

HOWRAH MUNICIPAL CORPORATION

4, MAHATMA GANDHI ROAD, HOWRAH - 711 101

Tel: (+91-33) 2638-3211-13, Fax: (+91-33) 2641-2613

Accounts Department

No. BB0/AD/23-24

Date: 08-11-2023

Tender Notice

Controller of Finance, Howrah Municipal Corporation invites e-Tenders in prescribed format from reputed resourceful & bonafide Consultants having sufficient experience in similar nature of work in Government/Local self Government for three years. The application for purchase for the tender paper shall be accompanied by up-to-date non-refundable copies of GST Certificate (Regular scheme) & GSTR-3B Return (Current Quarter), Pan Card, IT return & Credentials copy signed by the applicant with the seal of the firm or company.

Earnest Money and the cost of Tender Papers to be deposited online as is available in E-Tender Portal of Govt. of West Bengal in favor of "MUNICIPAL AFFAIRS DEPARTMENT// URBAN LOCAL BODIES // HOWRAHMC"

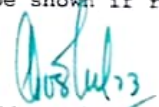
Date and Time Schedule:

Sl No.	Name of Work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Time of Completion	Cost of Tender Paper (Rs.)
I.	Appointment of Income Tax Consultants at HMC for the period from 01.10.2023 to 30.09.2024 (FY: 2023-24)	1,65,672	3,314	1 Year	1,000

Sl No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other documents (online).	17.11.2023 5:00P.M.
2	Documents download start date (online).	17.11.2023 5:00P.M.
3	Bid submission start date (online).	17.11.2023 5:00P.M.
4	Bid submission closing (online).	30.11.2023 5:00P.M.
5	Date for opening of Part-I proposal (online).	04.12.2023 5:00P.M.
6	Date of uploading list for qualified bidder (online).	INTIMATED AFTERWARDS
7	Date for opening of financial proposal (online).	INTIMATED AFTERWARDS

Eligibility of Contractor:

- 1) Intending tenderers should produce credentials of a similar nature of work in Government/Local Self Government of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice. Corporation reserve the right to accept or reject part or whole tender without showing any reason what so ever. Detail Information may be had from the office of the under signed.
- 2) Cost of tender paper and earnest money should be deposited online by RTGS/NEFT in favour of MUNICIPAL AFFAIRS DEPARTMENT /URBAN LOCAL BODIES/HOWRAH MC.
- 3) Originals of above certificates/license etc. may have to be shown if required.

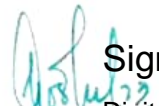

Controller of Finance
Howrah Municipal Corporation

/AD/23-24

Dated: 12.10.2023

Copy to:-

- (1) Commissioner, HMC
- (2) Dy. Commissioner, H.M.C.
- (3) Chief Auditor, HMC
- (4) Secretary, HMC for e-Tender process
- (5) RAO, HMC (Govt Audit)
- (6) IT Department, HMC for publication in website
- (7) Office Copy.


Controller of Finance
Howrah Municipal Corporation
Date: 2023.11.17 16:19:47
IST
Location: West Bengal-WB

Signature Not Verified

Digitally signed by MANAS

DAS

Date: 2023.11.17 16:19:47

IST

Location: West Bengal-WB

Sl No.

Issued.....

HOWRAH MUNICIPAL CORPORATION

4, Mahatma Gandhi Road, Howrah - 711 101

(w.w.w. hmc.org. in)



TENDER DOCUMENTS

Name of work :

.....

.....

NIT No. of 20

Dated

Tender No. of 20

HOWRAH MUNICIPAL CORPORATION
4, Mahatma Gandhi Road, Howrah - 711 101

Tenders in prescribed form in Part II in separate sealed cover are invited by the Chief Engineer of Howrah Municipal Corporation from eligible tenderers as per particulars given below for the following work under .

Sl No	Name of Work	Estimated Cost (Rs.)	Earnest Money (Rs.)	Time of Completion	Cost of Documents (Rs.)

Last Date & Time of Application :- up to
(Part -I) in tender box

Last Date & Time of Permission :- up to (Part - I) and will be opened thereafter
(Part - I)

Last Date & Time limit for sale of Tender document : (Part - II) :- up to

Last Date & Time of Submission of tender (Part - II) :- up to and will be opened thereafter.

ELEGIBILITY OF TENDERS: Intending tenders who are bonafied, reliable and resourceful and who have successfully completed execution of similar nature of works worth at least 50% of the value of work, tendered for in a single tender under any Govt. Deptt. , autonomous bodies, undertaking and urban local bodies during last 5 (five) years will be allowed to participate in this tender provided they have fulfilled other criteria and they shall have to submit credentials like copies of L.O.L, work order and satisfactory completion certificate along with Part-I of tenders. For a tender upto Rs. 20,000.00, The participants should produce their last 3 years job experience to consider their eligibility.

Intending tenderers having the above eligibility criteria shall have to apply in writing to the Chief Engineer of the Howrah Municipal Corporation during office hours on all working days between 12-00 noon and 4-00 P.M. and up to 12-00 noon on Saturdays .

Tender documents will be issued by the Chief Engineer from the above office on payment of cost of tender documents mentioned above either in cash (non-refundable) or in Pay Order / Bank Draft drawn on a scheduled bank to Engineering Accounts of the Howrah Municipal Corporation and on production of the Muncy Receipts to the Chief Engineer.

Tenders in Part - I and Part - II both in separate sealed covers will be received in the tender box kept in the office chamber of the Chief Engineer up to the date and time mentioned herein above. Tenders in Part - I will be opened on the date and time mentioned above or thereafter in presence of intending tenderers or their authorized representatives, who may be present. Tenders in Part - II of eligible tenderers only will be opened on the date and time mentioned above or thereafter in presence of eligible tenderers or their authorized representatives, who may be present.

Right to reject any or all tenders without assigning any reason whatsoever is reserved to Howrah Municipal Corporation.

Chief Engineer
Howrah Municipal Corporation

No.

Date:

Copy forwarded for information and wide circulation to :

- 1) Hon'ble Sabhadhipati, Howrah Zilla Parishad.
- 2) Hon'ble Mayor, Howrah Municipal Corporation.
- 3) Sri/Smt, Member, Mayor-in-Council, Howrah Municipal Corporation.
- 4) Controller of Finance, Howrah Municipal Corporation.
- 5) The Engineer-in-charge, Howrah Municipal Corporation.
- 6) Engineering Accounts, Howrah Municipal Corporation.

Chief Engineer
Howrah Municipal Corporation

: A-1:

NIT No of 20

Dated

Tenders in prescribed form is invited in separate sealed cover for the following works from eligible tenderers as per particulars given below and will be received by the Chief Engineer, Howrah Municipal Corporation on behalf of Howrah Municipal Corporation up to the date and time specified herein below.

- | | | | |
|-------|---|---|--|
| 1 (a) | Name of Work | : |
.....
..... |
| (b) | Project Code | : | |
| (c) | Designation and address of the authorized Engineer of the Howrah Municipal Corporation for the purpose of execution of work and operation of this contract. | : | Chief Engineer/Asst. Engineer/Water Supply/
Roads /B. S. U. P. / Survey/W. W.S./
E.L.S./ KUSP / S & WD |
| (d) | Name and address of the concerned E.E. or AE for technical assistance. | : | Howrah Municipal Corporation |
| (e) | Name and address of the authority to declare the intending tenderer eligible for the work concerned | : | Mayor-in-council, Howrah Municipal Corporation |
| (f) | Name and address of the authority accepting the Tenders. | : | Same as in Sl. no. 1 (e) above. |
| (g) | Contractors eligible to submit tenders. | : | As stipulated in the Tender Notice. |
| (h) | Value of work. | : | Rs.
(Rupees) |
| (i) | Earnest Money | : | Rs.
(Rupees) |
| (j) | Time of completion | : |(.....)days.months from
the date of issue of work order. |

.....
Signature of Tenderer

.....
Signature of Tender
inviting authority

: A-1:

NIT No of 20

Dated

Tenders in prescribed form is invited in separate sealed cover for the following works from eligible tenderers as per particulars given below and will be received by the Chief Engineer, Howrah Municipal Corporation on behalf of Howrah Municipal Corporation up to the date and time specified herein below.

- | | | |
|-------|---|---|
| 1 (a) | Name of Work | : |
| | | : |
| | | : |
| (b) | Project Code | : |
| (c) | Designation and address of the authorized Engineer of the Howrah Municipal Corporation for the purpose of execution of work and operation of this contract. | : Chief Engineer/Asst. Engineer/Water Supply/
Roads /B. S. U. P. / Survey/W.W.S./
E.L.S./ KUSP / S & WD |
| (d) | Name and address of the concerned E.E. or AE for technical assistance. | : Howrah Municipal Corporation |
| (e) | Name and address of the authority to declare the intending tenderer eligible for the work concerned | : Mayor-in-council, Howrah Municipal Corporation |
| (f) | Name and address of the authority accepting the Tenders. | : Same as in Sl. no. 1 (e) above. |
| (g) | Contractors eligible to submit tenders. | : As stipulated in the Tender Notice |
| (h) | Value of work. | : Rs.
(Rupees) |
| (i) | Earnest Money | : Rs.
(Rupees) |
| (j) | Time of completion | : (.....) days/months from
the date of issue of work order. |

.....
Signature of Tenderer

.....
Signature of Tender
inviting authority

- (k) Printed Tender form in which Tender is to be submitted. : Printed Municipal Tender form including upto date corrigenda and addenda as per order of the tender inviting authority attached thereto.
- (l) Price per copy of the complete set of tender documents. : Rs.
(Rupees) per set.
- (m) Last date and time limit for receipt of application : 20 up to hrs
for purchase of tender documents in tender box.
(Part - I)
- (n) Last date and time limit for permission : 20 up to hrs
- (o) Last date and time limit for sale of tender : 20 up to hrs
document . (Part - II)
- (p) Last date and time limit for receipt of tender : 20 up to hrs
in sealed cover in the tender box. (Part - II)
- (q) Date and time for opening of tender (Part - II) : 20 up to hrs
- (r) Location of Godown : Any Godown of the Municipal Corporation and
or its Authorized stockiest.

