

Office of the Burdwan Municipality

G.T. Road, Burdwan, West Bengal, India – 713101

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Memo No. 466/E/XII-4

Dated: 08.09.17

NOTICE INVITING ELECTRONIC BID No. 7/2017-18 (Fresh Call)
Tender Ref: No. WBMAD/BM /7/17-18

(Submission of Tender through online)

The Chairman, Burdwan Municipality, on and for behalf of the Board of Councillors of Burdwan Municipality invites sealed competitive Bid on Item rate Basis (Two part System) from reliable and resourceful Agency/Companies/Firms/Contractors having sufficient experience the eligibility and depicted hereunder for participating in the e-Bid.

1	Name of Work:		Construction of departmental store "Roudro-Brishti" at municipal Hawkers' market under Burdwan Municipality
2	Scope of Work		AS Per Annexure:
3	Location of Works:		Municipal Hawkers' market under Burdwan Municipality
4	Eligibility to participate in the Bid		Having sufficient experience in similar nature of jobs/civil engineering jobs having value not less than the 40 % of total quoted value during last five financial years prior to the date of issue of this Notice in any Government Department/Board/ Semi-Govt. /Corporation /Statutory Authority/ Undertaking etc. AND G.S.T Registration Certificate, Up to date P. Tax clearance Certificates, PAN Card, up to date Income Tax Return receipts etc.
			Note: a) Only works of nature depicted above completed successfully will be treated as credential.
			b) The bidder should have no adverse report, on any account, against their organization for any project worked during last 5 (five) years or working at present. This clause will lead for rejection of application, even after fulfilment of other eligibility criteria.
5	Documents to be produced in support of Credential for Bid Part-I (Prequalification Documents)		A successful performance and completion certificate supplemented with work order along with payment certificate issued by the competent authority shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice (Ref: Sl. No. 4 :Eligibility to participate in the Bid). Besides this, following documents shall have to be furnished:
		a.	Particulars of ownership/partnership or Board of Directors

			pertaining to the Organization/Company/Firm																																	
		b.	Experience and address, fax & telephone nos. , mobile no., & E-mail ID nos. of the firm.																																	
			<u>All documents in original to be produced in due course of time as & when asked by the Bid inviting authority.</u>																																	
6	Earnest Money		2% of the Quoted Bid price in two parts, viz.																																	
		a.	<p>The requisite cost of Bid documents (If any) and Earnest Money, as specified in this NlEB. shall be paid by online internet bank transfer or NEFT or RTGS (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Deptt., Govt. Of West Bengal). Every such Transfer shall be done on or after the date of publish of NlEB. Any Bid without such Transfer of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt have to be uploaded as Statutory document.(Scanned copy)</p> <p>Earnest Money Deposit i.e. 2% of bid amount beyond stated amount i.e. Rs.25000.00 (Rupees Twenty Five Thousand Only) shall have to be deposited after acceptance of Bid Proposal by the lowest bidder. The 2% Earnest Money of Lowest Bidder will be transferred as part of security deposit. The balance 8% will be deducted from running account bill.</p>																																	
7	Cost price of Bid documents		NIL																																	
8	Date and Time Schedule :-		<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Particulars</th> <th>Date and Time</th> </tr> </thead> <tbody> <tr> <td>a)</td> <td>Date of uploading of NlEB. and Bid Documents online) (Publishing Date)</td> <td>11/09/2017 at 10:00 Hrs.</td> </tr> <tr> <td>b)</td> <td>Documents download/sell start date (Online)</td> <td>11/09/2017 at 11:00 Hrs.</td> </tr> <tr> <td>c)</td> <td>Date of Pre Bid Meeting with the intending bidders In the office of the Chairman, Burdwan Municipality, G.T Road, Purba Bardhaman</td> <td>18/09/2017 at 16:00 Hrs.</td> </tr> <tr> <td>d)</td> <td>Bid submission start date (On line)</td> <td>11/09/2017 at 13:30 Hrs..</td> </tr> <tr> <td>e)</td> <td>Bid Submission closing (On line)</td> <td>13/10/2017 at 17:00 Hrs.</td> </tr> <tr> <td>f)</td> <td>Bid opening date for Technical Proposals (Online)</td> <td>16/10/2017 at 12:00 Hrs.</td> </tr> <tr> <td>g)</td> <td>Date of uploading list for Technically Qualified Bidders (online)</td> <td>To be notified later</td> </tr> <tr> <td>h)</td> <td>Date and Place for opening of Financial Proposal (Online)</td> <td>To be notified during uploading of Technical Evaluation Sheet of Bidders</td> </tr> <tr> <td>i)</td> <td>Date of uploading of list of qualified bidders along with the offer rates through (on line),</td> <td>To be notified later.</td> </tr> <tr> <td>j)</td> <td>Also if necessary for further negotiation through offline for final rate.</td> <td>To be notified later.</td> </tr> </tbody> </table>	Sl. No.	Particulars	Date and Time	a)	Date of uploading of NlEB. and Bid Documents online) (Publishing Date)	11/09/2017 at 10:00 Hrs.	b)	Documents download/sell start date (Online)	11/09/2017 at 11:00 Hrs.	c)	Date of Pre Bid Meeting with the intending bidders In the office of the Chairman, Burdwan Municipality, G.T Road, Purba Bardhaman	18/09/2017 at 16:00 Hrs.	d)	Bid submission start date (On line)	11/09/2017 at 13:30 Hrs..	e)	Bid Submission closing (On line)	13/10/2017 at 17:00 Hrs.	f)	Bid opening date for Technical Proposals (Online)	16/10/2017 at 12:00 Hrs.	g)	Date of uploading list for Technically Qualified Bidders (online)	To be notified later	h)	Date and Place for opening of Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Bidders	i)	Date of uploading of list of qualified bidders along with the offer rates through (on line),	To be notified later.	j)	Also if necessary for further negotiation through offline for final rate.	To be notified later.
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9	Time of completion		Time of completion of the work 30 (Thirty) calendar days from the date of issue of Work Order.																																	

1 0 .	Site inspection & general information		Intending Bidders are required to inspect the site of the Project with particular reference to location and infrastructure facilities. They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices. They should also acquainted with relevant IS specifications with latest amendments, Clauses & Sub Clauses of the Bid documents and to have fully acquainted with all details of work front & communications.
1 1 .	Bid documents		A full set of Bid documents consists of 2 Parts. These are <u>PART I</u> : -Containing all documents in relation to the name of the firm applied for and credential possessed along with all documents as depicted in Sl. No. 4 along with this NleB and its all corrigenda's. And <u>Section A</u> : Description of the Project. <u>Section B</u> : Conditions & requirements for Bidding. & <u>PART II</u> : -Containing the Following Document. Bid Price / Price Schedule. (.xls format)
1 2 .	Validity of Bid		A Bid submitted shall remain valid for a period of 120 calendar days from the date set for opening of Bids. Any extension of this validity period if required will be subject to concurrence of the Bidders.
1 3 .	Withdrawal of Bid		A Bid once submitted shall not be withdrawn within the validity period. If any Bidder/Bidders withdraw his/their Bid(s) within the validity period then Earnest Money as deposited by him/them will be forfeited.
1 4 .	Acceptance of Bid		"The Chairman, Burdwan Municipality" will accept the Bid. He /She does not bind himself/herself to accept otherwise the lowest Bid and reserves to himself/herself the right to reject any or all of the Bids received without assigning any reason thereof.
1 5 .	Intimation		The successful Bidder will be notified in writing of the acceptance of his Bid. The Bidder then becomes the "Contractor" and he shall forthwith take steps to execute Formal Contract Agreement in triplicate by depositing cost of tender document as per prevailing govt. order in appropriate " W. B. FORM NO. 2911(II) " with the "The Chairman, Burdwan Municipality," and fulfil all his obligations as required by the Contract.
1 6 .	Escalation of Cost		There will be no escalation in cost for materials or labour and the contract price mentioned in the contract stands valid till completion of the contract, and other obligation, if any.
1 7 .	Name & address of Engineer-In-Charge (EIC) of the Work		The Assistant Engineer, Burdwan Municipality, Dist. -Purba Bardhaman, West Bengal -713101 Phone & Fax: 0342 2662518 & 0342 2560717 E-mail ID – info@burdwanmunicipality.gov.in
1 8 .	Execution of Work		The Contractor is liable to execute the whole work as per direction and instruction of the Assistant Engineer, Burdwan Municipality who is the "Engineer- in- Charge" of the work under the control of "The Chaiman" Burdwan Municipality
1 9 .	Payment		Payment will be made to the successful Bidder by the "The Chairman, Burdwan Municipality"
2 0 .	Influence		Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder, who resorts to this will render his Bid liable to rejection.

Following clauses are to be adhering to by the concerned Bidder during the process of Bidding.

