

Onda Panchayat Samiti Karyalaya Onda, Bankura

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Memo No. 966/ONDA

Dated: 05/10/2021

NOTICE INVITING e-TENDER

NIT No. 02/EO/2021-22

The Executive Officer, Onda Panchayat Samiti, Bankura invites percentage rate e-tender for the work detailed in the table below:

Sl. No	Name & Location of Work	Fund	Amount put to Tender (Rs.)	Earnest Money (Rs.)	Cost of Tender Documents (Rs.)	Time of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Repairing and New Construction of Cycle shed at Chottokurpa High School of Sadar South Circle, Ratanpur, Bankura.	School Education Fund	2656067.00	53200.00	4000.00	180 days

- In the event of e-filling intending bidders may download the tender document from the website directly by the help of Digital Signature Certificate (DSC).
- A) In online submission only submit scan copy of the DD for EMD. The agencies who are exempted to deposit EMD as per existing order of Finance Department, Govt. Of West Bengal may submit an application claiming exemption of EMD and same need to be uploaded in folder 'DRAFT'. After opening of Financial Bid, LOWEST bidder of each scheme may be asked to produce original credential for verification with scanned copies of documents so uploaded and will have to deposit original Draft for EMD (If not exempted), both of which must be tallied with scan copy of credentials and draft already uploaded, failing which his/her tender shall be liable to be rejected and L₂ bidder shall be considered subject to verification of original Draft/Pay Order & other documents. Demand Draft issued before the date of issuance of NIT will not be accepted. Single Demand Draft should not be utilised for multiple nos. of scheme of the same NIT or of different NITs.**
- The intending bidder must read the terms and conditions of the NIT carefully. He should particularly go through the eligibility criteria required and satisfy himself of the requirements for eligibility. He should only submit his bid if he agrees with all the terms and condition laid down in the NIT and considers himself eligible and he is in possession of all the documents required. All information posted on the website consisting of NIT and related documents, Form 2911(ii), BOQ, Corrigendum etc and Drawings if any, shall form part of the tender document
- ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDER:**
 - Bonafied Contractors, Registered Engineers Co-operative Societies or similar societies registered with the State Government and contractors of Central Government / MES / Railways for execution of civil works are eligible to participate, depending on the criteria as detailed below. **Consortium and joint ventures are not allowed to take part in the Tender**
 - The bidders must have satisfactory completion report as a Prime Agency during the last 5 years from the date of issue of this notice *at least one work of similar nature* under the authority of State / Central Govt., State / Central Govt. Undertaking, Statutory Bodies constituted under the statute of the Central/State Govt. and having a magnitude of **40(Forty) %** of the amount put to tender. The Credential Certificate / completion certificate, with copy of work order should be submitted by the agency for authenticating his executed work (Statutory Documents) and all uploading documents scanning from original copy otherwise bidder may be rejected.

- (c) Last 3 Finance year Income Tax return, up to date P. Tax deposit challan, PAN card, GST Certificate with Up-to-date GST return (Quaterly / monthly) has to be accompanied with the Technical Bid document. (Non-statutory Documents).
- (d) If Poor performance of previous work of this Panchayat Samity, after decision of tender commity / AKOPSS bidder's may be rejected.

5.1 General process of submission

Tenders are to be submitted online through the website stated above. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender Notice. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents, and upload the scanned documents from original copy in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items / percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded should be virus scanned and digitally signed using the Digital Signature Certificate (DSC). **Tenderers should specially take note of all the addendum / corrigendum related to the tender and upload the original copy of all documents as part of the tender.**

5.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or declarations in the following standardised formats in two covers (folders).

A. Technical Cover containing,

i) **Application for Tender** (Vide Form I)

ii) **Notice Inviting Tender (NIT)**

(Scanned copy of Power of Attorney by the competent authority is to be submitted, if the power is delegated for signing the bid to persons other than the applicant.)

iii) **Credential Certificate**

iv) **Declaration of not having common interest in the same serial** (Vide Form II)

v) **Earnest Money Deposit (EMD) & Cost of Tender Paper**

Scanned copy of challan is to be uploaded in to bereceived folder.

