

**OFFICE OF THE  
SUPERINTENDING ENGINEER  
WEST CIRCLE  
MUNICIPAL ENGINEERING DIRECTORATE  
PATAL BAZAR, 3RD FLOOR, TINKONA  
PURBA BARDHAMAN, PIN : 713101**



e-mail ID : sewestmed@yahoo.com

**Memo No. :- MED/SE(W)/ 05 /W-288/2024**

**Dated:- 03.04.2025**

**NOTICE INVITING e-TENDER**

***Notice Inviting e-Tender No: 13 of SE (WC)/MED/2024-25 (4<sup>th</sup> Call)***

The Superintending Engineer, West Circle, Municipal Engineering Directorate, Patal Bazar, 3<sup>rd</sup> Floor, Tinkonia, Purba Bardhaman, PIN-713101 on behalf of the Hon'ble Governor of West Bengal, invites sealed competitive Bid on Turnkey Basis (Two part System) from reliable, bonafied and resourceful Companies / Firms / Contractors having experience and acumen in construction work in Govt. / Board / Semi Govt. / Municipality/ Corporation / Statutory Authority /Govt. undertaking etc. as noted below the eligibility and depicted hereunder for participating in the e-Bid.

**1) Name of the Work:-**

Construction of under mentioned RCC Over Head Reservoirs (OHR) along with Land Development, Approach Road, Guard Room (as applicable) & Boundary Wall (as applicable) and dismantling of existing OHR (as applicable) including Sub Soil investigation on **Turnkey Basis** as per Departmental design, drawing & specification etc. along with Head works including supply of all materials as required complete in all respect of proposed Water Supply Scheme under AMRUT 2.0 (Phase-III) within Asansol Municipal Corporation.

**Table No:- 1**

Sl. No.	OHR Zone	Area	Location	Capacity (Cu. m)	Tentative Dept. Cost (Rs. in Lakh )	Amount for Annual Turnover (Rs. in Lakh)	Bank Solvency (Rs. in Lakh)	Initial Earnest Money (Rs. in Lakh)	Period of Completion (in days)
1	Zone-4	Raniganj	Jhatidanga	1200 & Dismantling of 510 m <sup>3</sup>	216	43	43	2	365
2	Zone-6		Dumping Ground	360	120	24	24	2	365
3	Zone-10		Sishu Bagan	740 & Dismantling of 780 m <sup>3</sup>	160	32	32	2	365
4	Zone-24	Kulti	Barakar Health Centre	1130	222	44	44	2	365
5	Zone-25		Rakta	1510	320	64	64	2	365
6	Zone-26		Jagatdihi	670	155	31	31	2	365
7	Zone-13	Asansol	Dhrupdanga	930 & Dismantling of 1135 m <sup>3</sup>	175	35	35	2	365
8	Zone-27		Bartoria	1410 & Dismantling of 680 m <sup>3</sup>	265	53	53	2	365
9	Zone-28		Asansol Court	2100 & Dismantling of 567 m <sup>3</sup>	375	75	75	2	365
10	Zone-29		New Budha	1700	333	67	67	2	365
11	Zone-36		Rail Par	1200	201				365
				1300	284	97	97	4	365
12	Zone-37		Kankhoya Kali Mandir	1200	228	46	46	2	365
13	Zone-39		Nabaghunti Kirtan Math	1300	223				365
				1300	251	95	95	4	365

**Defect Liability Period: 5 Years from the date of completion of work.**

**2) Location of Work:-** As per Table 1 (as above)

**3) Eligibility to participation of Bid in 4<sup>th</sup> Call:-**

**If any Bidder participates in more than one work, required credential should also be cumulative in nature.**

(i) Intending tenderers should produce credentials of similar nature of completed work of the minimum value of 20% of the Tentative Dept. cost as a single work during five years prior to date of issue of tender notice.

**OR**

(ii) Intending tenderers should produce credentials of one single running work of similar nature as stated above which has been completed to the extent of 70% or more and value of which is not less than the desired value as stated in (i) above.

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e, the tenderer.

**Similar nature of works means Construction of Reinforced Concrete Overhead Reservoir with staging height minimum 20 meter over Pile or Raft foundation/ Repair & Renovation of Reinforced Concrete Overhead Reservoir/ Construction of High-Rise building (with pile foundation)/R.C.C Bridges with deep foundation/ A major component of water supply project having overhead reservoir as a component of it.**

**AND**

(iii) Having sufficient qualified technical personnel to be employed under the firm with sound knowledge and experience in execution of similar nature of works.

**AND**

(iv) Having Annual Turnover (in 3CD format or similar) of at least as per Table No.1 or above in any one year of last five financial years.

**AND**

(v) Bank Solvency of at least as per Table No.1 or above, issued by the Nationalized/Scheduled Banks during one year prior to the last dates of submission of the tender.

**AND**

(vi) Having valid Trade license, GST, P. Tax clearance Certificates, PAN Card and ESI and PF registration certificates etc.

**AND**

(vii) Particular of ownership / partnership or board of directors pertaining to the organization / company / firm.

**AND**

(viii) List of machineries & equipment owned/ hired necessary for fields under the organization in details with name, qualification, experience and address with contact number.

**N.B. If any Bidder participates in more than one work, required Annual Turnover and Solvency Certificate should also be cumulative in nature.**

#### **4) Documents to be produced in support of Credential for Bid:-**

A successful performance and completion 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. 3 : Eligibility to participate in the Bid). In brief the following documents shall have to be furnished:

- a) Particulars of ownership / partnership or Board of Directors pertaining to the Organization / Company / Firm.
- b) Copies of valid certificates of GST, P-Tax, PAN, ESI, PF, Trade License
- c) Bank solvency Certificate
- d) Valid documents in support of Annual Turnover.
- e) List of machines & equipment necessary for fields.
- f) List of Technical Personnel employed under the organization in details with names, qualification, experience and address with contact number.

**N.B.:-** Corresponding address, Contact mobile no. & Email Id. of the Organization to be given.

**All documents in original to be produced in due course of time as & when asked by the Tender Inviting Authority**

#### **5) Earnest Money:-**

a) Initial Earnest Money is to be deposited as per **Table no.1** during participation in the Bid and the balance of 2% of Quoted Amount as Earnest Money ( i.e. in excess of initial Earnest Money) shall have to be deposited after acceptance of bid proposal and may be remitted by selecting from either of the following payments modes:

i) **Net Banking:** (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway. Bank Acknowledgement Slip to be uploaded during online bid submission:

- b) Earnest Money Deposit i.e. 2% of bid amount beyond Rs. As mentioned in **Table No 1** shall have to be deposited after acceptance of Bid Proposal in the form of Bank Draft from any nationalised / scheduled Bank in favour of “Executive Engineer, Asansol Division, MED”, Payable at Asansol and/or as per direction of TIA.
- c) Additional Performance Security Deposit @ 10% of the accepted amount is to be deposited in due course as per GoWB norms if the accepted amount to be found to be @80% or less than the departmental justified amount in terms of GO No. 4608 f(Y) dated 18.07.2018.

**N.B. (If any Bidder participates in more than one work, required Earnest Money Deposit Amount should also be cumulative in nature.)**

**6) Date and time schedule:-**

Sl. No.	Particulars	Date & Time
1	Date of uploading of NleB. and Bid Documents (online) (Publishing Date)	03/04/2025 at 06.55 p.m
2	Date of Pre-Bid Meeting with the intending bidders In the office of the Superintending Engineer, West Circle, Municipal Engineering Directorate, Patal Bazar, 3rd Floor, Tinkona, Purba Bardhaman, Pin 713101.	16/04/2025 at 01.00 p.m.
3	Documents download start date (Online)	04/04/2025 at 10.00 a.m.
4	Documents download end date (Online)	18/03/2025 at 05.00 p.m.
5	Bid submission start date (On line)	05/04/2025 at 10.00 a.m.
6	Bid Submission closing (On line)	29/04/2025 at 05.00 p.m.
7	Bid opening date for Technical Proposals (Online)	02/05/2025 at 10.00 a.m.
8	Date of uploading list for Technically Qualified Bidder (online)	To be notified later
9	Date for opening of Financial Proposal (Online)	To be notified later
10	If necessary for further negotiation through off line for final rate	To be notified later

**7) Cost price of Bid Document:- Nil**

However, L1 Bidder has to pay the price for other tender documents as per GO No. 452-A/PW/O/10C-35-10 Dated 26.07.2011 and he will be intimated while issuing LOA.

**8) Time of completion:-**

Time of completion of the Contract is as mentioned in Table No. 1 from the date of issue of Work Order.

**9) 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 of all relevant data with regard to availability of Sufficient Quantum of Water as per the Requirement for the project and all relevant factors as might affect the rates and prices. They should make themselves acquainted with the relevant IS specifications, CPHEEO manuals, Clauses & Sub Clauses of the Bid documents and to have fully acquainted with all details of work front, communications, underground utility services, seasonal weather and its variation including High Flood level, labour, water supply, existing & proposed site levels, position and diversion of transportation and barricading if required, electricity and any other general information including topological condition & existing level which are needed for the work to be completed in scheduled time properly.

**10) Bid documents:-**

A full set of Bid documents consists of 2 Parts. These are;

a) Part I containing all documents in relation to the name of the firm applied credentials possessed by them, all documents as depicted in Sl. No. 4 along with this NleB and its all corrigenda's.

AND

Section A: Description of the Project.

Section B: Conditions & requirements for Bidding.

Section C: General conditions of the contract.

Section D: Special provisions.

Section E: General specifications of Workmanship & materials for Civil Works.

Section F: General technical specification.

Section H: General Technical Specification for RCC raft foundation

Section I: Annexures

- i. Site Plan and Land details
- ii. Drawings of OHR
- iii. Drawings of Boundary wall

b) Part II containing following documents; Bid Price / Price Schedule (BOQ).

**11) 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.

**12) 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 and necessary legal action will be applied as per Govt. order.

**13) Acceptance of Bid:-**

The Superintending Engineer, West Circle, Municipal Engineering Directorate will accept the Bid on recommendation of the Competent Authority. He does not bind himself 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.

**14) Intimation:-**

The successful Bidder will be notified in writing of the acceptance of his Bid. The Bidder then becomes the "Contractor" and he shall forthwith take steps to execute Formal Contract Agreement in appropriate Superintending Engineer, West Circle, Municipal Engineering Directorate and fulfil all his obligations as required by the Contract.

**15) 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 operation and maintenance of the contract.

**15) Name & address of Engineer-In-Charge (EIC) of the Work**

The Executive Engineer, Asansol Division, M.E. Dte., Near PHE Complex, S.B.Garai Road, Baraf Kol More, Ismile, Asansol, dist.-Paschim Bhardhaman, PIN 713 301

**17) Execution of Work:-**

The Contractor is liable to execute the whole work as per direction and instruction of the Executive Engineer, Asansol Division, M.E.Dte. who is the Engineer-in-Charge of the work.

**18) Payment:-**

Payment will be made to the Contractor from the Executive Engineer, Asansol Division, M.E.Dte. as per availability of fund from the Govt. of W.B.

**19) 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.

**20) Additional Clauses:**

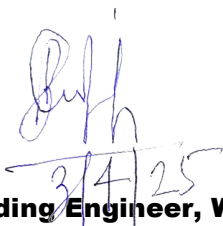
<b><u>Following clauses are to be adhering to by the concerned Bidder during the process of Bidding.</u></b>	
1.	In case office faces sudden closure owing to reason beyond the scope and control of the Superintending Engineer, West Circle, Municipal Engineering Directorate any of last date / dates as schedule in Sl. No 7 may be extended up-to / to next and following working day without issuing further and separate notice should the TIA feel it to be necessary and exigent.
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.
3.	Sufficient care has been taken to avoid variance in between the contents of the listed documents in the Bid documents. 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.
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.
5.	Bid Acceptance Authority is the Superintending Engineer, West Circle, Municipal Engineering Directorate.
6.	In case of any dispute arising from any clauses of similar nature between bid documents and Municipal tender form, the decision of the Superintending Engineer West Circle, MED and Engineers of E/M Section of MED will be final and binding.
7.	All usual deductions for GST, IT, and Labour welfare Cess etc. as applicable will be made from the bills from time to time which is inclusive in cl.57 of section C.
8.	No conditional / incomplete Bid shall be entertained.



9.	In the event of e-Filing intending bidder may download the tender document from the website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a> directly by the help of Digital Signature Certificate free of cost. Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed in the Website <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a> . Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule.
10.	The requisite cost of Earnest Money, as specified in this NleB shall be paid to ICICI bank by online internet bank transfer in favour of Superintending Engineer, West Circle, Municipal Engineering Directorate, (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Department, Govt. of West Bengal). <b>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 (Scanned copy) shall be uploaded as Statutory document.</b>
11.	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 Tender, 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.
12.	The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Corporation. The TIA reserves the right to reject any application for purchasing Bid documents and to accept or reject any or all the offered bid / bids without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at any stage of Bidding.
13.	Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.
14.	During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect / manufactured / fabricated, that Bidder will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
15.	Before issuance of the work order, the tender 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.

