



**Kolkata  
Metropolitan  
Development  
Authority**



*Bidding document for e-Notice Inviting Tender  
for the work of: -*

LIFTING, TRANSPORTATION AND UNLOADING OF MUNICIPAL SOLID WASTES (MSW) FROM  
DIFFERENT COLLECTION POINTS OF PANIHATI MUNICIPALITY TO DHAPA DUMPING  
GROUND UNDER KOLKATA MUNICIPAL CORPORATION,  
FOR 12 (TWELVE) MONTHS (PHASE- III) (2<sup>ND</sup> CALL)



October' 2025

**e-NIT No.: 05/SE(NC)/SWM/KMDA of 2025-2026**

অধিক্ষক বাস্তবায়নের করণ | OFFICE OF THE SUPERINTENDING ENGINEER  
উত্তর মন্ডল, কঠিন বর্জ্য ব্যবস্থাপনা বিভাগ  
NORTH CIRCLE, SOLID WASTE MANAGEMENT SECTOR  
কলকাতা মহানগর উন্নয়ন পর্ষদ | KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY  
[bkpal.kmda09@gmail.com](mailto:bkpal.kmda09@gmail.com)  
ব্লক - এ, ষষ্ঠতল, উন্নয়ন ভবন, লবণহ্রদ, কলকাতা - ৭০০ ০৯১  
BLOCK - A, 5<sup>TH</sup> FLOOR, UNNAYAN BHAWAN, SALT LAKE, KOLKATA - 700 091  
নগর উন্নয়ন ও পৌর বিষয়ক দপ্তর, পশ্চিমবঙ্গ সরকার  
URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT  
GOVERNMENT OF WEST BENGAL

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**TABLE OF CONTENTS:**

<b>Sl. No.</b>	<b>Contents</b>	<b>Page/s reference</b>
<b>I.</b>	Abbreviations	5 - 6
<b>II.</b>	Abridged e-Notice Inviting Tender	7 - 8
<b>III.</b>	Detailed e-Notice Inviting Tender	9 - 16
<b>IV.</b>	Section 1: General Instructions to bidder for e-tendering	17 - 19
<b>V.</b>	Section 2: Data Sheet	20 - 27
<b>VI.</b>	Section 3: Technical Proposal - Standard Forms	28 - 35
TECH- 1	Covering Letter	28
TECH- 2	General information of the bidder	29
TECH- 3	Power of Attorney for Signing the Bid	30 – 31
TECH- 4	Affidavit (before the 1 <sup>st</sup> Class Executive Magistrate mentioning the correctness of the documents and declaration of penalty, debarment etc.)	32
TECH- 5	Certificate	33
TECH- 6	Declaration by the tenderer	34
TECH- 7	Financial Capacity of the Applicant	35
<b>VII.</b>	Section 4: Financial Proposal - Standard Forms	36 – 37
FIN- 1	Covering Letter	36
FIN- 2	Bill of Quantities (indicative)	37
<b>VIII.</b>	Section 5: Terms of Reference (ToR)	38 – 39
<b>IX.</b>	Section 6: General Conditions of Contract (GCC) [West Bengal Form no. 2911]	40 - 65
<b>X.</b>	Section 7: Special Conditions of Contract (SCC)	66 - 69
<b>XI.</b>	Section 8: Miscellaneous	70 - 74
Annexure- 1	Format of Bank Guarantee for the Additional Performance Security Deposit	70 – 71
Annexure- 2	Log Book Record Format	72
Annexure- 3	No Claim Certificate	73
Annexure- 4	Clarification Format	74
<b>XII.</b>	Section 9: Standard Contract Agreement (Tripartite Agreement)	75 – 78
<b>XIII.</b>	Section 10: Order of Precedence	79

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**ABBREVIATIONS:**

<b>Sl. No.</b>	<b>Abbreviation</b>	<b>Expansion</b>
1.	BIS	<i>Bureau of Indian Standards</i>
2.	BOQ	<i>Bill of Quantities</i>
3.	CESC	<i>Calcutta Electric Supply Corporation</i>
4.	CPCB	<i>Central Pollution Control Board</i>
5.	RfP	<i>Request for Proposal</i>
6.	EIC	<i>Engineer-In-Charge</i>
7.	EMD	<i>Earnest Money Deposit</i>
8.	EPC	<i>Engineering, Procurement and Construction</i>
9.	GCC	<i>General Conditions of Contract</i>
8.	GPS	<i>Global Positioning System</i>
10.	HUF	<i>Hindu Undivided Family</i>
11.	I&WD	<i>Irrigation &amp; Waterways Department</i>
12.	ICICI Bank	<i>Industrial Credit and Investment Corporation of India Bank</i>
13.	ISI	<i>Indian Standards Institute</i>
14.	JV	<i>Joint Venture</i>
15.	KMC	<i>Kolkata Municipal Corporation</i>
16.	KMDA	<i>Kolkata Metropolitan Development Authority</i>
17.	LoA	<i>Letter of Acceptance</i>
18.	LoI	<i>Letter of Intent</i>
19.	MoA	<i>Memorandum of Agreement</i>
20.	MoEFCC	<i>Ministry of Environment, Forest &amp; Climate Change</i>
21.	MoU	<i>Memorandum of Understanding</i>
22.	NABL	<i>National Accreditation Board for Testing and Calibration Laboratories, Government of India</i>
23.	NEFT	<i>National Electronic Fund Transfer</i>
24.	NIT	<i>Notice Inviting Tender</i>
25.	PAN/GSTIN	<i>Permanent Account Number/ Goods &amp; Services Tax Identification Number</i>
26.	PRO	<i>Public Relations Officer</i>
27.	PWD	<i>Public Works Department</i>
28.	QC	<i>Quality Control</i>
29.	RTGS	<i>Real Time Gross Settlement</i>
30.	SCC	<i>Special Conditions of Contract</i>

<b>31.</b>	SE(NC)	<i>Superintending Engineer (North Circle)</i>
<b>32.</b>	SOP	<i>Standard Operating Procedure</i>
<b>33.</b>	SOR	<i>Schedule of Rates</i>
<b>34.</b>	SUDA	<i>State Urban Development Agency</i>
<b>35.</b>	SWM	<i>Solid Waste Management</i>
<b>36.</b>	TIA	<i>Tender Inviting Authority</i>
<b>37.</b>	ULB	<i>Urban Local Body</i>
<b>38.</b>	WBSEDCL	<i>West Bengal State Electricity Distribution Company Limited</i>
<b>39.</b>	WBPCB	<i>West Bengal Pollution Control Board</i>
<b>40.</b>	WB	<i>West Bengal</i>



অধিক্ষক বাতুলকারের করণ | OFFICE OF THE SUPERINTENDING ENGINEER

উত্তর মন্ডল, কঠিন বর্জ্য ব্যবস্থাপনা বিভাগ

NORTH CIRCLE, SOLID WASTE MANAGEMENT SECTOR

কলকাতা মহানগর উন্নয়ন পর্ষদ | KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

ব্লক - এ, ষষ্ঠতল, উন্নয়ন ভবন, লবণহ্রদ, কলকাতা - ৭০০ ০৯১

BLOCK - A, 5<sup>TH</sup> FLOOR, UNNAYAN BHAWAN, SALT LAKE, KOLKATA - 700 091

নগর উন্নয়ন ও পৌর বিষয়ক দপ্তর, পশ্চিমবঙ্গ সরকার

URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT

GOVERNMENT OF WEST BENGAL

**e-NIT No.: 05/SE(NC)/SWM/KMDA of 2025-2026**

Memo No.: 902/SE(NC)/SWM/KMDA/G-27

Date: 17.10.2025

**ABRIDGED e- NOTICE INVITING TENDER**

- 1. Invitation:** The Superintending Engineer (Civil), North Circle, SWM Sector, KMDA invites online e-tenders in two part system (Part-I Technical Bid and Part-II Financial Bid) from eligible, reliable, resourceful and experienced agencies/firms/companies/individual contractors with sufficient financial ability, having credential and acumen in executing any solid waste management work in any Government/Government Undertaking/Autonomous Bodies/Semi-Government/Statutory Authorities and or Local Bodies etc., within the last 5 (five) years from the date of issue of this e-NIT, for the below-mentioned works:

Sl. No.	Name of Work	Estimated Value of the work (₹)	Earnest Money Deposit (₹)	Time of Completion	Cost of Tender Document	Engineer-In-Charge & Concerned Division
(1)	Lifting, transportation and unloading of Municipal Solid Wastes (MSW) from different collection points of Panihati Municipality to Dhapa dumping ground under Kolkata Municipal Corporation, for 12 (twelve) months (Phase- III) (2 <sup>nd</sup> call).	₹2,87,84,192.00	₹5,75,684.00	365 days (Three Hundred Sixty-Five days)	Nil	Executive Engineer, Central Division, SWM Sector, KMDA

Corrigendum/addendum if any would be published on the website only.

2. Intending bidders may download the tender documents from <https://wbttenders.gov.in> directly with the help of his/her Digital Signature Certificate and the Earnest Money should be deposited online either by Net Banking (through any Nationalised Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the system, as per GO no. 3975-F(Y) dt. 28.07.2016 of Finance Department, Government of West Bengal. Further details may be available from the office of the undersigned or from the KMDA website: <https://kmda.wb.gov.in/>.
3. **Last date & time of submission of bids through online is 17.11.2025 up to 14:55 hours.**

বিজয় কৃষ্ণ পাল | BIJAY KRISHNA PAL

অধিক্ষক বাতুলকার | Superintending Engineer (Civil)

উত্তর মন্ডল, কঠিন বর্জ্য ব্যবস্থাপনা বিভাগ, কলকাতা মহানগর-উন্নয়ন পর্ষদ

North Circle, SWM Sector

Kolkata Metropolitan Development Authority



Copy forwarded for kind information and necessary action to:

1. The Chairman, Panihati Municipality
2. The Chief Executive Officer, KMDA
3. The Secretary, KMDA
4. The Director, SUDA
5. The Director General (SWM), KMDA
6. The Chief Engineer, SWM Sector, KMDA (RS)
7. The Chief Engineer, SWM Sector, KMDA (AI)
8. The Director of Finance, KMDA
9. The Accounts Officer, SWM Sector, KMDA.
10. The Deputy Secretary, P.R.O., KMDA
11. Notice Board, North Circle, SWM Sector, KMDA
12. Office copy

অধিক্ষক বাস্তবকার | Superintending Engineer (Civil)

উত্তর মন্ডল, কঠিন বর্জ্য ব্যবস্থাপনা বিভাগ, কলকাতা মহানগর উন্নয়ন পর্ষদ

North Circle, SWM Sector

Kolkata Metropolitan Development Authority

Sl. No.	Particulars	Estimated Cost (₹)	Actual Cost (₹)	Completion Date	Remarks
1	Disposal of Municipal Solid Waste (MSW) from different collection points of Panihati Municipality to Dispa dumping ground under Kolkata Municipal Corporation for 12 (twelve) months (Phase III) (2nd call).	₹ 2,87,84,192.00	₹ 2,75,684.00	2025-26 (Till) 2026-27 (Till)	Engineer, Central Division, SWM Sector, KMDA





অধিক্ষক বাস্তাকারের করণ | OFFICE OF THE SUPERINTENDING ENGINEER  
উত্তর মন্ডল, কঠিন বর্জ্য ব্যবস্থাপনা বিভাগ

NORTH CIRCLE, SOLID WASTE MANAGEMENT SECTOR  
কলকাতা মহানগর উন্নয়ন পর্ষদ | KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

ব্লক - এ, ষষ্ঠতল, উন্নয়ন ভবন, লবণহ্রদ, কলকাতা - ৭০০ ০৯১  
BLOCK - A, 5<sup>TH</sup> FLOOR, UNNAYAN BHAWAN, SALT LAKE, KOLKATA - 700 091  
নগর উন্নয়ন ও পৌর বিষয়ক দপ্তর, পশ্চিমবঙ্গ সরকার

URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT  
GOVERNMENT OF WEST BENGAL

**e-NIT No.: 05/SE(NC)/SWM/KMDA of 2025-2026**

Memo No.: 902/SE(NC)/SWM/KMDA/G-27

Date: 17.10.2025

**DETAILED e- NOTICE INVITING TENDER**

- Invitation:** The Superintending Engineer (Civil), North Circle, SWM Sector, KMDA invites online e-tenders in two part system (Part-I Technical Bid and Part-II Financial Bid) from eligible, reliable, resourceful and experienced agencies/firms/companies/individual contractors with sufficient financial ability, having credential and acumen in executing any solid waste management work in any Government/Government Undertaking/Autonomous Bodies/Semi-Government/Statutory Authorities and or Local Bodies etc., within the last 5 (five) years from the date of issue of this e-NIT, for the below-mentioned works:

Sl. No.	Name of Work	Estimated Value of the work (₹)	Earnest Money Deposit (₹)	Time of Completion	Cost of Tender Document	Engineer-In-Charge & Concerned Division
(1)	Lifting, transportation and unloading of Municipal Solid Wastes (MSW) from different collection points of Panihati Municipality to Dhapa dumping ground under Kolkata Municipal Corporation, for 12 (twelve) months (Phase- III) (2 <sup>nd</sup> call).	₹2,87,84,192.00	₹5,75,684.00	365 days (Three Hundred Sixty-Five days)	Nil	Executive Engineer, Central Division, SWM Sector, KMDA

Corrigendum/addendum if any would be published on the website only.

- Intending bidders may download the tender document from <https://wbtenders.gov.in> directly with the help of his/her Digital Signature Certificate and the Earnest Money should be deposited online either by Net Banking (through any Nationalised Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the system, as per GO no. 3975-F(Y) dt. 28.07.2016 of Finance Department, Government of West Bengal. Further details may be available from the office of the undersigned or from the KMDA website: <https://kmda.wb.gov.in/>.
- Submission of Tender:**
  - Pre-qualification/Technical Bid and Financial Bid both will have to be submitted online concurrently duly digitally signed in the website <https://wbtenders.gov.in>, as per time schedule stated herein under. Time will be recorded as per service clock.

(b) Financial Bid of the prospective tenderers will be opened only if the tenderer qualifies in the Technical Bid. The decision of the Tender Inviting Authority (TIA) will be final and in no case challenge against such decision will be entertained.

4. **Time schedule and important information for downloading, uploading, and opening of the Tender Documents:**

No.	Item	Detailed time schedule
a)	Date & time of uploading (publishing) of e-NIT and other documents (online)	: 20.10.2025 at 18:45 hours
b)	Documents download starting date (Online)	: 20.10.2025 from 18:45 hours
c)	Documents download ending date (Online)	: 17.11.2025 up to 14:45 hours
d)	Last date for bidders/contractors/agencies to submit Supplementary Questions/Queries (arising out of site visits only) e-mail: <a href="mailto:bkpal.kmda09@gmail.com">bkpal.kmda09@gmail.com</a>	03.11.2025 up to 16:00 hours Queries are to be submitted to: <b>Superintending Engineer (Civil)</b> North Circle, SWM Sector, KMDA Block - A, 5 <sup>th</sup> Floor, Unnayan Bhawan, Salt Lake City, Kolkata – 700 091 <b>Contact: +91/0 94323 78545</b> <b>Note:</b> All queries are needed to be submitted through e-mail only.
e)	Pre-bid meeting	03.11.2025 from 16:00 hours <b>Venue:</b> Office of the Superintending Engineer (Civil), SWM Sector, KMDA at Unnayan Bhawan, Block-A, 5 <sup>th</sup> Floor, Salt Lake City, Kolkata – 700 091
f)	Issue of response (corrigendum, if any)	: 03.11.2025 after 18:00 hours [visit Govt. website: <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> ]
g)	Starting date & time for submission of tender through on line	: 20.10.2025 from 18:55 hours
h)	Last date & time limit for submission of tender through on line	: <b>17.11.2025 up to 14:55 hours</b>
i)	Scheduled date & time for opening the Part-I tender document (Technical Bid)	: 19.11.2025 after 15:00 hours
j)	Date of uploading the List of technically qualified bidders (Online)	: To be notified later in <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>
k)	Scheduled date & time for opening Part-II tender document (Financial Bid)	: To be notified later in <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>
No financial information should be uploaded to the folder marked for technical bid.		

Tenders will be opened by the **Superintending Engineer (Civil), North Circle, SWM Sector, KMDA** or his authorized representative in presence of the tenderer or their authorized representatives who may like to be present.