Scanned copy of **Demand Draft (DD)** amounting as prescribed in the Column 5 in the list of works of the NIT, separately against each serial of work, in favour of the **Head Master, Chhotokurpa High School** mentioned and Scanned copy of **Demand Draft (DD)** amounting as prescribed in the Column 6 in the list of works of the NIT, separately against each serial of work, in favour of the **Executive Officer Onda Panchayat Samiti** mentioned.

(Scanned copy of Power of Attorney by the competent authority is to be submitted, if the power is delegated for signing the bid to persons other than the applicant.)

vi) **Credential Certificate**

vii) **Declaration of not having common interest in the same serial** (Vide Form- II)

Note: Tenders will be summarily rejected if any item in the Statutory Cover is missing.

B. My Document

i) **Certificates**

1. Professional Tax (PT) submission Challan and PAN Card details. Application for such addressed to the competent authority may also be considered.
2. GST Certificate with Up-to-date GST return (Quaterly / monthly)
3. Last 3 financial year Income Tax return.

ii) **Company Details**

1. Registered Deed for Partnership Firm from Registrar of Assurances having office at Todi Mansion, Kolkata. Mere application for registration will not be considered. However, in cases where the applicant is yet to receive registration certificate from Todi Mansion, the applicant is to submit an affidavit in Non-Judicial Stamp Paper along with the application pledging that “the registration certificate of the Partnership Firm would be submitted to the Tender Inviting Authority before making agreement with the Tender Accepting Authority in case he is found lowest.” In case of inordinate delay in submitting the document, his bid is liable to be rejected and his EMD deposited will stand forfeited to Government. Any change in the constituents of the Partnership Firm should also be registered from the Office at Todi Mansion, Kolkata, prior to the date of application of tender otherwise his application will be rejected.

Note: An affidavit regarding authorized user of DSC for Partnership Firm and a declaration regarding such authorization for Limited Companies is to be submitted.

2. Trade Licence for Proprietorship Firms from competent authority.(last 3 years)
3. Memorandum of Articles for Limited Companies.
4. Society Registration and Bye-Laws for Cooperative Societies.

5.3 **Financial Proposal:**

The financial proposal should contain the following document in one Folder.

i) **Bill of Quantities (BOQ):**

The contractor have to quote the rate (percentage above or below) online through computer in the space marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor).

6. **SUBMISSION OF ORIGINAL COPIES OF DOCUMENTS AND EARNEST MONEY DEPOSIT:**

i) **Mode of Payment**

Cost towards EMD must be submitted in the form of Demand Draft of any scheduled Bank of India having Branches within Bankura District. Payment in any other form, e.g. NSC, KVP, etc. will not be accepted.

ii) **Place of submission**

The original copies of the DD **of the lowest bidder only**, towards Earnest Money Deposit (EMD) should be submitted in a sealed envelope at the following office of **Head Master, Chhotokurpa High School**

iii) **Time of submission**

As stated in scheduled of e-Tendering.

7.1 **Penalty for suppression / distortion of facts:**

If the lowest tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited Balance Sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Tender Committee upon suggesting suitable punitive measures will bring the matter to the notice of the AKOPSS of ,Onda Panchayat Samiti and the tenderer may be Black Listed and/or suspended from participating in the tenders on e-Tender platform of Onda Panchayat Samiti as per approval of the AKOPSS of ,Onda Panchayat Samiti for a maximum period of 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited. The concerned Officer will issue the necessary orders under intimation to the other Departments and also e-Tendering Cell. Copy of such Order should also invariably be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

7.2 Statutory Deduction:

Income Tax @ 1 / 2 % (as applicable), Labour Welfare Cess @ 1% shall be deducted from the gross amount of bill and **GST will be applicable as per provisions laid down accordingly**. (Rate may be changed as per direction of competent authority)

In addition to above, before payment the following documents are required to be produced.

ii) Xerox copy of D.C.R (with R.A. Bill/Final Bill) as a documentary evidence for payment of Royalty and Cess on Minor Minerals or original challan(s) / Carrying Order(s) mentioning name of Agency, NIT No. and date of receiving from Govt. Approved Lessee / Permit holder. If the contractor fails to provide any of the above documents ,royalty will be deducted at source.