2 1 .	In case office faces sudden closure owing to reason beyond the scope and control of "The Chairman, Burdwan Municipality", any of last date/dates as schedule in Sl. No 8 may be extended up-to/to next and following working day without issuing further and separate notice, as the "The Chairman, Burdwan Municipality", feels it to be necessary and exigent.
2 2 .	Persons having authenticated and having registered Power of Attorney may be considered lawfully becoming to be acting on and for behalf of the Bidder.
2 3 .	Sufficient care has been taken to avoid variance in between the contents of the listed Documents in the Bid document. However, if there is any variance between the contents of different documents, the provision of documents appearing earlier in the list shall prevail over the same provided in the contents coming later.
2 4 .	Imposition of any duty/tax/rule etc. owing to change /application in legislations/enactment shall be considered as a part of the contract and to be adhering to by the Bidder/Contractor strictly.
2 5 .	Bid Acceptance Authority is the "The Chairman, Burdwan Municipality".
2 6 .	In case of any dispute arising from any clauses of similar nature between bid documents and W.B. Form no. -2911(ii), the decision of the "Chairman,Burdwan Municipality", Burdwan will be final and binding.
2 7 .	All usual deductions for taxes as applicable i.e. GST, IT etc. as applicable will be made from the bills from time to time (please refer cl.57 of section C).
2 8 .	No conditional Bid shall be entertained.
2 9 .	In the event of e-Filing intending bidder may download the Bid document from the website http://wb.tender.gov.in directly by the help of Digital Signature Certificate & necessary cost of Bid document (if any) may be paid by online internet bank transfer or NEFT or RTGS & same may be documented along with earnest money Deposit through e-Filling, (scanned copy to be submitted) (Details of which has been narrated in "Instruction to Bidders"). Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed in the Website http://etender.wb.nic.in . Bid document may be downloaded from website & submission of Technical Bid/Financial Bid as per Bid Schedule.
3 0 .	The requisite cost of Bid documents(if any) and Earnest Money, as specified in this NleB shall be paid by online internet bank transfer or NEFT or RTGS.
3 1 .	The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Bid, the cost of visiting the site shall be at the Bidder's own expense. Traffic management and execution shall be the responsibility of the Agency at his/her/their risk and cost.
3 2 .	Prospective applicants are advised to note carefully the minimum qualification criteria as Mentioned in 'Instructions to Bidders' before bidding.
3 3 .	During scrutiny, if it is come to the notice to Bid inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that Bidder will not be allowed to participate in the Bid and that application will be out rightly rejected without any prejudice.
3 4 .	Before issuance of the work order, the Bid inviting authority may verify the Credential & other documents with the original of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is either manufacture or false, in that case, L.O.A./ work order will not be issued in favour of the bidder under any circumstances.
3 5 .	If any discrepancy arises between two similar clauses on different notifications, the decision of "The Chairman, Burdwan Municipality, Burdwan" is final & binding.

3 6 .	Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970(b) Apprentice Act. 1961 and (c) minimum wages Act.1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
3 7 .	Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any Bid for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such Bid. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.
3 8 .	Any legal matter will be settled within the jurisdiction of Hon'ble District Judges Court at Burdwan, Dist.-Burdwan, West Bengal.
3 9 .	Bidder would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the conditions of the Bid documents before the Bid Inviting Authority in writing 48 hours prior to Pre Bid Meeting, beyond such period no representation in that behalf will be entertained by the Bid Inviting Authority.
4 0 .	The successful Bidder will remain liable for following with West Bengal Contract Labour (Regulation & Abolition) Act 1970 and necessary certificates from appropriate authority to be submitted within 07 (seven) days from the date of issue of work order, otherwise the work order will be cancelled.
4 1 .	The Approximate quantity of works to be laid may be deviate by (+/-) 25 % of the total quantity as given considering the actual site condition and scope of work.
4 2 .	Additional Security Deposit @ 8% (eight percent) will be deducted from each and every running bill. The entire amount of such 10% (ten percent) of Security Deposit (Initial 2% + additional 8%) will be refunded without any interest only after successful completion of the defect liability period in all respect as per clause 57 of section B after full satisfaction of E.I.C.
4 3	If any damage is occurred during the work, rectification in all respect shall be done by the agencies themselves.

**Chairman
Burdwan Municipality**

INSTRUCTION TO BIDDER/BIDDERS

SECTION – A-I

1) General guidance for e-Bidding

Instructions/ Guidelines for bidders for electronic submission of the Bids have been annexed for assisting them to participate in e-Bidding.

2) Registration of Bidder

Any Bidder willing to take part in the process of e-Bidding will have to be enrolled and registered with the Government e-procurement system, through logging on to <https://wb.tender.gov.in>. The Bidder is to click on the link for e-Bidding site as given on the web portal.

3) Digital Signature certificate (DSC)

Each Bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of Bids, from the service provider of the National Information's Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Web Site stated in Clause 2 of Guideline to Bidder. DSC is given as a USB e-Token.

4) The contractor can search and download NleB and Bid Documents Electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Bid Documents.

5) Submission of Bids.

General process of submission, Bids are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal and the other is Financial Proposal before the prescribed date and time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following further two covers (folders).

A-1. Statutory Cover Containing

1. Prequalification Document

- i. As per Sl. No. 4
- i. Prequalification Application (Sec-B, Form – I)

2. NleB(download and upload the same Digitally Signed)

3. Technical Document (To be filled, scanned & digitally signed)

- i. Affidavits (Ref: -Declaration of the Bidder)

A-2. Non statutory Cover Containing/My Documents

- i. Trade Liscence
- ii. Registration Certificate under Company Act. (If any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Clearance Certificate for the Current Year issued by the Assistant Registrar of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.-Opt.(S)

Note: - Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the Bid liable to be summarily rejected for both statutory and non-statutory cover.

Intending Bidders should upload Non-Statutory documents as per following folders in My Document:

E-Bidding system of Government of West Bengal			
Bidder Document Sub Category Master			
Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	1. G.S.T Registration/PAN / P. Tax Clearance Certificate 2. Income Tax Acknowledgement Receipt (Latest)
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	1. Proprietorship Firm (Trade License). 2. Registered Deed of partnership Firm 3. Registration Certificate under Company Act. (if any). Ltd. Company (Incorporation Certificate , Trade License) 4. Power of Attorney (For Partnership Firm/ Private Limited Company, if any) 5. Society (Society Registration copy, Trade License)
C	CREDENTIAL	C1. CREDENTIAL1	Completion Certificates along with work order and payment certificate issued by competent authority (as per Sl No. 4 of NleB)

Note: - Failure of submission of any of the above mentioned documents (as stated in A1 & A2) will render the Bid liable to summarily rejected for both statutory & non statutory cover. All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the contractor in the Declaration Folder of My Documents.

B. Bid Evaluation

- i. Opening and evaluation of Bid: - If any Bidder is exempted from payment of EMD, copy of relevant Government order needs to be furnished (applicable in case of Registered Labour Co-Operative Society).
- ii. Opening of Technical proposal: - Technical proposals will be opened by the The Bid Inviting Authority electronically from the website using his/ her Digital Signature Certificate.
- iii. Cover (folder) of statutory documents (vide Cl. No. 5.A-1) should be opened first and if found in order, cover (Folder) for non-statutory documents (vide Cl. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents the Bid will summarily be rejected.
- iv. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded and handed over to the Bid Evolution Committee for scrutiny of technical proposal and recommendation thereafter and processing of comparative statement for acceptance etc..
- v. Uploading of summary list of technically qualified bidders.
- vi. Pursuant to scrutiny and decision of the screening committee the summary list of eligible Bidder and for which their proposal will be considered and uploaded in the web portals.
- vii. While evaluation, the committee may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

C. Financial proposal

As per Sl. 11, Bid Price/ Price Schedule, to be uploaded digitally signed by the Bidder.

6) Financial capacity of a Bidder will be judged on the basis of working capital and available bid capacity as mentioned in the NleB to be derived from the information furnished in **FORM-I and II** (Section-B) i.e., Application (for Pre-qualification)

7) Penalty for suppression / distortion of facts

Submission of false document by Bidder is strictly prohibited and in case of such act by the Bidder the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

8) REJECTION OF BID

The Employer (Bid accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award

of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (Bid accepting authority) action.

The Bidder whose Bid has been accepted will be notified by the Bid Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance The Letter of Acceptance will constitute the formation of the Contract.

The Agreement in Printed Bid Form will incorporate all necessary documents e.g. NleB, all addenda-corrigendum, different filled-up forms (Section –B), Price Schedule and the same will be executed between the Bid Accepting Authority and the successful Bidder.

Chairman
Burdwan Municipality

SECTION – B

FORM –I

PRE-QUALIFICATION APPLICATION

To
The Chairman,
Burdwan Municipality,
PO:-Burdwan, Dist:-Burdwan,
West Bengal,

Ref: - Bid

for _____

_____ (Name of work) _____

NIEB No.:

Dear Sir,

Having examined the Statutory, Non statutory and NIEB documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of _____ In the capacity

_____ duly authorized to submit the order.

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

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

We understand that:

(a) Bid Inviting and Accepting Authority can amend the scope and value of the contract bid under this project.

(b) Bid Inviting and Accepting Authority reserves the right to reject any application without assigning any reason.

Enclo: - e-Filling:-

1. Statutory Documents
2. Non Statutory Documents

Date: -

Signature of applicant including title
and capacity in which application is made.

Declaration of the Bidder

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Rs. 10/- and enclosed with the Bid documents which is required to be submitted in time duly)

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

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

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

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

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

Deponent
Solemnly affirmed by the said
.....

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

Memo No. 466/E/XII-4

Dated: 08.09.17

Copy forwarded for information to-

1. The Sabhadhipati , Burdwan.ZillaParishad, Burdwan.
2. The District Magistrate , Burdwan.
3. Vice Chairman,Burdwan Municipality
4. The Executive Engineer,M.E.Dte., Burdwan Division
5. The Executive Officer, Burdwan Municipality.
6. The Finance Officer, Burdwan Municipality.
7. The Assistant Engineer, Burdwan Municipality
8. Accountant, Burdwan Division,M.E.Dte.
9. Notice Board.
10. Respective file.
11. News Papers

**Chairman
Burdwan Municipality**

SECTION - A
CONDITIONS & REQUIREMENTS FOR BIDDING

1. Submission of e-Bid document will not be allowed beyond the schedule time indicated in the e-Bidding.
2. Each Bidder shall upload his offer in envelopes (statutory and non-statutory)& .xls sheet after digitally signed super scribing the name of the work, name & address of the bidder, NIB No and date of submission of the e-Bid.
3. Each page of the e-Bid documents, drawing etc. has to be digitally signed / initiated by the authorized signatory.
4. No e-Bid proposal will be entertained without the earnest money being submitted as indicated in the NIB. No interest will be allowed for the said earnest money and the Bid issuing authority will hold the same till finalization of the e-Bid.
5. Any conditional e-Bid will be liable for rejection.
6. The Bid inviting Authority reserves the right to reserve or amend the e-Bid documents prior to the date notified for submission of the e-Bid or also to extend the time mentioned in the NIB under intimation to the Bidders.
7. e-Bid once offered cannot be withdrawn within a period of 120 calendar days from the date set for opening of e-Bids. Any extension of this validity period if required will be subject to concurrence of the Bidders.
8. Bidders would be at liberty to point out any ambiguities, contradictions, omissions, etc. seeking clarifications thereof or interpretation of any of the conditions of the e-Bid documents before the Bid Inviting Authority by uploading his/her doubt within a period of Forty eight hours before the date of Pre bid meeting as per schedule.
9. Written clarification or amendments etc. as may be issued by the Bid Inviting Authority in pursuance to the representation made by the intending Bidders under Clause 10 above shall be final and binding on the Bidders and shall form a part of the e-Bid documents. Bid Inviting Authority however, reserves the right to have pre Bid conference with the intending Bidders if deemed necessary. Any point or irregularities pr questions could not be raised after expiry of pre bid meeting.
10. Intending Bidders are required to inspect the site of the Project with particular reference to location and infrastructure facilities. They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices.

