



Nature Environment & Wildlife Society

Registered Office : 10, Chowringhee Terrace, Kolkata - 700 020, West Bengal | Ph.: +91 33 2223 4148
Administrative Office : 5, Bakul Bagan Row, Kolkata - 700 025, West Bengal | Ph. : +91 3335740180
Email : contact@naturewildlife.org | Website : www.naturewildlife.org

Tender No. 002, of 2025

Date: 20th March 2025

TENDER AND CONTRACT

GENERAL RULES AND DIRECTIONS FOR GUIDANCE FOR THE BIDDERS/ CONTRACTORS FOR THE WORK NAMED **“Construction of silt-trapping units as an innovative Nature Based Green Solution for a length of 780 mtrs with maintenance at Mouza Gobardhanpur facing Bay of Bengal and confluence point of River Saptamukhi, Block-Patharpratima, P.S. Gobardhanpur Coastal, South 24 Parganas District”**

(A) Applicable for on-line tenders

1. All work proposed for execution by contract will be notified in the form of invitation to tender posted in Nature Environment and Wildlife Society’s (NEWS) website (<https://naturewildlife.org/>), and to be published in local newspaper for wide circulation by the Tender Inviting Authority.

This form will state the work to be carried out, the date for submitting and opening of tenders as well as the time allowed for carrying out the work; also, the amount of security deposit to be deposited by the successful bidder. Copies of the specification, design & drawings and other documents required in connection with the work, signed for the purpose of identification by the Authority inviting Tender shall also be open for inspection by the contractor at the office of the Tender Inviting Authority during Office hours.

2. The tender may be submitted by any Proprietorship firm, Company, Partnership firm and Engineers Co-operative. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of absence of any of the partners, it must be signed on his/her behalf by a person holding a Power-of-Attorney authorizing him/her to do so. Such power-of-attorney is to be produced with the tender, and in the case of a firm carried on by one member of a joint family; it must disclose that the firm is duly registered under the Indian Partnership Act.

3. The duly filled tender has to be sent in the e-mail id (tender@team-naturewildlife.org) within 15 days from the date of publication of the NIT.

4. Acceptance of measurements entered and bills raised on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.

5. Any person who submits a tender shall fill up the form available in the website, stating at what rate he or she is willing to undertake the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. Tenders shall have the name of the work to which they refer.

6. The Tender Inviting Authority or his/her duly authorized representative will open

tenders in presence of intending contractors/bidders who may be present at the time, and will enter the bid amounts as percentage rates above or below or at par of the tender BOQ of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt shall thereupon be given to the contractor/bidder who shall thereupon for the purpose of identification, sign copies of specifications and other documents mentioned.

7. The accepting authority reserves the right to reject any or all of the tenders without assigning any reasons to the participating bidders and he/she will not be bound to accept either the lowest tender or any of the other tenders.

8. Receipt of an accountant or clerk for any money paid by the contractor/bidder will not be considered as an acknowledgement of payment to the Tender Inviting Authority and the contractor shall be responsible for ensuring that he/she procures a receipt signed by the Tender Inviting Authority, or a duly authorized representative.

9. The Memorandum of work tendered for, and the schedule of materials to be quoted by the Department of Irrigation & Waterways, Government of West Bengal, at their supply/issue rates, shall be filled in and completed.

10. A 'Pre-Bid' meeting in a hybrid mode would be held in the NEWS administrative office at 5, Bakul Bagan Row, Kolkata-700025 preferably on Day 6 or 7 from the date of publication of NIT, which shall be notified in the date schedule of NIT for all works in order to acclimatize the prospective contractors/bidders through an interactive open session, replying to their queries, and clear doubts in connection with the tendered work/s, if any.

TENDER FOR WORKS

I/ on behalf of the Nature Environment & Wildlife Society(NEWS) hereby tender for the execution of the work specified in the underwritten "Memorandum" within the time specified in such "Memorandum" at the rates specified therein, and in accordance, in all respects within the Rules contained in clauses hereinafter, in all of the annexed General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and with such other materials as are provided for, by and in all other respects in accordance and with such conditions so far as applicable.