7.3 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the undersigned, concerned with the work between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

7.4 Conditional and incomplete tender

Conditional and incomplete tenders are liable to rejection.

7.5 Compensation for delay of work @ 2% (Two percent) of the tendered value of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of security deposit already withheld of due to be withheld during imposition of the said clause and minimum payable compensation equivalent to the Earnest Money deposited (EMD).

7.6 The tenderer whose tender has been accepted and executed the agreement the earnest money deposited by him will automatically be converted into security deposit. An amount of 1 % of the value of work executed will be deducted from the each progressive bill. This amount along with 2 % EMD money deposited earlier will be constituted the security deposit. Such security deposit will be refunded after completion of defect liability period i.e one year after satisfactory completion of work. In case of failure to complete work within the stipulated time of the security deposit will be forfeited without assigning any reason therefore.

8. OPENING AND EVALUATION OF TENDER:

8.1 Opening of Technical Proposal

i. Technical proposals will be opened by the Tender Inviting Authority or his authorised representative electronically from the website stated above, using their Digital Signature Certificate.

ii. Technical proposals for those tenders whose scan copies of DD /application for exemption of EMD have been submitted will be opened on the basis of information so uploaded.

iii. Intending tenderers may remain present if they so desire.

iv. Cover (Folder) for Statutory Documents (vide Clause 5.2.A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 5.2.B) will be opened. If there is any deficiency in either the Statutory and non statutory Documents, the tender will be rejected.

8.2 Uploading of summary list of technically qualified tenderers (1st round)

- i. Pursuant to scrutiny and decision of the Executive Officer, on behalf of Onda Panchayat Samiti the summary list of eligible tenderers for a particular serial of work whose Financial Proposals will be considered will be uploaded in the web portals.
- ii. While evaluation, the Executive Officer, on behalf of Onda Panchayat Samiti may summon the tenderers and seek clarification, information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

8.3 After uploading of the summary list of technically qualified tenderers in the 1st round, if any bidder or tenderer is not satisfied with that evaluation made in respect of the statutory/non-statutory documents submitted, the concerned bidder or tenderer may make appeal within stipulated time to the Executive Officer of Onda Panchayat Samiti with a request to reconsider the decision and if the Executive Officer is satisfied by re verifying the submitted documents with the original hard copies, the Executive Officer on behalf of Onda Panchayat Samiti will make final publication of the summary list of technically qualified tenderers (2nd round) with or without any alteration made to the list published in the 1st round.

8.4 Opening and evaluation of Financial Proposal

i. Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.

ii. The encrypted copies will be decrypted and the rates will be read out to the contractors if any remaining present at that time.

iii. As **per memorandum vide memo no. 910/PM/P/1B-192 dated 30.05.2017, of the Paschimanchal Unnayan Affairs Department, Government of West Bengal, the Additional Performance Security shall be obtained from the successful bidder, if the accepted bid value is less than 80% of the estimated amount put to tender, from a successful bidder having own prime machineries required for particular type of work. If a successful bidder does not have ownership of any of the prime machineries required for the particular type of work, the Additional Performance Security shall be obtained from successful bidder if the accepted bid value is less than 90% of the estimated amount put to tender.**

The Additional Performance Security shall be equal to 10% of the amount put to tender.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled Bank as per enclosed format (Annexure-I) before issuance of Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his earnest money will be forfeited.

The said Bank Guarantee shall be valid up to the end of Contract period and shall be renewed accordingly, if required. The said bank Guarantee shall be returned immediately after successful completion of the Contract.

If the bidder fails to complete work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the Contract period after serving proper notice to the Contractor.

Necessary provision regarding deduction of security deposit from progressive bills of the contractor as per relevant clauses of the contract will in no way be affected/altered by this Additional Performance Security.