5. **Eligibility criteria for the bidders:**

**A) The bidder should have the credentials as detailed below:**

**(i) Technical:**

The prospective bidders shall have satisfactorily completed, as a prime agency during the last 5 (five) years, prior to date of issue of this notice, at least 1 (one) contract of similar nature or handling and/or processing of either fresh wastes or legacy wastes or both of minimum of **30% of the estimated amount put to tender**, or must have completed work of similar nature or handling and/or processing of either fresh wastes or legacy wastes or both of multiple contracts (two or more) each of minimum of **25% of the estimated amount put to tender** or must have completed at least **75% of work of any running project** of similar nature or handling and/or processing of either fresh wastes or legacy wastes or both, in a single tender, amounting to **30% of the estimated amount put to tender**, under the authority of State/Central Government, State/Central Government undertaking/Autonomous Bodies/Statutory bodies constituted under the statute of the State/Central Government or local bodies.

**Technical:**

Sl. No.	Name of work	Estimated Value of the work (₹)	The prospective bidders shall have satisfactorily completed, as a prime agency during the last 5 (five) years, prior to date of issue of this notice, contract of similar nature or handling and/or processing of either fresh wastes or legacy wastes or both, for the amount of: -		
			1 (one) completed work of	Completed multiple works of (more than one)	Completed 80% of any single running work of
			Minimum amount (₹)	Minimum amount (₹)	Minimum amount (₹)
(1)	Lifting, transportation and unloading of Municipal Solid Wastes (MSW) from different collection points of Panihati Municipality to Dhapa dumping ground under Kolkata Municipal Corporation, for 12 (twelve) months (Phase-III) (2 <sup>nd</sup> call).	₹2,87,84,192.00	₹86,35,258.00	₹71,96,048.00	₹86,35,258.00

**(ii) Financial:**

In the Financial Year immediately preceding the last date for submission of tender through on line, the Bidder's net worth (as per the annual financial statements) should be **positive** (Net Worth), as certified by the statutory auditor of the Bidder.

The Bidder shall have an average Annual Turnover of at least 40% of estimated amount put to tender, in the last 3 (three) Financial Years, immediately preceding the last date of submission of bid, (as per the annual financial statements) (Average Annual Turnover), as certified by the statutory auditor of the Bidder.

Bidder shall submit a Bank Solvency Certificate of minimum of 25% of estimated amount put to tender, obtained within last six months from the last date of submission of bid online.

**Financial:**

Sl. No.	Name of work	Estimated Value of the work (₹)	The prospective bidders shall have the following Financial Credential to participate in the Bidding Process		
			Annual Average Turnover for the last three FY: 2021-22, 2022-23 & 2023-24	Net Worth for the FY: 2023-24	Bidder shall submit Solvency Certificate from any Nationalised Bank in India of
			Minimum amount (₹)	Minimum amount (₹)	Minimum amount (₹)
1.	Lifting, transportation and unloading of Municipal Solid Wastes (MSW) from different collection points of Panihati Municipality to Dhapa dumping ground under Kolkata Municipal Corporation, for 12 (twelve) months (Phase-III) (2 <sup>nd</sup> call).	₹2,87,84,192.40	₹86.5 lakh	Positive	₹72 lakh

**B) Other terms and conditions of the credentials:**

- Payment certificate will not be treated as credential.
- Completion Certificate issued by the Executive Engineer or equivalent competent authority of a State/Central Government, State/Central Government undertaking, Autonomous/Statutory bodies constituted under the statute of the State/Central Government or local bodies on the executed value of completed/running works will be considered as Credential.
- No credential will be considered as valid unless it is supported by work order, price schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of the Executive Engineer or equivalent or competent authority of a State/Central Government, State/Central Government undertaking, Autonomous/Statutory bodies constituted under the statute of the State/Central Government or local bodies. The Completion Certificate should indicate the value of the work (equal to booked expenditure).

**N.B.:** Estimated amount, Date of Completion of the project & detail communicational address of Client must be indicated in the Credential Certificate.

- Scanned copy of Certificate of Incorporation/Registration of firm or company (Memorandum and Articles of Association, if any), PAN Card, Professional Tax Certificate with up-to-date challan, valid Income Tax Returns (for last 3 financial years), valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017 and up-to-date challan, latest valid Trade License, last 3 financial years' audited Balance Sheet, Credentials, Work Orders, Completion Certificates, Payment Certificates, Bank Solvency Certificate (of minimum 25% of estimated amount put to tender) within six months from the last date of submission of bid online, valid

Provident Fund Registration Certificate with up-to-date challan, ESI Registration Certificate with up-to-date challan and other supporting documents must be submitted duly digitally signed at desired location in the website <https://wbtenders.gov.in>.

- D) Scanned Copy of one affidavit before the **1<sup>st</sup> Class Executive Magistrate** will have to be submitted mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Government/Semi-Government/Autonomous Body/Institution through online at desired location.
- E) Joint Ventures/Consortiums are not allowed to participate in the bid.
- F) **Earnest Money:** The tenderer shall have to deposit requisite initial earnest money along with the tender document in prescribed manner failing which the tender shall be rejected and treated as non-responsive. The balance earnest money if any to fulfill 2 (two) percent of the estimated value is to be deposited before the time of execution of formal agreement.

#### 6. **Security Deposit:**

The amount of Security Deposit shall be 10% of the contract value. The amount already deposited as Earnest Money Deposit (EMD) will be converted as initial security deposit. The successful bidder must submit the balance amount of 2% of the contract price, i.e., the tendered amount, if submitted EMD is less than 2% of the contract value, before execution of formal agreement. Balance security of 8% of the amount of each running account bill, will be recovered from each and subsequent bill till the balance of the amount of security deposit is realised.

#### 7. **Security Period (SP)**

Security Period (SP) of the work shall be considered as **6 (six) months** from the date of actual completion of work.

#### 8. **Release of Security Deposit**

Release of normal security deposit shall be made after the Security Period is over, i.e., it will be released after 6 (six) months from the date of successful completion of work. This supersedes the **Clause 17 of Tender Form No -1**.

#### 9. **Additional Performance Security**

As per Order no. 4608-F(Y) dated 18.07.2018, an Additional Performance Security shall have to be submitted by the successful bidder, when the Bid rate is 80% or less of the estimated amount put to tender and no increase in scope of work of project during execution phase.

To ensure the quality and proper execution of the work, in public interest, the Additional Performance Security @ 10% of the tendered amount shall have to be submitted by the successful bidder, if the accepted bid value is 80% or less of the estimated amount put to tender.

The Additional Performance Security shall have to be submitted in form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of the contract (including Security/Defect Liability Period), before issuance of Work Order.

If the bidder fails to submit the Additional Performance Security within 7 (seven) working days from the date of issue of Letter of Acceptance/Letter of Intent or the time period as mentioned by the tender inviting authority, his Earnest Money will be forfeited and other necessary action as per NIT/RfP, like blacklisting of the contractor, may be taken. The Bank Guarantee shall have to be valid up to end of the contract period (including Security Period/Defect Liability Period) and shall have to be renewed accordingly, if required.



The Bank Guarantee shall be returned on successful completion of the contract, i.e., on completion of Security Period/Defect Liability Period only. If the bidder fails to complete the work successfully, the Additional Performance Security along with Security Deposit lying with KMDA, shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract, after serving proper notice to the contractor. Necessary provisions regarding deductions of Security Deposit from the progressive bill of the Contractor as per relevant clauses of the contract shall in no way affected/alterd by provision of this Additional Performance Security.

*While issuing Bank Guarantee (BG) in favour of Kolkata Metropolitan Development Authority (KMDA), the issuing applicant must mention receiver's details as ICICI Bank, IFSC: ICIC0006950, Branch- Salt Lake, Sector- I, in the BG text at which SFMS IFIN 760 message to be sent by the issuing bank to establish the authenticity of the given BG.*

**10. List of common documents shall have to be uploaded by each tenderer at the time of Tender through online:**

- i) All annexures as annexed.
- ii) Certificate of Incorporation/Registration of firm or company (Memorandum and Articles of Association, if any)
- iii) Deed of Partnership (constituted/reconstituted/amended, if any) (only for Partnership Firms)
- iv) Income Tax Return (for the last 3 financial years)
- v) Audited Balance Sheet (for the last 3 financial years)
- vi) PAN Card
- vii) GST registration certificate with up-to-date challan
- viii) Latest Professional Tax paid challan and P-Tax Enrollment Certificate.
- ix) Latest valid Trade License
- x) Provident Fund Registration Certificate with up-to-date challan
- xi) ESI Registration Certificate with up-to-date challan
- xii) Technical Credential
  - a) Work Order
  - b) Completion Certificate for the work completed/running
  - c) BOQ of work or price-breakup schedule
  - d) Payment Certificate of the said work
- xiii) Current Bank Solvency Certificate (of minimum 25% of estimated amount put to tender) from a scheduled bank recognized by the Government of India, obtained within six months from the last date of submission of bid online.
- xiv) Affidavit before the **1<sup>st</sup> Class Executive Magistrate** mentioning the correctness of the documents and declaration of penalty or debarment etc., before the issuance of this NIT.

11. The prospective bidders shall quote their rate in percentage above or below the estimated value of the work, **maximum 2 (two) digits beyond/after the point**, if any. If percentage rate quotation received beyond 2 (two) digits, after the point, **from the lowest quoted bidder**, the next lower value for above and higher value for below the contractual percentage (2 (two) digits after point) will be considered and restricted, e.g., if rate received between 2.771% and 2.779% above the estimated amount, the rate will be revised to 2.770% above only, and if rate received between 19.991% and 19.999% below the estimated value, the rate will be revised to 20.000% below the estimated amount and if so, the Additional Performance Security, as per norms, should have to be submitted by the lowest quoting and selected bidder. The tendered amount will be calculated based on the revised contractual percentage, as above.
12. The prospective bidders shall have in their full-time engagement experienced technical personnel with the sufficient knowledge of PERT/CPM, the minimum being one Civil Engineering Degree holder and one Civil Engineering Diploma holder (authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation).

13. The prospective bidders must not have been debarred to participate in any tender invited by the KMDA during the last 5 (five) years prior to the date of this NIT. Such debar will be considered as disqualification towards eligibility (a declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated as non-responsive).

14. **Language of Tender:**

The bid and all related correspondences and documents shall be written in the **English language**. Supporting documents and printed literature furnished by the eligible bidder with the proposal may be in any other language if they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

15. Adjustment of Price (increase or decrease) shall never be applicable. The tenderer will quote their rate (percentage above/below/at par) accordingly, considering that no escalation and/or price adjustment will be allowed by the department thereto, under any circumstances. Furthermore, no claim will be entertained in any case of change of rate of taxes, GST, cess etc., during the execution of work.
16. No Mobilization Advance or Secured Advance will be allowed.
17. Agencies shall have to arrange required land for parking of vehicles (if required for the awarded work), storing of wastes and other materials, labour shed etc. at their own cost and responsibility nearest to the worksite.
18. All materials required for execution of the work (as per BOQ) shall have to be procured and supplied by the contractor at their own risk and cost. Challans for procured materials and test reports, if required, may be produced by the agency if asked for. All tests should be done by the agency from Government Laboratory(s)/ Government Engineering College(s) or NABL accredited laboratory at his/her/their own cost.

19. **Bid validity**

Bid shall remain valid for a period not less than **120 calendar days (one hundred twenty calendar days)** from the last date of submission of financial bid/sealed bid. If the bidder withdraws the bid during the period of bid validity, the earnest money as deposited will be forfeited without assigning any reason thereof.

20. The Tender Notice along with other documents like Tender Form-1, Terms and Conditions, BOQ and Corrigendum, if any etc. whatever documents uploaded by the department concern, shall be part and parcel of the Tender. The agency must go through carefully the Special Terms and Conditions uploaded by the department before quoting his/her rate.
21. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances or may accept or reject any or all the tenders without assigning any reason what so ever. No claim in this respect will be entertained.
22. During scrutiny, if it is come to the 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 with forfeiture of earnest money forthwith.

23. **Debarment, suspension or restraining of the bidder**

Detailed procedure for taking penal measures for suspension, debarment or restraining of suppliers, contractors or consultants have been delineated in memorandum no. 547-W(C)/1M-387/15 dated

16.11.2015 and its subsequent addendum notified vide memorandum no. 724-W(C)/1M-953/19 dated 19.12.2019 of Works Branch, Public Works Department, Government of West Bengal, and as detailed in **Clause 41 of Section 6: General Conditions of Contract** in this bidding documents.

The procedure shall be followed for debarment or suspension of bidders selected for executing public works for their false declaration or forgery or falsification of records submitted or failure to execute committed contract or for their failure to perform contractual obligations and thereby resulting delay in execution of public works or execution of faulty works.

24. List of technically qualified bidders will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, bidders are requested to view the tender status on a regular basis. In case if there be any objection regarding pre-qualification/list of technically qualified bidders, that objection should be lodged to the Chairman, Tender/Bid Evaluation Committee within 24 hours from the date and time of publication of the list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender/Bid Evaluation Committee.

**25. Bid Evaluation:**

Financial bids of only those bidders who have Minimum Eligibility Criteria and are technically qualified & responsive, will be opened. Method of selection of the agency/contractor will be Cost Based Selection (CBS).

The Authority may select the bidder with the lowest quoted price amongst those bidders who are technically qualified and responsive.

26. Before issuance of the Letter of Intent (LOI), the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false, in that case, LOI will not be issued in favour of the tenderer under any circumstances.

For detailed information please visit the Government website: <https://wbtenders.gov.in>.

অধিক্ষক বামুকার | Superintending Engineer (Civil)  
উত্তর মন্ডল, কঠিন বর্জ্য ব্যবস্থাপনা বিভাগ, কলকাতা মহানগর উন্নয়ন পর্ষদ  
North Circle, SWM Sector  
Kolkata Metropolitan Development Authority

## **SECTION 1: GENERAL INSTRUCTIONS TO BIDDER FOR E-TENDERING**

### **1. General guidance for e-tendering:**

Instructions/guidelines for electronic submission of the tenders have been detailed above for assisting the contractors to participate in e-tendering.

#### **i. Registration of Contractors:**

Any contractor willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement system, through login onto <https://wbtenders.gov.in>. The Contractor is to click on the link for e-tendering site.

#### **ii. Digital Signature Certificate (DSC)**

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the Controller of Certifying Authority, Government of India (<http://cca.gov.in>) on payment of requisite amount. The Contractor can search the tender and download NIT and other tender documents electronically from computer, once he/she logs onto the website <https://wbtenders.gov.in>. This is the only mode of collection of the tender documents. A prospective Bidder shall be allowed to participate in the job either in the capacity of the individual or as a partner of a firm. If it is found applied several in single job all his applications will be rejected for that job.

#### **iii. Submission of Tenders:**

##### **General Process submission:**

Tenders are to be submitted through online to the website stated in Sl. No. 3 (a) of the e-NIT, two folders at a time for each work, one is technical bid and the other is financial bid before the prescribed date and time using his/her Digital Signature Certificate.

### **2. Technical Bid:**

Technical bid contains scanned copies of the following further in two folders.

#### **a) Statutory cover containing:**

- i. NIT with all addendum & corrigendum (download & upload the same digitally signed)

#### **b) Non-statutory cover containing:**

- i. All annexures as annexed.
- ii. Certificate of Incorporation/Registration of firm or company (Memorandum and Articles of Association, if any).
- iii. Deed of Partnership (constituted/reconstituted/amended, if any) (only for Partnership Firms)
- iv. Income Tax Return (for the last 3 financial years)
- v. Audited Balance Sheet (for the last 3 financial years)
- vi. PAN Card
- vii. GST registration certificate with up-to-date challan
- viii. Latest Professional Tax paid challan and P-Tax Enrollment Certificate.
- ix. Latest valid Trade License

- x. Provident Fund Registration Certificate with up-to-date challan
- xi. ESI Registration Certificate with up-to-date challan
- xii. Technical Credential
  - a) Work Order
  - b) Completion Certificate for the work completed/running
  - c) BOQ of work or price-breakup schedule
  - d) Payment Certificate of the said work
- xiii. Current Bank Solvency Certificate (of minimum 25% of estimated amount put to tender) from a scheduled bank recognized by the Government of India, obtained within six months from the date of publishing of NIT.
- xiv. Affidavit before the **1<sup>st</sup> Class Executive Magistrate** mentioning the correctness of the documents and declaration of penalty debarment etc.
- xv. Technical Manpower details (to be deployed at project).
- xvi. Confirmation of supply of minimum number of manpower during Operation & Maintenance (if any).
- xvii. Local office address for communication.

**NOTE:**

Failure of submission of any of the above-mentioned documents, as stated in 24.2.a) & 24.2.b) of the General Instructions for e-tendering, will render the tender liable to summarily rejected for both statutory and non- statutory cover.

**3. Financial Bid**

The financial Bid should contain the following documents in one folder, i.e., Bill of Quantities (BOQ). The Contractor is to mention the percentage rate inclusive of all incidental fees, taxes etc. through online in space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded, virus scanned & digitally signed by the contractor.