MEMORANDUM

A) Broad description of work

Construction of Silt-Trapping Units Using Nature-Based Solutions for a Length of 780 Meters with maintenance

The proposed work involves the construction of silt-trapping units along 780-meters stretch to enhance sediment retention, promote ecological restoration, and reduce erosion. The project requires the following activities:

1. **Supplying Jhaw/Eucalyptus Bullah Piles:**

- Procurement and transportation of Jhaw/Eucalyptus bullah piles to the worksite.
- Dressing and shaping of piles with one end made pointed for easy driving into the soil.
- Use materials conforming to the Irrigation and Waterways Department's USoR 2018 standards.

2. **Driving of Jhaw/Eucalyptus Bullah Piles:**

- Manual or mechanical driving of bullah piles into various soil types using a monkey setup.

- Accurate placement and secure fixing of piles at designated locations.
- 3. Supply and Installation of Half-Split Bullah Wailings and Crosspieces:**
 - Supplying half-split bullah sections as structural support components.
 - Fitting and fixing wailings and crosspieces using iron nails for stability and reinforcement.
- 4. Tying Brushwood Bundles:**
 - Preparing and tying brushwood bundles with galvanized iron wire and split bamboo for structural binding.
 - Ensuring appropriate volume and quality (cubic meters) of brushwood bundles for effective silt trapping.
- 5. Ensuring functional sustainability of the silt trapping unit**
 - Establishing maintenance protocols, including periodic inspections, adjustments, and repairs as needed including filling with brushwood if there be any gap in the rows of bullah piles.

6. Maintenance of the constructed structure

This project emphasizes eco-friendly construction practices using natural materials and sustainable techniques to enhance the local ecosystem. Interested bidders should have relevant experience in similar projects and adhere to prescribed quality standards and timelines.

B) Mandatory Criteria:

Sl. No.	Criteria	Credential Required	Supportive Document Required
1	Technical	i) All Bonafide Indian contractors/Agencies/Organizations, Registered Companies/ Firms including Registered Partnership Firms, Proprietorship Firms and contractors/bidders of equivalent grade or class having Pre-Qualification (PQ) Credential in the Government of West Bengal, Union Government Departments/ Other State Government Departments/ Engineering Wings of GoI /IRCON/RVNL/NHPC, Autonomous Project Authority and other similar organizations of GoI and State Governments/PSU and Corporations of Government of India and other States having successfully completed at least one similar in nature project and not otherwise debarred are eligible to participate. ii) Average of gross annual turnover of the individual bidder/Organization/consortium for any three financial years within preceding five financial years, should not less than the summation of turnover requirements of the works for which the bidder intends to bid.	Credentials regarding claim on Technical/Financial Criteria should be provided in the form of completion certificates (full/partial/on going) from the competent authority , clearly mentioning name, address, contact no & email Id of the office , and details of nature of support services & payment. All the supportive documents have to be shared in pdf

2	Financial	i) Prior completion of one (1) similar nature of stated Service, having a magnitude of minimum Rs 36 Lakhs of work value, within last 5 years as a prime agency.	
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C) Required Documents:

Sl. No.	Category	Sub-category	Sub-category description
1	Certificates	1. Certificates.pdf 2. GST registration certificates.pdf	1. Latest Professional Tax Payment Certificate (PTPC) or, PT deposits challan for current financial year or Government Order for exemption in other States where ever applicable. 2. Valid PAN Card in the name of bidder/organisation. 3. Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever latest available. 4. Valid GSTIN under GST Act & Rules.
2	Company Details	All the supportive documents have to be shared in pdf	1. For Proprietorship Firms, Partnership Firms, Registered Companies, Registered Co-operative Societies, Valid Trade License/ acknowledgement or Receipt of application for Trade License/ Revalidation. OTHER REQUIREMENTS: 2. For Partnership Firms: Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms. 3. For Companies: Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members 4. For State Registered Co-operative Societies: Society Registration certificate from ARCS of the State, Society by-Laws, latest available Auditor's Report of Directorate of Co-operative Audit within proceeding five years as per Societies Act & Rules
3	Credential of work	All the supportive documents have to be shared in pdf	1. BOQ/SoR and Work Order/ Award of Contract of LOA/LOI duly authenticated by issuing authority. 2. Pre-Qualification (PQ) Work credential of one 100% completed work as desired in the NIT as the Credential Certificate (CC) duly authenticated by competent authority.
4	Financial Information	P/L and audited Balance sheet for last 3 years. All the supportive documents have to be shared in pdf	Profit & Loss accounts and audited balance sheets along with relevant annexures containing the designated Forms 3CA/ 3CB/3CD, as applicable under IT Act, in the name of the bidder for any three financial years within the zone of preceding five financial years from date of publication of NIT.