This serial no. 8.4.iii will only be applicable for PUP Schemes.

iv. After opening of the financial proposal the preliminary summary result containing inter- alia, name of contractors and the rates quoted by them will be uploaded.

v. If the Tender Accepting Authority is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he may after having the comparative statement test checked instruct the Tender Inviting Authority to upload the final summary result containing the name of contractors and the rates quoted by them against each work after acceptance of the rate.

vi. However, if there is any scope for lowering down of rates in the opinion of the Executive Officer, on behalf of Onda Panchayat Samiti all the tenderers will be notified through the website to attend sealed bids to be followed by open bids to

be held at the office of the Tender Accepting Authority in his presence at prescribed date and time, which will be done offline, i.e. as manually, as per present procedure.

vii. After holding such bids, final result after acceptance of the rate by the Tender Accepting Authority would have to be uploaded in the web portal.

viii. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

8.5 Procedures to be followed when one/two technically qualified tenderers participated in any tender

“a. Financial bid of technically qualified single / two tenderers may not be opened immediately.

b. 2nd call may be invited immediately after technical evaluation and uploading the list of the technically qualified bidder(s) of the 1st call, after reviewing the credential criteria and relaxing such criteria if required, to the extent deemed necessary by the Tender Inviting Authority and also advertisement in the widely circulated newspapers.

c. In case of recall the bidders of the 1st call need to participate afresh. Under no circumstances rates offered in the previous calls will be considered or accepted.

9. BID VALIDITY:

The Bid will be valid for 180 days from the date of opening of the financial bid.

10. ACCEPTANCE OF TENDER:

Lowest valid rate should normally be accepted. However, Onda Panchayat Samiti does not bind itself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

11. Execution of Formal agreement after acceptance of tender

The tenderers, whose tender is approved for acceptance, shall within 7 days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority

12. RETURN OF EARNEST MONEY OF THE UNSUCCESSFUL TENDERER(S):

As only original copy of Draft/EMD is required to be collected from L1 bidder after opening of Financial Bid, no need to release Draft/Pay Order of EMD lying at the disposal of other bidders.

13. TERMS OF PAYMENT: It will be the discretion of the Executive Officer, Onda Panchayat Samiti regarding deciding the frequency and other terms of making payment. However the Executive Officer may make payment in the following way. He may take any other recourse if he feels necessary.

Claim for RA bill depends on satisfaction and consideration of the authority.

14. WITHDRAWAL OF TENDER:

If any tenderer found lowest after opening of the financial bids withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for such withdrawal, he shall be disqualified from participating in any tender process of Onda Panchayat Samiti for a minimum period of one year and /or Black Listed . All cases in which Onda Panchayat Samiti has reason to doubt the bonafied reason of such withdrawal should be reported to the ASUOPSS of Onda Panchayat Samiti in all details. The Executive Officer on behalf of Onda Panchayat Samiti will issue such disqualification orders under intimation to the e-Tendering Cell. Copy of such Order should invariably be communicated in the e tender portal of Govt. of West Bengal .

15. SCHEDULE OF DATES FOR e-TENDERING:

SL. No.	ACTIVITY	DATE & TIME
1.	Publishing Date	07.10.2021 after 6:30 PM
2.	Document Download start date	07.10.2021 on & after 6:30 PM
3.	Document Download end date	25.10.2021 up to 6:30 PM
4.	Bid submission start date	07.10.2021 on & after 6:30 PM
5.	Bid Submission end Date	25.10.2021 up to 6:30 PM
6.	Technical Bid opening date	28.10.2021 at 11:00 AM
7.	Financial Bid opening date	28.10.2021 at 5:00PM