16.	<p>If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:</p> <ul style="list-style-type: none"> <li>i) Asansol Division tender form</li> <li>ii) NleB</li> <li>iii) Special terms &amp; Condition</li> <li>iv) Technical bid</li> <li>v) Financial bid</li> </ul>
17.	<p>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.</p>
18.	<p>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 tender 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 tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.</p>
19.	<p>Any legal matter will be settled within the jurisdiction of Hon'ble District Judges Court at Purba Bardhaman, Dist:- Purba Bardhaman, West Bengal.</p>
20.	<p>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.</p>
21.	<p>The successful Bidder will remain liable for following with West Bengal Contract Labour (Regulation &amp; 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 may be cancelled.</p>
22.	<p>Operation &amp; maintenance: (Sl. No. 18) Operation and maintenance including supply of all accessories of the same for a period of 60 (Sixty) months after the completion of specified period of Successful Trial Run 3 moths.</p> <p>The work is of maintenance in nature, the Defect Liability Period of the work shall be Sixty months from the actual date of completion of the work.</p> <p>For work with 5 Years Defect Liability Period:</p> <p>(i) Security Deposit amount which is deducted from every running bill shall be refunded to the contractor as per Govt. norms vide PWD Order No. 5784-PW/L&amp;A/2M-175/2017 dated 12.9.2017 for the item 1 of BOQ.</p>

23.	The successful bidder has to provide detailed estimate along with rate analysis (if any) for all civil and electro mechanical works including planning, designing and drawings as per the clause 57 of Section C with all necessary break up elaborately for comparison of rate with departmental estimate if asked by the concerned authority before acceptance of bid which will be treated as part of the bid document.
24.	Clause 57 of Section C has been prepared on the basis of major items of the work so that contractor may get payment after completion of major items in a phase wise way . If any item the contractor feels as major item but not reflected in the clause will be pointed out during pre-bid meeting. All other items (if any) not shown in the payment schedule or in bid document but required for successful completion and commissioning of the project will be in the scope of Bidder.
25.	Agency's whole responsibility is to ensure that the require quantum of the water should available from the structure and for this extensive survey work to be done in all respect
26.	The successful Bidder may submit the payment break-up supported with analysis of the cost as % wise against each item of work in order to assess the value of Work done and make payment after issuance of acceptance of bid for necessary approval from the Superintending Engineer, West circle, M.E. Dte., Burdwan. In case of any dispute arising in that breakup and analysis thereof, decision of the Superintending Engineer, West circle, M.E. Dte., Burdwan will be binding and final.
27.	If there is any contradiction between any clauses of the NieB, decision of the Superintending Engineer, West Circle, MED will be final.
28.	Drawing of OHRs have been uploaded which is for the purpose of tendering to have idea regarding specification and minimum volume of work and drawing for execution will be provided before execution of work which is duly approved by the Superintending Engineer, West Circle, MED.

  
**Superintending Engineer, West Circle**  
**Municipal Engineering Directorate**  
**Patal Bazar, Tinkona, Purba Bardhaman.**

### INSTRUCTION TO BIDDERS/BIDDERS

#### SECTION – A<sub>1</sub>

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

Instructions / Guidelines for Bidders for electronic submission of the tenders have been annexed for assisting them to participate in e-tendering.

## ***2. Registration of Bidder***

Any Bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to <http://wbtenders.gov.in>. The Bidder is to click on the link for e-tendering 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 tenders, 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 NIB and Tender 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 Tender Documents.

## ***5. Submission of Tenders.***

General process of submission, Tenders 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. Prequalification Application (Sec-B, Form – I)

ii. Scanned Copy online Transaction of earnest money (EMD) as prescribed in the NleB against each of the  
serial of work.

2. NleB with Bid Documents (downloads and upload the same Digitally Signed)

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

i. Financial Statement (Section – B, Form – II).

ii. Affidavits( (Ref:- format for general affidavit shown in “Y” Part “B”. )

iii. Bank Solvency Certificate.

iv. Form III & IV Of Section B.

***A-2. Non statutory Cover Containing / My Documents***

i. GST Certificate (up to date).

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. Tax Audit Report along with Balance Sheet and Profit and Loss A/c for the last five years(year just preceding the current Financial Year will be considered as year – I)

vi. 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).

vii. List of machineries possessed by own/arranged through lease deed along with authenticated documents of lease / sub-lease / hire basis etc.

viii. List of laboratory Instrument.

ix. List of technical staff along with structure and organization (Section – B, Form – III).

x. Credential: Scanned copy of Original Credential Certificate as stated in NleB

**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. GST Certificate, P tax, PAN 2. E.S.I ,PF Registration Certificate.
B	COMPANY DETAILS	B1. COMPANY DETAILS	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	Similar nature Work & Completion Certificates issued by competent authority (as per Sl. No. 3 of NleB)
D	EQUIPMENT	D1. LABORTARY	1. List of Machineries and equipment as necessary for field as well as laboratory test of all materials as per NleB
		D2.CIVIL MACHINERIES	
		D2. ELECTRICAL MACHINERIES	
		D2. MECHNANICAL MACHINERIES	
		D2. MISCELLENEOUS MACHINERIES	
E	FINANCIAL INFO	E1. Audit Sheet (in 3CD or similar)	P/L & BALANCE SHEET (as per NleB)
F	MANPOWER	F1. TECHNICAL PERSONNEL	1. List of sufficiently qualified technical person (as per SI No 3 of NleB)
		F2. TECHNICAL PERSONNEL ON CONTRACT	1. List of technical personnel employed under the organisation (or on contact basis) in details with name, qualification, experience and, address with contact number.
G	DECLARATION	DECLARATION 1	1. Bank Solvency Certificate (As per NleB)

		DECLARATION 2	2. Valid Document in support of annual turnover as per NleB.
		DECLARATION 3	3. Corrigendum and additional document (if any).

**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 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. Scrutiny of technical proposal and recommendation thereafter and processing of comparative statement for acceptance etc. will be made by the Municipal Engineering Directorate, under the department of Municipal Affairs, Govt. of West Bengal. Comparative Statement may be forwarded to appropriate authority depending on the value of the work as applicable as per existing norms and guidelines under AMRUT programme.

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. 9 Part II (a) , 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 N.I.T. to be derived from the information furnished in FORM-I and II (Section-B) i.e., Application (for Pre-qualification) and Financial Statement. If an applicant feels that his / their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting / Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Authority.

The audited Balance sheet for the last five years, net worth bid capacity etc. are to be submitted which must demonstrate the soundness of Bidder's financial position, showing long term profitability including an estimated financial projection of the next two years.

**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. Bid Evaluation Committee (BEC):**

A Bid Evaluation Committee (BEC) has been constituted under the Superintending Engineer West Circle, Municipal Engineering Directorate, Government of West Bengal, who is the tender inviting authority for all works beyond the tender accepting power of the Executive Engineers.

The members of Bid Evaluation Committee would be: -

1.	Superintending Engineer, West Circle, Municipal Engineering Directorate, Government of West Bengal	- Chairperson & Convener
2.	Executive Engineer, West Circle, MED, Govt. of WB	- Member
3.	Executive Engineer, Asansol Division, MED, Govt. of WB	- Member
4.	Assistant Engineer, West Circle, MED, Govt. of WB.	- Member
5.	Divisional Accountant, Asansol Division, MED, Govt. of WB	- Member
6.	Junior Engineer, West Circle, MED, Govt. of WB.	- Member

Or, as per consecutive orders from competent authority.



The Bid Evaluation Committee will do the technical and financial evaluations of the bidders for different types of works and make recommendation to the tender accepting authority. The bidders will have to meet all the minimum criteria regarding:-

- (a) Financial Capacity
- (b) Technical Capability comprising of personnel & plant & equipment capability
- (c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of his digitally signed documents in support of the minimum criteria as mentioned in (a), (b), (c) above with the help of his DSC and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such case the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice and further penal action may be taken against him as per rule. The Bid Evaluation Committee reserves the right to ignore minor deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

#### 9. ACCEPTANCE/REJECTION OF BID

The Employer (tender 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 (tender accepting authority) action.

The Bidder who's Bid has been accepted will be notified by the Tender 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 Tender Form will incorporate all necessary documents e.g. N.I.B., all addenda-corrigendum, special terms and condition (Section –C), different filled-up forms (Section –B), Price Schedule and the same will be executed between the Tender Accepting Authority and the successful Bidder.

  
**Superintending Engineer, West Circle  
Municipal Engineering Directorate**

**SECTION – B<sub>1</sub>**  
**FORM –I**  
**PRE-QUALIFICATION APPLICATION**

To  
Superintending Engineer, West Circle,  
Municipal Engineering Directorate,  
Patal bazar (Top Floor), Tinkonia, Bardhaman.

Ref: - Tender for \_\_\_\_\_

(Name of work) \_\_\_\_\_ N.I. B. No.:

Dear Sir,

Having examined the Statutory, Non statutory and NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / we 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) The Tender Inviting and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.

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

Enclose: - e-Filling:-

1. Statutory Documents
2. Non Statutory Documents

Date: -

Signature of applicant

Including title and capacity in which application is made.

**SECTION – B<sub>1</sub>**  
**Form - II**  
**FINANCIAL STATEMENT**

**B.1 Name of Applicant:**

**B.2 Summary of assets and liabilities on the basis of the audited financial statement of the last five financial years.**

**(Attach copies of the audited financial statement of the last five financial years)**

	1st Year (Rs. In lakh)	2nd Year (Rs. In lakh)	3rd Year (Rs. In lakh)	4th Year (Rs. In lakh)	5th Year (Rs. In lakh)
<b>a) Current Assets :</b> (It should not include investment in any other firm)					
<b>b) Current liabilities :</b> (It should include bank over draft)					
<b>c) Working capital :</b> (a) – (b)					
<b>d) Net worth : (Proprietors Capital or Partners Capital or Paid up Capital + Reserve and surplus )</b>					
<b>e) Bank loan/ Guarantee :</b> (As per clause G.2. with all sub clauses)					
<b>Work in hand i.e. Work order issued</b>	<b>As on 31.03.2024</b>	<b>As on 31.03.2023</b>	<b>As on 31.03.2022</b>	<b>As on 31.03.2021</b>	<b>As on 31.3.2020</b>

Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date\_\_\_\_\_

**AFFIDAVIT "Y"**

**Declaration of the Bidder**

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Appropriate Value And Duly Notarized)

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 NIB (NIB 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, GST 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)**

**SECTION - B<sub>1</sub>**

**FORM- III**

**STRUCTURE AND ORGANISATION**

**A.1 Name of applicant:**

**A.2 Office Address:**

**Telephone No. and Mobile Phone No. :**

**E mail Id:**

**A.3 Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :**

**Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation,**

**Signature of applicant including title**

**and capacity in which application is made.**

**SECTION -B**

**FORM - IV**

**DEPLOYMENT OF MACHINERIES (in favour of owner / lessee)**

(Original document of own possession arranged through lease deed to be annexed)

(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of Machinerries.)

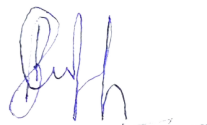
Name of Machine / Instrument	Make	Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Date of release If Engaged
						Idle	Engaged	

For each item of equipment the application should attach copies of

- (i) Document showing proof of full payment, (ii) Receipt of Delivery (as applicable),
- (iii) Road Challan (as applicable) from Factory to delivery spot, is to be furnished.

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

Successful agency shall have to make an agreement (in two copies) with the Superintending Engineer, west Circle, Municipal engineering directorate in the prescribed pro-forma by depositing requisite cost in cash stating that the agency is agreeable to supply the Pipe materials as and when require (as per the rates quoted and terms and conditions laid down in the quotation papers) to the Municipal engineering directorate with in the Municipal / Adjoining areas (as the case may be).

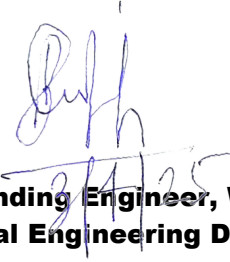
  
**Superintending Engineer, West Circle  
Municipal Engineering Directorate**

**Memo No. :- MED/SE(W)/ 05 (1-7) /W-288/2024**

**Dated:- 03.04.2025**

Copy Forwarded for information and wide circulation to:

1. The Hon'ble Mayor, Asansol Municipal Corporation.
2. The State Mission Director AMRUT, ILGUS Bhawan, HC Block, Sector-III, Saltlake, Kol-106.
3. The Chief Engineer (South), M.E.Dte., Bikash Bhawan, Saltlake, Kol-106.
4. The Joint Secretary, UD&MA for wide circulation in a day by National News Paper in Bengali, English and Hindi News Paper.
5. The District Magistrate, Paschim Bardhaman.
6. The Executive Engineer, M.E.Dte., Asansol Division.
7. The Office Notice Board of Superintending Engineer, West Circle, for wide circulation.



**Superintending Engineer, West Circle  
Municipal Engineering Directorate**



## **SECTION – A**

### **1.0 SCOPE OF WORK: (Ref. :Table-1 , Page-3):**

**Name of work:** Construction of under mentioned RCC Over Head Reservoirs (OHR) along with Land Development, Approach Road, Guard Room (as applicable) & Boundary Wall (as applicable) and dismantling of existing OHR (as applicable) including Sub Soil investigation on **Turnkey Basis** as per Departmental design, drawing & specification etc. along with Head works including supply of all materials as required complete in all respect of proposed Water Supply Scheme under AMRUT 2.0 (Phase-III) within Asansol Municipal Corporation.