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D) Critical dates of this e-Tender

Sl. No	Activity	Date & Time	Remarks
1.	e-tender Publishing Date in Newspaper	21 st March, 2025 in Newspapers (21 st March 2025 at 10.00 AM in the Web Portal – www.naturewildlife.org)	To be made available with the e-NIT in the website
2.	Document Download start date	21 st March, 2025 at 10.00 AM	
3.	Pre-bid Meeting to be held at the office of Tender Inviting Authority	27 th March, 2025 at 02.00 PM	
4.	Bid submission start date	21 st March, 2025 at 10.00 AM onwards	
5.	Document Download end date	04 th April 2025 at 05.00 PM	
6.	Bid submission end date	04 th April, 2025 at 05.00 PM	
7.	Technical Bid & Financial Bid opening date	5 th April, 2025 at 12.00 noon	To be notified to concerned bidder/s through e- mail & SMS through auto-generation in the system.
8.	Uploading of the Letter of Invitation / Acceptance (LOI/LAO)	To be intimated later on.	
9.	Uploading of Award of Contract (AOC) (Work Order)	To be intimated later on.	



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Abstract of works- (rate and amount to be filled by the bidder)

Sl. No.	Description of Work	Quantity	Unit	Rate (including GST & CESS)	Total Amount (INR)	Reference (USoR)
1	Ref.: P-C-8, Item no.2.01 of USOR. Supplying Jhaw/Eucalyptus bullah piles at work site, including dressing and making one end pointed. Note: 15 cm diameter bullah @ 3 meter long. Diameter of pile to be measured at a distance of 1.5 m. from the thicker end.	24708.4	Meter	310.34	7668007.4	P-C-8, Item No. 2.01
2	Ref.: P-C-8, Item no. -2.02 of USOR. Labour for driving Jhaw/Eucalyptus bullah piles by monkey in all sorts of soil including hoisting and placing piles in position, protecting the pile head with iron ring and cutting and shaping heads before and after driving and including hire and labour for necessary driving appliances and all tackles. in 15 cm, av, diameter.	16472.2	Meter	125.14	2061340.2	P-C-8, Item No. 2.02
3	Ref.: P-C-9, Item no.2.05 of USOR, Supplying, fitting and fixing with iron nails half split bullah wailing pieces and cross pieces etc. complete with cost of all materials and carriage to site. (a) Width of thinner end above 10 cm. and less than 15 cm. (i)Jhaw/Eucalyptus	14321.1	Meter	148.73	2129977.2	P-C-9, Item No. 2.05
4	Ref.: P-C-11, Item no.2.18 of USoR. Supplying and tying in bundles with 12 SWG galvanized iron wire filling in specified areas in bundles and providing ties with half split bamboos fitted, fixed including lead up to 2 km and all lifts, laying and placing complete as per direction of the Engineer in charge. (Measurement to be made on volume of each bundle) a) With bundles of brush wood	544.73	Cubic Meter	97.73	53236.3	P-C-11, Item No. 2.18
				Sub Total	1,19,12,561	



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- a) Estimated cost put to Tender- INR-
- b) Security Deposit - INR- (@10% of the accepted tender value)
- c) Time allowed for the work from date of issuance of work order as per the schedule-

Sl no.	Deliverable	Month	Post-advance payment schedule
1	Installation of silt trapping unit in 780-meters length	15 th April to 15 th May 2025	75% of the total payment will be released against the submission of bills for construction of the silt trapping unit within one month of the completion. Remaining 25% will be released within one month from the completion of the post maintenance period.
2	Monitoring and maintenance of the installed silt trapping unit in 780-meters length	16 th May to 31 st October 2025	