Condition of Contract

Clause 1. -The person / persons whose tender may be accepted (hereinafter called the contractor) shall (A) within ten days of the receipt by him of the notification, of the acceptance of his tender deposit with the Executive Officer ,Onda Panchayat Samiti a Demand Draft sufficient with the amount of the Earnest-money as mentioned in the NIT. and (B) permit the Executive Officer on behalf of Onda Panchayat Samiti at the time of making any payment to him for work done under the contract to deduct such sum (in addition to the earnest-money deposited by him) to be held by Onda Panchayat Samiti by way of security deposit. Provided always that in the event of the contractor depositing a lump sum by way of Earnest Money as contemplated at (A) above, then and in such case,the total amount of Earnest money deposited and security deducted at the time of making any payment shall not exceed ten percent of the total estimated cost of the work. It shall be lawful for the Executive Officer on behalf of Onda Panchayat Samiti 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 Onda Panchayat Samiti under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due or may become due to the contractor by Onda Panchayat Samiti 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 /Cheque/ Demand Draft endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

Clause 2 :The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract, on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Executive Officer on behalf of Onda Panchayat Samiti (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 (as specified in work order) 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 Executive Officer on behalf of Onda Panchayat Samiti (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 terms and condition as laid down in the NIT 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 Officer on behalf of Onda Panchayat Samiti, shall have power to adopt any of the following courses, as he may deem best suited to the interests of Onda Panchayat Samiti

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Officer on behalf of Onda Panchayat Samiti shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Onda Panchayat Samiti.

(b) 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 Compensation for delay Action when whole of security deposit is forfeited 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 Executive Officer on behalf of Onda Panchayat Samiti 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 Onda Panchayat Samiti 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 Executive Officer on behalf of Onda Panchayat Samiti, 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 Executive Officer on behalf of Onda Panchayat Samiti 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 Executive Officer on behalf of Onda Panchayat Samiti by clause 2 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 Executive Officer on behalf Onda Panchayat Samiti putting in force either of the powers (a) or (b) 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 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 Executive Officer on behalf of Onda Panchayat Samiti whose certificate thereof shall be final, otherwise the Executive Officer on behalf of Onda Panchayat Samiti may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Executive Officer on behalf of Onda Panchayat Samiti 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 Executive Officer on behalf of Onda Panchayat Samiti 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 Executive Officer 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 Officer 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, in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

Clause 6 .- On completion of the work, the contractor shall be furnished with a certificate by the Executive Officer 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 Executive Officer 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.

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 there for be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Executive Officer, 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 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 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 Executive Officer 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 certificate (if approved by the Executive Officer) 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 under approval of the Executive Officer for all work executed in the previous month, and the Engineer-in-Charge under approval of the Executive Officer 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 Executive Officer may depute an Sub Assistant Engineer / Nirman Sahayak to measure up the said work in the presence of the contractor or any authorized person on behalf 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 and the same being approved by the Executive Officer shall be binding on the contractor in all respects.

Clause 9 .- 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 Executive Officer on behalf of Onda Panchayat Samiti 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 10.- Executive Officer on behalf of Onda Panchayat Samiti 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 Executive Officer on behalf of Onda Panchayat Samiti 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 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 PWD, Govt. of West Bengal, 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 Executive Officer on behalf of Onda Panchayat Samiti by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current Schedule of rates of PWD, Govt. of West Bengal 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 Executive Officer on behalf of Onda Panchayat Samiti under (a) above, the stipulated percentage above or below Schedule of rates of PWD, Govt. of West Bengal 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 to any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Executive Officer on behalf of Onda Panchayat Samiti shall be final and binding.

Clause 11.1- Even if Onda Panchayat Samiti invites tender for execution of a scheme, it will be the discretion of the Executive Officer on behalf of Onda Panchayat Samiti to give work order to the successful contractor for execution of the work either wholly or partially. Work order may be given to the contractor as per availability of fund. If under unavoidable circumstances like unavailability of fund, natural calamity etc Onda Panchayat Samiti is compelled to extend /enhance the time of completion of the work , the Executive Officer on behalf of Onda Panchayat Samiti will intimate about such time extension/enhancement to the contractor in writing and such decision shall be final and binding on the contractor and will be deemed to be part of the contract period. Due to such extension / enhancement of time, Onda Panchayat Samiti will not be liable to provide any kind of compensation to the contractor for reason what so ever.

Clause 11.2- If at any time after the commencement of work, Onda Panchayat Samiti shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Executive Officer on behalf of Onda Panchayat Samiti 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.