**4. Opening & Evaluation of Tender**

Technical Bid will be opened by the Superintending Engineer (Civil), North Circle, SWM Sector, KMDA. Intending tenderer may remain present if he/she so desire. Statutory Cover would be opened first and if found in order and correct, Non-Statutory Cover will be opened. If there is any deficiency in the Statutory and Non-Statutory documents, the tender will be summarily rejected.

Decrypted (transformed in to a readable formats) documents of the non-statutory folder will be downloaded & handed over to the evaluation committee.

List of technically qualified bidders will be uploaded only onto the designated Government website - <https://wbtenders.gov.in>.

**NB:**

While evaluation, the Evaluation Committee may summon of the tenders and seek clarification/information or additional documents or original hard copy of any of the documents already submitted and if they couldn't produce the same within the stipulated time frame, their bid will liable for rejection.



**5. Opening and evaluation of financial bid:**

Financial bid of Tenderers, declared technically eligible by the Tender Evaluation Committee, will be opened electronically from the web portal on the prescribed date and time.

**6. Penalty for suppression/distortion of facts:**

Submission of false document by tenderer is strictly prohibited.

## SECTION 2: INSTRUCTIONS TO BIDDER (ITB)

Sl. No.	Item	Description
a)	Name of work	: Lifting, transportation and unloading of Municipal Solid Wastes (MSW) from different collection points of Panihati Municipality to Dhapa dumping ground under Kolkata Municipal Corporation, for 12 (twelve) months (Phase- III) (2 <sup>nd</sup> call)..
b)	Tender Inviting Authority (TIA)	: <b>Superintending Engineer (Civil)</b> <b>North Circle, Solid Waste Management Sector</b> Kolkata Metropolitan Development Authority 5 <sup>rd</sup> Floor, Unnayan Bhavan, Salt Lake City, Kolkata – 700 091 <b>Phone no.: (+91/0) 87777 60081</b>
c)	Cost of Bidding (Tender) Document	: Nil. Intending bidder will not have to pay the cost of tender documents for the purpose of participating in e-tendering as per notification no. 199-CRC/2M-10/2012 dated 21.12.2012 of the Secretary, Public Works Department, CRC Branch, Government of West Bengal.  However, the successful bidder will have to pay the cost for 5 (five) sets of certified copies for formal agreement, including the printed Tender Form - 1 @ ₹600.00 (Rupees six hundred) per set.
d)	Eligible Bidders	: i) Intending bidders should produce credential(s) of a similar nature of completed work of the minimum value of 30% of estimated amount put to tender (refer Clause 5 A) (i) of Detailed e-NIT) during the last 5(five) years prior to the date of issue of the tender notice. Or; ii) Intending bidders should produce credential(s) of similar nature of multiple works (two or more) each of the minimum value of 25% of estimated amount put to tender (refer Clause 5 A) (i) of Detailed e-NIT) during the last 5(five) years prior to the date of issue of the tender notice. Or; iii) Intending bidders should produce credential(s) of one single running work of similar nature which has been completed to the extent of 75% or more and the value of which is not less than the desired value of (i) above, in any State/Central Government, State/Central Government undertaking, Statutory/Autonomous Bodies constituted under the Central/State Statute/Local Bodies etc.  In case of running works, only those bidders, 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 executing agency i.e.

Sl. No.	Item	Description
		the tenderer.  <b>Similar nature of work-</b> Similar nature of work means any type of Solid Waste Management work, i.e., handling and/or processing of either fresh wastes or legacy wastes or both or may have done transportation of any kind of waste from the generation source to any designated destination, maintaining proper Standard Operating Procedure (SOP) and with utmost precaution, so that there had not been arise any situation of pollution of environment, if any.
e)	Joint Ventures/Consortiums	: Joint Ventures/Consortiums are not allowed to participate in the bid.
f)	Earnest Money Deposit (EMD)	: The tenderer shall have to deposit requisite initial earnest money along with the tender document in prescribed manner failing which the tender shall be rejected and treated as non-responsive. The balance earnest money if any to fulfill 2 (two) percent of the tendered value is to be deposited before the time of execution of formal agreement.
g)	Performance Security/ Security Deposit	: The amount of Security Deposit shall be 10% of the contract value. The amount already deposited as Earnest Money Deposit (EMD) will be converted as initial security deposit. The successful bidder must submit the balance amount of 2% of the contract price, i.e., the tendered amount, if submitted EMD is less than 2% of the contract value, before execution of formal agreement. Balance security of 8% of the amount of each running account bill, will be recovered from each and subsequent bill till the balance of the amount of security deposit is realised.
h)	Security Period/Defect Liability Period	: Security Period (SP) of the work shall be considered as <b>6 (six) months</b> from the date of actual completion of work.
i)	Release of Security Deposit	: Release of normal security deposit shall be made after the Security Period is over, i.e., it will be released after 6 (six) months from the date of successful completion of work.
j)	Additional Performance Security	: An Additional Performance Security shall have to be submitted by the successful bidder, when the Bid rate is 80% or less of the estimated amount put to tender and no increase in scope of work of project during execution phase.  To ensure the quality and proper execution of the work, in public interest, the Additional Performance Security @ 10% of the tendered amount shall have to be submitted by the successful bidder, if the accepted bid value is 80% or less of the estimated amount put to tender.  The Additional Performance Security shall have to be submitted in form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of the contract (including Security/Defect Liability Period), before issuance of Work Order.  If the bidder fails to submit the Additional Performance

Sl. No.	Item	Description
		<p>Security within 7 (seven) working days from the date of issue of Letter of Acceptance/Letter of Intent or the time period as mentioned by the tender inviting authority, his Earnest Money will be forfeited and other necessary action as per NIT/RfP, like blacklisting of the contractor, may be taken. The Bank Guarantee shall have to be valid up to end of the contract period (including Security Period) and shall have to be renewed accordingly, if required.</p> <p>The Bank Guarantee shall be returned on successful completion of the contract, i.e., on completion of Security Period only. If the bidder fails to complete the work successfully, the Additional Performance Security along with Security Deposit lying with KMDA, shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract, after serving proper notice to the contractor. Necessary provisions regarding deductions of Security Deposit from the progressive bill of the Contractor as per relevant clauses of the contract shall in no way affected/alterd by provision of this Additional Performance Security.</p> <p><i>While issuing Bank Guarantee (BG) in favour of Kolkata Metropolitan Development Authority (KMDA), the issuing applicant must mention receiver's details as ICICI Bank, IFSC: ICIC0006950, Branch- Salt Lake, Sector- I, in the BG text at which SFMS IFIN 760 message to be sent by the issuing bank to establish the authenticity of the given BG.</i></p>
k)	Claims under Additional Performance Security	<p>Claim Period of the BG shall not be less than 6 (six) months, from the date of successful completion of Work.</p> <p>Prior to making a claim for encashment of Bank Guarantee provided by the Contractor as the Addl. Performance Security, Authority will notify the Contractor stating the nature of default in respect of which the claim is to be made. Encashment of the bank guarantee shall not be questioned or contested either by the Contractor or by the issuing Institution (Bank) on the ground of dispute if any.</p>
l)	Language of Tender	<p>The bid and all related correspondences and documents shall be written in the <b>English language</b>.</p>
m)	Bid validity	<p>Bids will remain valid for <b>120 (one hundred twenty) calendar days</b> from the last date of submission of financial bid.</p> <p>During this period, bidders shall maintain the availability of manpower and assets committed in the proposal. The Authority may request the bidder(s) to extend the validity period of their bid, if situation arises. Bidders are advised to extend the validity of their bids.</p>
n)	Withdrawal of Bid	<p>A Bid once submitted shall not be withdrawn within its 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.</p>

Sl. No.	Item	Description
o)	Technical Bid	<p>Technical bid contains scanned copies of the following further in two folders:</p> <p>a) <b>Statutory cover containing:</b></p> <p>i. NIT with all addendum &amp; corrigendum (download &amp; upload the same digitally signed)</p> <p>b) <b>Non-statutory cover containing:</b></p> <p>i. All annexures as annexed.</p> <p>ii. Certificate of Incorporation/Registration of firm or company (Memorandum and Articles of Association, if any).</p> <p>iii. Deed of Partnership (constituted/reconstituted/amended, if any) (only for Partnership Firms)</p> <p>iv. Income Tax Return (for the last 3 financial years)</p> <p>v. Audited Balance Sheet (for the last 3 financial years)</p> <p>vi. PAN Card</p> <p>vii. GST registration certificate with up-to-date challan</p> <p>viii. Latest Professional Tax paid challan and P-Tax Enrollment Certificate.</p> <p>ix. Latest valid Trade License</p> <p>x. Provident Fund Registration Certificate with up-to-date challan</p> <p>xi. ESI Registration Certificate with up-to-date challan</p> <p>xii. Technical Credential</p> <p>a) Work Order</p> <p>b) Completion Certificate for the work completed/running</p> <p>c) BOQ of work or price-breakup schedule</p> <p>d) Payment Certificate of the said work</p> <p>xiii. Current Bank Solvency Certificate (of minimum 25% of estimated amount put to tender) from a scheduled bank recognized by the Government of India, obtained within six months from the date of publishing of NIT.</p> <p>xiv. Affidavit before the 1st Class Executive Magistrate mentioning the correctness of the documents and declaration of penalty debarment etc.</p> <p>xv. Technical Manpower details (to be deployed at project).</p> <p>xvi. Confirmation of supply of minimum number of manpower during Operation &amp; Maintenance (if any).</p> <p>xvii. Local office address for communication.</p>
p)	Technical Bid (cont.)	<p>The technical proposal to be submitted as Simplified Technical Proposal (STP) with the following documents:</p>



Sl. No.	Item	Description
		<p>Form TECH-1: Covering Letter</p> <p>Form TECH-2: General information of the bidder</p> <p>Form TECH-3: Power of Attorney for Signing the Bid</p> <p>Form TECH-4: Affidavit (before the 1<sup>st</sup> class Executive Magistrate mentioning the correctness of the documents and declaration of penalty, debarment etc.)</p> <p>Form TECH-5: Certificate</p> <p>Form TECH-6: Declaration by the Bidder</p> <p>Form TECH-7: Financial Capacity of the Applicant</p>
q)	Financial Bid	<p>: The financial Bid should contain the following documents in one folder, i.e., Bill of Quantities (BOQ). The Contractor is to mention the percentage rate inclusive of all incidental fees, taxes etc. through online in space marked for quoting rate in the BOQ.</p> <p>Only downloaded copies of the above documents are to be uploaded, virus scanned &amp; digitally signed by the contractor.</p>
r)	Opening & Evaluation of Tender	<p>: Technical Bid will be opened by the Superintending Engineer (Civil), North Circle, SWM Sector, KMDA.</p> <p>On evaluation, the list of technically qualified bidders will be uploaded only at the designated Government web portal - <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>.</p> <p><b>Please note:</b> While evaluation, the Evaluation Committee may ask the bidder and seek clarification/information or request additional documents or original hard copy of any of the documents already submitted.</p>
s)	Opening and evaluation of financial bid	<p>: Financial bid of tenderers, having minimum eligibility criteria and declared technically qualified &amp; responsive by the Tender Evaluation Committee, will be opened electronically from the web portal on the prescribed date and time.</p> <p>Method of selection of an agency/contractor will be Cost Based Selection (CBS). The Authority may select the bidder with the lowest quoted price amongst those bidders who are technically eligible.</p>
t)	Disqualification	<p>: Even though a Bidder meets the technical qualifying criteria, it could be disqualified if it has:</p> <ol style="list-style-type: none"> <li>Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.</li> <li>Submitted the bid, which is not accompanied by the required documents.</li> <li>Failed to provide any clarifications related thereto.</li> </ol>

Sl. No.	Item	Description
		<p>d) Where the bidder has already submitted the Bid and/or is a member of entity, which has already submitted the bid, or vice versa.</p> <p>e) Violates any other condition mentioned herein before/herein after.</p> <p>f) Bid received in incomplete form.</p> <p>g) Bid not in accordance with the procedure &amp; format and bidder tries to influence for receiving the proposal in offline mode after due date and time.</p> <p>h) Bidder tries to influence the proposal evaluation process.</p> <p>i) Bidder or any person acting on its behalf indulges in corrupt and/or fraudulent practices.</p> <p>j) If any such information which would have entitled the authority to reject or disqualify the bidder, becomes known even after award of contract, KMDA/the authority reserves the right to cancel the contract at any stage without assigning any reason thereof.</p> <p>k) Bidders who canvass or attempt to influence the qualification or selection process shall necessarily be disqualified from the process at any stage.</p> <p>l) Where the bidder has been declared as defaulter or blacklisted by the Government Agencies or any other municipal committees/ULBs etc., before the date of opening of financial Bid.</p> <p>m) Any other condition/situation which holds the paramount interest of the Authority/KMDA during the overall selection process.</p> <p>n) Where the bidder is engaged in any criminal act and/or for which criminal case of any nature is initiated.</p>
u)	Suspension/Debarment/ Restriction of the bidder from participating in any tender in KMDA	: Penal measures for suspension/debarment/restriction of the bidder(s) or contractor(s) or agency(ies) have been proposed in memorandum no. 547-W(C)/1M-387/15 dated 16.11.2015 and its subsequent addendum notified vide memorandum no. 724-W(C)/1M-953/19 dated 19.12.2019 of Works Branch, Public Works Department, Government of West Bengal, and as detailed in Clause 41 of General Conditions of Contract in this bidding documents.
v)	Acceptance of Bid	: The Superintending Engineer, North Circle, SWM Sector will accept the bid after due approval of Financial Evaluation sheet by the Tender Committee(s) in the Department/Authority. The committee(s) do not bind itself to accept otherwise the lowest Bid and reserves to itself the right to reject any or all of the Bids received without assigning any reason thereof.  In the event of acceptance of lowest tendered rate, the

Sl. No.	Item	Description
		<p>memorandum, vide no. <b>2320- F(Y) dated 07.06.2022</b> of the Finance Department, Audit Branch, Group- T, Government of West Bengal, shall be followed.</p> <p><b>In case of Tie Bid:</b></p> <p>The following procedure shall be adopted when there is a tie among the L1 Bidders, keeping the discovered L1 rate as ceiling, sealed bids may be invited from all the lowest quoting bidders and out of those, the lowest one may be selected.</p> <p>If none of the L1 bidders is ready to offer further reduced rates,</p> <ol style="list-style-type: none"> <li>The work may be distributed equally among the consenting L1 bidders. In this case, period of completion shall be reduced accordingly.</li> <li>If none of the L1 bidders is ready to accept reduced quantity, the bidder with higher credential based on the following parameters, may be selected among L1 bidders in the following manner:</li> </ol> <p>In this case, value of single work of similar nature completed during the last 3 years shall be considered.</p>
w)	Intimation	: The successful Bidder will be notified in writing of the acceptance of his Bid. The Bidder then becomes the “Contractor” and he shall forthwith take steps to execute Formal Contract Agreement in appropriate KMDA Form available with The Engineer-In-Charge, fulfilling all his obligations as required for the Contract.
x)	Escalation of Cost	: There will be no escalation in cost for materials or labour and the contract price mentioned in the contract agreement.
y)	Engineer-In-Charge (EIC) of the Work	: Executive Engineer, Central Division, SWM Sector, KMDA Block - A, 5 <sup>th</sup> Floor, Unnayan Bhawan, Salt Lake, Kolkata - 700 091
z)	Execution of Work	: The Contractor is liable to execute the whole work as per direction and instruction of the Engineer-In-Charge.
aa)	Payment terms	: <p>Payment shall be made to the selected agency, on completion of the work or part thereof, on recommendation of the EIC, as and when fund is available from the concerned source. No claim whatsoever for delay in payment, if any, will be entertained. Retention money towards Security deposit will be deducted from the running account bill as per prevailing norms and guidelines. No interest will be paid on security deposit.</p> <p>As per statutory order of the Labour Department, Government of West Bengal, 1% (one percent) cess on the cost of work will be deducted from each of the contractor’s progressive bill.</p> <p>All payments to the Contractor shall be subject to deduction of GST, Income Tax, Royalty, and any other Taxes as may be prevalent at the time of payment. For each such deduction the Contractor will be furnished a Certificate to enable him to</p>

Sl. No.	Item	Description
		<p>make requisite adjustment in his returns related to Income Tax/Sale Tax/Works Contract Tax or any other Tax as may be deducted.</p> <p>Contractors, while quoting, are to consider all taxes, duties etc. as applicable and prevalent on the date of opening of the tender. If any other taxes or duties of statutory nature are imposed during the post-bidding period, the said amount may be reimbursed on production of documentary proof of payment. Similarly, for reduction or withdrawal, a corresponding deduction shall be made. In both cases, the decision of the Employer shall be final as to the extent thereof and subject to approval of the competent authority.</p> <p>All payments to the Contractor shall be subject to all accounting and auditing provisions, procedures, rules, regulation, decrees, law etc. legislated, enacted or in force in India and as applicable to the State of West Bengal during the period of the Contract.</p> <p>The selected bidder should submit a No Claim Certificate, as per Annexure- 3 in Section 8, during submission of her/his Final Bill/Final claim, before the Engineer-In-Charge, without which, Final Claim will never be accepted by the Authority.</p>
ab)	Minimum wages	: Minimum wages to the workers shall be paid according to the rates notified and / or revised by the State Government from time-to-time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
ac)	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.
ad)	Site visit and verification of Information	: The tenderer'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 e- Notice Inviting Tender, the cost of visiting the site shall be at the tenderer's own expense.
ae)	Conditional and/or incomplete tender	: <b>Conditional and/or incomplete</b> tender will never be accepted under any circumstances.