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<p><i>Signature of Witness to Contractor's signature</i></p>	<p>Occupation:</p> <p>The above tender is here by accepted by me for and on behalf of the Nature Environment & Wildlife Society, West Bengal</p> <p>.....</p> <p>(Ajanta Dey), Joint Secretary & Programme Director,</p> <p>Dated the ____ Day of April 2025</p>
	<p>Clause 1. Security Deposit – The selected bidder needs to deposit a security amount @10% of the total bidding amount within five working days from the date of selection of the bidder. This amount will be reimbursed to the selected contractor only after the successful completion of the work.</p>
<p><i>Compensation for delay</i></p>	<p>Clause 2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Time being deemed to be the essence of the contract on the part of the contractor, the contractor shall be bound in all cases, to achieve the ‘Milestones’ as defined under Clause 5 and specified in the NIT into various ‘Identifiable and quantifiable construction related stages’ pertaining to the work. In the event of the contractor failing to comply with any of the conditions related to achieving the ‘Milestones’ within the specified time period prescribed for such ‘Milestone’ plus one month, he/she shall be liable to pay compensation.</p> <p>If the contractor fails to commence and/or maintain required progress viz. Milestones defined in the Notice Inviting Tender over the total time allotted for its full completion and in terms of clause 5 or fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other right or remedy available under the law on account of such breach, pay as agreed compensation to the implementing authority. This will also apply to items or group of items for which a separate period of completion has been specified.</p> <p>Compensation for delay of work: @ 2% (Two percent) of the tendered value of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of security deposit already withheld or due to be withheld during imposition of the said clause.</p> <p>Provided always, that the total amount of compensation for delay, to be paid under this clause shall not exceed 10% of the tendered value of work or the tendered value of the item or group of items of the work, for which a separate period of completion is originally given.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this contract, if the contractor catches up with the progress of work subsequently, part or full of the desired progress as per the contract in accordance with the decision of the Tender Accepting Authority, under powers</p>



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<p><i>Action when whole of security deposit is forfeited</i></p>	<p>delegated by the NEWS to be communicated by the appropriate officer (the Project Manager, NEWS), the withheld amount shall be released. However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>Force majeure :-If the work(s) be delayed for the following reasons:- Due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Project Manager, NEWS .</p>
<p><i>Contractor remains liable to pay compensation, if action is not taken under Clause 3</i></p>	<p>Clause 3. Subject to other provisions contained in this clause, the Project Manager, NEWS, with the prior approval of Tender Accepting Authority without prejudice to his/her any other rights, remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provision of the contract or otherwise, and whether the date of completion has or has not been elapsed, by notice in writing, absolutely determine the contract in any of the following cases:</p> <ul style="list-style-type: none"> (i) If the Contractor has been given by the /Project Manager, NEWS- a notice in writing to rectify, reconstruct or replace any defective work or that work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; (ii) If the Contractor has without reasonable cause suspended the progress of work, or has failed to proceed with the work with due diligence so that, in the opinion of the / Project Manager, NEWS, he/she will be unable to secure completion of the work by the schedule date for completion, and continues to do so after a notice of seven days in writing from the /Project Manager, NEWS. (iii) If the Contractor fails to complete the work within the stipulated date or the Milestones/items of work within individual dates of completion, if any, stipulated on or before such date(s) of completion and does not complete them or reach the defined Milestones within the period specified in the notice given in writing to that effect by the / Project Manager, NEWS . (iv) If the Contractor persistently neglects to carry out his/her obligations under the contract and/or commits default by not complying with any of the terms & conditions of the contract and does not remedy it, or take effective steps to remedy it, within seven days after a notice in writing is given to him/her to that effect by the /Project Manager, NEWS . (v) If the Contractor being an individual, or a firm, or any partner thereof, shall at any time be adjudged insolvent or have a 'Receiving Order' or Order for administration of his/her Estate made against him/her, or take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force, or make any conveyance or assignment of his/her effects or composition or arrangement for the benefit of his/her creditor or purport to do so, or if any application be made under Insolvency Act for the time being in force for the sequestration of his/her Estate, or if a trust deed is executed by him/her for benefit of his/her creditors;