Clause 12 If it shall appear to the Executive Officer on behalf of Onda Panchayat Samiti or the Engineer-in-Charge 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 Executive Officer on behalf of Onda Panchayat Samiti 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 Executive Officer on behalf of Onda Panchayat Samiti in his demand aforesaid, then contractor shall be liable to pay compensation at the rate of one per cent, on the 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 Executive Officer on behalf of Onda Panchayat Samiti 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 respects of the contractor.

Clause 13.- 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 Executive Officer on behalf Onda Panchayat Samiti or the concerned supervising Engineer/Nirman Sahayak 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 Executive Officer on behalf Onda Panchayat Samiti or the concerned supervising Engineer/Nirman Sahayak to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause 14. -The contractor shall give not less than five days' notice in writing to the Executive Officer 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 Executive Officer on behalf Onda Panchayat Samiti of the works and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause 15. -If the contractor or his workman or servants or authorized representative 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 grassland 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 from any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within a period of three years after issuance of a certificate of its completion by the Executive Officer on behalf Onda Panchayat Samiti, the contractor shall make the same good at his own expense, or in default, Executive Officer on behalf Onda Panchayat Samiti may cause the same to be made good by other workmen and deducted the expense (of which the certificate of the Engineer-in- Charge shall be final) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to contractor by the Government or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Executive Officer on behalf Onda Panchayat Samiti (Whose opinion shall be final and conclusive against the contractor) of making such damage or imperfections good shall exceed the amount of such security deposit and /or such sums, it shall be lawful for Onda Panchayat Samiti to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

The security deposit of the contractor shall not be refunded before the expiry of 1 year after the completion of work, provided that the work shall not be deemed to have completed unless the "Final Bill" in respect thereof shall have been passed and certified for payment by the Executive Officer on behalf Onda Panchayat Samiti .

However payment of the bill will be made as per availability of fund only. If in any case there is any kind of delay in making the payment due to unavailability of fund the contractor will not be able to claim any kind of interest/compensation for the delay.

Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/ or any other work contemplated within the scope and ambit of this contract.

The work may be of original or special repair in nature or a combination thereof, or of original or special repair in nature in combination with the work (s) or repair and /or maintenance in nature; Provided that in respect of the work of repair or maintenance in nature or a combination thereof, the words three years wherever appearing in this clause shall be deemed to be one year and in which case the security deposit of the contractor held with Onda Panchayat Samiti under the provision of Clause 1 hereof shall be refundable to the contractor on expiry of one year after the issuance of certificate of completion of work by Executive Officer on behalf Onda Panchayat Samiti .

Clause 16. -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 Executive Officer on behalf Onda Panchayat Samiti), 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 Executive Officer on behalf Onda Panchayat Samiti (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 Executive Officer on behalf Onda Panchayat Samiti 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 defense 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

Clause 17.-In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, Government/ Onda Panchayat Samiti 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 / Onda Panchayat Samiti under Section 12, Subsection (2) of the said Act, Government /Onda Panchayat Samiti 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 Onda Panchayat Samiti to the contractor whether under this contract or otherwise. Onda Panchayat Samiti 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 / Onda Panchayat Samiti full security for all costs for which Government / Onda Panchayat Samiti might become liable in consequence of contesting such claim.

Clause 18.-No Child labour shall be employed on the work.

(a) "The contractor shall pay to labour employed by him either directly or indirectly , 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 directly or indirectly engaged on the work 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, unauthorisedly 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 Executive Officer on behalf of Onda Panchayat Samiti shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment 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/ Onda Panchayat Samiti 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 .

(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 19.- The contract shall not be assigned or sublet without receiving specific permission from the Executive Officer on behalf of Onda Panchayat Samiti in respect of a specified sub-contractor. And if the contractor 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 / office bearer/elected representative or person of Onda Panchayat Samiti 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 Executive Officer on behalf of Onda Panchayat Samiti 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 Onda Panchayat Samiti and the same consequences shall ensue 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.

Clause 20. - 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 / Onda Panchayat Samiti without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 21.- 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.