.....
Signature of Tenderer

.....
Signature of Tender
inviting authority

- | | |
|----------------------------------|---|
| 2. ELIGIBILITY OF TENDERERS | 2. Bonafied, reliable, resourceful and experienced contractor, who have successfully completed execution of similar nature of work at least 50% (fifty percent) of the value of work tendered for in a single tender under any Govt. Deptt., Semi Govt. Deptt., Govt. undertakings, Autonomous bodies, development authority and urban local bodies during last five years will be allowed to participate in this tender provided they have fulfilled other criteria and they shall have to submit credentials like copies of L.O.I., work order and satisfactory certificate along with Part-I of tenders. |
| 3. INSPECTION OF TENDER DOCUMENT | 3. Tender document and relevant particulars may be seen by the intending tenderers at the office of the Engineer in-Charge of the Municipal Corporation on any working day between 11-00 hrs. and 16-00 hrs. and on Saturday up to 12 noon. |
| 4. PURCHASE OF TENDER DOCUMENTS | 4. Complete tender documents will be issued to the intending tenderers from the office of the Corporation, whom permission is granted and on payment of cost of tender documents per set either in cash (non-refundable) or in pay order Bank Draft drawn in favour of Howrah Municipal Corporation (non-refundable) on any working day and hours as mentioned in relevant notice. |
| 5. TENDER DOCUMENTS | <p>5. Tender documents shall consist of the following in Part-I and Part-II</p> <p>5.1 Part-I of the tender documents consists of the following</p> <p>(i) This Detailed Notice Inviting Tenders for works (briefly referred as the NIT or Tender Notice</p> <p>(ii) The intending tenderer shall have to attach valid documents supporting his credentials and eligibility conforming to the stipulation, Income Tax, Pan, P. T. C. C., Val registration certificate, and a notarial declaration about correctness of the documents with a declaration of penalty / debarment etc. faced by him under any Govt. / Semi Govt. / Govt. undertaking / Autonomous body / Institution / Public Sector Unit etc.</p> <p>5.2 Part-II of the tender documents shall consist of the following</p> <p>(A) Copy of N. I. T.</p> <p>(B) Special terms and Condition</p> <p>(C) General Conditions of Contract</p> <p>(D) Technical Specifications.</p> <p>(E) Specific Priced Schedule of Works with probable items and approximate quantities.</p> <p>(F) Drawings.</p> |

.....
Signature of Tenderer

6. EARNEST MONEY

6. In addition to complete set of tender documents as mentioned above, a tenderer shall have to deposit an earnest money indicated above. The successful tenderer on receipt of letter of intent (L. O. I.) / Work order shall deposit within 10 days of receipt of L. O. I. / Work order, an additional amount, which together with the total amount at 2% (two percent) of the tendered amount.

6.1 The earnest money shall be deposited in the shape of Bank Draft / pay Order drawn on a schedule Bank payable at Howrah in favour of Howrah Municipal Corporation. No cash, cheque or token will be accepted as earnest money.

6.2 The earnest money deposited by the unsuccessful tenderer will be refund on submission of an application for the same to the Engineer in-Charge of the Municipal Corporation.

7. SECURITY DEPOSIT

7. The successful tenderer will have to provide as security for the work an amount of 10% (TenPercent) of the value of work done.

7.1 The balance sum required to make the security for the work done shall be recovered progressively by deduction from each running account bill at 8% (Eight percent) of each such bill.

8. PREPARATION & SUBMISSION OF TENDER

8. Tender documents are to be submitted in two parts viz Part-I and Part-II.

8.1 Part-I shall contain:

- a) Detailed Notice Inviting Tenders including NIT.
- b) Valid documents supporting credentials & eligibility conforming to the stipulations in the NIT duly signed by tenderer.
- c) Photocopy of Income Tax, PAN card duly signed by the tenderer
- d) Photocopy of Professional Tax clearance certificate duly signed by the tenderer.
- e) Photocopy of VAT registration certificate or Sale Tax clearance certificate duly signed by the tenderer.
- f) A notarial declaration stating correctness of the documents submitted by the tenderer along with a declaration of penalty/ debarment etc. faced by him under any Govt. / Institution / Public Sector Unit etc.
- g) Bank solvency certificate in original.

8.2 Part-II of the Tender document shall contain the Specific Priced schedule of works of probable items with approximate quantities. The tenderer shall quote his offer both in figures and words in any of the following form:

"I / We agree to carry out the work mentioned in memorandum
 AT PAR / AT % (PERCENT) ABOVE / AT %
 (PERCENT) BELOW the rates shown in the rates shown in the
 specific Priced Schedule of Works."

Tenders must be witnessed by somebody, other than Competitor, with his full address. Any tender without witness will be treated as informal.

.....
 Signature of Tenderer

- 8.3. In the event of the tender being submitted by a firm or an organization it must be signed by a member or members of the firm or any official of the organization having legal authority to do so and legal documents in support thereof must be produced for inspection and the same in the case of a partnership firm it must disclose that the firm is duly registered under the Indian Partnership Act. Any tender signed by a member or official not holding a power of attorney shall be treated as informal.
- 8.4 Both Part- I & Part- II of tender documents shall be placed in separate sealed covers super scribing therein the NIT no., description of work and the brief contents of other documents and clearly marking the envelop /cover as Part-I & Part-II Both these sealed cover shall be put in Tender Box as directed above super scribing therein the NIT no., description of work etc. and shall be submitted /dropped in the Tender Box kept in the office chamber of the Engineer in-Charge of the H. M. C.
- 8.5 Before submission of the tender the tenderer must see that the memorandum of the General Conditions of the contract is properly filled in and all particulars given. The tenderer must sign the space allotted in the General Conditions of the contract and the declaration by the tenderer (at the end of special terms & conditions). The signature of the tenderer also must sign at bottom of each page of both Part-I & Part-II of tender document with organization seal.

9. OPENING OF TENDERS

9. In the prefixed date & time, Part-I of tenders will be opened and evaluated by the Chief Engineer for evaluation of the tenderers qualification with regard to technical and other capabilities and decide upon the eligibility of the tenderers for the work tendered for. In respect of tenders, who will be disqualified, the Part-II of tenders will not be issued and will be treated as rejected / cancelled. Intending and interested tenderers or their authorized representative may remain present during opening of Part-I & Part-II of tenders as per the date & time mentioned above.

Original documents for the Photocopies furnished with Part-I tender shall be produced to the Engineer in-Charge of the Howrah Municipal Corporation for the purpose evaluation of Part -I tenders.

- 9.A. In case technical part is not required tenders may be submitted all in one envelop.

10. REJECTION OF TENDER

10. Tenders, which do not fulfill any of the above condition or are incomplete in any respect, are liable for rejection.

.....
Signature of Tenderer

11. STATUTORY TAXES & CESS

11. Income Tax, Sales Tax & Cess etc. will be deducted from the contractor's bill at the rate in accordance with the order circulars of Govt. West Bengal and Govt. of India in force during the contractual period. The tenderer shall declare his PAN number & Sales Tax / VAT registration no. in the tender.

12. VALIDITY OF TENDERS

12. A tender once submitted shall remain valid for a period of 120 days (One Hundred and twenty days) from the date of submission of price bids. Any extension of the validity period will be subjected to the concurrence of the tenderer.

13. ACCEPTANCE OF TENDER

13. The acceptance of the tender will rest with the authority mentioned in herein above. Members, Mayor in Council do not bind themselves to accept the lowest tender and reserves to themselves the authority to reject any or all the tenders received without assigning any reason thereof. The successful tender will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to fulfill all his obligations as required by the contract.

14. WITHDRAWAL OF TENDER

14. A tender once submitted shall not be withdrawn within a period of 120 (One hundred and twenty) days from the last date of receipt of tenders. If a tenderer withdraws his tender within this period without giving any satisfactory explanation for such withdrawal he shall be disqualified from submitting any tender for works under the Howrah Municipal Corporation for a minimum period of 2 (two) years and his earnest money will be forfeited.

15. AGREEMENT

15.1. The contractor shall within 10 (ten) days from the date of receipt of the letter of acceptance of his tender submit 1 (one) additional copy of the full set of the contract. The documents required for additional copy of contract will have to be purchased by the Contractor from the office of the H. M. C. on payment of price per set same as mentioned in the original Tender Notice. The copy must be duly completed as per original and signed on every page by the contractor before submission of the same to the Engineer-in-Charge of the Howrah Municipal Corporation within the specified date and time mentioned in the work order. Drawing and other documents attached by the contractor to the original tender shall also be attached to the copy of the agreement.