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- (vi) If the Contractor being a Company pass a resolution or the court delivers an order of judgement that the Company shall be wound up, or if a receiver or a manager on behalf of a creditor be appointed, or if a circumstance arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the court to issue a winding up order;
- (vii) If the Contractor shall suffer an execution order being levied on his/her goods and allows it to be continued for a period of 21 days;
- (viii) If the Contractor assigns without prior written approval of the Tender Accepting Authority, transfers, sublets (engagement of labour on piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire work or any portion thereof without prior written approval of the Project Manager, NEWS;
- (ix) AND THEREFORE, the Contractor has made himself/herself liable for action under any of the cases aforesaid, the Project Manager, NEWS on behalf of the NEWS with the prior approval of Tender Accepting Authority shall have the powers to adopt any of the following actions, as he/she may deem best suited to the interest of the: -
 - (a) To determine the contract as aforesaid, of which rescission notice in writing and costs to be recovered for works since executed subject to a minimum of the amount of Earnest Money deposited by the Contractor under the hand of Engineer-in-charge, shall be the conclusive evidence. Upon such determination, Security Deposit already recovered for executed works and performance guarantee, if any under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NEWS.
 - (b) After giving notice to the Contractor to measure up the work executed and to take such whole or the balance or part thereof, as shall be un-executed out of his/her hands, and to give it to another Contractor to complete the balance work. The Contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

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

Clause 3A. In case, the work cannot be started due to reasons not within the control of the Contractor within 1/4th (one fourth) of the stipulated time for completion of the work or 30 days whichever is less, which is accepted as a valid & justified reason by the Tender Accepting Authority, either party viz. Contractor & /the Project Manager, NEWS, may close the contract with the approval of Tender Accepting Authority. In such an eventuality, the security of the contractor shall be refunded, but no payment on account of interests, loss of profit or damages etc. shall be



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<p><i>Contractors remains liable to pay compensation if action not taken under Clause 3</i></p>	<p>payable at all.</p> <p>Clause 3B. In case a continuing work cannot be completed due to reasons beyond the control of the contractor, like Force Majeure enumerated later under Clause 5, the contract may be terminated as stated in clause 3A above by the Project Manager with the consent of the contractor and approval of the Tender Accepting Authority.</p>
<p><i>Power to take possession of or require removal of or sell Contractor's plant</i></p>	<p>Clause 4. In cases in which any of the powers conferred upon /the Project Manager, NEWS under Clause 3 hereof shall have become exercisable and the same had not been previously exercised, non-exercising thereof shall not constitute as a waiver of any of the conditions hereto, and such powers shall, notwithstanding be exercisable in the event of any future case of default by the contractor, for which by any clause or clauses hereof, he/she is declared liable to pay compensation amounting to whole of his/her security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Project Manager, NEWS, putting in force either of the powers under ix (a) or (c) vested with him/her under the preceding clause, he/she may if he/she so desires, take possession of all or any tools & plant, materials and stores, in or upon the work, or the site thereof, or belonging to the contractor, or procured by him/her and intended to be used for execution of the work, or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Project Manager, NEWS , whose certificate thereof, shall be final and binding. Otherwise, the Project Manager may deliver notice in writing to the contractor or his/her clerk, foreman or other authorized agent, requiring him/her to remove such tools & plant, materials or stores from the premises within a time to be specified in such notice; and in the event of the contractor failing to comply with any such requisition, the Project Manager, NEWS, may remove them at the contractor's expense or sale them by public auction or private sale on account of the contractor and at his/her risk, in all respects, and the certificate of the Project Manager, NEWS , as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.</p>
	<p>Clause 5. The time allowed for execution of a work as specified in the 'Schedule of Work' or in the extended time in accordance with the terms and conditions shall be the essence of the contract. Execution of work shall commence from such time period as mentioned in the said schedule, or from the date of handing over of the site to the contractor whichever is later. If the contractor commits default in commencing execution of the work as aforesaid within thirty days, without justifiable reasons included under Force Majeure or other such reasons beyond the control of the contractor, in which case to be reported within seven days by the contractor, considered valid and cogent by the Project Manager, NEWS; the Project Manager, NEWS, shall after passing of thirty days from the date of scheduled commencement of work as per work order, with the prior approval of the Tender Accepting Authority, without prejudice to any other right to remedy available in law, be at liberty to apply clause 2 and subsequently clause 3 of the tender document.</p> <p>5.1 As soon as possible after the contract is executed, signed and agreed, the contractor shall submit a 'Time and Progress Chart' for each broad activity (Milestone) and get it approved by the Project Manager. The chart shall be prepared in direct relation to the time slated in the Notice Inviting Tender</p>