11. If expenses incurred for site inspection and all activities in the preparation and uploading of the e-Bid shall be borne by the Bidders.
12. Extra claim or any concession on the ground of insufficient data or information and absence of knowledge of conditions prevailing at the site or situation arising during the execution of the work shall not be entertained.
13. e-Bid, which have been considered valid on the result of general examination (Prequalification stage) at the time of opening, shall be subjected to subsequent detail scrutiny. Notwithstanding the general examination carried out earlier, the Bid Inviting authority reserves the right of rejection of any e-Bid, which may be found to be defective during the detail scrutiny.
14. Bidders before uploading the e-Bid documents shall have to ensure that “Declaration by the e-Bidder” in the pro-forma set out in the e-Bid documents is to be filed separately with the e-Bid documents in the form of Affidavit to be affirmed by the same person signing the Bid documents.
15. The Bid inviting authority reserves the right to accept or reject any or all of the eBid received or to split up the work in groups or to relax any clause without assigning any reason thereof.
16. This set of Bid documents consists of:
 - a. Detail Notice inviting Bid.
 - b. Declaration by the e-Bidder.
 - c. Main Bid Documents consists of PART I & PART II (Technical) & financial(.xls format)
 - d. W.B.Form no.-2911(ii)

Chairman
Burdwan Municipality

SECTION – B

General Conditions of Contract

1.0 DEFINITIONS AND INTERPRETATION

(1) In the Contract, as hereinafter defined, the following words and expressions shall have to be meanings hereby assigned to them, except where the context otherwise requires:

(a) "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid. "However in spite of approval from Competent Authority contractor is solely responsible for design-cum-execution of the whole project as it is turnkey job"

(b) Authority means the "The Chairman, Burdwan Municipality" or his Authorized representative and the "directorate" means Burdwan Municipality or its authorized representatives.

(c) "Bank" means the "State Bank of India" or any other Nationalized Bank/ Scheduled Bank

(d) "Calendar day" means a period of twenty four hours extending from midnight to midnight.

(e) "Cash" includes cheque, bank drafts and any other payment voucher authorizing payment from any bank or treasury.

(f) "Contractor" means the person or persons, firm or Corporation who have entered into the contract for the performance of the work.

(g) "Contract price" means the sum as stated in the Bid submitted by the contractor subject to such additions there to or deductions therefore as may be made under the provisions of the contract documents and accepted by the Employer.

(h) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution or maintenance of the works but do not include materials or other things intended to form or forming part of the permanent works.

(i) "District" or Burdwan Municipal Area means the area described as such in Schedule-I of The Act;

(j) "Drawings" means the drawings referred to in the Bid documents and any modification of such drawings approved in writing by the "Chairman ,Burdwan Municipality." or his representatives from time to time.

(k) "Employer" means "The Chairman, Burdwan Municipality"

(l) "Engineer in Charge" means the Assistant Engineer, Burdwan Municipality, Burdwan.

(m) "Engineer's Representatives" means any Sub-Assistant Engineer or any Technical Personnel of works appointed from time to time by the Employer or the Engineer to perform the duties set forth

in Clause 2 hereof, whose authority shall be notified in writing to the Contractor by the Engineer-in Charge.

(n) "Ground Level (EGL)" means the level of the referred point of the exposed surface of the ground, road or pavement free from extraneous materials and High Flood Level(HFL) or Finished Ground Level(FGL) is the referred top most point of the nearby road shown in site plan.

(o) "Holidays" means a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 or such other day on which the office of the Authority remains closed for the day.

(p) "Local Authority" not only means a Municipal Corporation or Municipality (ULB) or other authority legally entitled to the control or manage local funds but also includes the West Bengal State Electricity Distribution Company Ltd.

(q) "Month" means English calendar month.

(r) "Permanent Work" means the permanent works including equipment to be supplied, executed, erected and maintained in accordance with the Contract.

(s) "Road" shall include a street, avenue, lane, by-lane or any other access routes over which a person authorized by a Local Authority has a right of way.

(t) "Rupees" (or Rs. in abbreviation) shall mean Rupees in Indian Currency.

(u) "Site" means the land and other placed on, under in or through which the Permanent. Works or Temporary Works are to be executed and any other lands and places provided or arranged by the employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the Site.

(v) "Specification" means the specification referred to in the Bid and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the "Chairman, Burdwan Municipality,. Further specification laid down in the P.W.D Schedule of Govt. Of West Bengal & all relevant IS codes with latest amendments will be implied after due approval from competent authority. In case of any ambiguity or completion of different schedule the decision of "Chairman, Burdwan Municipality, will be final and bindings.

(w) "Store" means such storage areas including depot, go down, stockyard, dumping yard etc. maintained by the Authority) or where supply of any material for the construction or any work has been undertaken by any authorized agent, by such agent within the District.

(x) "Temporary Works" means all temporary works of every kind required in or about the execution or maintenance of the Permanent Works.

(y) "Bid Date" means the date fixed for receipt of Bids as per Notice Inviting Bids or as extended by subsequent notification(s).

(z) "Bidder" means the person, or persons, Firm, Company or Corporation submitting a Bid for the work contemplated either directly or through a duly authorized representative;

(aa)"The Act" West Bengal Municipal Act, 1975.

(bb)"Time" expressed by hours of the clock shall be according to the Indian Standard Time.

(cc)"Water main" means any pipe or conduit of cast iron, steel or of any other material intended to convey or distribute water;

(dd)"Works" shall include both Permanent Works and Temporary Works.

(ee)"Work" means all of the work of the project called for or shown in the Bid documents including preparation, construction improvement and cleans up.

(2) Singular and Plural: Works importing the singular only also include the plural and vice versa where the context demands.

(3) Headings or Notes: The headings and marginal notes in these Conditions of Contract shall be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

(4) Cost: The work "cost" shall be deemed to include overhead costs whether on or off the Site.

(5) Period of completion: The period of completion shall be 365 (Three sixty five Days) after issuing the work order.

2.0. ENGINEER IN CHARGE AND HIS REPRESENTATIVES

(1) Duties and Powers of Engineer in Charge and his Representative - The Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract. Fixation and acceptance of rates for altered or substituted items of work or for additional items of work or their deletion shall however always rest with the same authority (by designation) as had accepted the original Bid.

(2) Representative(s) shall be responsible to the EIC and his/their duties are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, not, accept as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the Works.

(a) Failure of the Engineer's Representative to disapprove any work of materials shall not prejudice the power of the Chairman, Burdwan Municipality, thereafter to disapprove such work or materials and to order the pulling down, removal of breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Chairman Burdwan Municipality, , who shall thereupon confirm, reverse or vary such decision.

3.0 ASSIGNMENT

The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or there under, otherwise than a change in the Contractor's bankers of any money due or to become due under this contract, without the prior written consent of the EIC.

4.0 SUBLETTING

The Contractor shall not sublet the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not sublet any part of the Works without the prior written consent of the Chairman, Burdwan Municipality, which shall not be unreasonably withhold and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of the said sub-contractor including his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen, provided always that the provision' of labours on a piece-work basis shall not be deemed to be a subletting under this clause.

5.0 CONTRACT DOCUMENTS

(1a) Language: The Contract documents shall be drawn up in the English language. All correspondence, orders, notices etc. shall also be in English.

(1b) Law: The law of India and of the State of West Bengal shall apply to the Contract and the Contract is to be construed accordingly.

(2) Documents Mutually Explanatory: The several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Chairman Burdwan Municipality, in terms of the provisions in Clause B-2.3 of the Conditions and Requirements for Biding (omitted portion) who shall thereafter issue to the Contractor instructions thereon. Provided always that if, in the opinion of the Engineer, compliance with any such instructions shall involve the Contractor in any cost, which by reason of such ambiguity or discrepancy could not reasonably have been foreseen by the Contractor, the Engineer shall certify and shall pay such additional sum as may be reasonable to cover such costs with recommendation of the Chairman Burdwan Municipality,.

6.0 DRAWINGS

(1) Custody of drawing: All the approved Drawings shall remain in the safe custody of the Assistant Engineer, Burdwan Municipality, but one copy thereof shall be furnished to the Contractor free of charge. The Contractor shall provide and make at his own expenses any further copies required by him. At the Completion of the Contract, the Contractor shall return to the Assistant Engineer, Burdwan Municipality, Govt. of West Bengal all drawings as provided under the Contract.

(2) One copy of approved drawing is to be kept on site. One copy of the Drawings furnished by the Contractor as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer, and his Representatives and by any other persons authorized by the Engineer in writing.