.....
Signature of Tenderer

- | | | |
|--|-------|---|
| | 15.2. | The Contractor on receipt of L. O. I. / Work Order and on submission of additional copy of contract documents shall have to execute an agreement on non Judicial Stamp Paper with the Howrah Municipal Corporation within 7 (seven) days from the date of submission of additional copies of contract documents in the form, proforma of which is annexed hereto. |
| 16. WORK PROGRAMME | 16. | The Contractor on receipt of the letter of acceptance of his tender, shall submit to the Engineer in- Charge the work programme in the form of CPM Net work chart and /or in Barchart each in duplicate. |
| 17. COMMENCEMENT OF WORK | 17. | The Contractor shall have to start the work within 7 (Seven) days from the date of issue of written order to commence work. |
| 18. FORFEITURE INITIAL SECURITY | 18. | Failure on the part of the Contractor in depositing the additional amount of initial security where so required in terms described above or in furnishing additional copies of the contract document in terms described above or in timely commencement of work as required shall constitute a breach of the contractual obligations. This will render the contract liable to termination with forfeiture of the amount of initial security that may be lying with the Howrah Municipal Corporation at that time without any reference to the Contractor. |
| 19. RATE INCLUSIVE OF ALL CHARGES | 19. | The rate quoted by the tenderer shall be inclusive of all taxes e.g Sale tax, Vat, Income tax, Octroi, Ferry Charges, Local charges, Royalties, Turnover tax, Cess and all other charges and duties as applicable. Nothing extra will be paid on such account. |
| 20. ASSIGNMENT AND SUB LETTING OF CONTRACT | 20 | The contractor shall not assign the contract or any part thereof. |
| | 20.1 | After award of the contract, sub letting of the entire works or a part thereof, by the contractor shall not be allowed without the prior written consent of the tender accepting authority. Such consent, if given, shall not relive the contractors from any liability and obligation under the contract and he shall be responsible for the acts, defaults and negligence of any of his sub-letting of works. |
| 21. NIGHT WORK | 21 | The contractor must be prepared to continue the work during night, if so required by the nature of work, involved for speeding up the progress in order to keep up the time schedule. When the work at night is to be carried out, the contractor shall obtain prior permission from the Engineer in-Charge for such night work and shall at his own cost and expense, make adequate arrangements for lighting etc. and provide necessary facilities for such night work. No additional payment on any account is admissible for the said reason |

.....
Signature of Tenderer

- | | |
|-----------------------------|--|
| 22. CONTRACT LABOUR | 22. The contractor shall have to comply within the provision of contract labour (regulation and Abolition) Act 1970 and Rules made there under (W.B. Contract Labour Regulation and Abolition Rules, 1970) including amendments thereof and license so obtained from the competent authority will have to be produced to the Engineer in-Charge of the Howrah Municipal Corporation, in absence of which the contractor will not be entitled to receive any payment for the works done by him under the contract. |
| 23. DEFECT LIABILITY PERIOD | 23. On satisfactory completion of the work as per tender the contractor is liable to maintain the same at his own cost for a period of 12 (Twelve) months as a defect liability period. The same is not required for only labour oriented work such as clairing of drains, pipes etc. |
| 24. DISCLAIMER | 24. Right to reject or receive any or all tenders/ bid without assigning any reason whatsoever is reserved to the Howrah Municipal Corporation. |

.....
Signature of Tenderer

DETAILS OF TOOLS, PLANT AND MACHINERY (IN WORKING CONDITIONS) OWNED OR HIRED BY THE TENDERER

Sl. No.	Description	Make	Model & Year of manufacture.	Capacity	Condition	Nos. available	Any other relevant information	Remarks
1								
2								
3								
4								
5								
6								
7								
8								

Note : In case of consortium, the information is to be furnished by the partners

**DETAILS OF SKILLED AND TRAINED MANPOWER INCLUDING ENGINEERS AND
TECHNICAL STAFF PRESENTLY EMPLOYED**

Sl. No.	Name	Qualification	Designation	Total Experience (in years)	Remarks
1					
2					
3					
4					
5					
6					
7					
8					

Note : In case of consortium, the information is to be furnished by the partners

1. GENERAL

- 1.1. All works are to be carried out in accordance with Special Terms and condition and Technical Specification as mentioned herein after.
 - 1.1.1. Works are to be carried out as per attached schedule
 - 1.1.2. In addition to above General Specifications of the schedule of Rates of water supply sector, KMDA, shall be applicable in water supply works.
 - 1.1.3. In addition to above General Specification of the schedule of Rates of S&D sector, KMDA shall be applicable for sewerage and drainage works.
 - 1.1.4. The specification for works not covered by the Technical specifications provided in the tender shall be governed by National Building code of India & IS Code of practice according to the direction of the authorized Engineer of the Howrah Municipal Corporation.
- 1.2. The contract documents are to be taken as a whole. The several documents for making the contract are to be taken as mutually explanatory of one another. If however, the stipulation of the different documents be at variance in any respect, one will over ride the others (only in so far as these are at variance) in order of precedence as given below.
 - i) Letter of intent (L.O.I.) / Work order ;
 - ii) Detailed Notice Inviting Tender for works ;
 - iii) Special Terms & Conditions of contract ;
 - iv) General conditions of contract ;
 - v) Technical Specifications ;
 - vi) Specific priced schedule of works ;
 - vii) Drawings ;

2. ENHANCEMENT OF TENDER RATE

2. In no circumstances, the tendered rate shall be enhanced after acceptance of the tender.

3. EXPLANATION OF TERMS

- 3.1. Heading and marginal notes are only for convenience of reference and have no contractual significance.
- 3.2. Words importing the singular also includes the plural and vice versa where the context so requires.
- 3.3. The words " Approved " or " Directed " appearing anywhere in the tender documents shall indicate (unless specifically mentioned other wise) the approval or direction of the Engineer in-Charge.
- 3.4. The term " At the site of work " or " Near the site of work " whenever it appears in the tender documents, shall mean any where within 500 (Five hundred) meters from the actual site of work .

.....
Signature of Tenderer

- 3.5. The word "Department" appearing anywhere in the tender documents shall mean Engineering department of Howrah Municipal Corporation(H.M.C.)

4. CHARACTER OF SITE

4. Before submission of tenders, the intending tender shall inspect the site of work and get them thoroughly acquainted with the local conditions and difficulties under which the work will have to be carried out. They should consider, among others, the nature of soil, climate conditions of the locality, dearth of water in the area of work, protective works to be taken during and after the execution of the job, condition of the existing road, transport facilities, non existence of roads in many places local problem if any etc. Extra cost involved due to above factors if any is to be borne by contractor and the same should therefore be included in the rates while quoting.

5. INCIDENTAL FEES

5. All rates to be quoted by the tenderer shall be inclusive of all incidental fees and charges, e.g. Royalties, Ferry Charges, Octroi and Tool Tax of Materials, Electricity, Water and other charges of H.M.C. or Statutory Bodies, Sales Tax, Income Tax, Cess etc. Nothing extra will be paid on such accounts.

6. STATUTORY OBLIGATION

- 6.1. The Contractor shall give all notices and pay all fees required to be given by any statute or any regulation or bye-law of any local or other statutory authority which may be applicable to the works and shall keep Howrah Municipal Corporation indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or bye-laws.
- 6.2 The Contractor shall indemnify the Howrah Municipal Corporation against any loss/ harm and also against all claims, demands, Suit and proceedings on account of infringement of any patent rights, design, trade mark or name of other protected right in respect of any constructional plain, machine, work, materials, process used in connection with the works or temporary works.

7. SAFETY PRECAUTIONS

- 7.1. All necessary precautions are to be taken by the contractor for the safety of his workmen and of general public. The work must be done in such a way as not to damage any property, existing structure or public utility services during work. Close co-operation must be ensured with other contractor or contractors working in the area of the project. All claims arising out of any damage to the existing structures or properties due to works of the contractor shall be borne by the contractor.
- 7.2. The Contractor shall provide necessary fencing and lighting arrangements around the trench excavated by him and/ or at the site of work for the safety of his workmen and of the general public. Such arrangement shall not be paid for separately and the cost there of shall be including in the contractor's rate for the work.

8. IDLE LABOUR

8. What ever may be the reason its claim for idle labour, additional cost of establishment, hire and labour charges for Tools & Plants will be entertained.

Signature of Tenderer

9. TRANSPORT
 9. The contractor shall arrange all transport including Railway wagons required for carriage of all tools & plants, equipments and materials etc. at their own risk cost.
10. PUMPING
DEWATERING ETC.
 10. The contractor shall provide, unless otherwise mentioned, all pumping and other arrangements that may be necessary to remove from or keep out of foundation, trenches or any part of the structure under construction, water free (whether canal water, sub-soil water and water from any source, whatsoever). Such pumping or other necessary arrangements shall not be paid separately and the cost thereof is to be included in contractor's rate of relevant item of work.
11. WATER AND
ELECTRICITY
 11. The contractor 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 work. All these will have to be done at Contractor's own cost and expense and no separate payment for any of these shall be made. The cost there of being deemed to be included in the rate for the work.
 - 11.1. Arrangement for supply of piped water from existing service line may not be possible: In that case the Contractor will have to make arrangements for supply of drinking water, and all water required for execution of the work by sinking tube wells or other suitable alternatives that may be approved by the authorized Engineer. Nothing extra will be paid for such account.
 - 11.2. Electrical power from usual supply agencies may not be available. In that case the Contractor will have to make his own arrangement for electrical Power through generator. Nothing extra will be paid for such account.
12. CLEARANCE OF SITE
 - 12.1 Before starting any work, the work site where necessary, must be properly dressed after cutting cleaning and clearing all varieties of jungles and shrubs including bamboo clusters or any undesirable vegetation, rubbish, sludge etc. from the site of works, for which nothing will be paid extra.
 - 12.2. The site must be cleared by the Contractor from time to time in the course of execution of the work.
 - 12.3. On completion of work, all temporary works shall be removed by the contractor. All scars of construction shall be obliterated and the whole site shall be left in a clean workman like manner, to the entire satisfaction of the authorized Engineer. No separate payment shall be made for these, the cost thereof being deemed to have been included in the Contractors rate for the work.