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	<p>(NIT) document, for completion of items or group of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work. This may be amended, as necessary, by an agreement between the /NEWS and the contractor within the limitations of time imposed in the NIT document. Further, to ensure good progress during execution of work, the contractor shall in all cases, in which the time allowed for any work exceeds one month (save and except for special jobs for which a separate programme has been agreed upon) to complete the work as per defined 'Milestones' given in such 'Schedule of Work' defined clearly in the NIT itself into various 'Identifiable and quantifiable construction related stages' related with the type and nature of work, and that the 'total time allowed for completion of work' is to be broken up against achievement of those stages during the construction / progress of work to ensure a periodic monitoring of progress and enable the contractor and the Project Manager to take corrective measures from time to time.</p> <p>5.2 If the work(s) be delayed by: Force majeure, due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, strike or lockout affecting procurement of construction materials or any of the trades employed in the work, or any other cause which in the absolute discretion of the Project Manager, NEWS , is beyond the contractor's control, then upon happening of any such event causing delay, the contractor shall immediately give notice in writing to the Engineer-in-Charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Project Manager, NEWS, to proceed with the works.</p> <p>5.3 Request for rescheduling of 'Milestones' of various activities and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay in the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.</p> <p>5.4 If any such case the / the Project Manager, with the approval of Tender Accepting Authority, may give a fair and reasonable extension of time and reschedule the activity wise 'Milestones' for completion of the work. Such extension shall be communicated to the contractor by the Project Manager, NEWS, with the approval of Tender Accepting Authority in writing within maximum 1 (one) month of the date of receipt of such request.</p>
<i>Final Certificate</i>	<p>Clause 6. On completion of work, the contractor shall be furnished with a certificate by the Project Manager, NEWS of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until and unless the contractor shall have removed from the work premises on which the work is executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from wood works, doors, windows, floors, or other parts of any building, upon or about which the work is executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Project Manager, NEWS whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion of the work,</p>



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	<p>the Project Manager, NEWS may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he/she thinks fit, and clean off such dirt as aforesaid; and the contractor shall forthwith be bound to pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.</p>
<p><i>Terms of Payment</i></p>	<p>Clause 7. . The works bills will be submitted by the contractor as mentioned in the deliverable schedule. The technical certificate from the end of the Project Manager, NEWS in consultation with the competent third party on technical aspect, shall be final and conclusive against the contractor for such approval and passing of the sum so payable. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Project Manager's certificate with endorsement from the competent technical third party, on the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.</p>
<p><i>Bills to be submitted timely</i></p>	<p>Clause 8. Works bill shall be submitted by the contractor on completion , after fulfilling above clause, on or before the date fixed by the Project Manager , for all works executed , and the Project Manager shall take or cause to take the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of fourteen days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Project Manager may depute a Junior Engineer to measure up the said work in presence of the contractor, whose countersignature in the measurement book will be sufficient warrant; and the Project Manager, may prepare a bill from such list which shall be binding on the contractor in all respects. Within 10 (Ten) days of completion of work, the contractor shall give notice of such completion to the Project Manager and within 14 (Fourteen) days of receipt of such notice, the Project Manager shall inspect the work, and if there is no defect in the work, he/she shall furnish to the contractor a final certificate of completion. Otherwise, a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. Such reduced rate is to be imposed with the approval of the Joint Secretary & Programme Director, NEWS.</p>
<p><i>Payments of contractor's bills to Banks</i></p>	<p>Clause 9. The Contractor shall submit all bills in printed forms, as per format prescribed by the Tender Accepting Authority, in the Administrative Office of NEWS at 5, Bakul Bagan Row, Kolkata- 700025, and the charges in the bills shall always be entered at the rates specified in tender or in case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at rates thereafter provided for such work.</p> <p>Clause 9A. Payments due to the contractor may, if so desired by him/her be made to his bank details of which has to be directly furnished to the Project Manager, NEWS.</p> <p>While the online receipt given by such Banks shall constitute a full and sufficient discharge/acquittance for the payment, the contractor should wherever possible present his/her bills duly receipted and discharged through his/her Banker/s.</p> <p>Note: Nothing contained herein shall operate to create in favor of the Bank any rights, claims.</p>
<p><i>Work to be executed in</i></p>	<p>Clause 10. The Contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both, as regards to materials and</p>