**SECTION 3:  
TECHNICAL PROPOSAL - STANDARD FORMS**

**TECH - 1:**

**Covering Letter**

*<To be printed on the Letterhead of the Applicant including full postal address,  
telephone, faxes and e-mail address>*

Memo. No.

Date:

To

The Superintending Engineer (Civil), North Circle,  
Solid Waste Management Sector,  
Kolkata Metropolitan Development Authority,  
Unnayan Bhawan, Salt Lake City, Kolkata – 700 091

Subject: Submission of Tender for “**Lifting, transportation and unloading of Municipal Solid Wastes (MSW) from different collection points of Panihati Municipality to Dhapa dumping ground under Kolkata Municipal Corporation, for 12 (twelve) months (Phase-III) (2<sup>nd</sup> call).**”.

Dear Sir,

1. We are submitting this tender for the work mentioned above and our Proposal is valid for a period of 120 days from ‘bid submission closing date (online)’ as mentioned in the Notice Inviting Quotation above.
2. We understand that KMDA is not bound to accept any or all quotations it may receive.
3. We declare th8at we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Quotation and qualification.
4. We do, also, certify that all the statements made and/or any information provided in our bid, are true and correct and complete in all aspects.
5. We declare that in the event that KMDA discovers anything contrary to our above declarations, it is empowered to disqualify us and our Quotation from further participation in the bid evaluation process and to cancel the contract at any time during the contract.
6. We declare that if KMDA discovers any misrepresentation of facts at any point of time KMDA will have the right to forfeit the Earnest Money Deposit (EMD), Contract Performance Guarantee and debar us from participating in any bid in the future.
7. If our Proposal is accepted, we will furnish the Performance Security Deposit as mentioned in this NIT before signing the Contract Agreement.

Dated this \_\_\_\_ date of \_\_\_\_\_ 2025,

(Signature)

Name:

Designation:

Name of Firm:

Communication address:

Mobile no.:

e-mail ID:

**Company Seal**



**TECH - 2:****General information of the bidder**  
<To be printed on letterhead of the Applicant>

Sl. No.	Criteria	Response Format	Details
1.	Name of the Firm	Name	To be filled by the bidder
2.	Type of Firm	1. Proprietorship Firm 2. Partnership Firm 3. Registered Company	To be filled by the bidder
3.	Registered address of the bidder	1. Registered Office address: 2. Telephone number: 3. e-mail ID: 4. Fax:	To be filled by the bidder
4.	Contact details	1. Details of contact person (name, designation, address etc.) 2. Communication address: 3. Mobile number: 4. e-mail ID: 5. Fax:	To be filled by the bidder
5.	Year and place of establishment of the Firm	1. Year of establishment 2. Place of establishment	To be filled by the bidder
6.	Similar projects executed by the Firm	Number of projects	To be filled by the bidder
7.	List of major clients with whom the organisation has been/is currently associated with	Name of the clients along with contact details	To be filled by the bidder
8.	Have a local representation/office in Kolkata	(Yes/No)	To be filled by the bidder
9.	If so, please give the address	Address and mention the number of years in operation from the local address	To be filled by the bidder

*Authorised signatory of the bidder***Name:****Designation:****Communication address:****Mobile no.:****e-mail ID:****Name of Firm:****Company Seal**

**TECH - 3:**

**Power of Attorney for Signing the Bid  
(if required)**

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

**POWER OF ATTORNEY**

Know all men by these presents, We, \_\_\_\_\_ (name of Firm/Company) incorporated under the laws of India and having its registered office at \_\_\_\_\_ do hereby constitute, nominate, appoint and authorize Mr./Ms. \_\_\_\_\_ (name), son/daughter/wife of \_\_\_\_\_ and \_\_\_\_\_ presently residing at \_\_\_\_\_ who is presently employed with/retained by us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the “Attorney”/“Authorized Representative”) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our bid titled “**NAME OF THE WORK**”, a Notice Inviting Tender (NIT) issued by the Kolkata Metropolitan Development Authority (the “KMDA”) and subsequently for our selection as successful bidder including but not limited to signing of proposals and other documents and writings, participating in pre-bid meeting and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Authorisation Agreement and undertaking consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of us Proposal for the said consultancy job and/or upon award thereof to us till the entering of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

For (Signature, Name, Designation and Address)

Witnesses:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

**Notarized**

Accepted (Signature, name designation and address of the Attorney)

**Instructions regarding Power of Attorney:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the executants(s) should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person
3. executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**TECH - 4:**

**AFFIDAVIT**  
**(BEFORE THE 1<sup>ST</sup> CLASS EXECUTIVE MAGISTRATE MENTIONING**  
**THE CORRECTNESS OF THE DOCUMENTS**  
**AND DECLARATION OF PENALTY, DEBARMENT ETC.)**

*(To be executed on Non-Judicial Stamp Paper of any value, not less than ₹50/-)*

I/We ....., do hereby solemnly affirm and declare as follows:

1. That I/we the ..... of the company in style and the name of “.....” which is situated at “.....” have duly authorized by and competent to affirm this affidavit on behalf of the said bidder.
2. That I/we are not being under ineligibility for corrupt or fraudulent practices.
3. That I/we were not blacklisted nor were any of the contract/services been debarred and/or terminated with/by any of the Central/State Government Ministries/Affiliates or UT Government/PSU Organisations for projects in India or elsewhere during the last 5 years, from the date of issue of the tender notices.
4. That I/we have not been declared insolvent/bankrupt or have not filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority in any country.
5. That our organisation/company have no arbitration exists with any Government Organisation during last 5 (five) years from the date of issue of the tender notices.
6. That all the submitted documents including statements uploaded in the tender are valid, genuine, true, correct and authenticate. Any information/statements uploaded in the tender if are found to be false/incorrect/fabricated/misrepresented/fraudulently made or concealed, the Bid will be liable to be rejected/cancelled/ terminated at any stage of the tender and the bidder shall also be liable to be prosecuted under relevant section of IPC/Bharatiya Nyaya Sanhiti and Indian Information and Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of EMD/ Security Deposit.
7. That I am a citizen of India.

*All above statements are true to the best of my knowledge and belief.*

Date: <insert date>

Place: <insert place>

*(Dated & Signature of the Tenderer)*

**TECH - 5:**

**CERTIFICATE**

*(To be submitted on Company Letterhead)*

I/We have inspected the sites of works and have made me/us fully acquainted with the local conditions in and round the sites of works. I/We shall be bound by conditions laid down in the Notice Inviting Tender, Special Conditions, Specification and also KMDA Form No. – 1. I/We have gone through the Schedule of Rates of Public Works Department, Government of West Bengal on Building Works for the year 2017, Sanitary, & Plumbing Works for the year 2017, Road & Bridge Works for the year 2018, Unified Schedule of Rates of Irrigation & Waterways Department for the year 2018, Schedule of Rates for Sewerage and Drainage Works, Water Supply Works and Solid Waste Management Works, 2018-2019, of Urban Development and Municipal Affairs Department and General Specifications, now in force in the Public Works Department, Government of West Bengal and the code of practice by ISI and shall follow them as required unreservedly. I/We shall also uniformly maintain such progress with the work, as any be directed by the Engineer-in-Charge of the work to ensure completion of the same within the target date.

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(Dated & Signature of the Tenderer)

**TECH - 6:**

**DECLARATION BY THE TENDERER**

*(To be submitted on Company Letterhead)*

- I. I / We have inspected the site of works and have made me / us fully acquainted with local conditions on and around the site of works. I / We shall be bound by the conditions laid down in the Notice Inviting Tenders, Special Terms & Conditions, Special Specifications, General Specifications, Specific Priced Schedule and also printed Tender Form No. – I (as amended). I/We have gone through the latest amended “P. W. D. (Roads) Schedule”, “P. W. D. (Bldg.) Schedule of Rates”, B. I. S. codes of practices, relevant MoRTH specification and IRC codes of practices of the Special Terms and Conditions. My / Our tenders is offered taking due consideration of all the stipulations of contract documents. I / We shall also uniformly maintain such progress with the works as may be directed by the Engineer – in – Charge of the work to ensure completion of same within the target date.
- II. My/Our Permanent Income Tax Account No. is .....
- III. My/Our Goods and Services Tax Registration No. is .....
- IV. a) I/We declare that I have no relative working under North Circle,  
SWM Sector of KMDA.
- b) I/We declare that the under noted personnel of North Circle,  
SWM Sector of KMDA is related to me/us.

Name	Relationship	Designation with office address
Sri .....	.....	.....

Postal Address with Telephone No.  
& Mobile No. of the tenderer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Dated & Signature of the Tenderer)

**TECH - 7:**

**Financial Capacity of the Applicant**  
(See Clause 5 of Detailed e-NIT)

**Applicant Type:** Single entity Applicant/Partnership Firm

**Name of the Firm:**

**Address:**

**Contact no.:**

**E-mail ID:**

(all figures are in ₹lakh)

Year	Financial Year 2021 - 2022	Financial Year 2022 - 2023	Financial Year 2023 - 2024	Average
<b>Total Annual Turnover</b>				
<b>Net worth</b>	<b>X</b>	<b>X</b>		<b>X</b>

**Instructions:**

- 1. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so would result in the proposal being considered as non-responsive.*
- 2. A certificate from Statutory Auditor or may be from any Chartered Account (CA) firm should be provided as supporting document certifying the Financial Pre-Qualification.*
- 3. Turnover certificate issued by the Chartered Accountant should bear UDIN.*

**Note:**

1. The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
2. For purpose of this NIT, turnover ("the turnover") shall mean the average of annual revenues from execution of the projects during the preceding three financial years from the due date of submission of this bid. This shall not include capital grants/capital subsidies/donations/salaries/dividend/bonus /commission and interest income.
3. For the purposes of this NIT, net worth (the "Net Worth") shall mean:
  - (a) In case of Private Limited/Limited Companies incorporated under the Companies 1956 (or the Companies Act 2013) (or equivalent Act in case of Foreign bidder) shall mean the sum of subscribed and paid up equity and all reserves created out of the profits and securities premium account after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation (as prescribed in the Companies Act 2013).
  - (b) In case of Partnership Firms means partners' capital plus reserve & surplus.
  - (c) In case of individuals, means sum of all assets less liability.

s

4. All entity, whether single or Partnership Firm, must submit their Financial Statement in the given format, and submit necessary papers/documents in support, for verification.

**SECTION 4:**  
**FINANCIAL PROPOSAL - STANDARD FORMS**

**FIN – 1:**  
**Covering Letter**  
(On Applicant's letter head)

(Date and Reference)

To  
The Superintending Engineer (Civil)  
North Circle  
Solid Waste Management Sector  
Kolkata Metropolitan Development Authority

Dear Madam/Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Notice Inviting Tender dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for [NAME OF THE WORK].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, i.e. 120 days from the last date of submission of bid.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this proposal.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]

\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Note:** The Financial Proposal is to be submitted strictly as per the BOQ given in the NIT.



**FIN-2:**  
**BILL OF QUANTITIES (BOQ)**

**(THIS IS TO BE SUBMITTED AS PER THE FORMAT PROVIDED IN FINANCIAL FOLDER AND  
ONLINE MODE ONLY)**

Sl. No.	Item	Quantity (in Ton)	Rate/MT	Total Amount (inclusive of all taxes & duties and GST) in Rs.
1.	Engagement of HCV (Heavy commercial Vehicle) & MCV (Medium Commercial Vehicle) open truck with tipping system for transportation of Garbage from different waste storage depots and disposal of same at specified transfer station/ treatment site/ disposal site. Cost includes hire charges of vehicle, fuel, required tools and plants and all other expenditure and head also. Vehicle should be of good condition in all respect. The both side board & rear board of the vehicle should have sufficient height of minimum 4'-0" from load body floor to avoid of spillage during transportation. During transportation of garbage vehicle should be covered with good condition polythene/Tarpaulin sheet in such a manner so waste is not visible from the outside & there should not be any littering on road. No extra payment shall be allowed for deployment of additional mechanical arrangement both at loading and unloading point.ing and ramming the bottom, bailing out water as required complete.  (a) Zone- "E" Radial distance from disposal ground to storage point-20KM to 25KM.	44,530.00	₹640.00	₹2,84,99,200.00
2.	Goods and Services Tax (GST) @ 0 % on Sl No. - 01	1	0	₹0.00
3.	Cess @ 1 % on Sl No. - 1 to 2	1	₹2,84,992.00	₹2,84,992.00
	Total: -			₹2,87,84,192.00
	<b>Rate to be quoted in percentage, in the Bill of Quantities (BOQ) in <u>FINANCIAL FOLDER ONLY</u></b>			

**Note:**

1. The bidder should quote percentage, in the Bill of Quantities (BOQ) in FINANCIAL PACKET ONLY.

**SECTION 5:  
TERMS OF REFERENCE (TOR)**

**A. SCOPE OF WORK:**

- i) The legacy/fresh Waste lying in different Secondary Collection Points/dumping ground at Ramchandrapur Bhagar, Ward No. 23, under Panihati Municipality, shall have to be transported to Dhapa dumping ground, under Kolkata Municipal Corporation (KMC), in an environmentally safe manner by using solid waste carriage vehicles with proper attachment of cover which shall arrest odour and visual discomfort while plying. The travel road distance from Panihati dumpsite to Dhapa dumping ground is 25km (approx).
- ii) Legacy/fresh waste should be transported only after obtaining approval of the competent authority. The waste collected and transported from Panihati dumpsite to Dhapa dumping yard must have requisite road challan and should have obtained permission of competent authority during transportation. Weight of legacy/fresh waste at collection points i.e., Secondary Collection Points/from the dumpsite at Ramchandrapur, Ward No. 23, and weight of same legacy/fresh waste at entry of Dhapa dumpsite shall be verified and must be properly recorded as per format in **Annexure- 8**. Also, for every trip the particulars like Vehicle no., dated Challan no., lifted quantity of waste at Panihati dumpsite/collection points, Unloaded quantity of waste at Dhapa dumpsite, time (in hrs) at Loading at Panihati dumpsite/collection points, time (in hrs) at Unloading in Dhapa dumsite, Travel Time, Signature of Agency Representative, Signature of ULB Nodal Engineer, Signature of KMDA Engineer in format prescribed in **Annexure- 8** shall have to be recorded in log book, a copy of which shall be available at all times in Panihati and Dhapa Dump Site for checking.

**B. THE RISKS AND COVERAGE BY INSURANCE SHALL BE:**

- i) Personal injury or death insurance for all Employees of Agency (in accordance with the statutory requirements applicable to India).
- ii) Loss or damage to any equipment or any public/private infrastructure at Panihati dumpsite/collection points or Dhapa dumpsite or any municipal area traversed during transportation shall be the sole responsibility of the bidder and compensation for the same shall have to be borne by the agency. Agency shall have necessary insurance for coverage of the same.

**C. STANDARD OPERATING PROCEDURE (SOP) AND GUIDELINES FOR TRANSPORTATION OF LEGACY AND/OR FRESH WASTE FROM ONE SITE TO ANOTHER SITE:**

1. Legacy/fresh wastes, either treated or partly treated or untreated (raw) can be transported from one location to another location in an environmentally safe manner by using specially designed solid waste carriage vehicles (carriers like, dumpers, tippers, trucks etc., with GPS tracking system) with proper attachment of cover.
2. Raw legacy/fresh wastes from any dumpsite or any collection points (primary/secondary) or any Garbage Vulnerable Points (GVPs), etc., can be transported to facilitate treatment/dumping (observing all requirements, laws and criterions of the site) to another dumpsite where proper weighing machine (weighbridge system) is installed and records can be obtained at any time, during the contract period.
3. Legacy/fresh wastes can only be transported with the approval of the competent authority.
4. Legacy/fresh wastes collected and transported from a dumpsite or any collection points (primary/secondary) or any GVPs, etc., to another dumpsite, must have road challan and permission

from competent authority during transportation. Weight of Raw legacy/fresh wastes at collection point and at the entry of other dumpsite, must be verified and ensured and to be properly recorded.