.....
Signature of Tenderer

- | | |
|--|---|
| 13. SERVICEABLE MATERIALS | 13. All serviceable materials obtained from excavations or from dismantling of existing structures shall remain the property of Howrah Municipal Corporation. The responsibility for stacking materials as are considered serviceable by the authorized Engineer and handing over the same to the Engineer in-Charge shall lie fully with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same as aforesaid full value thereof will be recovered from the Contractor's bill at rates as assessed by the authorized Engineer. |
| 14. UNSERVICEABLE MATERIALS | 14. The contractor shall remove all unserviceable materials to the place as directed. He should level and dress the work site on completion of the relevant component of work as per direction of the authorized Engineer. No extra payment will be made on this account. |
| 15. QUALITY OF MATERIALS | 15. All materials must be brought to the site after obtaining the approval of the Engineer in-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of orders to that effect. In case of non-compliance with such orders Engineer in-Charge shall have the authority to cause removal at the cost and expense of the Contractor and the Contractor shall not be claim any loss or damage on that account. |
| 16. MATERIALS AND LABOUR | <p>16.1. All materials and labour (skilled & unskilled) including their water supply, sanitation, procurement of food staff, medical aid etc. is to be arranged by the Contractor. Cost of transport of materials and labour and allied items aforesaid shall have to be borne by the Contractor and included in his rate for the work.</p> <p>16.2. The quality of cement & steel shall conform to the standard required for the job as per design and drawing.</p> <p>16.2.1. The consumption of material shall conform to the consumption chart provided in the applicable P.W.D. Schedule.</p> |
| 17. CONTRACTOR'S AUTHORISED REPRESENTATIVE AND TECHNICAL PERSONNEL | <p>17. The contractor shall appoint an authorized representative and deploy requisite technical personnel to complete within the stipulated time period.</p> <p>17.2 The selection of the authorized representative of the contractor is subject to prior approval of the Engineer in-Charge and the contractor shall seek in writing such approval giving therein the name and address of the representative he wants to appoint and the specific purpose for which the representative will be authorized for. Even after first approval, the Engineer in-Charge of the H.M.C. may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such direction. The authorized Engineer shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative of the contractor.</p> <p>17.3. The provisions of power of Attorney if any, must be to the approval of the Corporation, other wise the Corporation shall be bound to take cognizance of such power of Attorney.</p> |

.....
Signature of Tenderer

18. SITE OFFICE
18. The Contractor shall have an office adjacent to the work site as may be approved by the authorized Engineer, where all directions and notice of any kind what so ever, which the authorized Engineer, or his representative may desire to give to the Contractor in connection with the contract may be left and the same when left at or sent by post such office or delivered to the contractors authorized agent or representative shall be deemed to be sufficiently served upon the Contractor.
19. GODOWN LABOUR SHED ETC.
- 19.1. The Contractor shall make his own arrangement for storage space and godown for his tools and plants, materials also erect at his own cost necessary sheds and godown of adequate capacity at the site of work for proper safety of materials such as cement steel materials etc. All these shall have the approval of the authorized Engineer. The sheds and godowns shall be readily accessible and be open to inspections to any time during the pendency of the contract.
- 19.2. The Contractor shall arrange for temporary sheds latrines water supply etc. for the accommodation and use of his staff. These shall be properly maintained all through the period of construction in clean and hygienic condition to the satisfaction of the Engineer in-Charge.
- 19.3. The location of godown stacking place other temporary structures must be to the prior approval of the Engineer in-Charge. If land is available within the site that may be given for purpose of temporary structure only on requesting. Any land outside the work site as may be required for the purpose will have to be arranged by the Contractor himself at his cost.
- 19.4. On completion of the work all sheds, godown, vats, platform etc. erected by the Contractor for constructional purpose, shall have to be removed by him at his own cost and the ground restored to its original condition to the satisfaction of the Engineer in-Charge.
20. SITE ORDER BOOK
- 20.1. The Contractor shall within 7 (seven) days of the receipt of the order to take up works, supply at his own cost SITE ORDER BOOK to the Engineer in -Charge or his representative. The site order book shall be kept at the site of work under the custody of the Engineer in - Charge or his representative. The site order book shall have machine numbered pages in triplicate. Direction or instruction from officials issued to the contractor will be entered (in triplicate) in the site order book (except when such direction or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries in the site order book and also record thereon the action taken or being taken by him complying with the said direction or his authorized representative may take away the duplicate page of the work order book for his own record.

.....
Signature of Tenderer

20.2. The first page of the work order book shall contain the following particulars :-

- a) Name of work,
- b) Reference to contract,
- c) Date of opening the site order book,
- d) Name and Address of the Contractor (with phone no. if any),
- e) Signature of the Contractor,
- f) Name and Address of the authorized representative, who is authorized to act on behalf of the Contractor,
- g) Specific purposes for which the contractor's representative is authorized to act on behalf of the contractor,
- h) Signature of the authorized representative duly attested by the contractor,
- i) Signature of the Assistant Engineer concerned,
- j) Date of writing order to commence work,
- k) Time of completion of works,
- l) Extension of time granted, if any,
- m) Date of actual completion of works,
- n) Date of recording of final measurement.

Entries vied (m) & (n) above shall be filled in on completion of the work and before the site order book is recorded in the office of the authorized Engineer or his representative.

21. SUPPLEMENTARY/
SUBSTITUTED
SUPPLEMENTARY/
EXCESS QUANTITIES
BEYOND THE
SCOPE OF WORK

21.1. During the process of execution of the job under the contract, if any additional/substituted item of works and / or excess quantities beyond the scope of the contract is required to be done as per the opinion of the Engineer in-Charge. Such additional / substituted items and / or excess quantities shall have to be executed by the Contractor as Supplementary item / excess quantities when so directed by the Engineer in-Charge.

21.2. Notwithstanding what has been stated in clause 12 of the conditions of contract, the rates of supplementary item of works will be determined according to sub-clauses in order or precedence as given below.

21.2.1 The Rates shall be analyzed to the maximum extent possible from the rates of allied items of work appearing in the specific price Schedule of works.

.....
Signature of Tenderer

21.2.2. The attached work schedule is to be followed.

Any work required to be done at site beyond the scope of attached schedule, the items, and rates of the relevant year of the attached schedule is to be followed from the below mentioned schedule.

- a) PWD Schedule of Rates for Building, Materials of Labour (briefly referred to as Building Schedule).
- b) PWD Schedule of rates for plumbing, works sanitary and Drainage works etc (briefly referred to as the plumbing Schedule).
- c) PWD Schedule of rates for Roads & Bridge works (briefly referred as Roads schedule.).
- d) K.M.D.A Water Works Schedule.
- e) K.M.W.S.A Sewerage and Drainage Schedule.
- f) Irrigation Schedule.

21.2.3 If the analysis can not to be completed even after application of clause-21.2.1, 21.2.2 above, the balance shall be determined from the market rates of materials and labour only.

21.2.4 Profit inclusive of overhead shall be added at the rate of 10 (ten) percent in regard to the portion of the market rate analysis based on clause - 21.2.3 above

21.2.5 The rate for items executed in excess of the quantities provided in the Specific Price Schedule will be same as the rate quoted by the tenderer for that item of work.

This is the essence of the Contracts.

22. WORK PROGRAMME

22 Time is the essence of the contract. The work must be taken up within 7 (seven) days from the date of issue of work order and be completed in all respects within the specified time of completion as mentioned in the tender agreement.

22.1 The Contractor shall submit the work programmes clearly showing the materials, men and equipments and a time table divided into four equal periods of progress of the work, for the approval of the Engineer in-Charge who will have authority to make additions, alteration and substitution to such program in consultation with the Contractor, unless the same is subsequently found impracticable in some or all respect, in the opinion of the Engineer in-Charge and is modified by him. The stipulations laid down in clause 2 of the conditions of contract regarding the division and progress as provided in the said clause shall be deemed to have been sufficiently complied with if the actual progress of work does not fall short of the progress as laid down in the approved time table for one-fourth, half and three fourth of the time allowed to the work. The work program shall be submitted in the form of CPM Net work chart and/or in Bar Chart in triplicate

.....
Signature of Tenderer

23. SETTING OUT OF WORK 23.1 The contractor shall be responsible for the true and perfect setting out of works and for the correctness of the position, levels, dimensions and alignment of all parts of the work. If at any time during the progress of the work any error shall appear or arise on the position, levels, dimensions or alignment of any parts of the works the contractor on his own expenses rectify such error to the satisfaction of the Engineer in- Charge.
- 23.2 Any setting out that may be done or checked by the Engineer in-Charge or his representative or any line or level that may have been given or checked by either of them shall not in any way relieve the contractor or his responsibility for the correctness thereof.
- 23.3 Before starting the work, the Contractor must at his own cost and expense erect temporary pillars as may be required in suitable places as directed by the Engineer in-Charge. These pillars from which the layout of all important levels and alignment will be fixed, must be at such locations and of such a nature as not to be disturbed in the process of construction. The Contractor shall provide all instruments, appliances and labour required for setting out of the works and the use of the Engineer in- Charge and or / his representative whenever required for any purpose in connection with the works.
24. WORKING DRAWINGS 24.1 It is to be clearly understood that drawings forming a part of the Tender documents, are only for the purpose of indicating the type and nature of work involved. These are subject to be subsequently modified and/or supplemented by other drawings, as requested during actual execution of the work.
- 24.2 All work shall be carried out in conformity with the drawings released for construction duly approved by Howrah Municipal Corporation. In token of such approval the drawing shall bear the signature of the Engineer in-Charge before the same are issued for execution of the work in accordance therewith. Such approval on drawing may be furnished on piecemeal as and when required during the progress of the work. The Contractor shall keep in touch with the authorized Engineer about the drawing that may be under checking or in the process of approval and keep him informed well in advanced for the smooth progress of work.