(3) Disruption of progress: The Contractor shall give written notice to EIC whenever planning or progress of the works is likely to be delayed or disrupted unless any further approval of drawing or order, including a direction instruction or approval is issued by Chairman, Burdwan Municipality, on recommendation of Assistant Engineer, Burdwan Municipality within a reasonable time. The notice shall include details of the drawing or order required, and of why and by whom it is required and of any delay or disruption likely to be suffered if it is further delayed.

(4) The contractors should submit required design calculations along with drawing. If required by Chairman, Burdwan Municipality, / E.I.C the design shall be submitted in latest version of civil, Mechanical, & Electrical software's with their hard copies and soft copies (in CD).

7.0 ADDITIONAL COPIES OF DRAWINGS

The EIC shall have full power and authority to supply to or demand from the Contractor, from time to time, during the progress of the Works, such further drawings as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works. The Contractor shall carry out and be bound by the same. Adequacy as determined by the EIC shall be final and binding on the Contractor.

8.0 GENERAL OBLIGATION

Contractor's General Responsibilities - The Contractor shall, subject to the provision of the Contract, and with due care and diligence, execute and maintain the Works and supply all labour, including the supervision thereof, materials, equipment, Constructional Plant and machinery, tools and all other things whether of a temporary or permanent nature, required for such execution and maintenance, so far as necessary for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall take full responsibility for the adequacy, stability, safety & security or all Site operations and methods of construction, erection etc. During trial run and annual maintenance period the contractor has to assured safety and security of the whole plant by providing necessary guard/watchmen at his own cost.

9.0. CONTRACT AGREEMENT

The Contractor shall, when called upon to do so, enter into and execute a Contract Agreement, to be prepared and completed in the form annexed with such modification as may be necessary.

The successful Bidder shall also give the following guarantee in respect of the equipment supplied by him.

- i) All equipment shall be free from any defects due to faulty design of the components, materials and/or workmanship
- ii) The equipment shall operate satisfactory. The performance and efficiency shall not be less than guaranteed values.
- iii) Formal acceptance of the work or equipment covered under the contract will not be made by the EIC until all the work done by the contractor has satisfactorily passed all tests required and run for a reasonable period to his satisfaction.

If during testing of work, including equipment prior of formal acceptance, the same or the material thereof must satisfy in respect of meeting the specification guaranteed or otherwise the Contractor shall replace all such equipment etc. in a condition which will meet the guaranteed performance and be up to the specification, in both material and workmanship.

Any such work shall be carried out by the contractor at his own expense, if such work shall, in the opinion of the Engineer-in-Charge, be necessary due to the use of materials or workmanship not in accordance with the contract and/or to the neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If the contractor shall fail to do any such work as per aforesaid requirement of the Engineer-in-Charge, the EIC shall be entitled to have such work carried out by its own workman, or by others hired for the purpose, and if such work is in the opinion of the Engineer-in-Charge for which the contractor should have carried out at the contractor's own cost, the department shall be entitled to recover from the contractor the supervision cost deemed fit together with the cost increased for the purpose and may deduct the same from any money due to or that may become due to the Contractor.

10.1 START-UP GUARANTEES

Until such time as the equipment or material installed and erected under the contract is finally accepted by the Department in keeping with the terms and condition of this contract and associated specifications the responsibility for proper storage, testing, maintenance and efficient of the same shall be that of the contractor. Prior to start-up contractor shall be required to service of the equipment and during start-up render such assistance as may be necessary or request for by the Employer.

When the equipment has not been manufactured by the bidder, Back to Back Guarantee shall be provided and the manufacturer recommendations for installation of the same shall be strictly adhered to and any defects developing due to faulty installation transportation and / or erection during start-up or during a period of one year from the date of commissioning shall be rectified, remedied or made good by the contractor through manufacturer, if considered by the Department, at his own cost. When the equipment has manufactured by the bidder himself, rectification within similar period is compulsory.

11.0. INSPECTION OF SITE

The EIC shall have made available to the Bidder with the Bid documents such data like its location, distance from fixed point including the layout drawing and location of the primary grid point, level drawing data the source of filling the reservoir and the Bid shall be deemed to have been based on such data. But the Bidder shall be responsible for his own interpretation thereof. The Bidder may also undertake investigations at his own cost on such levels or any other levels prior to submission of his offer.

The Bidder shall also be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable,

before submitting his Bid; as to the form and nature thereof, including the sub-surface conditions, topography together in the level, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and, in general shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

12.0 SUFFICIENCY OF BID AND ADVERSE PHYSICAL CONDITIONS, ARTIFICIAL OBSTRUCTIONS

The Bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices quoted in the Schedule of prices, which Bid rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. If, however, during the execution of its Works the Contractor shall encounter physical conditions, other than Climatic conditions on the Site, or artificial obstructions, which conditions or obstructions could, in his opinion, not have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions or artificial obstructions could not have

been reasonably foreseen by an experienced contractor, then the Engineer shall certify and the EIC shall pay the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost with due recommendation of Chairman Burdwan Municipality.

a) Of complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and

b) Of any proper and reasonable measures approved by the EIC on recommendation of Superintendent Engineer West Circle Burdwan Municipality, which the Contractor may take in the absence of specific instructions from the EIC as a result of such conditions or obstructions encountered.

13.0. WORK TO BE TO THE SATISFACTION OF ENGINEER IN CHARGE

Save in so far as it is not legally or physically impossible, the Contractor shall execute and maintain the Works in strict accordance with the Contract to the satisfaction of the EIC and shall comply with and adhere strictly to the EIC's instructions and directions on any matter whether mentioned in the Contract or not touching or concerning the Works.

14.0. WORK PROGRAM

(1) The Contractor shall, after the acceptance of his Bid, submit to the EIC for his approval a program showing the order of procedure in which he proposes to carry out the Works. The Contractor shall, whenever required by the EIC, also provide in writing for his information, general description of the arrangements and methods, which the Contractor proposes to adopt for the execution of the Works.

(2) If at any time it should appear to the EIC that the actual progress of the Works does not conform to the approved program referred in sub-clause (1) of this Clause, the Contractor shall

produce, at the request of the EIC, a revised program showing the modifications to the approved program necessary to ensure completion of the Works within the time for completion as defined in Clause 42 hereof.

(3) The submission to and approval by the EIC of such program or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

15.0. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Chairman Burdwan Municipality, Burdwan, may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative approved of in writing by the Chairperson, which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the Superintendence of the same. If such approval be withdrawn by the Chairman Burdwan Municipality, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned after receiving written notice of such withdraw, remove the agent from the works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another agent approved by the Chairman Burdwan Municipality,. Such authorized agent or representative shall receive, on behalf of the Contractor, direction and instruction from the Chairman Burdwan Municipality, or, subject to the limitations of Clause 2 hereof the Engineer's Representative. The agent or representative of the Contractor must be able to speak and communicate in English/Bengali. In the absence of the Contractor's designated agent or representative for a particular operation on any site of the works the Contractor's supervisory staff or sub-agent or leading hands shall be instructed to receive and carry out any instruction or direction issued or given by the Chairman Burdwan Municipality, or the EIC.

16.0. EMPLOYEES

(1) Contractor's Employees - The Contractor shall provide and employ on the Site in connection with the laying of pipelines.

a) The technical assistants as are skilled and experienced in their respective fields to give proper supervision to the work they are required to supervise, and

b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

c) Employees covered under (a) and (b) may have to be provided with identity cards as specified by the EIC.

(2) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Work any person employed by the Contractor in or about the execution or maintenance of the Works who, in the opinion of the Assistant Engineer, , misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Assistant Engineer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Assistant Engineer. Any person so removed from the

Works shall be replaced as soon as possible by a competent substitute approved by the Assistant Engineer.

17.0. SETTING-OUT

The Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the position levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances/and labour in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor required to do so by the Engineer or the Engineer's Representative, shall at his own cost, rectify such error to the satisfaction of the Engineer or the Engineer's Representative, unless such error is based on incorrect data supplied in writing by the Engineer, in which case the expense of rectifying the same shall be borne by the Employer. The checking of any setting-out or of any line or level by the Engineer or the Engineer's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and reserve all bench-marks, sight trails pegs and other things used in setting out the Works.

18.0. WATCHING AND LIGHTING

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing, as and when/where necessary or as required by the EIC or the

Engineer's Representative, for the protection of the works, contractor's employees, and employee's supervisor or for any other reason deemed fit by the Engineer.

19.0. WORKS & RISKS

(1) Care of Works: From the commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works, pursuant to Clause 47 hereof, the Contractor shall take full responsibility for the care thereof. Provided that if the EIC shall issue a Certificate of Completion in respect of any part of the Permanent Works, the Contractor shall cease to be liable for the care of that part of the Permanent Works (O&M not counted) from the date stated in the Certificate of Completion in respect of that part and the responsibility for the care of that part shall pass to the EIC provided further that the Contractor shall take full responsibility for the care of any outstanding work which he shall have undertaken to finish during the period to Maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, save and except the expected risks as defined in sub-clause (2) of this Clause, while the Contractor shall be responsible for the care thereof the Contractor shall, at his Own cost, repair and make good the same, so that at completion the permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the EIC instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the EIC and subject always to the provisions of Clause 62 hereof, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the

Works occasioned by him in the Course of any operations carried out by him for the purpose of completing any outstanding works or complying with his obligations under Clause 48 or 49 hereof.

(2) Expected Risks: The 'expected risks' are war, hostilities, invasion, act of foreign enemies, rebellion, revolution insurrection or military or usurped power, civil war or unless solely restricted to employees of the Contractor or of his sub- contractors and arising from the conduct of his workers, riot commotion or use or occupation by the EIC of any part of the Permanent. Works, or a cause solely due to the Engineer's design of the Works, or ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speeds, or any such operation of the force of nature as an experienced contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively recurred to as "the expected risks."