- i) Work to be completed as per the specification given below and conforming to the approved drawing.
- ii) Concrete design mix report to be submitted from reputed institutions/laboratories well in advance before execution of work.
- iii) Concrete cube testing machine shall be installed at site with necessary calibration etc.
- iv) **Sub-soil investigation (3 nos. of bore holes) is to be carried out by soil-experts engaged by the contractor at the OHR site. If the SBC is evaluated below the considered value in departmental design i.e. 12-12.5 t/m<sup>2</sup>, enhanced foundation design & drawing shall be submitted, duly vetted by reputed Technical Institute, at the O/O the Superintending Engineer, West Circle for necessary approval through O/O the Executive Engineer, Asansol Division. No extra payment shall be made for that.**
- v) Steel or ply shuttering shall be used to execute the work.
- vi) **Brief Specification for OHR Construction/ Boundary wall/ Guard Room/ Land Development/ Drain:**  
(Detailed specifications to be followed during execution as per approved drawings and direction of EIC)

Sl. No.	Description of items
1	Construction of Annular Raft foundations using M25 design mix concrete. Below RCC - BFS,PCC(1:3:6), Polythene Sheet shall be provided as per specifications and drawings and as per direction of E.I.C
2	Construction of R.C.C. columns and bracings up to bottom of heel beam including RCC stair case using M25 design mix concrete as per specifications and drawings and as per direction of E.I.C
3	Construction of R.C.C. heel beam and above components shall be done with M30 design mix concrete as per specifications and drawings and as per direction of E.I.C
4	Construction of all allied works like R.C.C. stair case, M.S. ladders, G.I. railings, plastering works using cement: mortar 1:4 (applicable to all exposed surface including

	column and bracing), Cement : mortar 1:3 for top dome, bottom dome, conical dome and shell wall shall be used. ASF shall be done inside of conical ,shell wall and bottom dome  - Non toxic water proofing coating, painting works with emulsion paint with acrylic primer on plastered surfaces , lightning conductors with earthing, mechanical water level indicator , Non toxic Epoxy paint coating on ceiling of top dome inner face, bituminous coating on the top of dome, supplying erection ,fitting, fixing of down pipes from OHR and diameter of CIDF pipes as per direction of EIC, valves with chambers, drain etc. as per specifications and drawings and as per direction of E.I.C
5	Construction of 24 m <sup>2</sup> area Guard Room Building 24 m <sup>2</sup> area including foundation and RCC Column and slab using M20 nominal mix complete with Brick Work, plaster, Painting, door, window, toilet floor finishing, sanitary and plumbing , 10 user septic tank, circular soak well with PVC storage tank of 500 litre. capacity etc. With electrical fan light connection facility complete in all respect. as per specifications and drawings and as per direction of E.I.C
6	Construction of Boundary wall including Brick Work, complete in all respect as per specifications and drawings and as per direction of E.I.C
7	Land development work including ramming surface dressing, Approach Road C.C. (M-30 Grade), Drain and complete in all respect as per specifications and drawings and as per direction of E.I.C

## 2.0 LIMIT OF CONTRACT:

The limit of contract starts from Construction of RCC Over Head Reservoir (OHR) as mentioned in Table 1 with 20m staging height over Annular Raft Foundation, Guard Room (as applicable) Land Development, Approach Road, Drain & Boundary Wall (as applicable) including dismantling of existing OHR (as applicable) at premises as per Departmental design, drawing & specification etc. along with Head works including supply of all materials as required complete in all respect of proposed Water Supply Scheme under AMRUT 2.0 at Asansol Municipal Corporation.

It is the responsibility of the contractor to make good or reconstruct the part or whole of a structure if gets damaged or demolished / crushed / settled down due to water thrust or similar external reasons or faulty design at his own cost. Faulty Design submitted by the contractor even if accepted by the department will not relieve the contractor from above responsibility. Contractor will be considered total responsible for any accident caused due to negligence on his part/poor workmanship/faulty design.

Contractor has liberty to go for design mix for achieving Rich concrete having minimum cement content as stipulated in I.S. code or go for variation if so required at the subject to the satisfaction & permission of E.I.C. The same is also applicable when contractor opt to adopt alternative methodology for facilitating any construction work.

  
**Superintending Engineer, West Circle  
Municipal Engineering Directorate**

## SECTION- B

## **CONDITIONS & REQUIREMENTS FOR BIDDING**

1. Submission of eBid document will not be allowed beyond the schedule time indicated in the eBidding.
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 eBid.
3. Each page of the eBid documents, drawing etc. has to be digitally signed / initialled by the authorized signatory.
4. No eBid proposal will be entertained without the earnest money being submitted as indicated in the eNIB. No interest will be allowed for the said earnest money and the Bid issuing authority will hold the same till finalization of the eBid.
5. Any conditional eBid will be liable for rejection.
6. eBids will be opened in presence of the Bidder or their authorized representatives who opt to be present.
7. The Bid inviting Authority reserves the right to reserve or amend the eBid documents prior to the date notified for submission of the eBid or also to extend the time mentioned in the eNIB under intimation to the Bidders.
8. eBid once offered cannot be withdrawn within a period of 180 calendar days from the date set for opening of eBids. Any extension of this validity period if required will be subject to concurrence of the Bidders.
9. 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 eBid documents before the Bid Inviting Authority by uploading his/her doubt within a period of seven days from the date of publishing of Bid documents. The bidder shall submit his/her queries in writing at least four working days in advance from the date of pre-bid meeting.
10. 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 eBid documents. Bid Inviting Authority however, reserves the right to have pre Bid conference with the intending Bidders if deemed necessary.
11. 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.

12. If expenses incurred for site inspection and all activities in the preparation and uploading of the eBid shall be borne by the Bidders.
13. 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.
14. eBid, 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 eBid, which may be found to be defective during the detail scrutiny.
15. Bidders before uploading the eBid documents shall have to ensure that “Declaration by the Bidder” in the pro-forma set out in the eBid documents is to be filed separately with the eBid documents in the form of Affidavit to be affirmed by the same person signing the Bid documents.
16. 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.
17. This set of Bid documents consists of:           a) Main Bid Documents consists of PART I & PART II (Technical) & financial (.xls sheet).

## **SECTION - C**

### **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 provisionally approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means provisional 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 TIA or his authorized representatives of Asansol Division M.E.DTE.
  - (c) "Bank" means the "State Bank of India" or any other Scheduled/Nationalized 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 thereto 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 Asansol Municipal Corporation 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 undersigned from time to time or approved in writing by the Superintending Engineer, WEST Circle, MED.
  - (k) "Employer" means the Superintending Engineer, WEST Circle, MED
  - (l) "Engineer in Charge" means the Executive Engineer, Asansol Division of Municipal Engineering Directorate to whom the Superintending Engineer, WEST Circle, MED, delegate his Authority by the way of declaring him as EIC in the Bid documents.

- (m) "Engineer's Representatives" means any Assistant Engineer or Assistant of the Engineer or any Clerk 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" means the level of the referred point of the exposed surface of the ground, road or pavement free from extraneous materials;
- (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 or other authority legally entitled to the control or manage local funds but also includes the West Bengal State Electricity Board.
- (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 Superintending Engineer, WEST Circle, MED.
- (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 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, DI (Ductile Iron) pipe, 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 clean 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.

## **2.0 ENGINEERS-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.

The Executive Engineer, Asansol Division, MED may delegate in writing to the EIC any of the power and authorities vested in the engineer and shall furnish to the Contractor and to the Employer a copy of all such written delegations of Power and authorities. Any Written instructions or approval given by Engineer's representative to the contractor within the terms of such delegation, but not otherwise, shall bind the Contractor as though it had been given by the Superintending Engineer, WEST Circle, MED, provided always as follows:

- a) Failure of the Engineer's Representative to disapprove any work of materials shall not prejudice the power of the Superintending Engineer, WEST Circle, MED 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 TIA, who shall thereupon confirm, reverse or vary such decision.

## **ASSIGNMENT AND SUB LETTING**

### **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 Superintending Engineer, WEST Circle, MED.

### **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 Executive Engineer, Asansol Division, MED, 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 labour 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 Executive Engineer, Asansol Division, MED, 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 the Executive Engineer, Asansol Division, MED shall pay such additional sum as may be reasonable to cover such costs.

### **6.0 DRAWINGS**

**1) Custody of drawing:** All the approved Drawings shall remain in the safe custody of the Executive Engineer, Asansol Division, MED, one copy of original approved drawing and design to be submitted to Asansol Municipal Corporation 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 Executive Engineer, Asansol Division, and M.E.Dte. All drawings as provided under the Contract.

**2) Copy of drawing:-** One copy of drawings 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/municipal Representatives and by any other persons authorized by the Engineer in writing.



**3) Disruption of progress:** The Contractor shall give written notice to Executive Engineer, Asansol Division, MED 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 the Superintending Engineer, WEST Circle, MED on recommendation of Executive Engineer 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.

## **7.0 FURTHER DRAWINGS**

The Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED shall be final and binding on the Contractor.

## **8.0 GENERAL OBLIGATION**

**(1) 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 and safety of all Site operations and methods of construction, erection etc.

## **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.

### **10.1 GUARANTEE / Security Deposit:**

**Security Deposit:** *Security Deposit @ 8% (eight percent) will be deducted from each and every Running Account Bill. The entire amount of such 10% (ten percent) of Security Deposit (Initial 2% EM + additional 8%) will be refunded without any interest only after successful completion of the whole work as per PWD order No. 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017, wherein, Construction of new building / new bridge / new culvert, the Defect Liability Period of the work shall be five (5) years from the date of completion of the work;*

**For work with five (5) years Defect Liability Period:**

- i) No security deposit shall be refunded to the contractor for first 3 years from the date of completion of the work;**

- ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;*
- iii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work.*

- 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 Superintending Engineer, WEST Circle, MED 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 Superintending Engineer, WEST Circle, MED 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.

## **10.2 PERFORMANCE GUARANTEE**

The contractor will have to entered into an agreement through banker to ensure performance guarantee on non-judicial stamps Rs.10/-. Suitable proforma will be supplied in due course of time.

## **11.0 INSPECTION OF SITE**

The Executive Engineer, M.E. Dte or his authorized person 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, topographical level of proposed site, 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 Executive Engineer, Asansol Division, MED shall pay the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost.

- 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 Superintending Engineer, WEST Circle, MED on recommendation of Engineer in charge which the Contractor may take in the absence of specific instructions from the Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED and shall comply with and adhere strictly to the Superintending Engineer, WEST Circle, MED's instructions and directions on any matter whether mentioned in the Contract or not touching or concerning the Works.

## **14.0 WORK PROGRAM**

(1) Program to be furnished: Within thirty (30) calendar days, the Contractor shall, after the acceptance of his Bid, submit to the Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED, 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED, 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 Executive Engineer, Asansol Division, MED 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 Superintending Engineer, WEST Circle, MED 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 Superintending Engineer, WEST Circle, MED, 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 Superintending Engineer, WEST Circle, MED, 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 Executive Engineer, Asansol Division, MED.

Such authorized agent or representative shall receive, on behalf of the Contractor, direction and instruction from the Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED or the EIC.

### **16.0 EMPLOYEES**

(I) Contractor's Employees - The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works

a) Such technical assistants as are skilled and experienced in their respective calling and such sub-agents, foreman and leading hands as are competent 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 Executive Engineer, Asansol Division, MED.

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 Executive Engineer, Asansol Division, MED, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Executive Engineer, Asansol Division, MED to be undesirable and such person shall not be again employed upon the Works without the written permission of the Executive Engineer, Asansol Division, MED. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Executive Engineer, Asansol Division, MED.

### **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, on hem), 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, sign 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 Executive Engineer, Asansol Division, MED or the Engineer's Representative, for the protection of the works, contractor's employees, employees 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division MED 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 Executive Engineer, Asansol Division ,MED 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED 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, radio-active 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 Executive Engineer,

Asansol Division, MED 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 Executive Engineer, Asansol Division ,MED or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premiums.

## **21.0 DAMAGES**

**i) Damage to persons and property:** The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Executive Engineer, Asansol Division ,MED 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 Executive Engineer, Asansol Division ,MED 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 Superintending Engineer, WEST MED, his servant or agents or other contractors for the damage or **injury**.

**2) Indemnity of Secretary:** The Contractor shall indemnify the Executive Engineer, Asansol Division ,MED 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 Executive Engineer, Asansol Division ,MED, or to any person, including any employee of the Executive Engineer, Asansol Division ,MED, 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) thereof.



**2) Minimum Amount of third party insurance** - Such insurance shall be affected with an insurer and in terms approved by the Executive Engineer, Asansol Division ,MED, 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 Executive Engineer, Asansol Division, MED 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 It1dcnJmty under the policy being brought or made against the Executive Engineer, Asansol Division, MED, 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED, his agents, or servants. The Contractor shall indemnify and keep indemnified the Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED, 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED 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 i) 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 111 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.

**ii) 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 Executive Engineer, Asansol Division, MED 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, ETC.**

All fossils, coins articles of value or 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.

#### **27.0 PATENT RIGHTS AND ROYALTIES**

The Contractor shall save harmless and indemnify the Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division Circle, MED.

**b) Opportunities for other contractors:** The Contractor shall in accordance with the requirements of the Executive Engineer, Asansol Division, MED, 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 Executive Engineer, Asansol Division, MED 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, MED.

**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 Superintending Engineer, WEST Circle, MED 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 neighbourhood 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 workmen 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 LABOR ETC.**

The Contractor shall, if required by the Superintending Engineer, WEST Circle, MED, deliver to the Superintending Engineer, WEST Circle, MED, or at his office a return in detail in such form and at such intervals as the Superintending Engineer, WEST Circle, MED 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, MED 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 Executive Engineer, Asansol Division, MED, 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 Executive Engineer, Asansol Division, MED.

**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 fulfill, 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 Executive Engineer, Asansol Division, MED 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.

### **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 Engineer or the Engineer's Representative and the Contractor shall afford full opportunity for the Executive Engineer, Asansol Division, MED 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 Engineer If any such part or parts have been recovered up or put out of view after compliance with the requirement of sub-clause (I) 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED and if permission to resume Work is not given by the Executive Engineer, Asansol Division, MED 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**

**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 Contractors' Control.

The successful contractor shall within four weeks from the date of issue of Letter of Intent furnish one or more drawing stating and showing the following:

- 1.0 Any other data that the Bid considers relevant for construction of civil structure.
- 2.0 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.

#### **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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED 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 Executive Engineer, Asansol Division, MED under this Clause, the Contractor shall seek the Executive Engineer, Asansol Division, MED 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 unreasonably 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 Executive Engineer, Asansol Division, MED 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 mess, 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 are 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 multiply 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.