.....
Signature of Tenderer

- | | |
|---|---|
| 25. WORKMANSHIP AND TESTING | <p>25.1 All materials and workmanship shall be of the respective kinds described in the contract and shall be subject from time to time to such tests as recommended in the IS code of practices or as directed by the Engineer in-Charge at the place of manufacture/production/fabrication and/or erection/ at site of work.</p> <p>25.2 The contractor shall have to provide such assistance, instruments, machines,labours and materials as the Engineer in-Charge may require for examining measuring and for testing the works and the quality, weight or quantity of the materials and shall supply samples for testing as may be selected and required by the Engineer in-Charge.</p> |
| 26. CO-OPERATION AND CO-ORDINATION WITH OTHER CONTRACTORS | <p>26. During the pendency of this contract the Howrah Municipal Corporation shall have the liberty to engage a contractor number of (not contractors for ancillary works provided in this contract) for completion of any part of the job or the whole and the Contractor shall extend co-operation to other Contractors.</p> |
| 27. TOOLS AND PLANTS | <p>27.1 The Contractor shall provide adequate number of tools and plants, road roller, concrete mixer, vibrator, spot mix etc. as required of its own to complete the work within the stipulated time.</p> <p>27.2 Before the starting of related item of works as per work program submitted by the contractor and approved by the Engineer In-charge mobilization and installation of requisite plants shall have to be completed by the contractor at his own cost failing which the contract will be terminated with forfeiture of the amount of security deposit lying with Howrah Municipal Corporation at that time without any reference to the Contractor.</p> |
| 28. DEFECT LIABILITY PERIOD | <p>28 The contractor shall stand guarantee for the works done by him for a period of 12(twelve) months from the date of completion of the work. Any defects and short comings due to defective construction shall have to be made good by the Contractor at his own cost and expense inclusive of all cost of materials and labours. The Contractor shall have to maintain the work for the entire defect liability period. The rate to be quoted by the contractor shall be inclusive of all such cost.</p> |

.....
Signature of Tenderer

29. RELEASE OF
SECURITY DEPOSIT

29. On completion of defect liability period, the total security money will be refunded to the Contractor.

However, 50%(fifty percent) of the security deposit may be released to the Contractor after completion of entire work on written application to the Engineer in-Charge of H.M.C. and on submission of bank guarantee for an equivalent amount drawn in favor H.M.C. on any schedule bank encashable at Kolkata for the entire defect liability period.

On satisfactory completion of necessary repair and/or maintenance of the work during the defect liability period, the bank guarantee will be released.

30. PROTECTION OF UNDER-
GROUND UTILITY
SERVICES

30. The Contractor at his own cost shall properly sling, support and effectively protect all such gas, water mains, service pipes, gully pits, connection pipes, house drains, electric, telephone and other cables including their appurtenance structure falling within the alignment of shallow/deep foundation within the alignment of the structures or likely to be exposed, disturbed or damaged during the execution of the work or in consequence thereof, in such a manner and as such materials as required or specified by the concerned public utility agencies and as per instruction of the Engineer in-Charge hold them in proper position without any damage being caused to them during execution of work. The contractor shall have to bear the expenses of pipes, gas mains/ gully pit connection/ house drains and other electric telephones and other cables or any other underground structures or services falling within the shallow / deep foundation and within the alignment of the structure which may be found to have been disturbed or damaged due to the Contractor fault and/or defective and careless workmanship.

The decision of the Engineer in-Charge in this respect shall be binding and final and all costs rebuild or repairing of such damaged services or structures as aforesaid shall be deducted from the Contractors bill.

The foregoing will not absolve the Contractor of his reponsebility in the manner. The Contractor should include in his rates the cost of works to be done in properly aligning supporting and adequately protecting of all underground services, structures and utilities. If the Engineer in-Charge thinks it necessary to put permanent support under Gas/Water mains cables etc. He will order the contractor to do so and the work will be paid for according to the tendered rates.

The Contractor shall enquire of and collect information from all concerned public utility organization various Govt. Dept. and local bodies as to the pipes main cables and other obstruction either overhead or on ground or underground which may be encountered in the course of execution of the work and which are likely to effect the progress of the work, at his own cost and risk. No plea of idle labour will be entertained.

.....
Signature of Tenderer

The contractor has to carry out trial trenching (size will be decided as per site condition and to the satisfaction of the Engineer-in-Charge) for exploration of underground utilities as required and as instructed by the Engineer-in-Charge before commencement of any work below ground level. Consideration for the assumption of such responsibility shall be deemed to have been included in the rates of the relevant items entered in the bill of Quantities and no additional payment or compensation will be admissible.

31. DISMANTLING
DISPOSAL OF
MATERIAL

31. Materials obtained from dismantling/picking up road materials of kerb channel / stones shall remain the property of H.M.C. The contractor shall sort out and stack all serviceable materials near the site of works as per instruction of the Engineer-in-Charge. He shall also dispose of all unserviceable materials etc. To a place acceptable by the local body/Authority and as per instruction of the Engineer-in-Charge. The Contractor shall remain the custodian of such dismantled materials till the charge of the same is taken over by Engineer-in-Charge or his representative. Consideration for the assumption of such responsibility shall be deemed to have been included in the rates for the relevant items of works and no additional payment or compensation will be admissible.

32. DELAY IN SHIFTING
PUBLIC UTILITY
SERVICES NON
AVAILABILITY
OF SITE ETC. AND
TENDER.

32. If at any time after the commencement of the work, the work and/or any part thereof shall remain suspended due to public opposition, non-availability of site, delay in shifting public utilities etc. Within the period of completion of work, the Contractor shall be granted necessary extension of time in accordance with clause-5 of the Conditions of contract. But he/they shall have no claim for extra payment or compensation whatsoever on the ground of above delay.

If however, the above hindrances are not removed within the schedule time and the contractor is not agreeable to execute further works on extension of time, the tender may be terminated and the Contractor shall have no claim on account of idle labour, establishment etc. Or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the aforesaid work in full or in part.

33. INSURANCE CLAUSE

33. The Contractor is to provide insurance coverage by taking adequate and suitable policy, so as to indemnify the H.M.C. against damage of building / property / limb of life of any person which may occur during the execution of the contract. The cost thus involved, is to be included in the rate to be quoted by the Contractor. No claim on this account for extra payment or compensation shall be entertained.

.....
Signature of Tenderer

34. VARIATION IN QUANTITIES 34. It must be clearly understood that the value of work as indicated above or the quantities of various items as indicated in the specific priced Schedule are approximate only and may be appreciably increased or decreased during actual execution. The contractor shall remain unaffected by such alteration.

.....
Signature of Tenderer

DECLARATION BY THE TENDERER

1. I/We have inspected the site of works and have made me/us fully acquainted with local conditions in and around the site of the works. I/We shall be bound by the conditions laid down in the Detailed Notice Inviting Tenders for works, Special Terms & Conditions, General Conditions of Contract, Technical Specifications, Drawing and also Specific Price Schedule of works. I/We have gone through the "P.W.D. Schedule" "P.W.D. (W.B.) Schedule Rates" and relevant IS Codes of practices. My/our Tender 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 authorized Engineer to ensure completion of same within the target date.

2. My/Our Permanent Income Tax Account No is

3. My/ Our Sales Tax /VAT Registration No. is

Postal address with Telephone No.
& Mobile No. if any.

.....
.....
.....

.....
Dated Signature of the Tenderer

: C-I:

GENERAL CONDITIONS OF CONTRACT**I. Tender for Works:**

I/We tender for execution of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in this tender documents in Part-I and Part-II with such materials as are provided for by and in all other respects in accordance with such conditions as per as practicable.

II. MEMORANDUM

- (a) General description & Name of Work : _____
- (b) Estimated cost : Rs. _____
- (c) Earnest Money @ : Rs. _____
- (d) Security deposit (Including earnest money) : 10% (Ten percent) of the value of work done.
- (e) Security deposit to be deducted from bills : 8% (Eight percent) of the value of work done.
- (f) Time allowed for the work from the date of written order to commence : (.....) months.