20.0. INSURANCE OF WORKS, ETC.

Without limiting his obligations and responsibilities under Clause 19 hereof the Contractor shall insure in the names of the Employer and the Contractor against all loss or damage from whatever cause arising, other than the expected risks, for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered for the period stipulated in Clause 19(1) hereof and are also covered during the Period of Guarantee for loss or damage arising from a cause, occurring prior to the commencement of the Period of Guarantee, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 48 or 49 hereof.

a) The Works for the time being executed to the estimated current contract value thereof together with the materials for incorporation in the Works at the replacement value.

b) The Constructional Plant and other things brought on the Site by the Contractor to the replacement value of such Constructional Plant and other things. These shall include materials belonging to the EIC but issued to or intended to be issued to the Contractor for use in the Works. Such insurance shall be affected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall whenever required, produce to the EIC or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premiums.

21.0. DAMAGES

(1) Damage to persons and property: The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the EIC against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution, operation and maintenance of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to :

a) The permanent use of occupation of land by the Works or any part thereof.

- b) The right of the EIC to execute the Works or any part thereof on over under, in or through any land.
- c) Injuries or damage to persons or property which are the unavoidable result of the execution, operation or maintenance- of the Works in accordance with the Contract.
- d) Injuries or damages to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the EIC, his servant or agents or other contractors for the damage or injury.
- (2) Indemnity of EIC: The Contractor shall indemnify the EIC against all claims, proceedings, damages, costs charges and expenses in respect of the matters referred to the provision to sub-clause (1) of this Clause.

22.0. INSURANCE

- (1) Third Party Insurance : Before commencing the execution of the Works the Contractor, but without limiting his obligations and responsibilities under Clause 21 hereof, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the EIC, or to any person, including any employee of the EIC, by or arising out to the execution of the Works or in the carrying out of the Contract, otherwise than due to the matters referred to in the proviso to Clause 21 (I) hereof.
- (2) Minimum Amount of third party insurance: Such insurance shall be affected with an insurer and in terms approved by the EIC, which approval shall not be unreasonably withheld, and for a least the amount started in the Appendix to the Bid. The Contractor shall, whenever required, produce to the EIC or the Engineer's Representative the policy or policies or insurance and the receipts for payment of the current premium. However, the Bidder should insure for an amount commensurate with the risk involved subject to the minimum amount prescribed elsewhere in the Bid.
- (3) Provision to indemnify Employer: The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive It identify under the policy being brought or made against the Chairman, Burdwan Municipality the insurer will indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

23.0. ACCIDENT, INJURIES

- (1) Accident or injury to Workmen: The EIC shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any subcontractor, save and except an accident or injury resulting from any act or default of the EIC, his agents, or servants. The Contractor shall indemnify and keep indemnified the EIC against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

(2) Insurance Against Accident, etc., to workmen: The Contractor shall insure against such liability with an insurer approved by the EIC, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any person is employed by him on the works and shall, when required, produce to the EIC or the Engineer's Representative such policy of insurance and the receipts for payment of the current premium. Provided always that, in respect of any person employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the EIC is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the EIC when required, such policy of insurance and the receipt for the payment of the current premium.

(3) Notification to insurer: It shall be the duty of the Contractor to notify the insurers under any of the insurance referred to in Clause 20, 22 and 23 hereof any matter or count which by the terms of such insurance are required to be notified and the Contractor shall indemnify and keep indemnified the EIC against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or resulting from any default by the Contractor in complying with the requirements of this sub-clause whether as a result of the avoidance of such insurance or otherwise.

(4) All Insurances at Contractor's cost - The insurances referred to in Clause 21, 22 &

23 hereof shall be entirely at the cost and expenses of the Contractor and be included within his rates.

24.0. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the Contractor shall fail to effect and keep in force the insurance referred to in Clause 20, 22 and 23 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the EIC may effect and keep in force any such insurance and pay such premium or premiums including fines as may be necessary for that purpose and from time to time and deduct double the amount so paid by the employer as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

25.0. (1) Giving of Notices and Payment of Fees:

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, ordinance, or other law, or any rules regulation, or bye-law of any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

(2) Compliance with Statutes, Regulations, etc. - The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the Rules, regulations or bye-laws or any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the EIC indemnified against all penalties, fines and liability of every kind for breach of any such Statute, ordinance of Law, regulation of bye law.

26.0. FOSSILS, TREASURE TROVE ETC.

All fossils, Any treasure trove, coins articles of value or object with antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and shall be handed over to the owner.

27.0. PATENT RIGHTS AND ROYALTIES

The Contractor shall save harmless and indemnify the EIC from and against all claims and proceedings for or on account of infringement of any patent, rights, design Trade mark or name or other protected right in respect of any Constructional Plant, machine works, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensations, if any, for getting stone, sand, gravel, clay or other materials or equipment required for the works or any of them.

28.0. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution of the Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the existing plant workers, member of the public, or the access to use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of the EIC or of any other person or local authority.

29.0. TRAFFIC

(1) Extraordinary Traffic: The Contractor shall use every reasonable means to prevent any of the highways, railways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of this sub-contractors and, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways, railways and bridges.

(2) Special Loads: Should it be found necessary for the Contractor to move one or more loads of Constructional plant, machinery or pre-constructed units or parts of units of work over part of a highway, railway or bridge, the moving whereof is likely to damage any highway, railway or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such highway, railway or bridge give notice to the EIC or Engineer's Representative or the local authority of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway, railway or bridge. The Contractor at his own cost and expenses shall carry out such proposals, including any modifications thereto that the Engineer or the local authority may require.

(3) Settlement of Extraordinary Traffic Claims: If during the Carrying out of the Works damage or injury to railways, railway or bridge occurs due to moving of one or more loads of Constructional Plant machinery or pre-constructed units or parts of units of work, the Employer shall conduct the necessary investigation for the purpose of determining the Contractor's liability. If the damage is due

to failure on the part of the Contractor to observe and perform his obligations under sub-clause (1) and (2) of this Clause then the restoration / repair of the damaged portion of road or structure certified by the Engineer or local authority to be due to such failure shall be undertaken by or be chargeable against the Contractor.

(4) Water-borne Traffic: Where the nature of the Works is such as to require the use by the Contractor of water-borne transport the foregoing provisions of this Clause shall be construed as though "highway" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

30.0. RESTRICTION

(a) Restriction of Movements: The work shall have to be executed within the protected area of existing water works. The existing rules and regulation related to ingress and egress of labour and material shall have to be followed strictly in consultation with and as per direction of the EIC or the local authority as the case may be. No labour, Supervisor or Engineer of the contractor shall enter inside the treatment plant, pump house or any other existing installations without prior permission of concerned officers EIC.

(b) Opportunities for other contractors: The Contractor shall in accordance with the requirements of the EIC, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If, however, the Contractor shall, on the written request of the EIC or the Engineer's Representative, make available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible, or permit the use by any such of the Contractor's scaffolding or other plant on the Site, or provide any other service of whatsoever nature, the Employer shall pay to the Contractor in respect of such use or service such sum or sums if at all as shall, in the opinion of the Engineer, be reasonable.

31.0. CONTRACTOR TO KEEP SITE CLEAR

During the progress of the works the Contractor shall keep the site reasonable free from all necessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

32.0. CLEARANCE OF SITE ON COMPLETION

On the completion of the Works the Contractor shall clear away and remove from the site all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind, and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Superintending Engineer, West Circle, Burdwan Municipality, Burdwan.

33.0. LABOUR

- (1) Engagement of labour: The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.
- (2) Supply of water: The Contractor shall, so far as is reasonably practicable having regard to local conditions, provide on the Site, to the satisfaction of the EIC representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.
- (3) Alcoholic Liquor or Drugs: The Contractor or his workmen shall not consume or sale or gift or be under the influence of any drug/narcotics or Alcoholic liquor within the vicinity of the Construction site.
- (4) Arms and Ammunition: The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
- (5) Festivals and Religious Customs: The Contractor shall in all dealing with labour in his employment have due regard to all recognized festivals days of rest and religious or other customs.
- (6) Epidemic: In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- (7) Disorderly Conduct etc.: The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees or workers and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.
- (8) Compliance with Laws, regulation etc. relating to labour: In respect of the engagement, employment, transport, payment, feeding, housing and working conditions of labour and all matters connected there with the Contractor shall at all times during the continuance of the Contract, comply in all respects with and carry out all obligations imposed on him by the provisions and requirements of the following statutes.
 - (a) The Apprentices Act 1961 (Act 52 of 1961) and Rules and Regulations issued there under from time to time.
 - (b) The Contract Labour Regulation and abolition Act 1970 (Act 37 of 1970) and Rules made there under (West Bengal Contract Labour Regulation and Abolition Rules 1972) from time to time.
 - (c) The Payment of Wages Act 1936, the Minimum Wages Act 1948, the Employees Liability Act 1938, the Industrial Disputes Act 1947, the Maternity Benefits Act 1961, the Employees State Insurance Act 1948 including modifications thereto the Rules and Regulations framed there under from time to time.
 - (d) Other existing National or State Statute, Ordinance or other Law or any Regulation or Bye-law of any local or other duly constituted authority which may be applicable, including any such Law,

Regulation or Order that may be passed or ordered from time to time and come into force during the tenure of the Contract.

(9) Employees Provident Fund: The Contractor shall comply with the provisions of the relevant Employees Provident Fund Act or Rules in force in the State along with the provisions of all rules and Regulations made there under from time to time, and shall in particular be responsible for the payment of all contributions as laid down under the Act/Rules.

(10) Trade union rights: The Contractor shall recognize the freedom of all workmen employed by him in and for performance of the Contract to be members of registered Trade Unions and shall not in any manner prevent or discourage any such workman from becoming a member of a registered Trade Union or discriminate against any workmen who is a member of a registered Trade Union.

(11) Local Labour: As far as possible local labour shall be engaged as unskilled labour.