5. The vehicle(s) used for transportation should not bear any kind of advertisement/publicity banner, billboard etc. The vehicle(s) should be mandatorily covered and not visible to public.
6. The vehicle(s) transporting the waste should have adequate facility to prevent spillage of waste and leachate en-route to the Dhapa dumpsite.
7. The vehicle(s) transporting the waste must have arrangement for collection and storage of leachate.
8. The vehicle(s) for transportation of the waste must have mechanized arrangement for loading and unloading waste.
9. GPS tracking system shall be introduced in each vehicle to track the vehicle.

**SECTION 6:**  
**GENERAL CONDITIONS OF CONTRACT**  
**[West Bengal Form No. 2911]**

**Clause 1.**

**1.1 Earnest Money** - The person/persons who intend to participate in the Tender for an Estimated Amount up to ₹25 Crore (Rupees Twenty-Five Crore) shall have to deposit Earnest Money @ 2% (two percent) of the Estimated Amount put to Tender or Rs 10 Lakh, whichever is lower.

In case of offline tender earnest money is to be submitted in the form of Bank Draft or Bankers Cheque.

In case of Online Tender (e-Tender) earnest money is to be deposited through e- tender portal (<https://wbtenders.gov.in>) by selecting from either of the following payment modes:

- i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.
- ii) RTGS/NEFT in case of offline payment through bank account in any Bank with his/her tender/quotation as per Memorandum No. 3975-F(Y) dated: - 28.07.2016 of Secretary to the Government of West Bengal, Finance Department. The L1 bidder shall make the Formal Agreement after getting the Letter of Acceptance (LOA) issued by the Tender Accepting Authority. Failure to make the Formal Agreement within the time period as prescribed in the Letter of Acceptance (LOA) for the purpose, may be construed as an attempt to disturb the tendering process and will be dealt with accordingly in a legal manner as deemed fit including blacklisting the bidder.

**1.2 Security Deposit** - While making any payment to the person(s) whose tender has been accepted (hereinafter shall be called the contractor) for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute 10% of the tendered value of work actually done.

In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional amount is to be deposited for all such excess/and supplementary works beyond the tendered amount before payment of final bill.

Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be deducted from the security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Security deduction will not normally be required for hiring of inspection vehicles and boats etc., supply of tools & plants, furniture and computer peripherals. Separate agreement may be required in those cases, particularly for consultancy and RFP for EPC, which shall be made in standard formats to be approved by the Government.

After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period.

**Additional Performance Security** @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

### **Compensation for delay/Liquidated Damage**

**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, the contractor shall be bound in all cases, to achieve the 'Milestones' as defined under Clause 5 and specified in the NIT into various 'Identifiable and quantifiable construction related stages' pertaining to the work. In the event of the contractor failing to comply with any of the conditions related to achieving the 'Milestones' within the specified time period prescribed for such 'Milestone' plus one month, he/she shall be liable to pay compensation.

If the contractor fails to commence and/or maintain required progress viz. Milestones defined in the Notice Inviting Tender over the total time allotted for its full completion and in terms of clause 5 or fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other right or remedy available under the law on account of such breach, pay as agreed compensation to the implementing Department.

This will also apply to items or group of items for which a separate period of completion has been specified.

**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 or due to be withheld during imposition of the said clause and minimum payable compensation equivalent to the Earnest Money deposited (EMD).**

### **Action when whole of security deposit is forfeited**

Provided always, that the total amount of compensation for delay, to be paid under this clause shall not exceed 10% of the tendered value of work or the tendered value of the item or group of items of the work, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this contract, if the contractor catches up with the progress of work subsequently, part or full of the desired progress as per the contract in accordance with the decision of the Tender Accepting Authority, under powers delegated by Government to be communicated by the Engineer-in-Charge, the withheld amount shall be released. However, no interest, whatsoever, shall be payable on such withheld amount.

**Force majeure:** -If the work(s) be delayed for the following reasons: -

Due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer- in-charge to proceed with the works.

### **Contractor remains liable to pay compensation, if action is not taken under Clause 3**

**Clause 3.** Subject to other provisions contained in this clause, the Engineer-in-charge with the prior approval of Tender Accepting Authority, may, without prejudice to his/her any other rights, remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provision of the contract or otherwise, and whether the date of completion has or has not been elapsed, by notice in writing, absolutely determine the contract in any of the following cases:

- (i) If the Contractor has been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter;
- (ii) If the Contractor has without reasonable cause suspended the progress of work, or has failed to proceed with the work with due diligence so that, in the opinion of the Engineer-in-Charge he/she will be unable to secure completion of the work by the schedule date for completion, and continues to do so after a notice of seven days in writing from the Engineer-in-charge;
- (iii) If the Contractor fails to complete the work within the stipulated date or the Milestones/items of work within individual dates of completion, if any, stipulated on or before such date(s) of completion and does not complete them or reach the defined Milestones within the period specified in the notice given in writing to that effect by the Engineer-in-charge;
- (iv) If the Contractor persistently neglects to carry out his/her obligations under the contract and/or commits default by not complying with any of the terms & conditions of the contract and does not remedy it, or take effective steps to remedy it, within seven days after a notice in writing is given to him/her to that effect by the Engineer-in-Charge;
- (v) If the Contractor being an individual, or a firm, or any partner thereof, shall at any time be adjudged insolvent or have a 'Receiving Order' or Order for administration of his/her Estate made against him/her, or take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force, or make any conveyance or assignment of his/her effects or composition or arrangement for the benefit of his/her creditor or purport to do so, or if any application be made under Insolvency Act for the time being in force for the sequestration of his/her Estate, or if a trust deed is executed by him/her for benefit of his/her creditors;
- (vi) If the Contractor being a Company pass a resolution or the court delivers an order of judgement that the Company shall be wound up, or if a receiver or a manager on behalf of a creditor be appointed, or if a circumstance arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the court to issue a winding up order;
- (vii) If the Contractor shall suffer an execution order being levied on his/her goods and allows it to be continued for a period of 21 days;
- (viii) If the Contractor assigns without prior written approval of the Tender Accepting Authority, transfers, sublets (engagement of labour on piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire work or any portion thereof without prior written approval of the Engineer-in-charge;
- (ix) AND THEREFORE, the Contractor has made himself/herself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Government with the prior approval of Tender Accepting Authority, shall have the powers to adopt any of the following actions, as he/she may deem best suited to the interest of the Government: -

- (a) To determine the contract as aforesaid, of which rescission notice in writing and costs to be recovered for works since executed subject to a minimum of the amount of Earnest Money deposited by the Contractor under the hand of Engineer-in-charge, shall be the conclusive evidence. Upon such determination, the Earnest Money Deposit, Security Deposit already recovered for executed works and performance guarantee, if any under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- (b) After giving notice to the Contractor to measure up the work executed and to take such whole or the balance or part thereof, as shall be un-executed out of his/her hands, and to give it to another Contractor to complete the balance work. The Contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.
- (c) To employ labour paid by the implementing Department, and to supply materials, to carry out the works or any part of the work, debarring the contractor and debiting the cost of labour and price of materials (of the amount of which cost and price determined by certificate of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him/her 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/her contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

### **Contractors remains liable to pay compensation if action not taken under Clause 3**

In the event of above course being adopted by the Engineer-in-charge, the Contractor shall have no claim of compensation for any loss sustained by him/her by reason of his/her having purchased or procured any material or entered into any engagement or made any advances on any account or with a view to execute the work or the performance of the contract. In case, action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract, unless and until the Engineer-in-charge has certified in writing that the performance of such work and value payable in respect thereof, and he/she shall only be entitled to be paid the value so certified.

**Clause 3A.** In case, the work cannot be started due to reasons not within the control of the Contractor within 1/4<sup>th</sup> (one fourth) of the stipulated time for completion of the work or 45 days whichever is less, which is accepted as a valid & justified reason by the Tender Accepting Authority, either party viz. Contractor & the Engineer-in-Charge may close the contract with the approval of Tender Accepting Authority. In such an eventuality, the earnest money deposited and the security of the contractor shall be refunded, but no payment on account of interests, loss of profit or damages etc. shall be payable at all.

**Clause 3B.** In case a continuing work cannot be completed due to reasons beyond the control of the contractor, like Force Majeure enumerated later under Clause 5, the contract may be terminated as stated in Clause 3A above by the Engineer-in-Charge with the consent of the contractor and approval of the Tender Accepting Authority.

### **Power to take possession of or require removal of or sell Contractor's plant**

**Clause 4.** In cases in which any of the powers conferred upon the Engineer-in- Charge under Clause 3 hereof shall have become exercisable and the same had not been previously exercised, non-exercising thereof shall not constitute as a waiver of any of the conditions hereto, 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/she is declared liable to pay compensation amounting to whole of his/her security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force either of the powers under ix (a) or (c) vested with him/her under the preceding clause, he/she may if he/she so desires, 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/her and intended to be used for execution of the work, or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof, shall be final and binding. Otherwise, the Engineer-in-Charge may deliver notice in writing to the contractor or his/her clerk, foreman or other authorized agent, requiring him/her 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 Engineer-in-Charge may remove them at the contractor's expense or sale them by public auction or private sale on account of the contractor and at his/her risk, in all respects, and the certificate of the Engineer-in-Charge as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

**Clause 5.** The time allowed for execution of a work as specified in the 'Schedule of Work' or in the extended time in accordance with the terms and conditions shall be the essence of the contract. Execution of work shall commence from such time period as mentioned in the said schedule, or from the date of handing over of the site to the contractor whichever is later. If the contractor commits default in commencing execution of the work as aforesaid within thirty days, without justifiable reasons included under Force Majeure or other such reasons beyond the control of the contractor, in which case to be reported within seven days by the contractor, considered valid and cogent by the Engineer-in-Charge, the Engineer-in-Charge shall after passing of thirty days from the date of scheduled commencement of work as per work order, with the prior approval of the Tender Accepting Authority, without prejudice to any other right to remedy available in law, be at liberty to apply clause 2 and subsequently clause 3 of the tender document.

5.1. As soon as possible after the contract is executed, signed and agreed, the contractor shall submit a 'Time and Progress Chart' for each broad activity (Milestone) and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time slated in the Notice Inviting Tender (NIT) document, for completion of items or group of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work. This may be amended, as necessary, by an agreement between the Engineer-in-Charge and the contractor within the limitations of time imposed in the NIT document. Further, to ensure good progress during execution of work, the contractor shall in all cases, in which the time allowed for any work exceeds one month (save and except for special jobs for which a separate programme has been agreed upon) to complete the work as per defined 'Milestones' given in such 'Schedule of Work' defined clearly in the NIT itself into various 'Identifiable and quantifiable construction related stages' related with the type and nature of work, and that the 'total time allowed for completion of work' is to be broken up against achievement of those stages during the construction / progress of work to ensure a periodic monitoring of progress and enable the contractor and the Engineer-in-Charge to take corrective measures from time to time.

5.2. If the work(s) be delayed by:

Force majeure, due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, strike or lockout affecting procurement of construction materials or any of the trades employed in the work, or any other cause which in the absolute discretion of the Engineer-in-Charge is beyond the contractor's control, then upon happening of any such event causing delay, the contractor shall immediately give notice in writing to the Engineer-in-Charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3. Request for rescheduling of 'Milestones' of various activities and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay in the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.



- 5.4. If any such case the Engineer-in-Charge, with the approval of Tender Accepting Authority, may give a fair and reasonable extension of time and reschedule the activity wise 'Milestones' for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge with the approval of Tender Accepting Authority in writing within maximum 1 (one) month of the date of receipt of such request.

### **Final Certificate**

**Clause 6.** On completion of work, the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until and unless the contractor shall have removed from the work premises on which the work is executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from wood works, doors, windows, floors, or other parts of any building, upon or about which the work is 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 completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he/she thinks fit, and clean off such dirt as aforesaid; and the contractor shall forthwith be bound to 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.

### **Payment on inter- mediate certificates to be regarded as advances**

**Clause 7.** No running account bill payment shall be normally made for works less than 30 (Thirty) percent of Tendered Value or up to Rs 25.00 lakh, whichever is less, till after the whole of the work shall have been completed and certificate of completion given. For works of tendered value above Rs 25.00 lakh, for running account bill payment, the contractor shall on submitting a bill of at least Rs 25.00 lakh there for, be entitled to receive a payment proportionate to the part thereof, 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 against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final measured bill payment only and not as payments for work actually done and completed, and shall not preclude the bad, unsound, and imperfect or unskillful work which is to be removed and taken away and reconstructed, or re-erected or to be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge 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-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

### **Bills to be submitted monthly**

**Clause 8.** Works bill shall be submitted by the contractor each month, after fulfilling above clause, on or before the date fixed by the Engineer-in-charge, for all works executed during the previous month, and the Engineer-in-charge shall take or cause to take 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 fourteen days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a Junior Engineer to measure up the said work in presence of the contractor, whose countersignature in the measurement book 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.

Within 10 (Ten) days of completion of work, the contractor shall give notice of such completion to the Engineer-in-charge and within 14 (Fourteen) days of receipt of such notice, the Engineer-in-charge shall inspect the work, and if there is no defect in the work, he/she shall furnish to the contractor a final certificate of completion. Otherwise, a provisional certificate of physical completion indicating defects (a) to be rectified

by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. Such reduced rate is to be imposed with the approval of Superintending Engineer concerned.

**Clause 8A.** When annual repair and maintenance work is carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floors, windows shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters, or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case, the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other contractor. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

**Clause 8B.** The Contractor shall submit completion Plan/Drawing as required in the 'General Specification' for Civil as well as Electrical Works as applicable within 30 days of completion of the work.

### **Payments of contractor's bills to Banks**

**Clause 9.** The Contractor shall submit all bills in printed forms, as per format prescribed by Government of West Bengal, in the office of the Engineer-in-Charge, and the charges in the bills shall always be entered at the rates specified in tender or in case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at rates thereafter provided for such work.

**Clause 9A.** (1) Payments due to the contractor may, if so desired by him/her be made to his bank through e-Pradan, details of which has to be directly furnished to the Engineer-in-charge.

While the online receipt given by such Banks shall constitute a full and sufficient discharge/acquittance for the payment, the contractor should wherever possible present his/her bills duly receipted and discharged through his/her Banker/s.

(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 the Government is concerned. As a part of the arrangement, the financing Bank should give the Government a letter to this effect.

Note 1. The procedure will not affect the usual rights of the Government to deduct from contractor's bill, (whether endorsed in favour of a Bank or not) any sum due to Government of account of penalties, over-payments etc., on this or any other contract with the Governor of the State of West Bengal.

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

### **Stores supplied by Government**

**Clause 10.** If the specification or estimate of the work provides for use of any special description of material to be supplied by the Engineer-in-Charge, (such materials & stores and the prices to be charged there for 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 and stores as is required from time to time to be used by him/her for the purpose 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 proceeds of sale thereof; if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such material

unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his/her hand, he/she shall so require; but the contractor shall not be entitled to return any such material unless with such consent, and shall have no claim for compensation on account of any such material so supplied to him/her as aforesaid being unused by him, or for any wastage or damage to any such material.

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

**Clause 11.** The Contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both, as regards to materials and otherwise, in every respect, in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design and drawings, and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his/her office, 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/she so require, be entitled at his/her own expense to make or cause to be made copies of the specifications, and of all such design, drawings and instructions as aforesaid.

**Alteration in specification and designs do not invalidate contract  
Rates for works not in tender BOQ/SoR**

**Clause 12.** The Engineer-in-Charge shall have powers to make any alteration in, omission from, addition to, or substitution for, the original specifications, drawings, designs and instructions, that may appear to him/her to be necessary or recommended by Superintending Engineer or the Chief Engineer during the progress of work, and the contractor shall be at all times be bound to carry out these works, in accordance to any instructions which may be given to him/her in writing, signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed a part of the work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as a part of the work shall be carried out by the contractor on the same conditions in all respects on which he/she agreed to do the main work, and at the same rates, if any, may be specified in the tender for the main work. Time for the completion of the work shall be extended in the proportion that the altered, additional, or substituted work bears to the original work contract, 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 the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of concerned Works Department applicable in the district, which was in force at the time of acceptance of the contract, minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the said schedule of rates, payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the aforesaid schedule of rates, or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in-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 any altered, additional, or substituted work under this clause, the decision of the Superintending Engineer shall be final and binding.

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

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

#### **Action and compensation payable in case of bad work**

**Clause 14.** If it shall appear to the Engineer-in-charge or his/her subordinate engineer 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 the Contractor, for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same 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 or articles so specified and provide other proper and suitable materials or articles at his/her own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his/her demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate put to tender / on up to date executed work value for every day not exceeding ten days, while his/ her 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 respects of the contractor.