#### **48.0 MAINTENANCE**

**1) Defect Liability Period:** It is 5 years after completion of the work as per satisfaction of the E.I.C. All operational equipments viz. Valves etc. shall function freely.

**2) 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.

**3) 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 Executive Engineer, Asansol Division, MED 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 working days, confirm the same from his end in writing to the Employer, and if such confirmation is not contradicted in writing within fourteen working 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 western Circle, Public Works Department schedule of rates as was in vogue on the date of submission of the Bid. The same is 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 20 Percent:** - If, on certified completion of the whole of the Works, it shall be found that a reduction or increase greater than twenty percent (20%) 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.

**c) Claims:** The Contractor shall send to the Executive Engineer, Asansol Division, MED 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.

## **52.0 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) ) GST, Cess and other imposts.** The Contractor shall pay GST, Cess, 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 Break up:**



Sl No.	Description of items	Percentage of payment to be made w.r.t. tendered amount
1	On completion of construction of foundations as per specifications and drawings and as per direction of E.I.C	20
2	On completion of R.C.C. columns and bracings up to bottom of heel beam as per specifications and drawings and as per direction of E.I.C	15
3	On completion of R.C.C. heel beam, tank, top dome and lantern as per specifications and drawings and as per direction of E.I.C	25
4	On completion of all allied works like R.C.C. stair case, M.S. ladders, G.I. railings, plastering works(applicable to all exposed surface except column and bracing), non-toxic water proofing coating, painting works, lightning conductors with earthing, mechanical water level indicator , bituminous coating on the top of dome, supplying, erection ,fitting, fixing of down pipes from OHR, valves with chambers, drain etc. as per specifications and drawings and as per direction of E.I.C	20
5	Construction of structural work of 24 m2 area Guard Room Building including foundation and RCC Column and slab complete with Brick Work, plaster, Painting, door, window, toilet floor finishing etc. With electrical fan light connection facility complete in all respect..	5
7	Construction of Boundary wall including Brick Work, complete in all respect.	5
8	Balance work of Boundary wall including Brick Work, plaster, Painting, Main gate, finishing work etc. complete in all respect.	5
9	Land development work including ramming surface dressing and complete in all respect.	
10	On Completion of Water Tightness test, disinfection of OHR, Site clearance including necessary dressing as per specification and Drawing and as per Direction of EIC.	5

**Security Deposit:** 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% EM + additional 8%) will be refunded without any interest only after successful completion of the whole work as per PWD order No. 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017, wherein, Construction of new building / new bridge / new culvert, the **Defect Liability Period of the work shall be five(5) years from the date of completion of the work;**

**For work with five (5) years Defect Liability Period:**



- (i) No **security** deposit shall be refunded to the contractor for first 3 years from the date of completion of the work;*
- (ii) **30% of the security deposit** shall be refunded to the contractor on expiry of **four years** from the actual date of completion of the work;*
- (iii) The **balance 70%** of the security deposit shall be refunded to the contractor on expiry of **five years** from the actual date of completion of the work.*

## **60.0 REMEDIES AND POWERS**

**1) Default of contractor:** If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall made an arrangement with or assignment in favour of his creditors, or shall age to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor shall assign the Contract, without the consent in writing of the Employer first obtained, or shall have an execution levied on his goods, or if the Engineer shall certify in goods, or if the Engineer shall certify in writing to the Employer that in his opinion the Contractor :

- a) Has abandoned the Contract, or
- b) Without reasonable excuse has failed to commence the Works or has suspended the progress of the Works for twenty eight days after receiving from the Engineer written notice to proceed, or
- c) Has failed to remove materials from the Site or to pull down and replace work for twenty eight days after receiving from the Engineer written notice that the said materials or work had been condemned and/or rejected by the Engineer under these conditions, or
- d) Despite previous warnings by the Engineer, in writing, is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligation under the Contract, or
- e) Has, to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract.

Then the Employer may, after giving fourteen day's notice in writing to the Contractor, enter upon the Site and the Works and expel the Contractor therefore without thereby avoiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor or agency to complete the Works. The Employer or such other contractor may use for such completion so much of the Constructional Plant, Temporary Works and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper and the Employer

may, at any time, sell any of the said Constructional Plant, Temporary Works used and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

**2) Valuation at date of forfeiture:** The Engineer shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine expert, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, and Constructional Plant and any Temporary Works.

**3) Payment after forfeiture:** If the Employer shall enter and expel the Contractor any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sums or sums, if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

#### **61.0 URGENT REPAIRS**

If, by reason of any accident, or failure, or other event occurring to in or in connection with the Works, or any part thereof, either during the execution of the Works, or during the period of Maintenance, any remedial or other work or repair shall, in the opinion of the Engineer or the Engineer's Representative, be urgently necessary for the safety of the Works and the Contractor in unable or unwilling at once to do such work or repair, the Employer may employ and pay other persons to carry out such work or repair as the Engineer or the Engineer's Representative may consider necessary.

If the work or repair so done by the Employer is work which in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all expenses properly incurred by the Employer in so doing shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any sums due or which may become due to the Contractor, Provided always that the Engineer or the Engineer's Representative, as the case may be, shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

#### **62.0 SPECIAL RISKS**

Notwithstanding anything in the Contract contained:

**1) No liability for war, etc., Risks-** The Contractor shall be under no liability whatsoever whether by way of identity or otherwise for or in respect of destruction of or damage to the Works, same to work condemned under the provision of Clause 38 hereof prior to the occurrence of any special risk hereinafter mentioned, or to property whether of the Employer or third parties, or for or in respect of injury or loss of life which is the consequence of any special risk as hereinafter defined The employer shall indemnify and save harmless to Contractor against and from the same and against and from the same and against and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising there out or in connection therewith.

**2) Damage to works, etc., by special risks** - If the Works or any materials on or near or in transit to the Site, or any other property of the Contractor used or intended to be used for the purposes of the Works, shall sustain destruction of damage by reason or any of the said special risks the Contractor shall be entitled to payment for:

a) Any permanent work and for any materials so destroyed or damaged and so far as may be required by the Engineer, or as may be necessary for the completion of the Works, or the basis of cost plus such profit as the Engineer may certify to be reasonable;

b) Replacing or making good any such destruction or damage to the Works;

c) Replacing or making good such materials or other property of the Contractor used or intended to be used for the purposes of the Works.

**3) Projectile missile etc.:** Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bomb, shell, grenade, or other projectile, missile, ammunition, or explosive of war, shall be deemed to be a consequence of the said special risks.

**4) Increase cost arising from special risks:** The Employer shall repay to the Contractor any increased cost of or incidental to the execution of the Works, other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 38 hereof, prior to the occurrence of any special risk, which is howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the 'Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Executive Engineer, Asansol Division ,MED thereof in writing.

**5) Special Risks:** The special risks are war, (whether war be declared or not), invasion, act of foreign enemies, the nuclear and pressure waves risk described in Clause 19(2) hereof, or in so far as it relates to the country in which the works are being or are to be executed or maintained, rebellion, revolution, insurrection, military or usurped power, civil war, or unless solely restricted to the employees of the Contractor or of his Sub-Contractor and arising from the conduct of the Works, riot, commotion or disorder.

**6) Outbreak of war:** If, during the currency of the Contract, there shall be an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavours to complete the execution of the Works. Provided always that the Employer shall be entitled at any time after such outbreak of war to terminate the Contract by giving written notice to the Contractor and upon such notice being given, this Contract shall, except as to the rights of the parties under this Clause and to the operation of Clause 64 hereof, terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof

**7) Removal of plant of termination:** If the Contract shall be terminated under the provisions of the last proceeding sub-clause, the Contractor shall, with all reasonable dispatch, remove from the Site all constructional Plant and shall give similar facilities to his Sub-Contractors to do so.

**8) Payment if Contract terminated:** If the Contract shall be terminated as aforesaid, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition

a) The amounts payable in respect of any preliminary items, so far as the work carried out or performed, and a proper proportion as certified by the Engineer of any such items, the work or service comprised in which has been partially carried out or performed.

b) The cost of materials or goods reasonably ordered for the Works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery such materials or goods becoming the property of the Employer upon such payments being made by him.

c) A sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.

**d) Any additional sum payable** under the provisions of sub-clause (1), (2) and (4) of this Clause. Provided always that against any payments due from the Employer under this sub-clause, the Employer shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of Constructional Plant and materials and any other sums which at the date of termination were recoverable by the Employer from the Contractor under the terms of the Contract and provided that if the termination be made in exercise of Clause C-60(1), no payment shall be released under ClauseC-62(8) (a) to (d).

### **63.0 FRUSTRATION**

**Payment in event of Frustration:** A war, or other circumstances outside the control of both parties, arises after the Contract is made so that either party is prevented from fulfilling his contractual obligations, or under the law governing the Contract, the parties are released from further performance, then the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as would have been payable under Clause 62 hereof if the Contract had been terminated under the provisions of Clause 62 thereof.

#### **64.0 SETTLEMENT OF DISPUTES**

**Settlement of Disputes:** If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with, or arising out of the Contract, of the execution of the Works, whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall be settled in the court of law having jurisdiction within Nadia District, provided that such a recourse shall not be resorted to without exhausting all other reasonable avenues of redresser.

#### **65. NOTICES**

**1) Contractor's local office and service of notices to contractor:** The Contractor shall have a local office at or near the Site of work; full address thereof shall be intimated by the Contractor or his authorized Agent to the Employer as well as to the Engineer. All Certificates, notices or written orders to be given by the Employer or by the Engineer to the Contractor under the terms of the Contract shall be deemed to have been served by sending by post to or delivering the same to the Contractor's local office.

**2) Service of notice to employer:** All Notice to be given to the employer under the terms of the Contract shall be served by sending by Registered post or delivering the same to the address given below:

**(3) Change in Address of the Employer,** the Engineer or the Contractor may change a nominated address to another address by prior written notice to the other two and in that event shall resume receiving of communication 28 days after delivery of such notice.

#### **66.0 PRICE ADJUSTMENT**

(1) The prices to be paid to the contractor for the whole work shall remain firm during the stipulated contract period or extension thereof and no price adjustment shall be allowed.

(2) The statutory changes in price in the form of Taxes, duties etc. shall however be taken into account. For this purpose the taxes and duties prevailing on the last date of submission of the technical bid (or revised price bid, if applicable) shall be taken as the base. Such taxes and duties for different bought out items shall be specified by the contractor, falling which the assessment of the Employer shall be final and binding. Changes in price of Petrol, Diesel Lubricants, and Electricity etc. shall not be considered.

#### **67.0 MISCELLANEOUS**

**Dangerous materials:** Explosive, chemicals, combustible articles and items and similar materials intended for the Works shall be conveyed, stored and used by the Contractor and his sub-contractors in accordance with all laws, decrees, instruments, orders and regulations imposed by the Government or any of its instrumentalists. Observance of all safety provisions shall be the obligation of the Contractor and nothing herein shall release him from full responsibility for damage or injury to persons or properties resulting from his use of these dangerous materials.

#### **68.0 CONTRACT CONFIDENTIAL**

Except with the prior written approval of the Employer and to subject to such conditions as may be prescribed, the Contractor and/or any member of his organization shall not in any case communicate to any person or entity and information connected with the performance of the Services or in carrying out the Works not make public any information for the purpose of publication or advertisement. The Contractor shall treat all matters related to the Contract as private and confidential.

#### **69.0 CONTRACTOR TO PROVIDE FACILITIES**

The Contractor shall provide such labour, materials and other facilities that the Engineer or his Representative may require to assist them in carrying out normal tests and checks on materials and workmanship and in measurement of works.

#### **70.0 INTERFERENCE WITH EXISTING FACILITIES**

The Contractor shall carry out the works in such a way as to the minimum extent of interference to the use of existing facilities of any kind.

#### **71.0 ACTS OF INFLUENCE**

Neither the Contractor nor any of his Agents, Representatives, Employees or members of his organization shall commit any act which may influence the judgment or decision of the Employer or the Engineer or any of their agents, representatives, employees or members of their respective organization. Any breach of this provision shall constitute a breach of Contract on the part of the Contractor and apart from penal measures against the Contractor according to the law the Employer shall have the Authority to take action for the Contractor's default in terms of the provisions of Clause 60 hereof.

#### **72.0 INDIVIDUALS NOT PERSONALLY RESPONSIBLE**

No personal liability shall be imposed on the members or the Employer or on the Engineer or their duly authorized representatives, agents or employees for acts performed or discharged in the exercise of their authorized duties or responsibilities or in carrying out their obligations by virtue of the provisions or scope of work contained in the Contract, if being understood that they are acting solely as agents and representatives of the Employer in good faith.

#### **73.0 CONTRACT EMBODIES WHOLE ARRANGEMENT**

The Contract becomes effective immediately on Issue of the letter of acceptance to the successful

Bidder. The Contract (with annexure if any) as subsequently executed embodies the whole arrangement between the parties entering into the Contract. All previous correspondence, negotiations, representation, explanations statements, promises or guarantees (whether oral or written) as are not included with the Contract as executed, shall normally be excluded in the interpretation of the Contract.

#### **74.0 COMPLETION DRAWING**

Completion drawing including detailed construction drawing shall have to be submitted in original with 6 (six) copies of prints of each. The original drawings shall be drawn on thick polyester film approved by the Engineer-in-Charge. Scale and size of drawings shall also be as specified by the Engineer-in-Charge. Soft copy of drawing copied in CD/DVD should be submitted in addition. No extra payment will be made for it. The Completion drawings are to be got approved by the Employer and shall have to be submitted before the issue of certificate of final acceptance as in Clause C-57 (6).