Clause 22. - All works to be executed under the contract shall be executed under the direction of the supervising engineer/nirman sahayak concerned and subject to the approval in all respects of the Executive Officer on behalf of Onda Panchayat Samiti. The Supervising engineer/Nirman sahayak concerned shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 23. - 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 subject to approval of the Executive Officer on behalf of Onda Panchayat Samiti may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge upon approval of the Executive Officer on behalf of Onda Panchayat Samiti 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 24. - In the case of any class of work for which there is no such specification as is 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 subject to approval of the Executive Officer on behalf of Onda Panchayat Samiti.

Clause 25. - 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 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 26. - 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.

Clause 27. It must be clearly understood by the contractor that no claim on account of enhancement of rates on those already accepted due to any reason as such, specially due to increase in the PWD scheduled of rates, Govt of west Bengal in case of scheduled rates or Market rates in case of non scheduled items will be entertained during the validity of this contract for the work as per schedule attached to the agreement and the additional work, if any, under clause 10 of the contract, if such additional work shall consist of items which have already been quoted for, or, items Not quoted for but appearing in PWD schedule of rates. This clause will also be applicable if at any time Clause 11.1 is applied and will be treated as an integral part of Clause 11.1

INTERPRETATION CLAUSE:-

The word ‘Government’ means the Government of the State of West Bengal as a whole and the Panchayat & Rural Development Department in particular.

Onda Panchayat Samiti means the Office of Onda Panchayat Samiti in general including the Officials and elected members both.

‘The Executive Officer ’ means the Block Development Officer & Ex Officio Executive Officer, of Onda Panchayat Samiti for the time being.

The Supervising Engineer/Engineer in Charge/Nirman Sahayak means the concerned Engineer/Nirman Sahayak who has been entrusted with the work of supervising the scheme/work by the Executive Officer on behalf of Onda Panchayat Samiti.

Words importing the singular number only include the plural number and vice versa.

ADDITIONAL CONDITIONS

1. The contractor shall have to make his own arrangements for water both for the work and use by his coolly, etc. for steam road rollers and for all tools and plant, etc. required on the work.
2. Contractors will be responsible for the payments of all water charges payable to the any water works authority including a Government department concerned.
3. 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 Executive Officer on behalf of Onda Panchayat Samiti. to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.
4. 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.
5. 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 property of Onda Panchayat Samiti and will be disposed of to the advantage of Onda Panchayat Samiti.
6. No Compensation for any damage done by rain or traffic during the execution of the work will be made.
7. The contractor should quote their rate inclusive of cost of materials and carriage to place of working.
8. The contractors should give complete specifications showing the method of execution and the quantity and quality of material they intend to use per hundred sq.ft. area.
9. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, Government /Onda Panchayat Samiti shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.
10. The contractor(s) shall not deposit material of any item which will seriously cause inconvenience to the public. The Executive Officer on behalf of Onda Panchayat Samiti may require the contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.
11. The contractor undertakes 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.
12. The contractor shall not allow any rubbish or 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 Executive Officer on behalf of Onda Panchayat samiti on recommendation of 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.
13. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-Charge.
14. The Panchayat samiti shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike, etc.
15. Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the bidder. Original Challans of those materials, which are procured by the bidder, may be asked to be submitted for verification.
16. Cess @ 1% of the cost of construction works shall be deducted from the Gross Value of the Bill in terms of Finance Department Order No.853-F dated 01.02.2006. Also it is instructed to register his Establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner I Deputy Labour Commissioner of the region concerned
17. VAT/Sales Tax, Cess, Royalty of sand, stone chips, stone metal gravel, boulders, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Local Taxes, if any, are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.

18. The tenderer shall establish field testing laboratory equipped with requisite instrument and technical staffs according to the requirements of works to be executed.

19. A machine page numbered Site Order Book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Executive Officer on behalf of Onda Panchayat Samiti before commencement of the work. Instructions given by inspecting engineers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.

20. The quantities of different items of work mentioned in the tender schedule or in Work Order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in any item approval of the Executive Officer on behalf of Onda Panchayat Samiti is required.

