

CONDITIONS OF CONTRACT

1. Contract documents consisting of specification and conditions and the schedule of various Classes of works to be done and the condition as laid down in W.B.F. No. 2911 (II) to be complied with by the tendered whose Tender may be accepted can be seen in the office of the Director of Textiles (Sericulture), 45, Ganesh Ch. Avenue (2nd floor), Kolkata - 13 during office hours on all working days between 11-00 a.m. to 4-00 p.m.
2. The contractor should quote their rate by (Overall) percentage above / below (both in words and figures), double rates in any form will be liable for rejection of tender.
3. a) The Tenderers are required to deposit the Earnest money along with the tender to be drawn in favour of ~~Director, Textiles (Sericulture)~~, Govt. of West Bengal, 45, Ganesh Ch. Avenue (2nd floor), Kol-13 in form of Bank Draft to be drawn on any Nationalised Bank. *Commissioner, Textiles and Sericulture
Govt. of West Bengal*
b) The Earnest Money of the successful tender should be converted into Security Deposit.
4. The tenderer whose tender is approved for acceptance should have to submit the tender in duplicate copies in WBF No. 2911 (II) for formal acceptance within 7 (seven) days from the Order.
5. The Acceptance of the tender will rest with the concerned authority who does not bind themselves to accept the lowest tender and reserve the right by authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition are not fulfilled in all respect may summarily be rejected. Tender which are also incomplete in any respect as laid down in the aforesaid clause are liable to summarily rejection.
6. Tenders quoting unworkable and absurd rates will render their tenders being treated as informal and liable to rejection.
7. In case of outshiders, they should satisfy the concerned committee before purchase of the tender form regarding their capability of doing works, labour strength etc.
8. The tenderers should note that as soon as the work order will be issued the site will be made available to them. If, however, the Department fails to give the site in time, the contractor should make his programme of work accordingly so as to avoid loss of idle labour or due to procurement of materials and no claim for the avoidance will be entertained if the site not possible to be handed over. The contractor should make his work programme accordingly and arrange for removal surplus materials from the site at his own cost.
9. Tenderer should also note please that no claim for idle labour or for cost of surplus materials will be entertained, if during progress of work, work is suspended for reasons beyond control of the Directorate and if at the same the remaining portion of work is curtailed and the work is declared terminated. The contractor should make his work programme accordingly and arrange for removal of surplus materials from the site at his own cost.
10. All constructional materials right from cement, bricks, sand, stonechip steel etc. are to be supplied by the tenderer whose rate will be accepted and no materials will be supplied departmentally, materials are to be checked up by the Engineer-in-Charge before use for construction.
11. After acceptance of the tender, work order will be issued each of the works as stated above by the Executive Engineer, Sericulture, West Bengal.
12. If the contractor failed to complete the work in time and specification (as specified in the work order) and if the department suffers any loss for such delay the Earnest Money deposited by the contractor as well as the work order will be forfeited and cancelled.
13. The details of works to be executed for sanitary and plumbing will be given to the contractor whose rates will be accepted and the rates would be on the basis of schedule taken in the original estimate.
14. During executed of work if the additional works are required to be executed by the contractor which were not included in the original estimates are required to be executed on the basis of the schedule of P.W. Department are required to be executed on the basis of the schedule of P.W. Department of respective Circle and the rate will be as per original tendered agreement.
15. The above constructional works are to be completed within the stipulated time as will be fixed in the works order, otherwise clause - 2 of P.W.D. form No. 2911 (II) will be imposed.

SPECIAL TERMS AND CONDITIONS

1. For works costing Rs. 50,000/- and above upto Rs. 2,00,000/- each bonafide outside contractor irrespective of the fact whether he is a degree or diploma holder himself shall engage atleast one diploma holder .
 2. For works costing above Rs. 2 lakhs and upto Rs. 10 lakhs, each bonafide outside contractor shall engage atleast one degree holder and one diploma holder .
 3. The authorised agents representatives as and whene appointed by enlisted class - I and class - II contractor of the Department as well as bonafide outside contractors, as per provision of the contract, for supervision of works on their behalf either be degree holder or diploma holder in Engineering .
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TENDER DOCUMENTS
ITEM RATE TENDER AND CONTRACT FOR WORKS

General rules and directions for the Guidance of contractors,

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

Agreement of Clause - 3 of Additional Caluses on Page - 16 of the West Bengal Standard Contract Form Nos. 2911 (ii)

For all items of contract works requiring un skilled labour, the contractor shall be bound to employ unskilled local labour . The expression "local" shall name the Anchal, the block, the Thana of the District of the State of West Bengal where the work will be executed . In case of Non - avaiability of such unskilled local labour and of order diffcultise experiemced by the contractor in requiring such local labour, the contractor may, with the prior prmission in writing of the Engeener - in - Charge of the work recruit and employ unskilled labour from neighboring areas of the Districts . In case the work is in the holder order area of two District and there is dearth of adequate number of local labour from the District where the work will be executed labour may be recruited by the contractor from continguous areas of the other continguous District . Incase local labour will not be available from other District as maintain and when the exignch or progress or work so demands, the contractor may, with the perior permission in writing of the said Enginer - in - Charge engage labours from the other Districts of the State or West Bengal and in case the same be not available then the contractor may, with the prior permission of the said Enginer - in - Charge, employ imported labour of plhre States .