**Superintending Engineer, West Circle  
Municipal Engineering Directorate**

### **SECTION - D**

#### **SPECIAL PROVISIONS**

##### **1.0 GENERAL**

##### **1.1 Extended scope of the contract:-**

The contract comprises the Construction of RCC Over Head Reservoir (OHR) of different capacities with 20m staging height over Annular Raft foundation, Sub-Soil test, Guard Room (as applicable), Land Development, Boundary Wall (as applicable), Approach Road and dismantling of existing OHR (as applicable) at given sites as per Departmental design, drawing & specification etc. along with Head works including supply of all materials as required complete in all respect of proposed Water Supply Scheme under AMRUT 2.0 (Phase-III) at Asansol Municipal Corporation.

### **1.2 Item wise details of the lump sum prices and interim payment schedule:-**

The successful contractor will, against each of the job items quoted in the schedule or prices on lump sum basis, submit a detailed break up of lump sum prices for the approval of the Superintending Engineer, WEST Circle ,MED for the purpose of preparing interim payment schedule and calculating the consumption of materials to be issued by the Authority. The break ups will be such as to fairly agree with the lump sum price quoted. The Superintending Engineer, Circle, MED, on recommendation of Executive Engineer of Asansol Division of Municipal Engineering Directorate shall have the authority to modify the breakup of prices keeping, however, the total of the prices fairly equal to the lump sum amount quoted. Lump sum prices quoted in the schedule of prices shall remain fixed irrespective of the variations (i) in Items and quantities during actual execution compared with those provided in the break-ups.

Such break-ups for Civil Works shall include all the components and stages of the progress of the works to facilitate the contractors for Running Account bills.

- i) Raft Foundation
- ii) Cement Concrete
- iii) Reinforcement
- iv) Brick Work
- v) Structural Steel Work
- vi) Doors, Windows, Rolling Shutters, Gates etc.
- vii) Roof Treatment
- viii) Plumbing and Sanitary Works
- ix) Pipe Lines and appurtenant structures and other works.

### **1.3 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. If any modifications to the store shed is suggested by the Executive Engineer, Asansol Division, MED recommendation of the Engineer for better storing of materials that should be carried out by the Contractor at his own cost.

#### **1.4. 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 Executive Engineer, Asansol Division, MED may deem fit.

#### **1.5 Water and Electricity for Construction**

1.5.1. The Contractor shall have to make his own arrangement for supply of water and for electrical power that may be required for or in connection with the works. No payment on this account will be entertained. However, Municipality may assist in getting power.

1.5.2. Arrangement for supply of piped water may not be possible. The Contractor will have to make arrangement for supply of drinking water and water required for constructions works by sinking tube wells or other suitable alternatives. The Tenderer shall investigate this matter during site inspection before submission of tenders: No payment will be entertained on this account.

1.5.3. Nevertheless electrical power from usual supply agencies may not be continuously available due to various reasons including load shedding. In case of non-availability of electrical power the contractor will have to make his own arrangements for electrical power through generations. Contractor should include such aspects while quote his rate. No payment will be entertained on this account. When drawing power from the Municipality power point, the contractor shall have to bear the cost of electrical charges. The route of conveyance shall be subject to approval by the Engineer-in-Charge and will be in accordance with prevailing I.E. Rules.

**1.6 First-Aid Facilities:-** The Contractor shall arrange for medical attentions to be promptly available when necessary. He shall for this purpose provide a number of First-Aid stations at suitable locations within easy reach of the workmen and other staff engaged in the Works. Each First-Aid station shall be properly equipped and will remain in charge of a suitably qualified person. The Contractor shall also provide for transport of serious cases to the nearest hospital. All these arrangements shall be to the approval of the Executive Engineer, Asansol Division, MED.

**1.7 Fire Fighting Arrangement / Fire Extinguishing arrangement:-** The Contractor shall provide suitable arrangement for fire fighting / fire Extinguishing. For this purpose he shall provide requisite number of Fire Extinguishers and adequate number of buckets, some of which are to be always filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

**1.8 Safety Measures:-** The Contractor shall be responsible for the safety of all workmen and other persons entering or in the works and shall at his own expense and to the approval of the Executive Engineer, Asansol Division, MED, take all measures necessary to ensure their safety.

Such measures shall include the provisions of helmets (Specially where work at a height is involved), provision of gum-boots to workers engaged in cement concrete or other works, scaffolding or other measures required for working at a height, shall be strong and rigid and have to be provided with suitable and convenient access. Shoring required for deep excavation must be adequate and rigidly braced and strutted. The Contractor shall provide depending on the exigencies of the location and nature of work and other relevant factors, other safety measure that Executive Engineer, Asansol Division, MED may direct.

**1.9 Supervisory Staff:-**

The Contractor shall engage an experienced and qualified Site Manager to be in day-to-day charge of the work and he should be authorized to receive instructions from the Engineer. He shall receive orders given by the Engineer from time to time and shall act on them promptly. The Contractor shall, during working hours, maintain engineer and supervisors of sufficient training and experience to supervise the various items and operations of the work. Orders and directions as given to such engineers and supervisors or other staff of the Contractor shall be deemed to have been given to the Contractor. The Chief Engineer of the Contractor responsible for this work, by whatever designation he may be known, but who will be specified on award of the Contract shall at least once in a fortnight inspect the works and shall discuss with the Engineer the conduct and progress of the work.

**1.10 Joint Survey**

The Contractor shall satisfy himself regarding the correctness of the layouts, levels etc. as are shown in the drawings or given in the specifications. Before starting the work he shall also carry out at his own cost, survey of the whole work site jointly with the representative(s) of the Authority. Discrepancies noticed between drawings and the joint survey shall be informed in writing to the Executive Engineer, Asansol Division, MED and got set right before execution of works. Such deviations as may arise out of the joint survey shall not viable the provisions of contract or entitle the Contractor to any extras in any way.

**1.11 Layout and Checking**

The contractor shall provide all labour, skilled and unskilled and all materials needed for carrying out, as directed, survey, laying out, setting out, checking of works, taking measurements, testing hydraulic and other structures, without any extra payment. The Contractor shall also provide approach and access to all the works and stores without any extra cost.

**1.12 Reference Points**

After the joint survey has been plotted and approved by the Executive Engineer, Asansol Division, MED recommendation of the Engineer, permanent base lines, cross line and bench marks shall be established by the Contractor so as to serve as reference points and "Dimensional Control Basis" of works. He shall prepare and submit a plan showing such reference points with their full description.

### **1.13 Co-operation with other Contractors**

Some works in plant site, have been already done/are being done/will be done through other contractors. In the event of any such work the contractor shall have to work in full co-operation and in close co-ordination with other contractor/contractors. Any difficulty that may arise in this connection will have to be amicably settled by the contractors amongst themselves. If that be not possible, the matter shall be referred to the Executive Engineer, Asansol Division, MED whose decision shall be final and binding on all the parties.

However, the site allocated to the contractor may be fenced at the Contractor's cost provided any necessary access to others as it required is given. The contractor will be permitted to use only the access to the site as indicated on the site plan of Tender Drawing.

### **1.14 Approval of Materials and Equipment to be used**

Samples in large enough quantity of materials and descriptive data therefore requiring prior approval shall be furnished by the contractor to the Executive Engineer, Asansol Division, MED in good time before the collection of such materials and equipment so as to permit inspection and testing. The samples shall be properly marked to show the name of the materials, name of the manufacturer and place of origin and item for which it is to be used. Only upon approval, the materials of approved quality shall be brought to site. Samples approved shall be on exhibition at all times, properly stores and prevented from deterioration for the purpose of comparison with the materials brought to site of work from time to time for use in work.

### **1.15 Testing & Testing Equipment**

1.15.1. Testing of materials to be used in the permanent work or of the quality of finished items, shall have to be done from approved laboratory at the expense of the contractor.

The contractor shall afford at his own cost necessary facilities in providing the requisite materials and other assistance that may be required by the Engineer including transport of the test specimens to the laboratory referred to above,

1.15.2 The Contractor shall provide at his own cost necessary equipment for such testing which by the nature of work may have to be done at site or for taking samples for testing in laboratories. These include sufficient number of slump cones, standard 150 mm metal cube moulds, sets of I.S sieves, weighing balances, graduated measuring cylinders, complete set of equipment for in-site density test, thermometers and any other miscellaneous equipment that may be required by the Engineer or his Representative. The Contractor shall also provide necessary arrangement for curing of concrete cube specimens as instructed by the Engineer.

1.15.3 The contractor shall install a Cube Testing Machine with proper calibration at the OHR site.

### **1.16 Construction Records**

The Contractor shall keep and supply to the Engineer the up-to-date records of the dimensions and positions of all permanent works (showing therein any approved deviation between the drawing and the work as actually executed), The information available from the records must be adequate and complete to enable preparation of "as-made" drawing by the Contractor from these records,

### **1.17 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, Three copies of each of these photographs to an enlarged size of about 25 cm x 20 cm together with the CD / DVD, shall be supplied to the Executive Engineer, Asansol Division, MED and these shall become the property of the Employer. Each photograph shall be suitably captioned with the date of the photograph, location and other relevant particulars, further prints and CD of the photograph, location and other relevant particulars shall not be kept by the Contractor or reproduced without written permission of the Employer. Digital Camera with 10.0 Mega pixels 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.

The number of photographs (each consisting of three prints and the CD/DVD as aforesaid) for the complete works is not expected to exceed 100 (one hundred), No photograph of the plant and other installations shall be taken without prior approval of the concerned officers

### **1.18 Satisfactory completion of various items**

The sub-works included in the Schedule of Prices are job works on lump sum basis. The various items of the sub-work are to fit in perfectly in the whole plant in every respect so as to form effective working parts of the whole plant as per satisfaction of the Executive Engineer, Asansol Division, MED. Each sub-work will be considered as complete when it is completed as per specifications and put into commission, as per standards, as a successful component part of the whole plant.

### **1.19 Checking Quality of Work**

Should the Engineer consider it necessary to satisfy himself as to the quality of the work, the Contractor shall, at any time during continuance of the contract, offer sample of work done or if necessary pull down a reasonable part of the work enough for such inspection and testing as the Engineer may direct and the Contractor shall make good the same at his cost and to the satisfaction of the Engineer without any extra cost.

### **1.20 Recording Measurements**

Though the offer is on lump sum basis, the Contractor shall give not less than five days notice, in writing to the Engineer, about the work which is proposed to be covered or placed beyond the reach of measurements so that measurements may be taken before the work is covered, bar bending schedule is to be provided five days before the casting date. If any work is covered without such written notice, the same shall be uncovered at the cost of the Contractor and in default hereof no payment or allowances shall be made for such work. These requirements apply for all the component items executed for the sub-work for which lump sum price is quoted

### **1.21 Reports and Returns**

The Contractor shall maintain at Site daily records of progress with regard to the works carried out, labour engaged and construction equipment deployed. These will form the basis of preparing periodic reports and returns as may be required by the Engineer and in the manner as directed by him.

These daily records shall be made accessible to the Executive Engineer, Asansol Division, MED & Engineer or his Representative as and when desired by him.

### **1.22 Site Order Books**

1.22.1 For the purpose of quick communication between the Engineer or his Representative and the Contractor or his Agent or Representative, Site Books shall be maintained at site in the manner described below. Any communication relating to the works may be conveyed through records in the Site Books. Such a communication from one party to the other shall be deemed to have been adequately served specified elsewhere in the General Conditions of Contract. Each Site Book shall have machine-numbered pages in triplicate and shall be carefully maintained and preserved.

1.22.2 The Contractor shall keep Site Books at various places Site work is being carried out so as to be readily available to the Engineer or his Representative. Any instruction or order which the Engineer or his Representative may like to issue to the Contractor may be recorded by him in the Site Book and two copies thereof taken by him for his record. The Contractor or his Agent or Representative may similarly maintain separate Site Book for any communication he may like to send to the Engineer or his Representative. Two copies thereof when sent to the Engineer's Representative and receipt obtained thereof, will constitute adequate service of the communication to the Engineer.

## **2.0 MATERIAL**

2.1 The Contractor is liable to procure materials like Cement and Steel of required specifications from his own for smooth progress of the work under terms and conditions stipulated hereinafter.

Procurement of cement and steel materials require prior permission from appropriate authorities (Superintending Engineer, Municipal Engineering Directorate) for approval of Brand & quality of materials to be procured by the Contractor.

2.2 However, if, in the interest of the Works, any material be issued to the Contractor, the provisions of Clause 2 shall apply mutates mutants and the issue rate thereof shall be as fixed by Executive Engineer, Asansol Division,

### **2.3 Cement :-**

The Cement shall be Portland Pozzolona Cement conforming to IS 1489-1991 Part-I &II and/or Portland Slag Cement conforming to IS 455-1989

#### **2.4 Steel**

Steel bars conforming to IS: 1786; 1985 (Reaffirmed 1990) specifications.

- (i) For OHR- Brand/manufacturer as TATA/SAIL/RINL
- (ii) For Boundary wall , Approach Road, guard room- Brand/manufacturer as other than TATA/SAIL/RINL

### **3. TECHNICAL ASSISTANCE**

Training of Technical Personnel: - The Contractor shall undertake to train one technical personnel selected and sent by the ULB to the works of the Contractor. These engineers shall be given special training in the shop and drawing office where the equipment will be designed and manufactured and where possible in any other plant where Contractor's manufactured equipment of similar type is under installation tests or maintenance, to enable them to become fully familiar with the equipment being supplied by the Contractor. The period of training shall be as decided by the ULB but in any case shall not exceed six months for any individual. During the period of training the Contractor shall arrange for reasonable accommodation of the engineers and transport from the place of accommodation to the works or plant.

The Contractor's supervisory personnel at site shall continuously and intensively instruct and train an adequate number of the ULB authority operating and maintenance personnel at site during erection and commissioning of the plant to enable them to take over the operation and maintenance of the plant after the maintenance period. No extra payment shall be made by ULB for the training of personnel under this clause.