(12) Fair Wages - The Contractor shall in respect of all workers employed by him in and for the performance of the Contract pay rates of wages and observe the conditions of employment not less favourable than those provided under the relevant labour law as applicable to the State.

(13) Medical Attendance: The Contractor shall provide, to the satisfaction of the Government or Local Authorities Concerned, adequate medical attendance for his employees and labour.

(14) Report or Accident: The Contractor shall, within twenty four (24) hours of the occurrence of any accident at or about the site or in connection with the execution of the Work, report such an accident to the Engineer. The Contractor shall also report such accident to the competent authority whenever law requires such a report.

(15) Report required by Labour Commissioner: The Contractor shall submit, at the request of the Labour Commissioner or of the Assistant Commissioner of the State such returns as may be called for from time to time in respect of labour employed by the Contractor and by his subcontractors in the execution of the Contract. If so required, the Contractor shall furnish the names and address of all subcontractors to the Labour Commissioner. Statutory provisions in these regards are to be also complied with.

(16) The Contractor shall be responsible for observance by his subcontractor of all the foregoing provision of sub-clause (1) to (15) of this Clause 33.

34.0. RETURNS OF LABOUR ETC.

The Contractor shall, if required by the EIC, deliver to the EIC, or at his office a return in detail in such form and at such intervals as the EIC may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional Plant as the Superintending Engineer, West Circle, Burdwan Municipality or his Representative may require.

35.0. MATERIALS AND WORKMANSHIP

(1) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests

as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples or materials before incorporation in the Works for testing as may be selected and required by the EIC, be it at site or at the manufacturer/Vendors premises or elsewhere.

(2) Cost of samples: The Contractor at the cost and expense of him shall furnish all samples of materials as may be required by the EIC.

(3) Cost of Tests: The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the Contract and in the cases only of a test under load or of a test to ascertain whether the design of any furnished or partially finished work in appropriate for the purpose which it was intended to fulfil is particularized in the Contract in sufficient detail to enable the Contractor to price or allow for the same in his Bid.

(4) Cost of Tests not provided for, etc.: If the EIC orders any test, which is either;

a) Not so intended by or provided for, or

b) (In the cases above mentioned) is not so particularized, or

c) Though so intended or provided for is ordered by the Engineer to be carried out by an independent person or organization at any place other than the Site or the place of manufacture or fabrication of the materials tested, then the cost of such test shall be borne by the Contractor, if the tests shows the workmanship or materials not to be in accordance with the provisions of the Contract or the Engineer's instruction, but otherwise the cost shall be borne by the Employer.

36.0. INSPECTION OF OPERATIONS

The Engineer and any person authorized by him shall at all times have access to the Works and to all workshops stores and places where work is being prepared or from where material manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

37.0. EXAMINATION

(1) Examination of work before covering up: No work shall be covered up or put out of view without the approval of the Superintending Engineer, West Circle, Municipal Engineer Directorate or the his authorized Representative and the Contractor shall afford full opportunity for the EIC or the Engineer's Representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer's Representative where any such work or foundations is or are ready or about to be ready for examinations and the Engineer's Representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examine such foundations

(2) Uncovering and making openings: The Contractor shall uncover any part or parts of the Works or make opening in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Superintending Engineer, West Circle, Municipal Engineer Directorate or the his authorized Representative. If any such part or parts have been recovered up or put out of view after compliance with the requirement of sub-clause (1) of this Clause and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be, borne by the Employer, but in any other case all costs shall be borne by the Contractor.

38.0. REMOVAL

(1) Removal of improper work and materials: The EIC shall during the progress of the works have power to order in writing from time to time.

a) The removal from the Site, within such time or time as may be specified in the order, of any materials, which in the opinion of the Engineer, are not in accordance with the Contract.

b) The substitution of improper, substandard and unsuitable materials, and

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which in respect of materials or workmanship is not in the opinion of the Engineer, in accordance with the Contract

(2) Default of Contractor in Compliance: In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any sum due or' which may become due to the Contractor.

39.0. SUSPENSION

(1) Suspension of work: The Contractor shall, on the written order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work, so far as is necessary in the opinion of the Engineer. The extra cost incurred by the Contractor in giving effect to the Engineer's instruction under this Clause shall be borne and paid by the Employer unless such suspension is

a) Otherwise provided for in the Contract, or

b) Necessary by reason of some default on the part of the Contractor, or

c) Necessary by reason of climatic conditions on the Site, or

d) Necessary for the proper execution of the work or for the safety of workmen or Works of any part thereof in so far as such necessity does not arise from any act or default by the Engineer or the Employer or from any of the expected risks defined in Clause 19 hereof provided that the Contractor shall not be entitled to recover any such extra cost unless he gives written notice of his intention to claim to the Employer within twenty-eight days of the Engineer's order. The EIC shall

settle and determine such extra payment and/or extension of time under Clause 43 hereof to be made to the Contractor in respect of such claim as shall in the opinion of the Employer be fair and reasonable.

(2) Suspension lasting more than 90 days: If the progress of the Works or any part thereof is suspended on the written order of the EIC and if permission to resume Work is not given by the EIC within a period of ninety days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of sub-clause (1) of this Clause, the Contractor may serve a written notice on the Employer requiring permission within twenty eight days from the receipt thereof to proceed with the Works, or that part thereof in regard in which progress is suspended and, if such permission is not granted within that time, the Contractor by a further written notice so served may, but is not bound to, elect or treat the suspension where it affects part only of the Works as an omission of such part under Clause 50 hereof, or where it affects the whole Works as an abandonment of the Contract by the Employer.

40.0. COMMENCEMENT TIME AND DELAYS

1.0 Commencement of works: The Contractor shall commence the Works on Site within the period named in the Appendix to the Bid after the receipt by him of a written order to this effect from the Engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer, or be wholly beyond the Contractor's Control.

2.0 Any other data that the Bidder considers relevant for laying of pipeline.

3.0 Any other reasonable data that may be asked for.

41.0. POSSESSION

(1) Possession of site: Save in so far as the contract may prescribe, the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the Programmed referred to in Clause 14 hereof, if any, and otherwise in accordance with such reasonable proposals, of the Contractor as he shall, by written notice to the Engineer, make and will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with the said Programmed or proposals, as the case may be. If the Contractor suffers delays or incurs cost for failure on the part of the Employer to give possession in accordance with the terms of this Clause, the Employer shall grant an extension of time for the completion of the Works and certify such sum as, in his opinion, shall be fair to cover the cost incurred, which sum shall be paid by the Employer.

(2) Way leaves etc.: The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his

own cost any additional accommodation outside the site required by him for the purpose of the works.

42.0. TIME

(1) Time of Completion and progress of Works: The progress of the work shall conform to the approved Work Programmed in terms of Clauses 14 hereof, and subject to any requirement in the contract as the completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 47 hereof, within the time stated in the Contract calculated from last days of the period named in the Appendix to the Bid as that within which the Works are to be commenced, or such extended time as may be allowed under Clause 43 hereof.

(2) Failure in keeping to stages of work Programmed: If the Contractor does not keep to the approved program and continues at any stage to fall behind his schedule by as much as twenty percent (20%) of the said approved work programmed, within thirty (30) days from receipt by him of a written notice from the Engineer, or if in the opinion of the Engineer the delay will substantially affect operation activities or execution of a major work item and it is ascertained by the Engineer that the Contractor cannot remedy the occasion within the stipulated time, the Superintending Engineer, West Circle, M.E. Dte on recommendation of Engineer shall have full authority to undertake measures to recover from such adverse condition in terms of the provisions of Clause 62 thereof.

43.0. EXTENSION OF TIME FOR COMPLETION

Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the works, the EIC on recommendation of Engineer shall determine the period of such extension and shall notify the Employer and the Contractor accordingly. Provided that the Engineer is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within twenty-eight days after such work has been commenced, or such circumstances have arisen or as soon as is practicable, submitted to the Engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

44.0. NO NIGHT OR SUNDAY WORK

Subject to any provision to the contrary contained in the Contract, none of the Permanent Works shall, save as hereinafter provided, be carried on during the night or on Sundays, if locally recognized as days of rest, or other locally recognized equivalent without the permission in writing of the Engineer, except when the works is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided always that the provisions of the Clause shall not be applicable in the case of any work which it is customary to carry out by rotary of shifts.

45.0. RATE OF PROGRESS AND NIGHT WORK WHEN PERMITTED

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any section is at any time, in the opinion of the Engineer, too slow to ensure completion by the prescribed time or extended time for completion, the EIC on recommendation of the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as are necessary and the Engineer may approve to expedite progress as to complete the Works or such section by the prescribed time or extended time. The Contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the EIC under this Clause, the Contractor shall seek the EIC permission to do any work at night or on Sundays, If locally recognized as days of rest, or their locally recognized equivalent, such permission shall not be unreasonable refused. When work at night has to be carried out, the Contractor shall, at his own cost and expense, make adequate arrangements for lighting and provide necessary facilities for safety etc. and comply with all stipulations as may have been imposed by the EIC in granting permission for night work.

46.0. DAMAGES FOR DELAY

(1) Liquidated Damages for Delay: If the Contractor shall fail to achieve completion of the Works within the time prescribed by Clause 42 hereof, then the Contractor shall pay to the Employer the sum stated in the Contract as liquidated damages for such default and not as a penalty for every day of part of a day which shall elapse between the time prescribed by Clause 42 hereof and the date of certified completion of the Works, the Employer may without prejudice to any other method of recovery, deduct the amount of such damages from any money in his hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

(2) Reduction of liquidated Damages: If, before the completion of the whole of the Works any part or section of the Works has been certified by the Engineer as completed, pursuant to Clause 47 hereof, and occupied or used by the Employer, the liquidated damages for delay shall, for any period of delay after such certificate and in the absence of alternative provision in the contract be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the Works.