In case where the contractor fails to secure unskilled local labour or to engage imported labour the contractor shall employ labour locally recruited by Govt. or labour imported by Govt. at the rate to be decision as to the circumstances in which employment of such labour is of mutual advantage to Govt. and the contractor will be final and biding on all parties to the contract .

For all items of contract jobs requiring skilled labour, the contractor shall have to employ 70% (Seventy percent) of skill labour locally . In case the contractor fails to recruit skilled local Govt. in the manner indicated above . For bridge works, higly technical works of framed structural buildings, sanitary and plombing works electrical works etc. involving skilled labour, the contractor may, with the prior permission, imported and employ skilled labour upto 30% (Thirty pcrcent) of the total requirment . In this case the expression imported labour shall mean labour imported primarilly from the other States and secodarilly from the distend Districts of the State West Bengal .

ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the Sub - Divisional Officer, the value of the cement returned to the Deptt. will be credited to the Contractor . If any Contractor is found to have use the surplus cement for his own purpose or otherwise disposed of it without the written consent of the Executive Engineer or the Subdivisional Officer (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 it is clearly stated that all materials issued to the contractors shall remain the property of Govt.
2. The contractors shall have to make his own arrangements for water both for the work and use by his, cooley, etc. For stam road rollers and for all tooles and plants etc. required on the work .
3. Contractors will be responsible for the payments of all water charges payable to the corporation of kolkata or any other water works authority including a Govt. Deptt. concerned .
4. If the contractor shall desire and 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. Contralors 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 Govt. property and will be disposed of to the best advantage of Government .
7. Owing to difficult in obtaining certain materials in the open market due to war the Govt. have undertaken to supply materials specified in the schedule page I of the tender form at rates stated therein . There may be delay in obtaining the materials by the deptt. and the contractor is there fore, required to keep himself in touch with the day to day position regarding the supply the materials from the Engineer - in - Charge and to so adjust the progress of the work that is 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 Govt. 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 per 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 sortage of water, etc. additional hire charges shall be levied at the rates specified below under "A" "hire charges" for the additional period the roller works .
9. No compensation for any damage done by rain or traffic during the execution of the work will be made .
10. Whenever 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 the electric connection will be made by this Deptt. but the contractor will bear all the expenses .
11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working .

12. The contractors should give complete specifications showing the methode of excution and the quantity and quality of materials they intend date use per hundred Sq. Metre area .
13. Incase where water is used by the contractor he will be required the deposite in advance with the Executive Engineer the charges for 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 alrady accepted, due to war fluctuatiuous will be entertained during the currency of this contract for the works as per schedule attached to the agreements and the additional work shall consist of items which have already been quoted for, or items not quoted for butappearing in District Schedule .
15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, Govt. 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 site which will seriously inconvience the public . The Engineer - in - Charge may require the contractor(s) to remove any materials, which are considered by him to be removed at the contractor's cost .
17. The contractor undertake to have the site clean, free from rubbis to the satisfaction of the Engineer - in - Charge . All surplus materials, rubbis, 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 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 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 letter shows slackness in observing this clause .
19. Materials brought at site not be stacked at random . The contractor shall stack all these materi- als as directed by the Engineer - in - Charge .

TENDER OF WORKS

I / We here by tender for the execution for the Governor of the work specified in the under writted Memorandum within the time specified in such Memorandum at the rates specified therein, and in accordance with all respect with the specifications, designs, drawings, and instructions in writing referred to in Rule thereof and in Clause - II of the Annexed conditions and with such materials. as are provided for, by and in all other respects in according with such conditions so far as applicable

MEMORANDUM

- a) General Description .
- b) Estimated Cost Rs.
- c) Earnest Money
 - i) Vide Bank Draft No. _____ dt. _____ Rs.
- d) Security Deposit (including Earnest Money) Rs.
- e) Percentage, if any, to be deducated from bills Rs.
- f) Time allowed for the work from the date of written order to commence _____ months .

Item No.	ITEM OF WORK	Unit	Per	Rate tendered in words
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Should this tender be accepted I / We here by agreed to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable, or in default there of to forfeit and pay to the Governor or his successors in Office the sums of money mentioed in the said condition .

The sum of Rs. _____ ★ is herewith forwarded in currency notes as Earnest Money (a) the full Value of which is to be absolutely forfeitted to the Governor or his successors in office without prejudice to any other rights or remedies of the said Governor or his successors in Office, should I / We fail to commence the work specified in the above Memorandum, or should I / We not deposit the full amount of Security Deposit specified in the above Memorandum in accordance with Clause 1 (A) of the said sum of Rs. _____ shall be retained by Govt. as on Account of such Security deposit as afresaid or (b) the full value of which shall be 1 (b) of the said conditions of contract .

Dated, the _____ day of _____

Witness :

Address :

Occupation :

The above tender is hereby accepted by me on behalf of the Governor .

Dated, the _____ day of _____