### **4. TERMS OF PAYMENT:- As per Clause 57 of SECTION-C**

**5. NO INTEREST ON DUES:** -No interest will be payable by the Employer on the amount due to Contractor pending final settlement.

### **6. DISPOSAL OF THE EXCAVATED MATERIALS**

All materials obtained from any excavation required to be carried out under this contract will be the property of the ULB and the Contractor shall not have any claim on it. It will not be used for any purpose other than refilling the excavations as needed or levelling the compound or in construction of any embankment or in any manner as directed by the Engineer. After completion of work or earlier if so directed by the Employer the surplus excavated materials shall be disposed off by the contractor to any distance without any extra cost, but only after being so directed by the Employer.

### **7. POSSESSION PRICE TO COMPLETION**

The Authority shall have the right to take possession for use of any completed or partly completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work not completed in accordance with the agreement.

**8. TENDER TO STRICTLY COMPLY WITH SPECIFIED CONDITIONS AND ALL OTHER SPECIFICATIONS**

It should be clearly noted that the Bidders have to strictly comply with the specifications and other terms and conditions laid down in this document and no variations are permissible. This is necessary for the purposes of comparison of tenders received.

The Contractor shall stand guarantee for producing potable water as per the standards laid down in the tender and for the works carried out under this Contract.

**Superintending Engineer, West Circle  
Municipal Engineering Directorate**

**SECTION – E**

**GENERAL SPECIFICATIONS OF WORKMANSHIP AND MATERIALS FOR CIVIL WORK**

**1.0 GENERAL**

**1.1 General Materials**

1.1.1. All materials used in the permanent works shall be of the best quality of the kind and to the approval of the Engineer-in-Charge. Any material not covered by these Specifications, shall comply with the relevant latest Indian Standard Specifications (Referred to as IS as revised or modified up-to the date one month prior to Tender date). British or American Standard Specifications shall be referred to in case any particular specification is not available in any of the aforesaid Specifications. For materials not specified in the aforesaid, direction of the Engineer-in-Charge shall be followed. All disputes shall be referred to the Employer, whose decision shall be final and binds.

1.1.2. Samples of materials to be supplied and used, by the Contractor in the works shall be to the prior approval of the Engineer-in-Charge. For this purpose the Contractor shall furnish in advance representative samples in quantities and in the manner as directed by the Engineer-in-Charge for his approval. Materials brought to the Site, which in the option of the Engineer-in-Charge do not conform to the approved sample and if so directed by him shall be removed by the Contractor from the Site and replaced by the materials of approved quality.

1.1.3. In spite of approval of the Engineer-in-Charge of any materials brought to the site, he may subsequently reject the same if in his opinion the materials has since deteriorated due to long or defective storage or for any reason whatsoever and is thereby considered unfit for use in the permanent works. Any material thus rejected shall be immediately removed from the Site at Contractor's cost and expense.

1.1.4. All materials brought to the Site shall be properly stored and guarded in the manner as directed by the Engineer-in-Charge and to his satisfaction.

1.1.5. The Engineer on written request of Executive Engineer, Asansol Division, MED may carry out test of materials as he may decide. The Contractor shall, at his cost and expenses, for this purpose supply requisite materials and render such assistance to the Engineer-in-Charge as he may require.

## **1.2 Workmanship**

All works are to be carried out in proper workman like manner. Items of works not covered by these Specifications or by other tender documents shall be carried out as per best practice according to the direction of the Engineer-in-Charge and to his satisfaction. The relevant IS Specifications or in case of necessity British or American Standard Specifications shall be taken as guide for the purpose.

## **1.3 Works Included**

The rates for all items, unless specifically stated otherwise in the Contract, must cover the cost of all materials, labour, tools, machinery, plant, pumps, explosives, scaffolding, staging strong props, bamboos, ropes, templates, pages and all appliances and operations whatsoever necessary for efficient execution of work.

## **1.4 Ground Conditions**



The Contractor is to visit the site and ascertain local conditions, traffic restrictions and obstructions in the area and allow for extra expenses likely to be incurred due to any limitations whatsoever.

### **1.5 Setting out and Levelling**

The Contractor is to set and level the works, and will be responsible for the accuracy for the same. He is to provide all instruments and proper qualified staff required for checking the Contractor's work.

### **1.6 Safety**

The Contractor shall take adequate precaution to provide complete safety for prevention of accidents on the site.

### **1.7 Keeping Works Free from Water**

The Contractor shall provide and maintain at his own cost, electrically or other power driven pumps and other plant and equipment to keep site excavated foundation pits and trenches free from surface as well as subsoil/leakage water from any other source thereof and continue to do so to the complete satisfaction of the Engineer-in-Charge till the site is handed over. Method of dewatering shall need approval of the Engineer-in-Charge but no payment whatsoever is allowed on this count.

### **1.8 Rubbish**

1.8.1. The Contractor shall clear all rubbish, vegetation, roots, soda etc., and dump them in the area indicated to the satisfaction of Engineer-in-Charge. No separate rate shall be allowed for the above work.

1.8.2. After the work is completed, the Contractor shall clear the area surrounding the buildings, all hutments and excess stores and remnants of building materials such brick bats, metal, sand, timber, steel etc.

### **1.9 Bench Marks and Ground water Gauges**

The Contractor shall protect surveyor's benchmarks and ground water gauges, zero line marks and base line marks and base line marks from damage of movement during work.

### **1.10 Inspection**

The Contractor shall inspect the Site of works and ascertain site condition and the nature of soil to be excavated.

**1.11 Contractor's Staff** :- The Contractor must provide at all times efficient staff of trustworthy, skilful and experienced assistance capable of carrying out the work in accordance with the drawings and specification and to correct levels. The cost this establishment should be included in his rates.

**1.12 Method of Measurement;** - Unless otherwise specified, the method of measurement for building works shall be as per IS: 1200.

**1.13 Specifications Referred to**

1.13.1 The specification contained herein is not exhaustive and for such items of works which may arise and which are not covered by these specifications, the provisions in the relevant Indian Standard (Latest Edition) shall apply.

1.13.2 A list of some Indian Standards is given herein.

1.13.3 Wherever reference to the Indian Standard mentioned below or otherwise appears in the specification, it shall be taken as reference to the latest version of the Standard.

IS Code No	Description
IS: 1200	Method of measurement of building and Civil Engineering works.
IS: 1542	Sand for plaster.
IS: 383	Aggregates-Coarse and fine, from natural source for Concrete.
IS: 515	Aggregates for use in Mass Concrete, natural and manufactured.
IS: 456	Code of Practice for Plain and Reinforced Concrete for General Building construction.
IS: 3370	Code of Practice for Concrete Structures for the Storage of Liquids.
IS: 12269	Specification for 53 Grade Ordinary Portland cement.
IS: 1786	Specification for High Strength Deformed bars& wires for concrete reinforcement.
IS: 1077	Common Burnt Clay Building Bricks.
IS: 1235	Flooring Tiles, Cement Concrete, Floor Finish
IS: 1443	Cement Concrete, Flooring Tiles, Laying and finishing.
IS: 1661	Cement and Cement Lime Pointing Plaster finishes on walls and Ceilings.
IS: 226	Structural Steel (Revised) Iron Work
IS: 800	Code of Practice for use of Structural Steel in General Building Construction.
IS: 1199	Workability of Concrete

## **2.0 EARTH WORK IN EXCAVATION & FILLINGS**

**2.1 General :-** Applicable provisions of Conditions of contract shall govern work under this section.

### **2.2 Excavation for Foundation, Trenches, Pit etc.**

The excavation work shall be carried out in all kinds of Soil including Sand in workman like manner without endangering the safety of the nearby Structures or works without causing any hindrance to other activities in the area. The existence of old buildings, boundary walls, hutment, sewer lines, water lines, if any very close to the area of excavation should be given careful consideration while designing carrying out the excavation work. The excavation shall be done in such method as would technically be appropriate and befitting the site conditions subject to the approval of the Engineer-in-Charge. All foundation trenches shall be excavated to the full width and depths shown on the approved drawing or to such ordered to the Contractor.

The Contractor shall not undertake any earthwork without having obtained prior approval from the Engineer-in-Charge to the methods he proposes to employ in order to execute the work in the most efficient manner. He shall not modify such methods without the approval of the Engineer-in-Charge. This approval, however, shall not in any way make the Engineer-in-Charge responsible for any consequent loss or damage.

2.2.2. Should any excavation be taken down the specified levels, the Contractor shall fill in such excavation at his own cost with concrete as specified for foundations, well rammed in position until it is brought up to the specified level.

2.2.3. The Contractor shall notify when the excavation is completed and no concrete or masonry shall be laid until the soil for each individual footing, rafts etc. is approved.

2.2.4. The Contractor shall keep the site clear of water at all times. To this end he shall provide arrangements for bailing and pumping or any special arrangements as required within his quoted prices.

2.2.5. All foundation pits shall be refilled to the finished ground level (formation level) with approved materials, which shall be suitably consolidated in layers to the satisfaction of the Engineer-in-Charge.

2.2.6. Nothing extra will be paid for bailing out water collecting in excavation due to rains, ordinary springs, leakage from any other sources etc., or any other reason.

2.2.7. For the work of excavation the Bidder shall include in his quotation the shoring, sheeting, bracing and sheet piling (if required). The quotation shall also include the cost of compaction of foundation sub-base, removal and storage of excavated materials and back filling.

**2.3 Shoring:-** Timber shoring whenever required shall be closed boarded with minimum 50mm thick good and seasoned timber planks of sufficient length driven side-by-side to the required depth. The gaps between adjacent timber planks shall such would not allow any flow of soil particles, if necessary, the sides of the planks shall be planed smooth to ensure this. Sufficient numbers of bracing struts, walling etc. are to be provided to make the shoring rigid and non-yielding by earth pressure. Where necessary, sheet piling shall be done to ensure safety to the adjoining structures, if it is found that it is not feasible to protect the structure by timber shoring only. The Bidder is strongly advised to inspect the site before tendering and apprise himself of the requirement of any Sheet piling in addition to the timber shoring before submitting his Quotation accordingly.

#### **2.4 Back Filling**

The space around the foundations in trenches or sites shall be cleared of all trash and loose debris and filled with approved excavated earth, all clods being broken up to the finished G.I. Filling shall be done in 200mm layers, each layer to be properly moistened and well rammed. Any Excavated materials which is surplus or which is consolidated unsuitable for back filling is to be disposed of in spoil dumps as directed by the Engineer-in-Charge. No extra payment will be made for this.

### **3.0 CONCRETE**

#### **3.1 General**

3.1.1 Applicable provisions of Conditions of Concrete shall govern work under this section.

3.1.2. All concrete work, plain or reinforced shall be carried out strictly in accordance with this specification and any working drawing or instructions given from time to time to the Contractor.

3.1.3. The Contractor's states shall allow for wastages in all materials as well as for all tests of materials and concrete.

3.1.4. No concrete shall be cast in the absence of the Engineer-in-Charge or any other person duly authorized by him. The Contractor's Engineer shall personally check that both the form work and reinforcement have been correctly placed and fixed, and shall satisfy himself that all work preparatory to the casting is completely ready, before informing the Engineer-in-Charge for final inspection and approval and for which purpose at least 24 hours' notice shall be given by the Contractor.

3.1.5. The Indian Standards wherever referred to herein shall be the latest addition of such standards.

#### **2.3 Cement**

The Cement shall be Portland Pozzolona Cement conforming to IS 1489-1991 Part-I &II and/or Portland Slag Cement conforming to IS 455-1989

#### **2.4 AGGREGATES**

The fine and coarse aggregates shall conform to all provisions and test methods of IS: 383 and/or IS: 515. Samples of aggregates, proposed to be used in the work shall be submitted free of charge in sufficient quantities to the Engineer-in-Charge with sieve analysis and other physical and chemical analysis data for his approval. He will preserve approved samples for future reference. This approval will not in any way relieve the Contractor of his responsibility of producing of specified qualities.

## **2.5 Coarse Aggregates**

Coarse aggregates for use all reinforced and other plain cement concrete works shall be crushed black granite trap stone obtained from approved source and shall consist of uncoated, hard, strong dense and durable pieces of crushed stone, and be free from undesirable matters, viz. Disintegrated stones soft, friable, thin, elongated or laminated pieces, dirt, salt, alkali, vegetable matter or other deleterious substances. The aggregates shall be thoroughly washed with water and cleaned before use to the satisfaction of the Engineer-in-Charge at no extra cost of the Employer.

The maximum size of coarse aggregates shall be as follows unless specified otherwise elsewhere.

Reinforced Concrete	:	20 mm
Plain Concrete Thin R. C. C. Members	:	20 mm
With very narrow space	:	12 mm.
Mat/Lean Concrete	:	20/40 mm.

(The actual size to be agreed by the Engineer-in-Charge)

Grading of coarse aggregates for a particular size shall generally conform to relevant I.S Codes and shall be such as to produce a dense concrete of the specified proportions and or strength and consistency that will work readily in position without segregation.

## **2.6 Fine Aggregates**

Sand shall be clear River sand brought from approved source and consist of siliceous material, having hard, strong, durable uncoated particles, free from undesirable matters viz. dust lumps, soft or flaky particles or other deleterious substances. The amount of undesirable shall not exceed the percentage limits by weights as specified in relevant IS Codes. Washing of aggregates by approved means shall be carried out, if desired by the Engineer-in-Charge, at no extra cost to the Employer.

Coarse and fine sand shall be well graded within the limits by weight as specified in relevant IS Code. Fineness Modulus shall not vary by more than plus or minus 0.20 from that of the approved sample. Fineness Modulus for sand should not be less than 2.5.

## **3.0 REINFORCEMENT: - Reinforcement will be of SAIL / TATA / RINL make (for OHR)**

3.1 The Contractor shall prepare and furnish to the Engineer-in-Charge, Bar Bending Schedules in considerations of the approved drawings for all R.C. C. works for review and checking by the Engineer-in-Charge well before taking up the work.