(3) Extent of Liquidated Damages: The liquidated damages referred to in sub-clause (1) for delay of each day or part thereof, shall be at the rate of one percent (1 %) or such smaller amount as the Employer may decide, or the total value of the Contract Price excluding the value of such part or section of the works as may have been covered by certificate of completion in terms of the provisions of sub-clause (2) above, Provided however that in no case shall be total amount of liquidated damages exceed ten percent (10%) of the total Contract Price for whole Works.

(4) Liquidated Damage as Reasonable Compensation: The 'Liquidated damage' referred to in sub-clause (1) to (3) above, shall be considered as reasonable compensation to be applied to the use of the Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

(5) No bonus for early completion: -The Contractor shall not be entitled to payment of any bonus for early completion of the Works.

47.0. CERTIFICATION OF COMPLETION OF WORK

(1) Erection: Erection of Mechanical and electrical equipment shall be construed to have been completed where equipment in question is placed in position undergoes all necessary tests such as those for alignment, verticality, leak proof, insulation etc. as may be specified elsewhere in the Bid documents and put to operation.

(2) Completion: Completion is a stage when the equipment and the structure as a whole is certified by the Employer. The date shall only be indicative for the purpose of reckoning the period of Maintenance Period and shall not be co-related with the release of any payment provided that non-continuous or sporadic functioning shall not be deemed as commissioning and also provided that non-commissioning of minor works, the decision on determination of major or minor works resting with the employer, shall not nullify the act of completion for the aforesaid purpose. An item shall be considered as minor work where its non-completion may not in the opinion of the employer, stand in the way of commencement of plant operation.

48. MAINTENANCE

(1) Cost of Execution of work of repair, etc.: - The repair work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract. If, in the opinion of the Engineer, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it was an additional work.

(2) Remedy on contractor's failure to carry out work required: If the Contractor shall fail to do any such work as aforesaid requirement by the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same, which in the opinion of the Employer, the Contractor was liable to do at his own expense under the Contract. In the said event, all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any sum due or which may become due to the Contractor.

49.0. CONTRACTOR TO SEARCH

The Contractor shall, if required by the EIC in writing, search under the directions of the Engineer, for the cause of any defect, imperfection or fault appearing during the progress of the Works or in the period of Maintenance. Unless such defect, imperfection or fault shall be one for which the contractor is liable under the contract, the cost of the work carried out by the contractor in searching as aforesaid shall be borne by the Employer. If such defect, imperfection or fault shall be one for which the contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his Own expense in accordance with the provisions of Clause 48 hereof to the satisfaction of the Engineer.

50.0. ALTERATIONS, ADDITIONS AND OMISSIONS

(1) Variations: The Employer may make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any

other reason it shall, in his opinion, be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines position and dimensions of any part of the Works and
- e) Execute additional work of any kind necessary for the satisfactory completion of the works or for deriving satisfaction of the Employer. It is expressly provided that no such variation shall, in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

(2) Orders for variations to be in writing: The Contractor shall make no such variations without an order in writing from the Employer. Provided that no order in writing shall be required for insignificant increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Schedule of prices. Provided also that if for any reason the Employer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Employer whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this Clause. Provided further that in the event of non-receipt of written confirmation from the Employer, the Contractor shall, within eleven days, confirm the same from his end in writing to the Employer, and If such confirmation is not contradicted in writing within fourteen days by the employer, it shall be deemed to be an order in writing by the Employer.

51.0. VALUATION

(1) Valuation of variations: All extra or additional work done or work omitted or substituted by order of the Employer shall be valued at the rates and prices set out in the Contract if, in the opinion of the Employer, the same shall be applicable as it is or with addition to or subtraction from an accepted item, if the contract does not contain any rates or prices applicable to the extra or additional work, then the rates or prices shall be obtained from the Applicable Circle, Public Works Department schedule of rates as was in vogue on the date of submission of the Bid. The same being escalated to an extent determined by comparing the cost of a similar item appearing in the Schedule of Prices with those in PWD schedule. Where such rates are not available in P.W.D. schedule of rates, the market-analysed rate as approved by the Employer shall be final and binding. In case of such analysed rates, 10% profit including overhead consultant's fees, ST. Turnover Tax etc. shall be allowed. No other overhead, or other expenses shall be taken into account shall be considered to be inclusive of contractors profit.

(2) Variation Exceeding 25%: - If, on certified completion of the whole of the Works, it shall be found that a reduction or increase greater than twenty five percent (25%) of the sum named in the Letter of Acceptance, excluding all fixed sums, provisional sums if any, results from

- a) The aggregate effect of all Variation Orders, and

b) All adjustments upon measurement of the estimated quantities set out in the Schedule of Prices excluding all provisional sums, and adjustments of price made under Clause 66 (1) hereof but not from any other clause, of the Contract Price shall be adjusted by such sum as may be agreed between the Contractor and the Employer or, failing agreement, fixed by the Employer having regard to all material and relevant factors, including the Contractor's site and general overhead costs.

(3) Claims: The Contractor shall send to the EIC once in every month an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Employer which he has executed during the preceding month. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Employer shall at his discretion be entitled to authorize payment to be made for any such working expense, notwithstanding the Contractor's failure to comply with this condition, that the Contractor has, at the earlier practicable opportunity, notified the Employer in writing that he intends to make a claim for such work, provided always that a release of payment shall be preceded by the claim and valuation of variation, in that order.

52. PLANT TEMPORARY WORKS AND MATERIALS

1. Plant, etc. exclusive use for the works: All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought to the Site be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent, in writing, of the Engineer which shall not be unreasonably withheld.

2. Removal of plant, etc.: Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused material provided by the Contractor to the satisfaction in the Engineer.

3. Employer not liable for damage to plant, etc. The employer shall not at any time be liable for the loss of or damage to any of or damage to any of the said Constructional Plant, Temporary Works or materials same as mentioned in Clause 19 and 62 hereof.

4. Octroi, Sales tax, VAT, Cess and other imposts. The Contractor shall pay Octroi, Sales Tax, VAT, Cess, Work Contract Tax and all other taxes, duties and charges as may be applicable from time to time in respect of materials purchased by him or plants and equipment brought to Site. No separate payment shall be made for all these and they shall be deemed to have been covered within the Contractor's rates for the finished items of work.

5. Temporary Works: At least fourteen (14) days in advance of taking up any temporary works, the contractor shall submit to the Engineer for approval complete drawings of all temporary works he may require for the execution of the Works. He shall, so required by the Engineer, submit his calculations relating to the strength of the temporary works proposed. Modifications that the Engineer may require shall be made by the Contractor at the latter's cost and expenses. At the discretion of the Engineer, a higher stress up-to a maximum of twenty five percent (25%) in excess of the stress normally allowed for permanent structures may be permitted in the design of temporary

works. Notwithstanding the approval by the Engineer of any of the temporary works, the contractor shall remain wholly responsible for their adequacy, safety, proper maintenance and of all obligations in regard to such works specified or implied in the Contract, until the removal of such works.

53.0. APPROVAL OF MATERIAL, ETC. NOT IMPLIED

The operation of Clause 52 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein shall not interfere with rejection of any such materials at any time by the Engineer.

54.0. MEASUREMENT

For measurement, the metric system should be used.

55.0. WORKS TO BE MEASURED

The engineer shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the Contract of work done in accordance with the Contract. He shall, when he requires any part or parts of the works to be measured, give notice to the Contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend, or neglect or omit to send his agent on two consecutive occasions, then in the third occasion the measurement shall be made unilaterally by the Engineer, which shall be taken to be the correct measurement of the work. For the purpose of measurement such permanent work as is to be measured by records and drawings at suitable intervals of such work and the Contractor, as and when called upon to do so in writing shall, within fourteen days, attend to examine and agree upon such records and drawings, with the Engineer or Engineer's Representative and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree upon such records and drawings on two consecutive occasions they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree with the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the for decision by the Engineer, a notice in writing giving details of the respects in which such records and drawings are claimed by him to be incorrect together with reasons thereof.

56.0. METHOD OF MEASUREMENT

The Works shall be measured but, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract.

57.0. PAYMENT TERM

Payment will be given by Chairman, Burdwan Municipality after written recommendation of E-I-C.

Note:	<i>a) 2% of Earnest money deposited earlier will be converted into Security deposit after awarding the Contract and 8% of security deposit, will be recovered from each running account bill.</i>
	<i>b) The release of the Security Deposit money will be done as per the relevant clause laid down in the W.B. Form no. - 2911(ii)</i>

58.0 GOVERNMENT AND LOCAL RULES / LAW OF STATE

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the owner against such liabilities and shall defend all actions arising from such claims or liabilities.

59.0 STORE SHED

The Contractor shall provide at his own cost a store shed of adequate capacity for storing materials. The shed should be of such construction that it must protect the materials against deterioration. A raised platform well above the highest flood level shall be made for stacking cement in such a way that the cement procured earlier can be consumed first so as to avoid deterioration due to prolonged stacking. Any modifications to the store shed as suggested by the Superintending Engineer of West Circle of Burdwan Municipality recommendation for better storing of materials that shall have to be carried out by the Contractor at his own cost.

60.0 LAND FOR CONTRACTOR'S ESTABLISHMENT

For the purpose of constructing Contractor's Store yard, go-downs, site office and ancillaries, he may utilize portion of the land belonging to the Employer at such location as would not interfere to execute other co works. For all these, the Contractor shall have to obtain the requisite permission of the Engineer. The Contractor shall for this purpose submit to the Engineer for his approval a plan of the proposed layouts for the site facilities. The Engineer reserves the right to alter and modify the Contractor's proposals as the Superintending Engineer of West Circle of Burdwan Municipality may deem fit.