#### **Work to be open to inspection**

##### **Contractor or his/her responsible agent to be present**

**Clause 15.** All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-Charge and all his/her subordinates and also higher Officers/Authority of the Government and the contractor shall at all times during the normal working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his/her subordinates to visit the work site shall have been given to the contractor, either himself/herself 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 it had been given to the contractor himself/herself.

#### **Notice to be given before work is covered up**

**Clause 16.** The Contractor shall give, not less than five days' notice in writing to the Engineer-in-charge or his/her subordinate in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work, in order that 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/her 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 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 for imperfections for 180 days after certificate**

**Clause 17.** If the Contractor or his/her workers or authorized representatives shall break, deface, injure or destroy any part of the structure in which they may be working or any building, road, road curbs, fence, canals, water pipes, cables, drains, electric or telephone posts or wires, trees, 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 whatever or any imperfections become apparent in it at any time, whether during its execution or within a period of six months after issuance of a certificate of its completion by the Engineer-in-Charge, the contractor shall make the same good at his/her own expense, or in default, the

Engineer-in-Charge may cause the same to be made good by other workers, and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final and binding) from any sums, whether under the contract or otherwise, that may be then, or at any time thereafter become due to the contractor by the Government or from his/her security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof, and if the cost in the opinion of the Engineer-in-Charge whose opinion shall be final and conclusive against the contractor, making such damage or imperfections good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess costs from the contractor in accordance with the procedure prescribed by any law for the time being in force.

**Clause 17A.** 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, assisting in the joint measurement or examination at any time and from time to time of the work or materials. Failing his/her 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/her Security Deposit or the proceeds of sales thereof or of a sufficient portion thereof. The Contractor shall also provide all necessary fencing / barricading / providing caution boards etc. and light required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in such suit, actions or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such persons.

**Clause 18A.** In every case in which by virtue of the provisions under sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the implementing Department is obliged to pay compensation to a workman employed by the contractor, in execution of the works. The implementing Department will recover from the Contractor the amount of compensation so paid; and without prejudice to the rights of the Department under sub- section (2) of section 12, of the said Act, implementing Department 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 implementing Department to the Contractor whether under this contract or otherwise. The implementing Department shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his/her giving to the implementing Department full security for all costs for which the Department might become liable in consequence of contesting such claims.

**Clause 18B.** In every case in which by virtue of the provisions under 'The Contract Labour (Regulation & Abolition) Act 1970', and its amendments and rules, the implementing Department is obliged to pay amount of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, executing Department will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the executing Department under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, executing Department 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 Executing Department to the Contractor whether under this contract or otherwise and the executing Department shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of section 21, of the said Act, except on the written request of the Contactor and upon his/her giving to the implementing Department full security for all costs for which the Department might become liable in contesting such claim.

## **Labour**

### **Payment of minimum Wages to Labour**

**Clause 19.** The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970, before the commencement of the work, and continue to have valid licenses until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Fatal Accident Act, 1855, Personal Injuries (Compensation Insurance) Act, 1970.

The Contractor shall also comply with the provisions of the 'Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996' and 'The Building and Other Construction Workers Welfare Cess Act, 1996'. Failure to fulfill these requirements shall attract penal provisions of the contract, arising out of the resultant non-implementation of such provisions.

**Clause 19A.** No labour/s below the age of eighteen years shall be employed in the work and the contractor shall abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986. Employment of female labour/s in works in the neighborhoods of sensitive barracks should be avoided as far as possible.

**Clause 19B.** The Contractor shall pay to labours employed by him/her either directly or through Sub-Contractors, wages not less than fair wages as defined by the Labour Commissioner of the State Government under 'Minimum Wages Act, 1948', Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable.

The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him/her.

In respect of all labourers directly or indirectly employed in the works for performance of the Contractor's part of the contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by the State Government/ Government of India, from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions made without authority, maintenance of wage books or wage slips, publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters likewise in nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, Minimum Wages Act, 1948, wherever applicable.

- a) The Engineer-in-Charge concerned 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 reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his/her/their wages which are not justified by their terms of the contract or non-observance of the regulations.
- b) Under the provision of Weekly Holidays Act, 1986, the contractor is bound to allow to the labours, directly or indirectly employed in the work, one day rest for 6 days of continuous work, and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge concerned.

The contractor shall also comply with the provisions of the 'Employees Liability Act, 2008', Workmen's Compensation Act and 'Maternity Benefits Act' or the amendments thereof or any other law relating thereto, and the rules made there under from time to time.

The Contractor shall indemnify and keep indemnified the implementing Department against payments to be made under and for the observance of the laws aforesaid and PW Contractor's Labour Regulations without prejudice to this right to claim indemnity from his/her sub-contractors.

The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Whatever is the minimum wage for the time being, or if the wage payable is higher than minimum wage, such wage shall be paid by the contractor to the workers directly without the intervention of any Dafadar, and that Dafadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workers as and by way of commission or otherwise.

The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Dafadar from the wage of workers.

**Clause 19C.** In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his/her own expenses, arrange for the safety provisions as framed from time to time by the competent authority, and shall at his/her own expense provide all facilities in connection therewith. In case the contractor fails to make arrangement, and fail to provide necessary facilities as aforesaid, he/she shall be liable to pay a penalty of Rs. 2000/- for each default, and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in their behalf, from the contractor.

**Clause 19D.** For the works above Rs. 2.0 crore, the Contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively-

The number of labourers employed by him/her on the work, their working hours, and the wages paid to them;

Accidents that had occurred during the said fortnight showing the circumstances under which it had happened, and the extent of damage and injury caused by them, and the number of female workers who have been allowed maternity benefits according to Clause 19F of the contract and the amount paid to them;

Failing which the contractor shall be liable to pay to the Department, a sum not exceeding Rs. 2000/- for each default or materially incorrect statement. The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and would be binding on the contractor.

**Clause 19E.** In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements of workers employed by the contractor.

**Clause 19F.** In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Rules for the protection of health and sanitary arrangement for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/she shall, without prejudice to any other liability, pay to the Department a sum not exceeding Rs. 2000/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractors defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of five per cent of the tendered value. The decision of the Engineer-in-charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge that the contractor(s) is/are not properly observing and complying to the provisions of the Contractor's Labour Regulations and Rules, The Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act 1970, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as 'the said Rules') the Engineer-in-charge shall have the power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/her own expense and to approved standards all necessary hutments and sanitary arrangements required for his/her/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said hutments and sanitary arrangements be remodeled and/or reconstruct such hutments and sanitary arrangements according to approved standards, and if the contractor(s) shall fail to remodel or

reconstruct such hutments and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such hutments and sanitary arrangements according to approved standards at the cost of the contractor(s).

**Clause 19G.** The contractor shall comply with all the provisions of The Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees Liability Act, Industrial Dispute Act and Maternity Benefit Act, 1961, as amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force by the appropriate authority from time to time.

**Clause 19H.** The Engineer-in-charge may require the contractor to remove from the site of work, any person or persons engaged/assigned or employed by the contractors upon the work who may be determined as insane or incompetent or misconducts himself/herself, and the contractor shall forthwith comply with such requirements.

**Clause 19I.** It shall be the responsibility of the contractor to see that the building/ structure under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-charge with vacant possession free from encumbrances in entirety, if such buildings/structures through completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/structure in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Engineer-in-charge whose decision shall be final both with regard to the justification and quantum and shall be binding on the contractor.

However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupations, any time on or before construction and delivery.

#### **Work on Sundays**

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

#### **Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent**

**Clause 21.** The contract shall not be assigned or sublet without specific orders from Government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall 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 there for actually performed under the contract.

#### **Sum payable as compensation to be considered as reasonable 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 Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

#### **Changes in constitution of firm**

**Clause 23.** Where the contractor is a partnership firm or a consortium, prior approval in writing of the



Engineer-in-Charge shall be obtained for any change made in the constitution of the firm/consortium. Where the contractor is an individual or a Hindu Undivided Family (HUF) business concern, such approval as aforesaid shall likewise be obtained, before the contractor enters into any partnership agreement/Memorandum of Articles whereunder the partnership firm/consortium would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract is liable to be rescinded.

#### **Works to be under direction of Engineer-in- Charge**

**Clause 24.** All works to be executed under the contract shall be executed under the direction of Engineer-in-Charge. Further instructions/advice, if felt necessary by Superintending Engineer/ Chief Engineer, shall also be binding to be communicated by the Engineer-in-Charge.

#### **Settlement of disputes - Dispute Redressal Committee'**

##### **Clause 25. Settlement of Disputes and Arbitration:**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Departmental Dispute Redressal Committee, in writing, for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three months from the date of receipt of the Contractor's letter.

The Dispute Redressal Committee in each of the Works Departments shall be constituted with the following officials as Members:

(1)	Secretary/Engineer-in-Chief of the Department concerned	Chairman
(2)	Joint Secretary/Deputy Secretary/any Officer of equivalent rank of the Department	Member
(3)	One Designated Chief Engineer/Engineer of the Department to be nominated by the Department concerned	Member Secretary and Convenor
(4)	One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Advisor in case of the Works Department where FA system has been introduced	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

If the parties fail to arrive at any conclusion, in that situation the legal steps in accordance with the Law of the Land/India may be taken and courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes or if both the parties agreed to do so, it may be referred to Arbitration. If both the parties do not agree to refer to Arbitration, or if the dispute cannot be amicably settled, then legal steps in accordance with the laws of India may be taken and courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes.

**Clause 26.** The contractor shall fully indemnify and keep indemnified the implementing Department against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged

patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against implementing Department in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof by the implementing Department and the contractor shall be at liberty, at his/ her own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the implementing Department if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge this behalf.

### **Lump sum as in estimates**

**Clause 27.** When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of works 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, 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 where no specification**

**Clause 28.** In the case of any class of work for which there is no such specifications as referred to under Clause 11, such work shall be carried out in accordance with the latest Bureau of Indian Standards (BIS) specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per reputed manufacturer's specifications if accepted by the Engineer-in-Charge. If not available, then as per State Government/Union Government accepted and approved specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge which is approved by the Tender Accepting Authority.

### **Definition of works**

**Clause 29.** 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 constructed to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

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

**Clause 31.** The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions: -

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-charge;
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are, in the opinion of the Engineer-in-Charge, unsatisfactory.

**Clause 32.** The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the construction materials. The Contractor shall collect the total quantity of materials as per

approved programme required for the work as per approved programme, before the work is started and shall hypothecate it to the Engineer-in-Charge. If any material remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the contractor. Although the materials are hypothecated to Institute, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

The contractor shall be responsible for rectifying defects noticed within Defect Liability Period from the date of completion of the work and the portion of the security deposit relating to work shall be refunded after the expiry of Defect Liability Period.

### **Contractors Superintendence, Supervision, Technical Staff & Employees**

**Clause 33.** The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(es) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his/her approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site before start of work.

If the contractor (or any partner in case of firm/company) himself/herself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to the contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself/herself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his/her responsible authorized agent shall be actually available at site especially during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his/her designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked / test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall

submit a certificate of employment of the technical representative(s) along with every running account bill / final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who, in his opinion, misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

**Clause 34. "Levy / Taxes Payable by Contractor"**

- (i) GST, Building and other Construction Workers' Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the Contractor and Engineer-in- Charge shall not entertain any claim whatsoever in this respect.
- (ii) The contractor shall deposit Government Royalty and obtain necessary permit for supply of the sand, stone chips, red bajri, sand stone, river bed materials etc. from local authorities, if those are directly procured from quarry sites.

In case materials are procured from secondary sources, certificates of quarry owners to the effect of payment of royalties and Cess would have to be furnished. In absence of such certificates towards payment of Royalties and Cess such components shall be deducted from the contractor's bills at prescribed rates and deposited through 'GRIPS' portal or otherwise, in the designated Government Treasuries/PAO.

If pursuant to or under any law, notification or order, any Royalty, Cess or the like becomes payable by the implementing Department and does not at any time become payable by the contractor to the State Government/Local appropriate authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Department and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

**Clause 35.**

- (i) All tendered rates shall be inclusive of statutory taxes and levies payable under respective statutes. However, if any further tax or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid. Provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Department and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in- Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this

condition, together with all necessary information relating thereto.

**Clause 36.** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge shall have the option of terminating the contract without compensation to the contractor, but would be liable to clear full dues and claims on work done to his/her legal successor/s.

**Clause 37.** The contractor shall not be permitted to tender for works in which his near relative is posted as in any capacity between the grades of the Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him/her in any capacity or are subsequently employed by him/her and who are near relatives to any Official in the Institute. Any breach of this condition by the contractor would render him/her liable to be removed from the approved list of contractors of the Department. If however the contractor is registered in any other Department, he/she shall be debarred from tendering in the Department for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, own parents and grandparents, own children and grandchildren, own brothers and sisters, own uncles, aunts and first cousins and their corresponding in-laws.

**Clause 38.** No engineer of Gazetted Rank or other Gazetted Officer employed in engineering or administrative duties in the Government shall work as a contractor or employee of a contractor for a period of one year after his/her retirement from Government service without the previous permission of Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**Clause 39.** The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him/her to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge concerned. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Air Force Officers or the Engineer-in- Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he/she shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-charge.

**Clause 40.** The contractor shall comply with the provisions of the Apprentices Act, 1961 and the Apprenticeship Rules, 1992 and orders issued thereunder from time to time. If he/she fails to do so, his/her failure will be a breach of the contract and the Engineer-in- Charge may, in his/her discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him/her of the provisions of the said Act.

#### **Clause 41. Procedure for Suspension and Debarment of Supplier, Contractors and Consultants**

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in Government procurement for offences or violations committed during competitive bidding and contract implementation, for the works under different Departments of Government of West Bengal.

##### **Grounds for Suspension and Debarment: -**

- (1) Submission of eligibility requirements containing false information or falsified documents.
- (2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- (3) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
- (4) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour.
- (5) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.
- (6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
- (7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- (8) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.
- (9) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
- (10) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.
- (11) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause.
- (12) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.
- (13) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by the Administrative Department, Government of West Bengal for procurement) or its representative(s) pursuant to the implementation of the Contract.
- (14) For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following acts by the Consultant shall be construed as poor performance.
  - (i) Non-deployment of competent technical personnel, competent Engineers and/or work supervisors;
  - (ii) Non-deployment of committed equipment, facilities, support staff and manpower;
  - (iii) Defective design resulting in substantial corrective works in design and/or construction;
  - (iv) Failure to deliver critical outputs due to consultant's fault or negligence;

- (v) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;
  - (vi) Allowing defective workmanship or works by the Contractor being supervised by the Consultant.
- (15) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.
- (16) Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

**CATEGORY OF OFFENCE: -**

- (A) First degree of offence: 1 to 16 of the above Clause-41 to be considered as First degree of offence.
- (B) Second degree of offence: Any one of the offences as mentioned under 'A' above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

**PENALTY FOR OFFENCE: -**

- (I) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 2 (two) years.
- (II) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 3 (three) years.

**PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS**

**(1) Initiation of Action, Notification and Hearings:**

Any Bidder or procurement authority on his own or based on any other information made available to him may invite the process of suspension/debarment proceedings by filing a written application with the Bid Evaluation Committee and such filing of written application has to be done within forty-eight hours from the date and time of publication of the result of technical evaluation of any bid.

- (a) Upon verification of the existence of grounds for suspension/debarment, the Chairperson of Bid Evaluation Committee shall immediately notify the bidder concerned either electronically through his registered e-mail or in writing to his postal address, advising him that:
  - i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/debarment.
  - ii) He has been recommended to be placed under suspension/debarment by the suspension committee (as constituted by the respective Administrative Department) stating the ground for such.
  - iii) The said bidder, within three days from the date of issue of such notification by the Bid Evaluation Committee, may approach the Chairperson of Suspension Committee by

submitting all required documents in his favour for hearing. Any application made thereafter would not be entertained.

Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee.

- (b) After receiving the recommendation for suspension from Bid Evaluation Committee, Suspension Committee shall issue a notice to the alleged bidder electronically through his registered e-mail id, to submit all relevant documents in support of his defense within three working days after issuance of the notice of the Suspension Committee. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or if after hearing sufficient ground for suspension is found, the Suspension Committee, will suspend the alleged bidder from participating in the procurement process under the Administrative Department for a period of six months from the date of issuance of suspension order. The Chairperson of the

Suspension Committee shall issue the suspension order within seven days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The Chairperson of Suspension Committee shall also inform the decision to all concerned.

If sufficient reason for suspension is not found, the Suspension Committee would reject the recommendation of Bid Evaluation Committee and would allow the bidder to take part in the tendering process.

If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the Debarment Committee for further action.