21. The contractor will have to arrange all materials such as stone chips, stone metals etc. and Onda Panchayat Samiti will not be responsible for arranging any wagon priority or any such facilities for such materials. All structural work should be executed by the materials of approved brands of Paschimanchal Unnayan Parshad.

22. The contractors should engage local labours, as may be possible.

23. The contractor must erect temporary pillars, as many as required in suitable places as directed by the engineer in charge at his own cost before starting the work from which the staff of Onda Panchayat Samiti will layout all important levels and fix alignments. All threads, pegs, nails, flags, labour etc. required for setting out the levels and laying out different structures and alignments shall also be supplied by the contractors at their own cost.

24. All works shall be carried out in conformity with the drawing approved by the department. All testing of building materials and cement of any proportion should be done at their own cost and they have to produce the respective reports to the Engineer-In-Charge for approval. Otherwise payment will not be made fully or respective items of work.

25. All rates to be quoted by the contractor shall be inclusive of incidental fees and charges such as royalties of materials, electricity, water and other charges of municipalities or statutory bodies Sale Tax, Income Tax etc. Nothing extra will be paid on such account.

26. The rates of all items, to be quoted by the contractors, shall include cost of all Ordinary, special and stair scaffoldings, up to any height labour for binding, bending of rod and placing the same in positioning curing all centering, shuttering and hiring, carriage of materials to all levels, excepts otherwise mentioned in the items concerned.

27. The rates of all items of works (including earthwork and pilling) in foundation including the cost of pumping or bailing out water, as necessary for which nothing extra will be paid.

28. Whereas it is entirely the responsibility of the contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the contract, the contractor should mandatorily possess the following plants, machine, tools, equipments (certificate of which to be furnished in Form III ,Section B as statutory documents)

The work will have to be completed within the time mentioned in the tender notice. If asked for a suitable work programme is to be submitted by the contractor within 7 (Seven) days from the date of receipt of Work Order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (Seven) days from the date of receipt of Work Order who will receive instruction of the work, sign measurement book, bills and other Government papers, etc.


Executive Officer
Onda Panchayat Samiti

Memo No:- 966/ONDA

Dated: 05/10/2021

Copy forwarded for information & necessary action to

- 1) The District Magistrate, Bankura
- 2) The D.I of school bankura
- 3) The Sub Divisional Officer, Bankura, Sadar
- 4) The District Informatics Officer with a request to upload in the official website of the district.
- 5) The Sabhapati , Onda Panchayat Samiti
- 6) The SAE(all), Onda Development Block with a request to ensure due publication of the NIT by providing advertisement in English and Vernacular daily news papers
- 11) The CC, Onda Panchayat Samiti to ensure delivery of the copy of NIT to all concerned through registered post.
- 12) The Pradhan of Ratanpur GP
- 13) Office Notice Board.
- 14) The Head Master, Chotokurpa High School


Executive Officer
Onda Panchayat Samiti

FORM—I

APPLICATION FOR TENDER

To
The Executive Officer,
Onda Panchayat Samiti
Onda, Bankura.

NIT No.: _____

Serial No. of Work applied for: _____

Amount put to tender: _____

Dear Sir/Madam,

Having examined the Statutory, Non statutory & NIT documents, I/We hereby like to state that I/We wilfully accept all your conditions and offer as laid down in the NIT to execute the works as per Tender No. and Serial No. stated above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this _____ day of _____ 201

Full name of applicant: _____

Signature with Seal: _____

In the capacity of: _____

Duly authorized to sign bids for
and on behalf of (Name of Firm): _____
(In BLOCK CAPITALS or typed)

Office Address: _____

Telephone No.(s) (Office): _____

Mobile No. _____

Fax No. _____

E mail ID _____

FORM - II

Declaration against Common Interest

I/We, Sri/Smt. _____, the authorized signatory on behalf of _____ do hereby affirm that I/We/any of the member of _____ bidding against NIT No. _____ SI.No. _____ do not have any common interest either as a partner on any Partnership Firm as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

Date:

Signature of bidder