Sl No.	Item of Works	Unit	Per	Rate tendered	
				In figures	In words

.....
Signature of Tenderer

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable, or in default thereof to forfeit and pay to the H.M.C. or its successors in office the sums of money mentioned in the said conditions

The sums of Rs. is herewith forwarded as earnest money the full value of which is to be absolutely forfeited to the H.M.C. or its successors in office, without prejudice to any other rights or remedies of the H.M.C. or its successors in office, should I/We fail to commence the work specified in the above memorandum, or should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause - 1 of the conditions of contract otherwise the said sum of Rs. shall be retained by the H.M.C. on account of such security deposit as aforesaid or the full value of which shall be retained by the H.M.C. on account of the security deposit specified in clause 1 of the said conditions of contract.

Date, the day of 20.....

.....
Signature of witness

.....
(Signature of the Tenderer)

Name.....

Address.....

Occupation.....

*** Signature of
the Officer by
whom accepted

The above tender is hereby accepted by me.

Date, the day of 20.....

(Signature of Commissioner)
Howrah Municipal Corporation.

CONDITIONS OF CONTRACT

Security Deposit

Clause-1: The person/ Persons, whose tender(s) may be accepted (hereinafter called the contractor) shall permit the H.M.C. at the time of making any payment to him/them for work done under the contract to deduct such sum at such rate as along with the sum already deposited by him / them as earnest money will amount to 10% (ten percent) of the value of work done without any ceiling unless he is / they are exempted from payment of security deposit in individual cases or has / have deposited the amount of security at the rates mentioned above in the form of Government Security or Fixed Deposit Receipts or Guarantee Bonds of any scheduled bank or State Bank of India. In case a Fixed Deposit Receipt of any bank is furnished by the Contractor(s) to the H.M.C. as part of the Security Deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall on the contractor(s) and the contractor(s) shall forthwith on demand furnish security to the H.M.C. to make good the deficit.

Such deductions to be held by the H.M.C. by way of Security Deposit, provided always that the H.M.C. for this purpose shall be entitled to recover 8%(eight percent) of the amount of each running bill till the balance of the amount of Security Deposit is realized. All compensations or other sums of money payable by the contractor(s) under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his / their Security Deposit, or from the interest arising there from, or from any sums which may be due to or become due to the contractor(s) by H.M.C. or any account whatsoever and, in the event of his / their Security Deposit being reduced by reason of any such deductions or sales as aforesaid, the contractor(s) shall within 10 (ten) days make good in cash or Guarantee Bonds in favour of the Mayor of the H.M.C. executed of Fixed Deposit Receipt tendered by State Bank of India or by scheduled bank (in cash or guarantee offered) by schedule banks the amount shall be within the financial limits prescribed by the Reserve Bank of India or Government Securities (if deposited for more than 12 months) endorsed in favour of the Mayor any sum or sums which may have been deducted for, or raised by sale of his / their security deposit or any part thereof. The security deposit shall be collected from the running bills of the Contractor at the rates mentioned above and the Earnest Money if deposited in cash at the tender(s) will be treated as part of the security deposit.

Compensation for delay

Clause 2 : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor shall be reckoned from the date on which the order to commence work is given to contractor. The work shall throughout the stipulated period be proceeded with, with all the diligence (time being deemed to be of the essence of all the contract on the part of the contractor)

.....
Signature of Tenderer

and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Mayor may decide on the amount of the tender / amount of the whole work as shown by the tender for everyday that the work remains uncompleted, or unfinished after the proper dates. The Contractor shall commence execution of such part of the work as may be notified to him within three days from the date of the order for commencement for work and diligently continue such work, and further to ensure good progress and during the execution of the work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Mayor MAY DECIDE ON THE SAID tendered amount of the whole work for everyday that the due quantity of work remains incomplete, PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the tender amount of the work as shown in the tender.

Action When whole of
security deposit forfeited

Clause 3 : In any case in which under any clause or clauses of this contract the contractor shall have tendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Mayor shall have power to adopt any of the following courses, as he may deem best suited to the interest of the H.M.C.

a) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Mayor / Commissioner or under the hand of the Engineer in-Charge on obtaining his approval shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Howrah Municipal Corporation.

b) To employ labour paid by the H.M.C. and to supply materials to carry out the work, or any part of the work; debiting the contractor with the cost of the labour and the price of the materials (for the amount of which cost and price a certificate of the Mayor shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Mayor or on his behalf certificate of the Engineer in-Charge as to the value of the work done shall final and conclusive against the contractor.

c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Mayor or on his behalf certificate of the Engineer in-Charge shall be final and conclusive shall be borne and paid by the original contractor and may be deducted from any money due to him by the H.M.C. under contract or otherwise, or from his security deposit of the proceeds of sale thereof or a sufficient part thereof.

.....
Signature of Tenderer

Contractor remain liable to pay compensation if action not taken under clause 3.

In the event of any of the above courses being adopted by the H.M.C. the contractor shall have no claim to compensate for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract unless and until the Mayor or Engineer-in-Charge will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

Clause 4 : In any case in which any of the powers, conferred upon the Mayor/ Engineer-in-Charge by clause 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event in any further case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Mayor Engineer-in-Charge putting in force either of the powers (a) or (b) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Mayor whose certificate thereof shall be final, otherwise the Mayor/ Engineer in -Charge may be noticed in writing to the contractor or his representative, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Mayor/Engineer in-Charge may remove them at the contractor's expense or sell them by auction or private sales on account of the contractor and at his risk in all respects, and the certificate of the Mayor/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.

Extension time

Clause 5: If the contractor shall desire an extension of the time for completion of works on the grounds of his having been unavoidable hindered in its execution, the contractor shall give an immediate report of such hindrance to the Mayor/Engineer in-Charge in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing of the Mayor or the Engineer-in-Charge within seven days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Mayor/ Engineer in-Charge shall, if in his opinion (which shall be final) reasonable grounds be shown thereafter, authorized such extension of time, if any, as may, in his option, be necessary or proper.

.....
Signature of Tenderer

Clause 6 : On completion of the work, the contractor on request may be furnished with a certificate by the Engineer-in Charge approved by the Mayor/Engineer-in-Charge of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors, windows, walls, floors, or other parts of any building, in upon, or about which the work is to be executed or of which 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 measurement shall be binding and conclusive. If the contractor shall fail to comply with the requirements of his clause as to removal of scaffolding, surplus materials and rubbish and cleaning, off dirt on or before the time schedule Engineer-in-Charge may at the risk and cost of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect or any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payment on intermediate
certificate be regarded as
advances

Clause 7 : No payments shall be made for works estimated to cost less than rupees twenty thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than to rupees twenty thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer and approved by the Mayor 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 payment by way of advance against the final payment only and not as payments for work actually done complete, and shall not preclude the requiring of bad, unsound, and impact or unskillful work to be removed and taken away and re-constructed or re-created, or be considered as an admission of the due performance of the contractor 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 adjustments 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 work accordingly shall be final and binding on all parties.

Clause 8 : A bill shall be submitted by the contractor each month on or before, the date fixed by the concerned Engineer approved by the Mayor for all work executed in the previous month, and the Engineer in Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as per as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Authorized Engineer may depute a subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

.....
Signature of Tenderer

Clause 9 : The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer in-Charge approved by the Mayor and charges in the bill shall always be entered at the rates specified in the tender of in any case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rate hereinafter provided for such work.

Clause 9A. (1) Payments due to the contractor may, if so desired by him, be made to his Bank instead or directed to him, provided that the contractor furnishes to the Engineer in-Charge.

- (i) an authorized in the form of a legally valid document, e.g., irrevocable power-of-attorney conferring authority on the Bank to receive payment, and
 - (ii) his own acceptance of the correctness of the account made out as being due to him by the H.M.C. or his signature on the bill other preferred against H.M.C. before settlement by the Engineer in-Charge of account or claim by payment. While the receipt given by the bank shall constitute a full and sufficient discharge for the payment contractor should, wherever possible, presents his bill duly receipted and discharged through his bankers.
- (2) In the case of bills, which the contractor presents for payment direct and which are not endorsed in favour of the Bank, while efforts will be made to secure payment to the financing Bank, payments made to the contractor should be accepted as full Acquittance so far as the H.M.C. is concerned as part of the arrangements, the financing Bank should give the H.M.C. a letter to this effect.

Note : 1. The procedure will not affect the usual rights of the H.M.C. to deduct from contractor's bill (Whether endorsed in favour of a Bank or not) any sum due to the H.M.C. on account of penalties, over payments, etc. On this or any other contract with the H.M.C.

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

Store supplied
by Municipal Corporation

Clause 10 : If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the H.M.C. as per recommendation of the Engineer-in-Charge or if it is required that the contractor shall use certain stores to be provided by the H.M.C. (such materials and stores, and the price to be charged therefore 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 of memorandum hereto be annexed the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said scheduled or memorandum plus 10% (Ten percent) may be set off or deducted from any sums due, to the 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 then of, if the 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 the H.M.C. and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-Charge / Sub-Asstt. Engineer. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the H.M.C.'s store, if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

.....
Signature of Tenderer

In accordance with specification of drawings, other etc.

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

Alteration in Specifications and designs.

Clause 12 : The Engineer in-Charge shall have power to make any alterations in, omission from, additions to or substitutions for the original specification, drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions may be given to him in writing signed by the Engineer in -Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same condition in all rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and certificate of the Engineer in-Charge shall be conclusive as to in such proportion. If altered additional or substituted work includes any class of work, for which no rate is specified in this contract, that class of work shall be carried out at the rates entered in the Schedule of Rates mentioned in 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 payments thereof shall be made by the Engineer in -Charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates (b) the current market rate of materials and labour when even basic rates of the work are not available in the schedule. In cases when such rates are determined on analysis by the authorized engineer 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 (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 Mayor shall be final and binding.