3.2 The High Yield strength deformed bar (HYSD) shall conform to IS: 1786-1990. All steel (TATA/SAIL/RINL) for reinforcement shall be free from loose, oil, grease, paint or other harmful matters immediately before placing the concrete.

3.3 The Reinforcement shall be bent to the shapes shown on the approved drawings prior to placing and all bars must be bent cold. The Steel (TATA/SAIL/RINL) shall be placed in such a way that it is rigidly held in position while concrete is being cast. The correct clearance from the form shall be maintained by either pre-cast mortar blocks or by metal supporting chairs to be supplied by the Contractor free of charge.

The intersection of roads crossing one another shall be bound together with soft pliable with No. 16 to 18 SWG at every intersection so that reinforcement will not be displaced in the process of depositing concrete. The loops of binding wire should be tightened by pliers and welding of reinforcement for lapping & binding should be done if desired by E.I.C. No extra payment will be made for this purpose.

3.4 The work of reinforcement shall also be inclusive of stirrups distribution bars, binders, initial straightening and removing of loose rust, if necessary, cutting to requisite length, hooking and bending to correct shape, placing in proper position including supplying and binding with block annealed wire as stated in clause 3.4.3 above.

3.5 The brand of steel (TATA/SAIL/RINL) used for the work will selected & approve by the E.I.C in writing before execution of work.

3.6 For other civil works (other than OHR) non TATA/SAIL/RINL shall be used on approval of the EIC.

### **3.5 Water**

The Water shall be clean and free from Alkali oil or injurious amounts of deleterious materials. As far as possible, the water is of such quality that it is potable. If any chemical analysis of water is necessary and ordered, the same shall be carried out at an approved laboratory at the Contractor's cost and expenses.

### **3.6 Concrete Proportioning**

3.6.1 The concrete proportions shall be as indicated on the approved drawings and shall conform to IS: 456 & IS: 3370. The quality and character of concrete shall be governed by IS: 383. It should be sampled and analyzed as per IS: 1199. The concrete should stand the test specified in IS: 516.

3.6.2 The minimum cover of main reinforcement shall be as per relevant IS: Codes. Cover to any reinforcement of R.C.C. piles shall be minimum 65 mm in case in-situ and 50 mm in case of pre-cast piles. Suitable spacer blocks shall be provided at intervals not exceeding 1.2 m. throughout the length of the pile.

3.6.3 The workability shall be measured by slump. Slump for different grades of concrete shall not exceed following unless specifically permitted by the Engineer-in-Charge.

- i) For M 15 concrete - 3.75 cm.
- ii) For M 20 concrete - 2.50 cm.
- iii) For M 25 concrete – 2.00 cm

3.6.4 All concrete works shall be thoroughly compacted and fully worked around the reinforcement, around embedded fixtures and into comers of the form work.

The Concrete shall be thoroughly and shall be efficiently vibrated during laying. The use of mechanical vibrators shall comply with IS: 2608, IS: 2506 and IS: 4656. Whenever vibration has to be applied externally, the design of formwork and deposition of vibration shall receive special consideration to ensure efficient compaction and to avoid surface blemishes.

### **3.6.5 Test for Water Tightness of Structures / Pipes**

For liquid retaining structures including inlet chambers etc. shall be deemed to be satisfactory water tight as per relevant clause of IS: 3370. The Contractor at his own expenses, if necessary, shall undertake approved corrective measures.

As regards the pipelines, the tests shall be performed for the Hydrostatic Pressure of 10 Kg./Sq. cm in case of S.W.M., D.I. Pipes and 2 Kg./Sq. cm. for P. S. C. respectively. The tests shall be carried out as per relevant IS Codes and pipes shall be considered satisfactory if the tests results satisfy the requirements of the relevant clauses of the Codes. The Contractor shall give all these Hydraulic Tests by making his own arrangements for water supply and filling and disposing the water after the tests. The Contractor shall rectify the defects noticed and carry out the tests again and repeat the testing operation till successful result is obtained and accepted by the Engineer. The rates Quoted for the work shall be considered as inclusive of cost of all Labour, materials and equipment required to give successful tests for Water tightness.

## **3.7 WORKMANSHIP**

3.7.1 All Concreting work shall be carried out according to the IS: 456, IS: 3370, and other related codes. It should, however, be noted that for every 15 M<sup>3</sup> of concrete placed or for every one day's volume of concrete whichever is lower, a minimum of 3 (three) Cubes shall be kept for test purpose, and tested at the Contractor's cost and expenses at a Laboratory as approved by the Authority. The number of test cubes may, however, be altered at discretion of the Engineer-in-Charge. It is compulsory to test 3 (three) cubes in each case.

**3.7.2 Structural Concrete:** - Design mix Concrete shall be on all concrete works except in case of Mud-mat concrete lean concrete where nominal mix concrete will be allowed. Design mix Concrete will be used in Reinforced Concrete Structures shall be in Grade of M20, for works other than water training structure & water retaining structure Grade of concrete as per latest amendment of IS:3370. The mix

shall be designed to produce the grade of concrete having required workability and a Characteristic Strength not less than appropriate values given in IS: 456 - 2000. For mix design, procedure given in Indian Standard recommendation or any other standard procedure shall be adopted. As long as the quality of materials does not change a mix design done earlier may be considered adequate for later work. Batching mixing, sampling and Strength Test of concrete shall be carried out in compliance with the relevant clause of IS: 456-2000 and all other relevant Indian Standards recommended therein.

The mix design by the Contractor shall be used for works only after obtaining written approval of the Engineer-in-Charge. Mix design shall be entirely the responsibility of the Contractor and any approval by the Engineer-in-Charge shall not relieve him of his responsibility in respect thereof.

The Contractor shall prepare all the Calculations, Tabulations, Graphs etc. pertaining to Mix Design Test result and supply copies of such Calculations, tabulations, Graphs etc. required by the Engineer-in-Charge.

On proportioning concrete, the quantity of both cement and aggregate shall be determined by weight, where the weight of cement is determined on the basis of weight per bag a reasonable number of bags be weighed periodically to check the net weight or should be either weighed or measured by volume in calibrated tanks, All measuring equipments shall be maintained in a clean serviceable condition and shall periodically checked for accuracy.

The grading of coarse and fine aggregates shall be checked frequently and frequency of testing shall be determined by the Engineer-in-Charge. Where weight batching is not possible or practicable, the quantities of coarse and fine aggregates may be determined by volume but cement in any case shall be weighed by weight only. If fine aggregate and volume batching is adopted, allowance shall be made for bulking. The bulking shall be determined in accordance with IS: 2386 (Part-III).

The Water-Cement Ratio shall be maintained to its correct value. Surface moisture content of aggregate shall be determined as per IS: 2386 (Part-III) and the amount of water to be added shall be adjusted accordingly to maintain the correct Water-cement ratio.

During the progress of work in order to ensure correct strength of concrete proper control should be exercised by the Contractor as specified in Specifications mentioned in the Clause 3.7.1 above. Test strength of every sample shall be determined in accordance with the recommendations of IS: 456-2000. If one out of ten consecutive test cubes shows a deficiency in strength up-to a maximum limit of 10%, the concrete will be deemed satisfactory. If two of the test cubes out of ten shows a deficiency in strength up to a limit of 10%, the concrete shall be deemed to be less satisfactory and a reduction of 1 % will be made on the cost of such concrete. If three out of ten test cubes show deficiency in strength up to a limit of 10%, a reduction of 5% will be made on the cost of such concrete. If more than three test cubes show a deficiency in strength up-to a limit of 10% a reduction of 10% will be made on the cost of such concrete. If more than five shows a deficiency in strength up-to a limit of 10%, the concrete shall be rejected. Such rejected concrete work shall have to be dismantled and replaced to the satisfaction of the Engineer-in-Charge by the Contractor free of cost to the Employer. No payment for the dismantled concrete, the relevant formwork and reinforcement, embedded fixtures etc. wasted in the dismantled



portion, shall be made. In the course of dismantling, if any, damage is done to the embedded items or adjacent structures, the same shall also be made good free of charge by the Contractor to the satisfaction of the Engineer-in-Charge.

If the deficiency in strength of one-test cubes exceeds the 10% limit, a reduction of 5%) will be made on the cost of such concrete. if the deficiency in strength to two out of ten test cubes exceeds the 10% limit, a reduction of 10% will be made on the cost of such concrete. If the deficiency in strength of three out of ten test cubes exceeds the 10% limit, a deduction of 20% on the cost of such concrete will be made.

With permission of the Engineer-in-Charge for any above mentioned grades of concrete, if the quantity of water has to be increased in special cases, cement shall also be increased proportionally to keep the ratio of water to cement same as adopted in trial mix design for each grade of concrete. No extra payment for additional cement will be made.

### **3.8 PRE-CAST CONCRETE**

Pre-cast Concrete items shall conform to relevant IS Specifications. Pre-cast items shall be suitably marked with the date of casting identification marks and shall show the right way up as may be required. The arrangements to be made by the Contractor for Site manufacture and handling of pre-cast items shall be done to the approval of the Engineer-In-Charge. Each pre-cast unit shall be cast in one operation and no construction joints shall be permitted. No damaged or defective units shall be built into the works and units shall be so stored that they are not over' stressed.

Pre-cast units shall be provided in places as shown in the approved drawings. The pre-cast units shall be cast at site strictly following the Specifications of Pre-cast Concrete work. Proper care shall be taken to ensure that the units are obtained from the moulds without any damage. Before erecting in position the units shall be cured adequately by keeping units immersed in water.

### **3.9 FORM WORK**

3.9.1. The Form Work shall conform to IS: 456. Whenever necessary, shuttering must be provided. The work shall also include providing all necessary staging, centring, formwork and moulds for placing concrete. Shuttering may be of approved dressed timber true to line, not less than 37 mm. thick. Surface to be in contact with concrete are to be planed smooth. Alternatively, sufficiently rigid plywood shuttering or steel shuttering may be used. In every case, joints of the shuttering are to be such as to prevent the loss of liquid from the concrete. In timber shuttering the joints shall, therefore, be either tongued or grooved or the joints must be perfectly close and lined with draft paper polythene films or other types of approved materials. In case of plywood or steel shuttering also the joints are to be similarly lined. All shuttering and framing must be adequately stayed and braced to the satisfaction of the Engineer-in-Charge for properly supporting the concrete, during concreting and the period of hardening. It shall be so constructed that it may be removed without shock or vibration to the concrete. No through bolts are allowed for holding the shuttering in water retaining structure.

### **3.9.2 Cleaning, Treatment and Removal of Form Works**

All form works shall be thoroughly cleaned of old concrete, wood shavings, saw dust, dirt and dust sticking to them before they are fixed in position. All rubbish loose concrete chippings, shavings, saw dust etc. shall be scrupulously removed from the interior of the forms before the concrete is poured. Formwork shall not be used/reused, if declared unit or unserviceable by the Engineer-in-Charge.

If directed by the Engineer-in-Charge, compressed air jet/or water jet shall be kept handy along with wire brushes, brooms etc. for the purpose of cleaning. Before shuttering is placed in position, the form surface in contact with the concrete shall be treated with approved non-staining oil or composition. Care shall be taken that the oil or composition does not come in contact with reinforcing steel or existing concrete surface. They shall not be allowed to accumulate at the bottom of the shuttering. Forms shall be struck in accordance with the relevant clause of IS: 456 or as directed by the Engineer-in-Charge. The Contractor shall record on the drawings or in other approved manner, the date in which the concrete is placed in each part of the work and the date on which the form work is removed there from and have this recorded checked and countersigned by the Engineer-in-Charge.

The Contractor shall be responsible for the safe removal of the formwork, but the Engineer-in-Charge may delay the time of removal if he considers it necessary. Any work showing signs of damage through premature removal of formwork or loading shall be entirely reconstructed without any extra cost to the Employer.

### **3.10 PROTECTION AND CURING OF CONCRETE**

Newly placed concrete shall be protected by approved means; from rain, sun and wind and extreme temperature. Concrete placed below the ground level shall be protected from failing earth during and after placing. Concrete placed in ground containing deleterious substance shall be kept free from contact with such ground or, with water draining from such ground during placing of concrete and for a period of at least 3 (three) days or as otherwise directed by the Engineer-in-Charge, the ground water around newly poured concrete shall be kept to an approved level by pumping or other approved means of drainage at the cost of the Contractor. Adequate steps shall be taken to prevent flotation or flooding. Steps, as approved by the Engineer-in-Charge, shall be taken to protect immature concrete from damage by debris, excessive loading, vibration, abrasion, mixing with earth or other deleterious materials, etc. that may impair the strength and durability of the concrete.

As soon as the concrete has hardened sufficiently for the surface to be marked it should be covered with Hessian, canvas, or similar materials and kept continuously wet for at least 7 (seven) days after final setting. This period may be extended at the discretion of the Engineer-in-Charge, up-to 14 (fourteen) days. Concrete slabs and floors shall be cured by flooding with water of minimum 25 mm depth for the period mentioned above.

Approved curing compounds may be used in lieu of moist curing with the permission of the Engineer-in-Charge. Such compound shall be applied to all exposed surface of the concrete as soon as possible after the concrete has set. No extra payment is allowed on such count.

### **3.11 CONCRETE FINISH**

The Concrete surface on removal of form work shall be such that no finish is necessary, If, however, the surfaces is not satisfactory the Contractor shall, if so instructed, remove unwanted, projecting parts by chipping and smoothing the surface with cement rendering at his own expenses. The shutter marks shall invariably be removed by rubbing with carborandum stone. The Contractor shall therefore take all precaution for avoiding the shutter marks.

### **3.12 CONSTRUCTION JOINTS**

These shall be in according with IS: 337 or as directed.