61.0 PROGRESS PHOTOGRAPHS

The Contractor shall at his own cost and expense arrange to take periodic photographs to show the progress of work or interesting features thereof. The time and the position where from a photograph is to be taken should be as per direction of the Engineer or his Representative. In general the digital copies in CD/DVD shall be submitted to Division Office, M.E.Dte., Burdwan, but if require, photo prints are to be submitted as per the direction of E.I.C. Digital Camera with 9.0 Mega pixels of higher should be used for taking photos. Restrictions to photography or security restrictions that may be applicable to any particular area must be carefully and rigidly observed.

**Chairman
Burdwan Municipality**

ANNEXURE

Sl.No	Description of Items	Quantity	Unit
1	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. In ground floor including roof.	11.865	Cu.M
2	Dismantling all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. a) In ground floor including roof.	1.230	Cu.M
3	Brick work with 1st class bricks in cement mortar (1:6) (b) In superstructure, ground floor	4.340	Cum.
4	125 mm. thick brick work with 1st class bricks in cement mortar (1:4) in ground floor.	16.385	Sqm.
5	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary. [Excluding cost of chipping over concrete surface] (i) With 1:6 cement mortar (c) 15 mm thick plaster	67.490	Sq.M.
6	(a) Supplying, fitting and fixing steel rolling shutter profile type with 18 B.G. of approved type steel latch section 75mm wide, fitted with coil wire spring to necessitate the fitting of required Nos. of C.I. Pulleys on heavy type solid drawn seamless steel tube complete with locking arrangements both inside and outside specially builtup side guide channels including providing a hood for the steel rolling shutter in the room, painting two coats of approved aluminium paint over a coat of red lead primer complete.	11.340	Sqm.
7	Supplying and laying true to line and level vitrified tiles of approved brand (size not less than 600 mm X 600 mm X 10mm thick) in floor, skirting etc. set in 20 mm sand cement mortar (1:4) and 2 mm thick cement slurry back side of tiles using cement @ 2.91Kg./sqM or using polymerised adhesive (6 mm thick layer applied directly over finished artificial stone floor/Mosaic etc without any backing course) laid after application slurry using 1.75 Kg of cement per sqM below mortar only, joints grouted with admixture of white cement and colouring pigment to match with colour of tiles / epoxy grout materials of approved make as directed and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labour and all other incidental charges complete true to the manufacturer's specification and direction of Engineer-in-Charge. (White cement, synthetic adhesive and grout material to be supplied by the contra conc 16 Supplying and laying true to line and level vitrified tiles of approved brand (size not less than 600 mm X 600 mm X 10mm thick) in floor, skirting etc. set in 20 mm sand cement mortar (1:4) and 2 mm thick cement slurry back side of tiles using cement @ 2.91Kg./sqM or using polymerised adhesive (6 mm thick layer applied directly over finished artificial stone floor/Mosaic etc without any backing course) laid after application slurry using 1.75 Kg of cement per sqM below mortar only, joints grouted with admixture of white cement and colouring pigment to match with colour of tiles / epoxy grout materials of approved make as directed and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labour and all other incidental charges complete true to the manufacturer's specification. I) With application slurry @ 1.75 kg/ Sq.m, 20 mm sand cement mortar(1:4) & 2 mm thick cement slurry at back side of tiles, 0.2 kg/ Sq.m white cement for joint filling with pigment. (A) Deep Colour & White	125	sqm
8	M.F. suspended ceiling made with 12.5 mm thick Gypsum plaster board including G.I. perimeter channel of 0.55 mm flush (having two flanges 20 mm and 30 mm respectively and web 27 mm) along with perimeter of ceiling with G.I. intermediate channel of 0.9 mm thick size 45 mmx 15mm placed at 750 mm c/c with G.I. ceiling angle of size 25 mmx10mmx0.55 mm thick fixed to the ceiling with G.I. Cleat and steel expansion fastener ceiling section 0.55 mm thick of size 51.50 mmx26mm fixed to the intermediate channels with the help of connecting clip and in the direction of perpendicular to the intermediate channel of 300 mm c/c 12.5 mm thick Gypsum plastered board are to be fixed under ceiling section as above by machine screws. The boards are to be joined and finished with jointing compound, paper tape and application of top coat etc. as per the direction of Engineer-in-charge. (The rate includes of cost of all materials including taxes, cost of accessories, fittings and fixtures, scaffolding and labour charges etc. complete) In ground floor 157 M.F. suspended ceiling made with 12.5 mm thick Gypsum plaster	125	sqm
9	False Ceiling Molding Beat.	56	rmt
10	Cleaning the walls and ceiling by scraping, sand papering and smoothening down the surface including putting.	154.20	sqm
11	Two Coats of Acrylic Distemper to interior wall, ceiling with two coat of solvent based interior grade acrylic primer after preparing the surface.	154.200	sqm
12	(b) Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	22.680	
13	(A) Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary : (b) On steel or other metal surface : With other than hi-gloss of approved quality- (iv) Two coats (with any shade except white)	22.680	sqm
14	Removal of rubbish, earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge	11.865	Cum.
15	(c) Anti-termite treatment to the soil under floor with chemical emulsion by admixing chloropyrofos emulsifiable concentrate (1% concentration) with water by weight including drilling vertically 12mm. dia holes at the junction of floor and wall at 300mm. interval to reach the soil below using hand operated pressure pump to squirt chemical emulsion into the pump to squirt chemical emulsion into the holes at the rate of one litre per hole. The holes shall be sealed after operation to match with the existing floor. The entire work is to be carried out as per specification laid down in para 4.3.1.4 of code I.S.- 6313 (Part-III)-1981	125.000	sqm

16	Wall side display shelving of Size: 2100mm x 900mm x 350mm with 06 Nos. Shelving levels of 03 Nos. 300mm, 03 Nos. 350mm	23.000	nos
17	Wall side display shelving of Size: 2100mm x 600mm x 350mm with 06 Nos. Shelving levels of 03 Nos. 300mm, 03 Nos. 350mm	8	nos
18	Glass Wall side F&V display shelving of Size: 2100mm x 900mm x 600mm with 05 Nos. Shelving levels of 04 Nos. 600mm, & 01 No. 450mm.	3	nos
19	Glass Wall side Oil display shelving of Size: 2100mm x 900mm x 600mm with 05 Nos. Shelving levels of 04 Nos. 600mm, & 01 No. 450mm.	2	nos
20	"T" type both side Center Rack of Size: 1500mm x 900mm x 700mm With 08 Nos. Shelving levels of 04 Nos. 300mm, 04 Nos. 350mm.	19	nos
21	End Rack of Size: 1500mm x 900mm x 350mm with 04 Nos. Shelving levels of 02 Nos. 300mm, 02 Nos. 350mm.	6	nos
22	Baggage Counter of Size: 2100mm x 900mm x 350mm.	1	nos
23	Slotted Angle storage system of Size: H 2100 x L 900 x D 450 mm with 05 Nos. Shelves.	9	nos
24	POS Counter "L" Type of Size: 1200mm x 900mm x 850mm Height	2	nos
25	PVC Shopping Basket.	36	nos
26	SS Shopping Trolley-65L	6	nos
27	F&V Crate	24	nos
28	Oil Crate.	16	nos
29	Wooden Partition Wall with Flash door.	230	sqft
30	Service Door	40	sqft
31	Main Glass door with 12mm glass and partition attachment with patch fittings and floor spring.	80	sqft
32	High Back Executive Chair.	1	nos
33	Normal Executive Chair.	5	nos
34	Office Table of size: 1200mm x 600mm.	1	nos
35	Electrical wiring works(casing wiring) for room area 1250 sqft,including supply of necessary modular switch,MCB,DB box,electrical connection for A.C with starter ,change over switch for Generator and electric connection for C.C camera except electrical ornamental goods.	1	Lumpsum
36	18 Watt Square LED Lamp with Set.	70	nos
37	Glow sign board with ACP finish attached with letter and light for main door.	1	Lumpsum
38	Glow sign board with ACP finish attached with letter and light for outside with 05 Nos. pop stand.	1	Lumpsum
39	Supply & Installation of AC of 1.5 Tons. With all accessories(BLUESTAR/MITSHIBUSHI/HITACHI with Copper Condesor & 5 years Compressor Warranty)	7	nos
40	IR BULLET CAMERA (MODEL NO - DH-HAC-HFW1100DP-0800B) 1 MEGAPIXEL PAL/80m/8mm/S2 Detection	2	NOS
41	PTZ HD CAMERA(model no -SD6C220IHC) 2 MEGAPIXEL	1	NOS
42	IR Dome HD Camera	4	NOS
43	8 CHANEL XVR (MODEL NO - XVR 4108HS)	1	NOS
44	Surveillance Hard Disk(4TB) MAKE BY SEAGATE	1	NOS
45	SMPS 20 AMP	1	NOS
46	SMPS 10 AMP	1	NOS
47	BNC(I-BALL)	14	NOS
48	DC JACK	7	NOS
49	supply & laying Finolex video cabel RG6	305	mtr
50	Supply & Laying Finolex Power Cabel 1mm	280	mtr
51	Radio Wairless Connection Point to Point For Survilance/ Monitoring	2	NOS
52	OUTDOOR CAT6 CABEL D-LINK	305	NOS
53	32" LED TV (i3 PROCESSOR, 4GB RAM, WINDOWS OPERATING SYSTEM)	1	NOS
54	Supply & laying POLI PIPE FOR VIDEO CABEL WIREING	28	kg
55	DVR STORAGE BOX ON ROAD STEEL	1	NOS
56	INSTALLATION & COMMISSIONING & Electrocal Equipments	1	Lumpsum
57	Computer System(i5 Processor,Gigabyte motherboard,4gb RAM,500 HDD,APC UPS,19" Monitor,Logitech Key Board Mouse,I ball Cabinet,HP DVD writer with Bar Code Sacanner)	2	NOS
58	Scanner Cum Printer(HP,Model No.-1136)	1	NOS
59	Software(PHP 7.1 & My SQL 5.6 MariaDB with dynamic config. facility)	1	NOS