Extension of time consequence of alteration

Rate of, works not in estimated schedule.

No compensation for alteration in or restriction of work be carried out.

Clause 13 : If at any time after the commencement of the work the H.M.C. 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 to account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall have any claim for compensation by reason of any alteration having been made in the original specification drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

.....
Signature of Tenderer

Action and compensation
payable in case of bad work

If it appears to the Engineer in-Charge that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or any inferior description or that any materials or article provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer in-Charge specifying the work, materials or articles complained of not withstanding 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 at his own cost and in the event of his failing to do within a period as specified by the Engineer in Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding ten days, while failure to do so shall continue and in the case of any such failure the Engineer in-Charge may rectify or remove, re-executed the work or remove and replace with others, the materials complained of as the case may be at the risk and expense in all respect of the contractor.

Work to be open inspection.

Clause 15: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer in-Charge and at all other time at which reasonable notice of the intention of Engineer in-Charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible agent
to be present.

Clause 16: The contractor shall give not less than five days' notice in writing to the authorized Engineer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and contract dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer in-Charge or his subordinate in charge of the work, and if any work shall be covered up or place beyond the reach of measurement without such notice having given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before
works is covered up.

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

Clause 17: If the contractor or his workmen shall break, deface, injure or destroy any part of a building, which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone post or wire, trees, grass or grass land or cultivated ground continuous to the premises on which work or any part of it is being executed or if any damage shall happens to the work while in progress, from any cause whatever or any imperfections before apartment in it within **twelve months** after a certificate final or otherwise of its completion shall have been given by the authorized Engineer as aforesaid the contractor shall make the same good at his expense, or in default the authorized Engineer may cause the same.

.....
Signature of Tenderer

Contractor liable for damage done and for imperfections for 12 months after certificate.

Be made good other workmen and deduct the expense (of which the certificate of the Engineer in-Charge shall be final) from any sums that may be then or at any time thereafter become due to contractor or from security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

The security deposit of the contractor made in the manner provided in clause I thereof shall be refundable on the expiry of twelve months after the issue of the certificate, final or otherwise of the completion of the work subject to the condition that no such refund of security deposit shall be allowed till the final bill has been prepared and passed, provided however, that in case of road work if in the opinion of the Engineer in-Charge half of the security deposit is sufficient to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months of the issue of the said certificate of completion, provided further that in the case of any work (whether Road, Building, Bridge, Electrical, Sanitary and Plumbing etc) where the Engineer in-Charge is satisfied that the contractor after completion of the major portion of the contractor is unable to execute remaining part of the work for reasons beyond his control the Engineer in-Charge in his discretion may make a proportionate refund of the security deposit to the contractor.

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

Contractor to supply plant, ladders, scaffolding etc.

Clause 18: The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the H.M.C. stores) plant, tools, appliances, implements, ladder, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the authorized Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage (therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and the materials necessary for purpose of setting out work, and counting, weight, arresting in the measurement or conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore and from the work. The contractor shall also supply without charge the requisite number of person with the means and the materials necessary for the purpose of setting out work, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the H.M.C. at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds or sale or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of deface of every suit, action or other proceeding at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor paid to compromise any claim by any such person. The contractor shall be liable for any damage arising out of non-provision of light, fencing etc.

Signature of Tenderer

Clause 18A: The Contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by the H.M.C. to the contractor for using the execution of the works under this contract and shall be liable for any loss of and damages caused to the said rollers, machinery, tools and implements by any reason whatsoever during the period the same are in the possession of the contractor and shall on demand pay to the H.M.C. such amount as may be fixed by the Mayor / Engineer in-Charge for such loss and damages, the decision of the Mayor / Engineer in-Charge in respect being final. Should the contractor fail or neglect to pay such amount on demand, the H.M.C. shall have the right and be entitled, in addition to the other rights and remedies available to it, to deduct such amount from the amount of security deposited by the contractor and / or any amount remaining payable to the contractor for any work done by the contractor.

Clause 18B: In every case in which by virtue of the provisions of section 12, sub-section (1) of the Workmen's compensation act 1923, H.M.C. is obliged to pay compensation to a workmen employed by the contractor, in execution of the work, H.M.C. will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of the H.M.C. under section 12, sub-section (2) of the said act, the H.M.C. shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the H.M.C. to the contractor whether under this contract or otherwise. The Howrah Municipal Corporation shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his given or the H.M.C. full security for all cost for which H.M.C. might become liable in consequence of contesting such claim.

Clause 19: No female labour shall be employed within the limits or a cantonment.

Labour:

Clause 19A: No labour below the age of Eighteen years shall be employed on the work.

Clause 19B (a): The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined by our department. In the event of the above course being adopted by the Engineer in-Charge, the contractor shall have no claim to compensation for any loss sustained by him reason of his having purchased or procured any materials or entered of the work of the made any advances on accounts of or with view to executing of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid the contractor shall not be entitled to cover or be paid any sum to any work thereof actually performed under this contract, unless and until the Engineer in-Charge will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified Contractor's Labour Regulations in so far as such Regulations have application within the State of West Bengal or as per the provisions of the Contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(b) The Contractor shall not withstanding the provisions of any contract to the contrary, caused to be paid fair wages to labour indirectly engaged on the work including any engage by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

.....
Signature of Tenderer

(c) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Public Works Department contractor's labour Regulations as mentioned in sub-Para (a) above made from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the contract labour (Regulation & Abolition) Rules, 1971 wherever applicable.

(d) The Mayor / Engineer in-Charge shall have the right to deduct from the moneys due to the contractor any sum required to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages, or of wages deductions made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.

(e) The contractor shall comply with the provision or Payment of Wages Act, 1936. Minimum Wages Act, 1948. Employees Liability Act, 1938, Industrial Dispute Act, 1947, Maternity benefit, 1961 and the contract labour (Regulation & Abolition) Act, 1970 or the modifications thereof any other laws relating thereto and the Rules made there under from time to time.

(f) The contractor shall indemnify the H.M.C. against payment to be made under and for the observance of the laws aforesaid and the labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnity from the sub-contractors.

(g) The regulations aforesaid be deemed to be a part of this contract and any breach thereof shall be deemed to be a gross violation of this contract.

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

Work on Sunday

Work not to be sublet contract may be rescinded and security deposit forfeited subletting, bribing, if contractor becomes insolvent.

Clause 21 : The contract shall not be assigned or sublet without specific order from H.M.C. 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 compositions with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants or agents to any public officer or person in the office of the employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Mayor / Engineer in-Charge 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 the H.M.C. and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

.....
Signature of Tenderer

Sum payable by way of compensation to be considered as reasonable compensation without reference is 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 the H.M.C. without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

Charges in construction of firm.

Clause 23 : In the case of any charge in the constitution of the firm contractor shall be forth with notice the same to the Engineer in-Charge for his information.

Works to be under direction of superintending Engineer.

Clause 24 : All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Mayor / Engineer in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Stores of European or to American manufacture be obtained Government.

Clause 25 : The contractor shall obtain from the stores of the H.M.C. all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles required thereof or in connection therewith unless he has obtained permission in writing from the Engineer in-Charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the H.M.C. will be debited to the contractor in his account at the rate shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price which for the purpose of this contract shall include the cost of carriage, incidental charges and stores charges, the lost being recoverable in addition and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lump sum in estimates

Clause 26 : 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 of 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 /Sub-Asst. Engineer, capable of measurement, may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer in-Charge /Sub-Asst. Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Action where no specification.

Clause 27 : In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with distinct specification and in the event of there being no distinct specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer in-Charge.

Definition works.

Clause 28 : The expression "works" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

.....
Signature of Tenderer

Clause 29 : The contractor (s) shall at his their own cost provided his / their labour with hutting on an approved site, shall make arrangements for coservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He / They shall also at his / their own cost make arrangements for the laying of pipe lines for water supply to his / their labour camp from the existing mains wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

.....
Signature of Tenderer

WORKS CONTRACT

AGREEMENT made the day of Two Thousand and BETWEEN the Commissioner of Howrah Municipal Corporation on behalf of the Councilors of Howrah Municipal Corporation (hereinafter called "the Councilors" of the ONE PART

AND

..... of (address)
..... (hereinafter called "the Contractor") of the OTHER PART

AND

WHEREAS the contractors has by a tender dated offered to provide, construct, erect, deliver, lay, maintain including necessary tools & plants, labour, insurance, safety, design, clearing of site, handing over the work and all other set out in the tender documents including the Specific Priced Schedule of Works with probable items and approximate quantities,

AND

WHEREAS the said tender has been approved and accepted by the meeting of Mayor-in-Council dated / Hon'ble Mayor, H.M.C.

AND

WHEREAS the letter of acceptance (Work Order) of the said tender has been issued in favour of the Contractor,

AND

WHEREAS the work order will be issued in favour of the Contractor to execute the within the stipulated time as per terms and conditions laid down in the tender documents and also in the Work Order.

AND

WHEREAS it is necessary that the contract so entered into should be embodied in a document in writing in the hereinafter appearing.