- (c) The Debarment Committee upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary order within ten working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for orders of Debarment. The Department in due course will issue Debarment Order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement of all projects under the Administrative Department for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Suspension Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

#### **PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE: -**

- (A) Upon termination of contract due to default of the Bidder, the Engineer-in-Charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged Bidder along with a detailed report stating clearly the reasons for debarment to the Debarment Committee within 30 (thirty) days from the date of termination of contract. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. The Chairperson of Bid Evaluation Committee shall also inform the decision to all concerned.
- (B) The Debarment Committee upon receipt of the recommendation of Bid Evaluation Committee shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the Bidder and issue necessary order within 10 (ten) working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for the order of debarment. The Department in due course will issue debarment order



disqualifying/prohibiting the erring Bidder from participating in the bidding/procurement of all projects under the Administrative Department, Government of West Bengal for a specified period. The alleged Bidder shall be intimated accordingly either electronically to his registered e- mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

**STATUS OF SUSPENDED / DEBARRED BIDDER: -**

- (a) Bidder placed under Suspension/Debarment by the competent authority will not be allowed to participate in any procurement process under the Administrative Department within the period of suspension/debarment. The earnest money of the suspended Bidder shall stand forfeited to the Government.
- (b) If the Suspension/Debarment Order is issued prior to the date of issue of “Letter of Acceptance”, “Letter of Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract” etc. for any Bid, the Suspended/Debarred Bidder shall not be qualified for Award for the said Bid and such Procurement Process will be dealt with as per existing norms by simply excluding the erring Bidder.
- (c) If the Suspension/Debarment Order is issued after award of a Government Project/Contract to the Debarred Bidder, the awarded Project/Contract shall not be prejudiced by the said Order provided that the said offence(s) committed by the Debarred Bidder is not connected with the awarded project/contract.

**Clause 42.** Executive Engineer of the concerned Division will be the Engineer-in-Charge in respect of the Tender contract and all correspondences concerning rates, claims, change

in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him. Instructions given by the Assistant Engineer and the Junior Engineer on behalf of the Engineer-in-Charge (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship shall also be valid. In case of dispute relating to specification and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however invariably take decisions relating to tender contract or as mentioned in the relevant rules and clauses of the contract document with the approval of the Tender Accepting Authority.

**Clause 43.** Acceptance of the Tender will rest with the Tender Accepting Authority without assigning reason thereof to the bidder. The accepting authority reserves the right to reject any or all of the tenders without assigning any reason thereof to the bidder/contractor.

**Clause 44.** In the event of acceptance of Lowest Rate, no multiple Lowest Rates will be considered for acceptance by the Department. In such cases, the Tender will be cancelled.

**Clause 45.** In the event of conflicting different clauses, the clauses in the e-NIT will prevail.

**Clause 46.** Engineer-in-Charge shall not entertain any claim whatsoever from the Contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land.

**Clause 47.** Engineer-in-Charge shall not be held liable for any compensation due to machines becoming idle or any circumstances including untimely rains, other natural calamities, like strikes etc.

**Clause 48.** Imposition of any Duty/Tax/Octroi/Royalty etc. whatsoever of its nature (after work order / commencement and before final completion of the work) is to be borne by the contractor/bidder. Original challan of those materials, which are procured by the bidder, may be asked to be submitted for verification.

**Clause 49.** Cess @ 1% or as amended time to time of the cost of construction works shall be deducted from the Gross value of all Works Bill in terms of Finance Department order. Also, it is instructed to register his/her establishment under the Act, with the competent registering Authority, i.e. Assistant Labour Commissioner / Deputy Labour Commissioner of the region.

**Clause 50.** No Mobilization/Secured Advance will be allowed unless specified otherwise in the contract.

**Clause 51.** Valid PAN issued by the Income Tax Department, Government of India, valid 15-digit Goods and Services Tax Payer Identification Number (GSTIN) under GST Act 2017, 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/Bidder. No extra payment will be made as a reimbursement or as compensation for these. The rates of supply and finished work items are inclusive of these taxes and charges.

**Clause 52.** All working Tools & Plants, Scaffolding, Construction of Vats & Platforms and arrangement of Labour Camps will have to be arranged by the Contractor at his/her own cost.

**Clause 53.** The Contractor shall supply Mazdoors, Bamboos, Ropes, Pegs, Flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.

**Clause 54.** The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rises in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The Contractor will not be entitled to any claim or extra rate on any of these accounts.

**Clause 55.** 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 Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.

**Clause 56.** The work will have to be completed within the time mentioned in the e-NIT. A suitable Work Programme based on time allowed for completion of work as per e-NIT 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, within 7 (seven) days from the date of receipt of work order, the names of his authorized representatives who are to remain present at site daily during work execution who will receive instructions of the work, sign measurement book, bills and other Government papers etc.

**Clause 57.** No compensation for idle labour, establishment charge or on other reasons such as variation of price indices etc. will be entertained.

**Clause 58.** All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible.

Proper road signs as per PWD practice or any other sign board for safety purpose as per requirement by the concerned Administrative Department will have to be erected by the Contractor at his own cost while operating in public thoroughfares.

**Clause 59.** The Contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract.

**Clause 60.** The Contractor will have to accept the Work Programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable items are completed before impending monsoon or rise in river flood water level or for other suitable reasons.

**Clause 61.** 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 or supplementary new items of work as decided by the Department, approval of the Superintending Engineer / Chief Engineer / Government would be required, depending on whosoever be the Tender Accepting Authority, before making such payment.

**Clause 62.** In order to cope up with the present system of e-billing, supply of departmental materials is generally not allowed. However, if in special circumstances, Departmental materials may be issued to the Contractor/Bidder to the extent of requirements as assessed, those may be recovered from the Running Account Bill and/or Final Bill, as applicable.

**Clause 63.** Any material brought to site by the contractor is subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Assistant Engineer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo Jute Filter etc., if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted on each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.

**Clause 64.** For all items of contract jobs requiring skilled labour, the contractor shall have to employ 70% (Seventy Percent) of skilled labour locally. In case the Contractor fails to recruit skilled local labour, the Contractor shall employ skilled labour locally secured by Government in the manner indicated above. For bridge works, highly technical works of labour, the contractor may, with the prior permission in writing of the Engineer-in-charge to whom full facts must be placed for such permission, import and employ skilled labour up to 30% (Thirty Percent) of the total requirement. In this case the expression "Imported labour" shall mean "labour imported primarily from other States and secondarily, from the distant districts of the State of West Bengal." In case where the contractor fails to secure unskilled local labour or to engage imported labour, the contractor shall employ labour locally recruited by Government or labour imported by Government at the rate to be decided by the Superintending Engineer of the works concerned, whose decision as to the circumstances in which employment of such labour is of mutual advantage to Government and the contractor, will be final and binding on the parties.

**Clause 65.** All queries and disputes arising out of the works tender contract is to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15 days.

**Clause 66.** The contractor shall have to make his own arrangements for water, both for the work and use by his workers, etc., for road rollers and for all tools and plant, etc., required on the work.

**Clause 67.** Contractor will be responsible for the payments of all water charges payable to the Corporation Municipality / Panchayat or any other water works authority including a Government Department

concerned.

**Clause 68.** If the contractors 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 Engineer to consider it and the Contractor will be responsible for the consequences arising out of his negligence in this respect.

**Clause 69.** 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.

**Clause 70.** Contractors in the course of their work should understand that all 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.

**Clause 71.** In case of very special case of circumstances, if any Departmental materials are issued, there may be delay in obtaining the materials by the Department and the Contractor is, therefore, required to keep himself/herself 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 Department on account of delay in supplying materials.

**Clause 72.** No compensation for any damage done by rain or traffic during the execution of the work will be made.

**Clause 73.** Whenever a work is carried out in municipal area, electric lights or electric danger signals whenever 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 Department but the Contractor will bear all the expenses.

**Clause 74.** The Contractor should quote through rate inclusive of cost of materials and carriage to place of working.

**Clause 75.** The Contractors should give complete specifications showing the method of execution and the quantity and quality of materials they intend to use per hundred square metre area.

**Clause 76.** In cases where water is used by the Contractor he will be required to deposit 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.

**Clause 77.** It must be clearly understood by the Contractor that no claim on account of enhanced rates on those already accepted, due to fluctuations arising out of any situation 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.

**Clause 78.** Clause 78. In the event of emergency, the Contractor will be required to pay his labour every day and if this is not done, Government shall make the requisite payments as would have been paid by the contractor and recover the cost from the contractors.

### INCONVENIENCE OF THE PUBLIC

**Clause 79.** The Contractor(s) shall not deposit material on any site 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 inconvenience to the public or cause them to be removed at the contractor's cost.

**Clause 80.** 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.

**Clause 81.** 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 premises cleared of debris etc. And recover the cost from the bill of the contractor, if the latter shows slackness in observing this clause.

**Clause 82.** Construction materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

### INTERPRETATION OF CLAUSES

Governor means the Governor of the State of West Bengal and his/her successors. The Government means Government in the concerned Works Department.

The Department means the Secretary of the concerned Department or his/her authorized representative.

The Divisional Officer means the Executive Engineer of the concerned Works Department for the time being of the Division concerned, also identified as the Engineer-in-Charge.

The Sub-divisional Officer means the Assistant Engineer of the concerned Works Department for the time being of the Sub-division concerned. Junior Engineer equivalent to Section Officer of the Section concerned.

Superintending Engineer in the concerned works Department is the final Authority regarding Schedule of Rates and also the acceptance of Non-scheduled item rates arrived on the basis of market rate analysis for supplementary items, and the authority for approval of Reduced Rates and Part Rates. He is also the Tender Accepting Authority for works of value above Rs. 45.00 lakh and up to Rs. 2.00 crore under existing delegated power.

Chief Engineer in the concerned Works Department is the technical head of the Directorate and is also the Tender Accepting Authority for all works of value above Rs. 2.00 crore. Excess work over individual items comprising the original tender may be exceeded beyond 10% with the approval of concerned tender accepting authority and verified by the Superintending Engineer / Chief Engineer subject to the total value of work upon completion is within the technically sanctioned cost and that there is no major deviation from original scope of work in the tender. Any supplementary tender/item/work in connection with the main tender is to be taken up with the approval of the Tender Accepting Authority not below the rank of Executive Engineer. Such supplementary tenders above 10% of BOQ are to be executed only with the approval of appropriate Government irrespective of the value of tender.

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

Irrespective of the accepting authority, Divisional officer shall be the authority signing agreement for all tenders of value more than Rs. 3.00 lakh up to any amount on behalf of the State.

Schedule showing (approximately) materials to be supplied by the Engineer-in-Charge under clause 10:

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

Note 1- The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

## SECTION 7: SPECIAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) set forth in Section: 6 (under the nomenclature “General Conditions of Contract”, shall be modified to the extent provided here under as Special Conditions of Contract (SCC). Wherever the SCC is at variance with GCC, SCC will govern.

- SCC 1. The amount of **Security Deposit** shall be 10% of the contract value. The amount already deposited as Earnest Money Deposit (EMD) will be converted as initial security deposit. The successful bidder must submit the balance amount of 2% of the contract price, i.e., the tendered amount, if submitted EMD is less than 2% of the contract value, before execution of formal agreement. Balance security of 8% of the amount of each running account bill, will be recovered from each and subsequent bill till the balance of the amount of security deposit is realized

The Contractor wouldn't get any provision for refund of the Security Deposit by replacing equal amount of Bank Guarantee from any scheduled Bank, even after completion of the work.

No interest shall be payable on the deducted amount.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor/Agency as per relevant clauses of the contract will in no way be affected/ altered by the **Additional Performance Security**, which is 10% of the tendered amount, that has to be submitted by a successful bidder, if the accepted bid value is 80% or less of the estimated amount put to tender. The **Additional Performance Security** shall have to be submitted in form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of the contract (including Security Period), before issuance of the Work Order.

- SCC 2. Payment of contractors bills for works done shall be subject to availability of fund and delayed payments will not bear any interest.
- SCC 3. Contractor will supply all materials & equipment and deploy all vehicles etc. required for the performance of the contract. All materials supplied by the contractor shall conform to quality specified in relevant Schedule of Rates of PWD (Buildings Works/Roads & Bridges)/ I&WD/ISI standards and Schedule of Rates for Sewerage and Drainage Works, Water Supply Works and Solid Waste Management Works, 2018-2019 of Urban Development and Municipal Affairs Department, which shall be confirmed by Quality control Tests as per direction of the Engineer in charge.
- SCC 4.
- a) To ensure that the works are carried out in compliance with the technical specifications laid down under the contract, the contractor shall carry out necessary all Quality Control (QC) tests required as per relevant Indian standard (IS) specifications under the direction and supervision of Engineer-in-Charge or staff deputed by him.
  - b) In addition to the internal Quality Control (QC) tests as mentioned above, there shall be provision also for conducting Quality Control tests by a separate Quality Control Team deputed by the client/employer, if required, for which the contractor shall provide all facilities as and when notified by the Engineer-in-Charge. In the event of any item of working failing to meet the stipulated quality criteria as per the test carried out by the QC team, 25% of the amount due to the contractor in all his subsequent bills shall be deducted and shall not be released till such time as he rectifies the said defect.
  - c) The contractor shall arrange all equipment for the Quality Control equipment required as per relevant IS publication and carry out installation of the same as required for performance of Quality Control tests and as per direction of the Engineer-in-Charge.

SCC 5. The security period shall be 6 (six) months for the date of certification of completion of works. All sites/vulnerable working points are to be cleared in all respect, during the during the security/liability period, by the contractor at his own cost.

SCC 6.

- a) The contract must not be sublet.
- b) No labour under 14 years of age shall be employed in the work. All labourers employed shall be paid at rates not less than those generally paid for similar work in the neighbourhood. The contractor must employ in the execution of contract only Indian citizen as workers.
- c) If the work is not started within 7 (seven) days from the date of written formal work order for commencement of work, the security deposit will stand forfeited to the employer and such failure to commence work in time will make him liable to other action as per clauses of the contract agreement.
- d) The work shall be carried out with diligence and promptness according to the specification in all cases, to the requirements program, quality of work and materials etc.
- e) The contractor should thoroughly acquaint himself with all the clauses of the contract and agree to the conditions laid down therein and in this Tender document.
- f) The rates shall be provided for the finished items of work including cost of materials, labour and transportation which shall also include the cost of various sundries and contingencies and no extra amount will be admissible to the contractor for these –
  - i. The contractor shall include the cost of labour, camps or huts when necessary in suitable place including conservancy and sanitary arrangements therein to the satisfaction of local Public Health authority.
  - ii. Suitable water supply arrangements for staff and labour shall have to be made by the contractor at their own cost and no extra payment will be made by the department for this purpose.
  - iii. Suitable fencing barriers and signal sign and caution board etc. also will have to be provided where necessary at work and at approaches to protect public and employees from accident.
  - iv. Compensation including cost of suit for injury to person or property due to neglect of any measure of precaution and also sum which may become payable due to operation of workman's compensation Act.
  - v. No rent shall be payable to the Government for temporary occupation of available land owned by the Government at site of works, which should be vacated by the contractor after completion of work. However, agency should clear all dues of Fee for water supply, electricity etc., or rent for occupation of any existing building/structure, payable to the municipality, before applying for issuance of certificate of completion of work.
  - vi. Suitable apparatus for labour engaged in risky operation.
  - vii. Clearance of site in all respect before expiry of the contract period.
- g) Every contractor is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of various materials of required specification. The Employer will not pay any extra charges or compensation for supply of substandard materials which will be rejected and have to be removed and replaced by the contractors at their own cost.
- h) In the event of any claim by Forest department that the contract has extracted materials in excess of the quantity stated in the permit. Royalty as will be charged by the Forest

department on account of the excess materials will be recovered by the Employer from any sum due to the contractor by the State Government under the contract or otherwise from his security deposit or Additional Performance Security, as per requirement and need. The sum so recovered shall be placed in deposit for credit to the Forest department after settlement of their claim.

- i) In case of quarries when Forest department's quarry roads are used necessary road, toll levied by the forest department should be paid by the contractor. If the contractor cannot produce any such toll clearance certificate the sum so due will be deducted from contractor's bill and will be credited to Forest Revenue.
- j) Compensation for obtaining soil from private land, if any, will be paid by the contractor. The rate should be quoted inclusive of royalty.
- k) No claim of contractor would be entertained if any boulders, trunk of trees etc. are met with while cutting earth.
- l) Payment will be made as per clause of Contract. Interim payment will be made on the basis of actual measurement of work carried out by the contractor on the basis of their accepted rates.
- m) The contractor must maintain adequate technical staff well conversant with similar work, so as the facilities quick and satisfactory progress of work.
- n) Income tax at 2% will be deducted from the contractor's bill, besides other recoverable.

#### SCC 7. ENGAGEMENT OF LOCAL TECHNICAL PERSON

The contractor will have to engage qualified local Engineers and sub-engineers etc. as per requirement of site.

