick | 4,000 sft. per day (Do) | (Do) |

## Statement-II

(b) For steam road roller or diesel road roller-6 tons or less.

Time to be allowed in respect of each item of work is the same as per Statement 1 in case of roller of 8 tons or above plus 25 per cent extra.

Extra allowances may be the same as per Statement in case of roller of 8 tons or above.

## TAR AND BITUlVIEN

1. The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.

f)



2. The contractor shall collect the total quantity of tar or bitumen required *fot* the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-charge against money advanced by Government. If any bitumen or tar remain unused on completion of the work on Account of lesser use of materials in actual execution for reasons other than authorised changes of specification and adandoment of portion of work a corresponding deduction equivalent to the cost of unused material as determined by the Engineer-in-charge shall be made and the material returned to the contractors. Although the materials are hypothecated to Government Contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from the site of work without the consent of the Engineer-in-charge in writing.

## ADDITIONAL CLAUSE

1. **In** cases where the responsibility of despatch of stores rests with the suppliers but the freight is payable by the purchaser, the supplier should despatch the stores by the most economical method, using the full wagon load whenever it is possible and economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should not get in touch with the Purchase Officer Concerned and in cases of despatch of stores which are the property of the Defence Department at the time of despatch, the supplier may obtain the advice of the "Movement Control Section". Station Staff Officers or the Controller Suppliers of the stations concerned.

2. The contractor will have to make his own arrangements for the carnage materials.

Signature Not Verified
Digitally signed by ATANU HALDER
Date: 2026.08.01 15:47:19 IST
Location: West Bengal-WB