**3.13 Expansion Joints:** - Expansion joints shall be provided at position as directed and the spacing shall not exceed the limits specified in IS: 456. These shall comply strictly with the details shown on approved construction drawings. Reinforcement shall not extend across any expansion Joint and the break between the two sections must be complete.

**3.14** Details of typical expansion joints and construction joints should comply with the suggestive arrangements shown in IS: 3370 (Part-I), Clause 8.1 (a)(2), Figure 2 (for expansion Joints) and Clause 8.1(a) Figure 1, Clause 8.1 (b) Figure 4 (for construction joints).

**3.15 PVC Water Stops:** - The materials shall be durable and tough and as per approval of the Engineer-in-Charge. The minimum thickness of PVC sealing strips shall be 6 mm. and the minimum width 225-mm actual shape and size shall be as per drawings. The materials should be of good quality polyvinyl chloride highly resistant to learning abrasion and corrosion as well as to chemicals likely to come in contact with during use. The physical properties will generally be as follows:

Specific Gravity	1.3 to 1.35
Shore Hardness	60 A to 80 A
Tensile Strength	100 to 150 Kg./Cm <sup>2</sup>
Minimum Safe Continuous Temperature	75 <sup>0</sup> C
Ultimate Elongation	Not less than 275%
Water Absorption	Not more than 5% by weight in a 7 day test.

### **3.16 RUBBER WATER STOPS**

The materials must be very durable and tough and as per approval of the Engineer-in-Charge. The ribs shall be sufficient to ensure proper bonding with concrete. The width shall be minimum 225 mm and thickness minimum 6 mm. The rubber water stop must be used in long lengths to avoid splicing as far as practicable. Ends shall have at least 200 Cu M overlaps and vulcanised. The materials shall be natural rubber and be resistant to corrosion tear and also to attacks from acid, alkalis and chemicals normally encountered in service. The physical properties will generally be as follows:-

Specific Gravity	1.1 to 1.15
Shore hardness	65 A to 75 A
Tensile Strength	250 to 300 Kg/ Cm <sup>2</sup>
Maximum safe continuous temperature	750C
Ultimate elongation	not less than 350%
Water Absorption	Not more than 350% by weight in a 7 day test

### **3.17 CONTRACTOR'S SUPERVISION**

The Contractor shall provide constant and strict supervision of all the items of construction during progress of work, including the proportioning and mixing of the concrete and bending and placing of reinforcement. Before any important operation, such as concreting or stripping of form work adequate notice shall be given.

The cement and sand shall be thoroughly mixed dry in specified proportions. Water shall then be added just sufficient to make a stiff and workable paste. The mortar shall be used within half an hour of mixing.

4.1 The Contractor shall build all brickwork uniformly no one portion being raised more than 1 meter above another at a time. The joints shall not exceed 12 mm. in thickness and should extend the full thickness of the brickwork. All joints shall be properly raked and the surface washed down.

4.2 All the bricks shall be kept fully immersed in water at least for a minimum period of six hours till they are completely soaked and only thoroughly soaked bricks shall be used in the work.

4.3 The Contractor shall keep wet all brickwork for at least 10 (ten) days after laying. The surface of unfinished work shall be cleaned and thoroughly wetted before joining new work to it.

## **5.0 PLASTERING, PAINTING AND SURFACE TREATMENT**

### **5.1 Cement Plaster**

5.1.2 The plastering work shall be governed by IS: 1661. Unless otherwise specified cement plaster shall be composed of 1 part of cement and 6 parts of sand. For ceiling plaster, the composition shall be 1 part of cement and 4 parts of sand. The thickness of ceiling plaster shall be 6 mm. The thickness of plaster to the fair faces of brickwork shall be 19 mm. The thickness mentioned shall be minimum thickness. The Contractor shall allow in his rate for any rubbing out due to inequalities of brickwork.

5.1.2 The rate shall also include for forming of any moulding drip course etc., and for extra thickness due to corbelling of brick work in parapet or at any other place, If required, all internal angles shall be rounded off as per drawing or as directed by the Engineer-in-Charge without any extra charges.

5.1.3. Cement and sand shall be measured and mixed dry thoroughly to a uniform colour on a platform specially constructed for the purpose. Care should be taken to see that no foreign matters get mixed with the mixture. Only enough water shall be mixed to make the mixture workable. The mix shall then be turned over and again to a uniform colour and texture number more cement mortar shall be mixed at a time than cannot be used within thirty (30) minutes of mixing.

5.1.4. Surface to be plastered are to be brushed clean, wetted for 24 hours before the plaster is put in and the joints of the brick work raked out 12 mm. deep minimum. The concrete faces to be plastered shall be chipped, roughened and soaked with water for achieving required bond with the plaster without any extra cost.

5.1.5 The surface of the plaster shall be finished absolutely in one plane. The Contractor shall rub down any unevenness with carborandum stones at his cost and expenses. Care shall be taken to see that no mark remains at the junction of plastering done at different times. If necessary, the junctions shall be rubbed with carborandum stones to eliminate such undesirable marks. The Contractor may be required to use normal sprinkling of thin cement slurry on the surface for satisfactory finishing of the plastering work for which no extra payment shall be made.

5.1.6 Plaster shall be protected and cured by keeping it thoroughly wet with sprinkling of water for 10 (ten) days continuously.

5.1.7 The cost of plastering work shall also include the cost of necessary scaffolding, staging etc. as would be required for the work.

## **6.0 SURFACE FINISHING**

**6.1 General:** - The cost of all the items of work under this section should include the cost of necessary scaffolding, staging, preparing sub base, removing stains from the floor, skirting, wood work, glass etc. caused through execution of the work.

### **6.2 APPEX Emulsion Exterior & Interior Distemper colouring**

6.2.1 APPEX Emulsion Exterior & Interior distemper colouring shall be done with approved make of colouring as per direction of Engineer-in-Charge. The surface of the wall is to be brushed thoroughly cleaned before the colouring is applied. Each coat of colouring has to be laid on with brushes. Each coat of colouring means one continuous strike of brush with the prepared wash from top downwards. Another similar strike bottom upward over first strike followed by another similar strike from right to left and another from left to right over the right application of brush before it dries. Each coat must be perfectly uniform when finished and free from brush mark etc.

6.2.2. Three coats of colouring will mean a minimum of 3 (three) coats to produce an opaque white surface to the entire satisfaction of the Engineer-in-Charge. If the surface is blotchy or otherwise unsatisfactory, number of coats shall be applied till the desired effect is produced to the satisfaction of the Engineer-in-Charge without any additional cost.

6.2.3 Interior wall shall be finished by acrylic distemper (two coats) over interior grade acrylic primer as per manufacturer's specification.

### **6.3 EXTERIOR WALL FINISH**

6.3.1 External surface shall be finished with two coats of Protective and decorative acrylic emulsion paint of approved colour, shade and manufacture over acrylic primer. The surface to be finished shall be previously cleaned down to remove loose dust or dirt by use of stiff wire brush. All inequalities to be rubbed down and defects rectified. The surface to be wetted well with water and the surface water is to be allowed to run off. The acrylic emulsion paint to be applied strictly as per manufacturer's specification. The first coat should be well brushed into the surface to form a good bond. Second coat should be applied carefully to give a good finished appearance may be applied by brushing or spraying. Each acrylic emulsion paint application shall be wetted at the end of the day with a fine water spray.

### **6.4 PAINTING TO STEEL WORKS**

6.4.1 Any shop coat of paint shall not be considered as a coat of paint for the purpose of specification.

6.4.2. Ready mixed synthetic enamel paint of 'Jenson & Nicholson' 'British Paints', 'Shalimar Paints' or similar other approved make and approved colour and shade shall only be used. The primer shall be red oxide zinc chromate primer (IS: 2074) or any other anticorrosive primer as approved and directed by the Engineer-in-Charge. The Contractor shall furnish the details of paints to the Engineer-in-Charge for approval of paints before commencement of painting work.

6.4.2. The surface to be painted shall be properly cleaned, de-rusted, all loose scales removed and smoothed with emery papers. Then a coat of anticorrosive priming shall be evenly applied. After this has dried up, two successive coats of best quality ready mixed synthetic enamel paint shall be given to the entire satisfaction of the Engineer-in-Charge. Brushes of approved size and make shall only be used for application of paint and use of cloth is definitely prohibited.

### **7.0 DAMP PROOFING WORK**

7.1. Unless otherwise specified, damp proof course shall be 25-mm thick cement concrete (1:2:4) with stone chips graded 10 mm to 3 mm with 3% SIKA or similar approved water proofing compound conforming of IS: 2645 by weight of cement. The proportioning, laying etc., shall be done in conformity with specification for cement concrete work. The damp proof course shall be used for all brick walls of the building.

## **8.0 ROOF WATER PROOFING TREATMENT**

8.1. Both flat and curved roofs, whether accessible or inaccessible, shall have to be provided with polyurethane based water proofing paint. Specification for Roof Water Proof Treatment with Polyurethane based Water Proof Paint

**8.2 Preparation of Surface:** - The top surface of the roof shall be chipped off where necessary and all loose particles, dust impurities, are to be removed by rubbing the entire roof surface with wire brush and by application of High Pressure Compressed Heated Air to have a complete dust free and moisture free surface.

The roof surface, receiving polyurethane based Water Proofing paint, shall be provided with cement punning having smooth finish. A cross slope of 1 in 300 shall be provided in the roof of Building to allow proper drainage of rainwater.

**8.3 Specification of Materials:** - The polyurethane based paint is essentially an elastic and water proof film having a good adhesion to concrete; water and abrasion resistant properties and shall have long term weather proof characteristics. The paint / film material shall be of two components which are to be mixed and processed as per manufacturer's specification. The mixture shall be homogeneous before applications, as it has tendency to settle.

The polyurethane based water proofing system shall be manufactured by reputed manufacturers of proven recorded and shall be approved by the Central Building Research Institute (CBRI)/ National Chemical Laboratory (NCL)/ The Council of Scientific and Industrial Research/New Delhi (CSRI)/ National Test House, Kolkata or similar such Government/ Public Sector Undertakings. The materials are to be inspected / approved by the Engineer-in-Charge as per procedure to be mutually agreed upon the agency and in charge of the work.

**8.4** Since the product has a very short self-life, the materials are to be used in the work shall not be older than four (4) months from the date of manufacture (i.e. the date of bottling). Necessary Test Certificate of CBRI/NCL/CSIR/National House etc. are to be furnished by the contractor or the Department, for the materials procured for the water proofing work.

**8.5 Application:** - The two components of polyurethane based water proofing system should be mixed as per manufacturer's specification before application. The tack coat should be applied by brushing or roller to the entire surface in normal temperature and 406 hours setting time should be allowed before application of the second coat. The record and final coat of polyurethane based mixed waterproofing sealing over the priming coat to be applied at normal temperature and curing time between 36 to 48 hours should be allowed. The application to be made by technically trained and approved applicators duly certified by the manufacturers.

**8.6 Defects Liability Period** – 5 years after completion of work As per PWD order No. 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017

## **9.0 HAND RAILING**

Double rows of 32 mm diameter G.I. (TATA Medium) tubular hand railing fixed in G.I. stanchions shall be provided on the edge of walkways and platforms as specified. The stanchions shall be fixed with mild steel rag bolts with chromium plated cap nuts. The stanchions shall not be less than 1000 mm. high and placed at a distance not exceeding 2500 mm. The hand railing shall be fixed true to exact line and level. G.I. stanchions and hand railing layout shall be of architectural design with pleasing appearance.

## **10.0 SANITARY INSTALLATIONS**

This shall be as per the approved drawings and as per direction of the EIC for the Guard Room only.

## **11.0 MANHOLE COVERS**

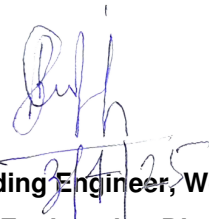
Heavy-duty plastic fibber reinforced concrete manhole covers shall be of heavy duty type conforming to IS: 1726.

## **12.0 TIMBER DOOR**

The timber door shall be of Sal Wood for frame and shutters (Panel Shutter) of Sishu/Gamar/Champ/Badam/Bhola/Mogra/Hallak .All such doors shall be fully panelled. All timber shall be of best' quality, well seasoned and/or well treated for prevention and protection against decay etc. It shall be uniform in substance, straight in fibbers, free from large or dead knots, sap, flaws, sub cracks, shakes, or blemishes of any kind. Any insect damage or spoils across the grain shall not be permissible. The colour of the timber shall be uniform throughout, firm and shining with a silky lustre when placed and shall not emit dull sound when struck. The doors shall be made as per approved drawings and as directed by the Engineer-in-Charge and the timber shall be sawn in direction of the grains and shall be straight and square. The door fittings shall be highly polished as per direction of the Engineer-in-Charge.

## **13.0 LIGHTENTING ARRESTOR**

Required sets of Lightning Arrestor shall be provided by the Bidder at the highest point of OHR conforming to the I.E. Rules specifications as per standard practice. The job includes supplying, fixing and commissioning of sufficient no. of lightning arrestors which includes air-terminals, separate earth electrodes, grid earthing and individual earthing with approved size of air-terminals, earth electrodes, earthing strips as per IE rules/IS codes. Detail Calculations to be vetted by the department in the final design.



Superintending Engineer, West Circle  
Municipal Engineering Directorate



**ANNEXURE - V**


**LIST OF DEVIATIONS**

The Bidders are advised to fill up the list of deviations, they indicate/sought for in their offer, showing the specifications & the deviations wanted backed by all clarifications & justifications.

If there is no deviation sought, the Bidder must indicate NIL in the list.

Sl. No.	Items	Details as per Bid specification	Details of the offer	Reason for which such deviation sought for with technical backup

Signature of Bidder

  
3/4/25

**Superintending Engineer, West Circle  
Municipal Engineering Directorate**