#### SCC 8. UNWANTED EMPLOYEE:

The Engineer-in-Charge may request the Contractor to dismiss or remove from the site of work any person employed by the contractor for the work who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirement.

#### SCC 9. SCHEDULE OF EXECUTION

Contractor shall submit the schedule of execution in the form of bar chart/C.P.M, which shall be approved by the competent Engineer Officer of the implementing agency before commencement of work. Such bar chart/C.P.M. shall be followed at various work stages.

#### SCC 10. TIME DELAY AND EXTENSION

- (A) Time is the essence of the contract and specified in the contract documents or in each individual work orders.

As soon as possible contract is let or any substantial work orders placed and before work under it is begun, the Engineer-in-Charge and the contractor shall agree upon a Time and Progress chart. The Chart shall be prepared in direct relation to the time stated in the contractiveness or the Work order for completion of the individual items thereof and/or the contract of the order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various trade processes or sections of the work and shall be amended as may be required by agreement between the Engineer-In-Charge and the contractor within the limitation of time imposed in the contract documents or work order. If the work be delayed: -

- a) By force majeure such as acts of God, acts of public enemy, acts of Government, floods, epidemics, etc., or
- b) By reason of abnormally bad weather, or



- c) By reason of serious loss or damage by fire, or
- d) By reason of commotion, local combination of workmen, strike or lockout, or
- e) By reason of delay on the part of other Contractors or tradesmen engaged by the Employer in executing Works not forming part of the Contract, or
- f) By reason of non-availability of stores which are the responsibility of the Employer to supply, or
- g) By reason of the ordered variations namely the amount or nature of extra or additional work referred in this tender document, or
- h) By reason of any other cause, which in the absolute discretion of the accepting officers beyond the contractor's control.

Then in such case the officer herein after mentioned may make fair and reasonable extension in the completion dates of individual items or groups of items of works for which separate periods of completion are mentioned in the contract documents or works order, as applicable.

Upon the happening of any such event causing delay, the contractor shall immediately, but not later than 30 days of the happening of the event, give notice thereof in writing to the authority, but shall never the less use constantly his best endeavor to prevent or make good delay and shall do all that may reasonably be required to the satisfaction of the Employer/Authority/Engineer-In-Charge to proceed with the works. Extension of time shall be granted as under: -

- a) By Employer for all term's contracts;

In case of the contractor fails to notify the Employer/ Engineer of happening of an event (s) causing delay within the period of 30 days stipulated in sub-para above, he shall forfeit his right to claim extension of time for the delay caused due to such event(s). Extension of time, as granted above, shall be communicated to the contractor by the Employer/Authority in writing and shall be final and binding.

- (B) No claim in respect of compensation or otherwise, however arising, as a result or extensions granted under conditions (A) above shall be admitted.

#### SCC 11. PRECAUTIONS AGAINST RISKS:

The contractor shall be responsible at his own expense for precautions to prevent loss or damage from any and all risks other than for Accepted Risks and to minimize the amount of any loss or damage and for the provision of all protective works, casings, etc., required for the purpose, until the works have been handed over complete to the Engineer-in-Charge.

#### SCC 12. Death or Permanent invalidity of Contractor

If the contractor is an individual or proprietary concerned, dies during the currency of the contract or becomes permanently incapacitated and where the surviving partners are only minors, the contract shall be closed without levying any damages/compensation.

**SECTION 8:  
MISCELLANEOUS**

**ANNEXURE - 1:**

**FORMAT OF BANK GUARANTEE FOR THE ADDITIONAL PERFORMANCE  
SECURITY DEPOSIT**

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

To  
The Superintending Engineer (Civil)  
North Circle  
Solid Waste Management Sector  
Kolkata Metropolitan Development Authority

WHEREAS ..... [name and address of Contractor] (hereafter called “the Contractor”) has undertaken, ..... in ..... pursuance ..... of ..... e-NIT No. .... and Tender No.: ..... [Tender No.], to execute the work of “**NAME OF THE WORK**” (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the Said contract that the Contractor shall furnish you with a Bank Guarantee from a scheduled bank for the sum specified therein as ‘**ADDITIONAL PERFORMANCE SECURITY DEPOSIT**’ for compliance with his obligation in accordance with the Contract.

AND WHEREAS we ..... [indicate the name of the Bank & Branch] have agreed to give the Contractor such a Bank Guarantee.

Now THEREFORE we.....[indicate the name of the Bank & Branch] hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total sum of ₹..... [amount of Guarantee]..... (amount in words). We undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limit of ₹ ..... [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We ..... (indicate the name of the Bank & Branch) hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We ..... (indicate the name of the Bank & Branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating thereto, our liability under this Present Absolute and unequivocal.

The payment/so made by us under this bond shall be a valid discharge of our liability or payment there under and the contractor(s) shall have no claim against us for making such payment.

We ..... (indicate the name of the Bank & Branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which maybe made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of the such change addition or modification.

We ..... (indicate the name of the Bank & Branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid up to ..... [date of completion] it come into force with immediate effect and shall remain in force and valid for a period up to the time of completion of contract under the stated contract plus claim period of twelve months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees in words) and unless a claim in writing is lodged with us within the validity period, i.e., up to..... of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this ..... day of ..... 2025 at .....

#### **SIGNED, SEALED AND DELIVERED**

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

#### **NOTES:**

- I. The Bank guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- II. The address, telephone number and other details of the Head office of the bank as well of issuing Branch Should be mentioned on the Covering letter of issuing Branch.

## **ANNEXURE - 2:**

## LOG BOOK RECORD FORMAT

## Details of Carriage of Waste

**Name of Agency:**

**Tender no.:**

[illegible]

**ANNEXURE - 3:**

**No Claim Certificate**  
(On company Letter-head)

Bidder's/Contractor's Name:

[Address and Contact Details]

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Contract/Tender Reference No.:

Date.....

To

The Executive Engineer

[Complete address of the Division office]

**Sub: No Claim Certificate**

**Ref:** i) Contract Agreement no.:

dated

for the work of:

ii) LoI No.:

iii) Work Order No.:

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We have submitted and signed the final bill amounting to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as final settlement due to us for the work of

under the above mentioned contract agreement.

On receipt of final bill amounts payable to us with this payment, we have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against SWM Sector, KMDA, under the contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance till defect liability period.

Yours faithfully,

Signatures of Bidder's/Contractor's or  
Officer authorised to sign the contract documents.  
on behalf of the Bidder / Contractor  
(Company Seal)

Date: \_\_\_\_\_

**ANNEXURE – 4:**

**Clarification Format**

Bidders requiring specific points of clarification may communicate with KMDA within the specified time period mentioned in Section 1 of this RfP using the following format:

(The Bidder must submit the PDF version as well as Excel/Word format of the clarification)

<b>Sl. No</b>	<b>Section Reference</b>	<b>Page No.</b>	<b>Statement of Clarification/ Deviation</b>	<b>Remarks</b>

**SECTION 9:  
STANDARD CONTRACT AGREEMENT  
TRIPARTITE AGREEMENT**

THIS AGREEMENT is made on this Day of \_\_\_\_\_, 2025 for the work of "NAME OF WORK"

**BETWEEN:**

The Superintending Engineer, North Circle, SWM Sector, KMDA hereinafter referred to as Tender Inviting Authority (TIA), Kolkata Metropolitan Development Authority (KMDA), an Authority under Urban Development and Municipal Affairs Department, Government of West Bengal, (which expression means and includes its successor-in-office/ Assigns etc.) of the **FIRST PART**.

**AND**

The Executive Officer/the Chairperson/the Administrator, Panihati Municipality therein called as concerned Urban Local Body, hereinafter referred to as Executing Authority (which expression means and includes its successor-in-office/ Assigns etc.) of the **SECOND PART**.

**AND**

The Agency named \_\_\_\_\_ having registered office at \_\_\_\_\_ PAN No: \_\_\_\_\_&, \_\_\_\_\_ having registered office at \_\_\_\_\_ PAN No : \_\_\_\_\_, represented through.....(Name) being ..... (Designation) having PAN no.....hereinafter referred to Agency (which expression means and includes its successor-in-office/ Assigns etc.) of the **THIRD PART**.

**WHEREAS:**

**KMDA** requires the agency to provide the services as defined in Section - 4 of this contract ("Terms of Reference") to support their project; and

The Executive Officer/the Chairperson/the Administrator, **Panihati Municipality** requires the agency to provide the services as defined in Section 5 of this contract ("Terms of Reference") to support their project; and

The agency has agreed to provide the services on the terms and conditions mentioned in this contract. The Agency has agreed to provide such services on the terms and conditions set out in this contract.

IT IS HEREBY AGREED as follows:

**A. Scope of work of Kolkata Metropolitan Development Authority (KMDA): FIRST PART**

- (i) KMDA will be guided and controlled under directives of Urban Development and Municipal Affairs Department, Government of West Bengal
- (ii) Floating of NIT,
- (iii) Selection of Bidder/s
- (iv) Release of Fund
- (v) Administrative control, execution & overall monitoring of the project
- (vi) Proper coordination with SECOND PARTY & THIRD PARTY.
- (vii) Approval of Action Plan submitted by successful bidder.

**B. Scope of the Panihati Municipality:**

- a) The municipality shall provide an encroachment free carriage way from the collection points/dumpsite to carry the waste to its designated dump area.

- b) The municipality shall also provide electricity, water connection, street lighting up etc., if required for the site managers/supervisors of the agency, for their ensure requirement and smooth movement of vehicles/traffic from the garbage dump points to its designated dumping site.
- c) The municipality shall make arrangement for collecting, transporting and dumping of their daily fresh solid waste at only to its designated dumping points, that may be within the dump site, or anywhere outside the dump yard, but within the municipal boundary.
- d) The municipality should not dump septic tank sludge in the vicinity where the fresh wastes are being kept for transportation.
- e) The municipality should provide assistance to the agency towards getting any types of clearance/ NOC or electric/water connections etc.
- f) Since payment to the Agency is based on the weighment of waste, per Ton, that is being transported to its designated and defined dumpsite, it is absolutely mandatory on the part of municipality to verify and authenticate on the body of each bill and at the Log-Book record format given in Annexure- 2.
- g) Obligations of the municipality:
  - i) Daily supervision of site work, measurement records of work done, preparation/checking of Bills raised/submitted by agency.
  - ii) Recording of all relevant documents.

### **C. Agency's responsibilities:**

1. The Agency shall carry out all activities as mentioned in the scope of work in **Terms of Reference** of this bidding document and contractual agreement executed between all the stakeholders.
  - i. All types of clearance and NOC, if required.
  - ii. The bidder will minimise mal-odour generation; prevent off-site migration of gaseous emissions. Ambient air quality at the site and its vicinity. It shall be monitored to meet the specified standards as per CPCB and WBPCB rules and regulations.
2. The Agency shall be fully responsible for carrying out the operations in a safe and secured manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions.
3. The Agency shall be responsible for the safety of all his activities and their personnel deployed for performing the work and providing services under this contract and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skill fully and carefully and strictly in conformity with the provisions of the specifications or not.
4. The Agency shall be responsible for procurement of required manpower, and machineries, vehicles/ equipment, spare parts, accessories, tyres, tubes, hydraulic oil, lubricants, diesel, petrol etc. for day to day operation of the whole network, requiring for the work, at his own cost. All the vehicles to be used by the bidder for transportation of waste shall strictly follow latest emission standard.
5. Agency has to ensure daily washing of the vehicles (without polluting the surrounding environment around wash areas) used for the transportation/disposal of wastes.



6. Adequate number of smog machines and other mechanisms as appropriate on-site including screens to ensure dust suppression and control to ensure compliance with latest standards.
7. The Agency shall be responsible for carrying out regular repairing and maintenance works of their vehicles, machineries etc. at their own cost.

**a) Insurance:**

The Agency shall arrange for insurance for his workmen, equipment etc. No additional burden should fall on the ULB or KMDA due to absence of insurance.

The Agency shall take out all necessary insurance against labour, theft, dacoits, fire or other contingencies for infrastructures being developed/arranged/deployed/taken from ULB in his possession under this contract. ULB shall not be responsible for any type of liability in this regard.

All pertinent documents related to insurance of machineries, manpower etc has to be submitted to the EIC within 21 days of issuance of formal work order. ***The contractor shall be liable for penal action if he fails to furnish documentary evidence in respect of insurances of manpower, machineries etc.***

**b) Accidents:**

It shall be the Agency's responsibility to protect workmen, materials, equipment, vehicles and other immovable property in possession against accidents.

In the event of accidents/damages, which are in possession of Agency under this Contract and Agency's vehicles under this Contract. ULB shall be completely free from any liability of any incidents incurred due to accident(s). The Agency shall be fully and exclusively responsible for any damage to vehicles or any of equipment under his possession and attached with his own/rented vehicles including driver and helpers.

The Agency shall be solely responsible for any death or body injury to his staff or any of the people/person in the employment of the Agency. This includes any third-party claims.

The Agency shall be solely responsible for any consequences under laws arising out of any accident by his vehicles in his possession or his employees to the property or personnel of the ULB.

The ULB shall not be responsible for any claim/compensation that may arise due to damages/injury/death pilferage to the Agency's vehicles, machinery, property, staff and any third party or the property under any circumstances while providing services under the Agency.

In the event of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Agency shall within 24 hours of such accident, report in writing to the Competent Authority, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

**c) Idle Labour:**

Whatever may be the reason no claim for idle labour, additional cost of establishment, hire and labour charges for Tools and Plants will be entertained.

**8. Pumping, Dewatering etc.:**

The Agency shall provide all pumping and other arrangements that may be necessary to remove water from the collection points or Garbage Vulnerable Points within the municipality. It must be

ensured that no water bodies of the existing canal, sub-soil and other sources of water gets contaminated in any way from any source during the course of execution of the total project.

**9. Water and Electricity:**

The Agency shall have to make his own arrangement for adequate supply of water and for electrical power that may be required for or in connection with execution of the project. All these will have to be done at Agency's own cost and expense and no separate payment for any of these shall be made. The cost thereof being deemed to be included in the Contract Price for the project.

9.1 Arrangement for supply of piped water may be taken from concerned ULB by maintaining all official formalities with consent of KMDA /concerned ULB, the cost to be borne by the Agency. Nothing extra will be paid from KMDA end.

9.2 Electrical power from CESC/WBSCDCL to be taken by the bidder maintaining all official formalities with approval of KMDA, the cost to be borne by the Agency. Nothing extra will be paid for such account. If usual supply is not available, in that case the Agency will have to make his own arrangement for electrical power through non-polluting generator. Nothing extra will be paid from KMDA. SUDA may cooperate, if necessary, as a facilitator only.

All the Parties to this Tripartite Agreement will be bound the terms and conditions laid down in the bid documents.

In case of violation of any provisions laid down in the bid documents the respective party will be liable in terms of the provision laid down in the bid documents.

In case of any dispute arises out of this agreement, courts in Kolkata will have exclusive jurisdiction.

**1. The Authorized Representatives:**

For KMDA: .....

For ULB: .....

For Agency: .....

**Annexures:**

1. NIT
2. LOI
3. Computerised generated Price Bid

Signed By  
(For the Authority/ Tender Accepting Authority) ,

Signed By  
(Agency or the Concessionaire or  
The Service Provider/Tenderer/Bidder),

Witness:

Date:

Witness:

Date:

(For the Authority of Corporation/Municipality)

Name of Municipality:

Witness

Date:

## **SECTION 10: ORDER OF PRECEDENCE**

The contract documents are to be considered as a whole. The several documents forming the contract, are to be taken as mutually explanatory of one another. However, in the event of any ambiguity, inconsistency or conflict between the sections of this document comprising the contract shall be resolved (only in so far as these are at variance) according to the following **Order of Precedence**:

	<b><u>Page ref.</u></b>
1. SECTION 9: The Contract Agreement – Tripartite Agreement	75
2. Letter of Intent (LOI)	-
3. Corrigendum and/or Addendums, if any	-
4. SECTION 4: Financial Proposal	36
and/or Bill of Quantities (BOQ)	-
5. SECTION 7: Special Condition of Contract	66
6. SECTION 6: General Condition of Contract	40
7. The Printed Tender Form (KMDA Form No.- I)	-
8. SECTION 5: Terms of Reference (TOR)	38
9. SECTION 3: Technical Proposal	28
10. SECTION 1: Instructions to bidder for e-tendering	17
11. SECTION 2: Data Sheet	20
12. SECTION 8: Miscellaneous	70
13. Detailed e-Notice Inviting Tender	9
14. The Schedule (P.W.D. (W.B.) Schedule of Rates for Buildings Works, S&P Works and P. W. (Roads) Department Schedule of Rates for Road Works if any and up to date Addendum & Corrigendum effective on the date of publication of this NIT)	