NOW IT IS AGREED as follows :

1. The contractor shall in accordance with the conditions set out in the tender documents including specific and forms part of this agreement, execute the works within the stipulated time as per specification, design, drawing etc. to the Howrah Municipal Corporation. :

Detailed Notice Inviting Tenders of Works including abridged NIT.

- (i) Special terms and conditions,
- (ii) General conditions of contract,
- (iii) Scope of work and location of site,
- (iv) Special Specifications,
- (v) Drawings
- (vi) Specific Priced Schedule of Works with probable items and approximate quantities,
- (vii) Work Order.

2. Both the first party and the second party shall be bound by the terms and conditions of the tender.
3. The Contractor shall provide access and facilities at the site of works for inspections by the Engineers and / or officials of respective organizations; as the case may be.
4. The Contractor shall adhere to the directions of Engineers / or officials at the site of works after its vetting through the authorized Engineer of the Howrah Municipal Corporation.
5. Payments for works done by the contractor shall be done by the Howrah Municipal Corporation through running account bills and final bill at least once in a month after preparation of bill through the authorized Engineer of the Howrah Municipal Corporation and after obtaining necessary approval to that effect from the relevant officials.

IN WITNESS whereof the Mayor on behalf of Howrah Municipal Corporation has caused the common seal of Howrah Municipal Corporation and also set his hand hereto and the Contractor has set his hand hereto the day, month and year first above written.

.....
Signature, name & address
of Witness

.....
Signature of Contractor

.....
(Signature, name & address of Witness)

.....
Signature of Commissioner

Fortnightly Report of the Labour Employed on Construction Work

- i) Name and location of work _____
- ii) Name of the Contractor _____
- iii) Whether employed by the H.M.C. or by the contractor : _____
- iv) Address : _____ Place : _____
- v) Employed : _____ Skilled : _____ un-skilled _____

	Men/Women	Men/Women
1. Total number of works employed during the fortnight _____	_____	_____
2. No. of persons employed by the contractor in the last working day of the Fortnight on the above work. _____	_____	_____
3. Total no. of Men hours worked during the fortnight _____	_____	_____
4. Total(basic) wages paid (in rupees) during the Fortnight _____	_____	_____
5. Total net earnings (in rupees) _____	_____	_____
6. No. of working hours during the fortnight _____	_____	_____
i) On normal day _____	_____	_____
ii) Sunday _____	_____	_____
7. i) No. of Man hours of overtime worked during the fortnight _____	_____	_____
ii) Overtime payment, if any (in rupees during the fortnight) _____	_____	_____

8. Total no. of working days during the fortnight _____
9. Length of normal wage period _____
 Accident: Fatal; Permanent Temporary; Disclaiment:
10. Total number of accidents During the fortnight _____
11. Compensation paid in any (in Rupees) during the fortnight _____
12. Column & Value of Construction done during the fortnight.
- i) Total cost of Materials (approx.)
 - ii) Total payment of works.
 - iii) Over head charges approx.
 - iv) Total Men hours worked.
13. Maternity benefit.
- i) No. of female workers, who have been given Maternity benefit.
 - ii) Amount paid.

.....
 Signature of Contractor

HOWRAH MUNICIPAL CORPORATION
4, Mahatma Gandhi Road, Howrah - 711 101

SPECIAL CONDITION OF CONTRACT

1. Scope :-

The scopes of the work consist of construction of

..... on the basis of the drawing supplied by H.M.C.

The work consists

2. Site Condition:-

The contractor should arrange for work in a planned manner without hampering activities of other citizen of Howrah and as per direction of Engineer- in-Charge.

3. Work Programme :-

The contractor should do the work with all earnestness and speed and should submit a work programme within 7 (seven) days from the date of receipt of work order & execute the work according to the programme approved by the Engineer-in-Charge. The contractor should note that the entire site of the works may not be given to him at a time. He should plan, programme, deploy, engage labours, procure materials, equipments, etc. according to the site made available to him. For such phasewise programme / no compensation / claim would be entertained.

4. Materials :-

No materials like cement, steel, bitumen etc. will be supplied by the department. Contractor should procure all materials well in advance from reputed manufacturers. All materials should be of approved quality.

5. Insurance :-

The contractor should provide labour insurance to cover accidents or injury to their workmen or other persons employed by the contractor under the provision of the Workmen Compensation Act. or any other law for time being in force or any subsequent modification thereof and keep indemnified the authority against all such damages and compensation and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect or in relation thereto. Similarly third party liability insurance as also to be covered.

The cost for all such coverage should be borne by the contractors.

6. Specification of materials :-

All materials should be supplied conforming to latest ISI specification and approved brand and make. Cement, steel etc. as approved by E/C. Mild Steel reinforcement should conform to I.S. 432 (pt-I). Tor Steel reinforcement should be of TMT variety of brands as stated below and conforming I.S. 1786 (Grade Fe-415)

All materials to be supplied by the contractor should be of approved quality and standard as directed by the Engineer-in-Charge.

Testing and as and when deemed necessary during construction should be done from any Govt. Organization or University approved by the Engineer-in-Charge. The cost of all such testing should be borne by the contractor and is to be reflected in their quoted rate (percentage above / below)

7. Technical specification:-

All construction works should be carried out in accordance with the following codes / specification where the stipulations are at variance in any respect, one will override the others (only in so far as those are at variance) in order of precedence as given below,

- Special Condition of Contract.
- Relevant codes of practice of Indian Standard Institution.
- General specification in the schedule of Public Works Department (Western Circle -II as applicable for Howrah) for building work and Sanitary and Plumbing works Corrigenda and Addenda w.e.f.
Corrigenda and Addenda w.e.f. corrigenda and Addenda w.e.f. for
water supply of K.M.D.A., schedule Sewerage & Drainage Schedule of K.M.D.A., & K.M.W. & S.A.
and Road & Bridge schedule for Road Works will be considered.

8. Machinery, tools and plants :-

All machinery, tools and plants required for work have to be supplied by the contractor at his own cost. Cost of such supply should be reflected in their quoted rate.

9. Order of precedence :-

If stipulations of the various contract documents be at variance in any respect, one will override the others only in so far as those are at variance in the order of precedence as given below:-

- Special Condition of Contract.
- The Bill of Quantities and Rates
- Printed Notice Inviting Tender
- General specification in the schedule of Rates of Government of West Bengal Public Works Department (Western Circle -II as applicable for Howrah) for building work materials and labour and for Sanitary and Plumbing works Materials and Labour effective from read with Corrigenda and Addenda w.e.f. Corrigenda and Addenda w.e.f. Corrigenda and Addenda w.e.f. water supply of rates of K.M.D.A., Sewerage & Drainage Schedule of K.M.D.A. & K.M.W. & S.A. and Road & Bridge schedule for Roads Works.

10. Supplementary works :-

The contractor has to do any works as per direction of Engineer-in-charge irrespective of whether it maintained in the items for Bill of Quantities and the rate of such items should be arrived on basis of respective schedule depending on the items with contractors premium (percentage above / below) as quoted for the Rates. In case the item is not covered with schedule the rate will be desired on the basis of actual cost incurred + 10% contractor's profit and in such case no contracted percentage will be applicable.

11. Sales Tax / Turnover tax :-

Sales tax/turnover tax as levied by the Government is to be borne by the contractors. The cost on this account should be reflected on their quoted rate (percentage above/below) and no extra claim will be entertained in this respect.

12. Building and other construction (Regularities of Employment and condition of service)**Act, 1996 & other relevant Acts and Rules :-**

The contractor is required to abide by the stipulations under the BOCW Act, 1996, BOCW welfare cases Act, 1996 and the relevant Rules framed by the State Government. A cess @ 1% of the cost of construction (value of work done) shall be deducted from each R.A. bill in compliance with the provisions of the said Acts and Rules.

13. Escalation of price :-

No escalation of price whatsoever it may be, will be entertained.

14. Security Deposit :-

Security deposit as dealt within clause-I of CONDITION OF CONTRACT in Printed Notice Inviting Tender shall be read as follows :-

SD. will be deducted from each RA bills @ 8% to covered a total sum of 10% of the value of work including the deposited earnest money. H.M.C. has the right to recover all compensation or other sum as payable by the contractor under the terms of contract from the security money.

15. Layout of structure :-

The contractor shall be responsible for the correctness of Layout with levels, dimensions and alignment of all parts of work. If at any time during the progress of the work, any error appears or arise in connection with the position, level, direction or alignment of any part of the works, the contractor on being requested to do so by the Engineer-in-charge the contractor shall rectify such errors at his own cost to the satisfaction of the Engineer-in-charge.

However any setting out that may be done or checked by the Engineer-in-charge or his representative or any line or level that may have been given or checked by either of them, shall not relieve the contractor of his responsibilities for the correctness thereof. Before starting the work, the contractor must, at his own cost and expences, erect temporary pillars as may be required in suitable place as directed by the Engineer-in-charge. These pillars from which the layout of all important levels and alignments will be fixed, must be constructed at such locations of such a nature setting out that same will not be disturbed by any means during execution. All necessary expenses to the account will be borne by the contractor.

16. Condition of Tender :-

No condition other than those stipulated in the N.I.T. is acceptable. Conditional tenders will be treated as informal and liable to be rejected.

17. Display at Site :-

The successful tenderer at his own cost shall have to properly erect / display a signboard at work site Carrying the inscription of implemented work. Under Howrah Municipal Corporation as per the direction of the Engineer-in-charge.

18. Photographs :-

Contractor has to supply Photographs at different stage of work to the Engineer-in-Charge.