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<p><i>accordance with specifications, drawings, orders, etc.</i></p>	<p>otherwise, in every respect, in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design and drawings, and instructions in writing relating to the work signed by the Project Manager, NEWS and lodged in his/her office, to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he/she so require, be entitled at his/her own expense to make or cause to be made copies of the specifications, and of all such design, drawings and instructions as aforesaid.</p>
<p><i>Alteration in specification and designs do not invalidate contract</i></p> <p><i>Rates for works not in tender BOQ/SoR</i></p>	<p>Clause 11. The NEWS shall have powers to make any alteration in, omission from, addition to, or substitution for, the original specifications, drawings, designs and instructions, that may appear to him/her to be necessary during the progress of work, and the contractor shall be at all times be bound to carry out these works, in accordance to any instructions which may be given to him/her in writing, signed by the appropriate authority, and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed a part of the work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as a part of the work shall be carried out by the contractor on the same conditions in all respects on which he/she agreed to do the main work, and at the same rates, if any, may be specified in the tender for the main work. Time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original work contract, and the certificate of the appropriate authority shall be conclusive as to such proportion. And, if the altered, additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of I & W Department applicable in the district, which was in force at the time of acceptance of the contract, minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the said schedule of rates, payment thereof shall be made by the NEWS by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the aforesaid schedule of rates, or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the NEWS under (a) above, the stipulated percentage above or below schedule of rates as provided in the contract shall also apply, and in case of rates worked out on analysis under (b) above, payment shall be made at the rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the NEWS shall be final and binding.</p>
<p><i>No compensation for alternation in or restriction of work to be carried out.</i></p>	<p>Clause 12. If at any time after the commencement of the work the NEWS shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Project Manager shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of the work in full, but which he/she did not derive in consequence of the full amount of the work not having been carried out; neither shall he/she have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.</p>
<p><i>Action and</i></p>	<p>Clause 13. If it shall appear to the Project Manager, NEWS or his/her subordinate</p>



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<p><i>compensation payable in case of bad work</i></p>	<p>officers in-charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor, for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Project Manager, NEWS specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his/her own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Project Manager, NEWS in his/her demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate put to tender / on up to date executed work value for every day not exceeding ten days, while his/ her failure to do so shall continue and in the case of any such failure, the Project Manager, NEWS may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.</p>
<p><i>Work to be open to inspection</i></p> <p><i>Contractor or his/her responsible agent to be present</i></p>	<p>Clause 14. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Project Manager, NEWS and all his/her subordinates, higher Officers / Authority of the Government and representatives from Tender Accepting Authority, and the contractor shall at all times during the normal working hours, and at all other times at which reasonable notice of the intention of the Project Manager, NEWS or his/her subordinates to visit the work site shall have been given to the contractor, either himself/herself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if it had been given to the contractor himself/herself.</p>
<p><i>Notice to be given before work is covered up</i></p>	<p>Clause 15. The Contractor shall give, not less than five days' notice in writing to the Project Manager, NEWS or his/her subordinate in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work, in order that the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Project Manager, NEWS or his/her subordinate, in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or, in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p>
<p><i>Contractor liable for damage done and for imperfections for 180 days after certificate</i></p>	<p>Clause 16. If the Contractor or his/her workers or authorized representatives shall break, deface, injure or destroy any part of the structure in which they may be working or any building, road, road curbs, fence, canals, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatever or any imperfections become apparent in it at any time, whether during its execution or within a period of six months after issuance of a certificate of its completion by the Project Manager, NEWS , the contractor shall make the same good at his/her</p>



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	<p>own expense, or in default, the Project Manager, NEWS may cause the same to be made good by other workers, and deduct the expenses (of which the certificate of the Project Manager, NEWS shall be final and binding) from any sums, whether under the contract or otherwise, that may be then, or at any time thereafter become due to the contractor by the appropriate authority or from his/her security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof, and if the cost in the opinion of the Project Manager , NEWS whose opinion shall be final and conclusive against the contractor, making such damage or imperfections good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess costs from the contractor in accordance with the procedure prescribed by any law for the time being in force.</p> <p>Clause 16A. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, assisting in the joint measurement or examination at any time and from time to time of the work or materials. Failing his/her so doing the same may be provided by the NEWS at the expense of the Contractor and the expenses may be deducted from any money due to the contractor under the contract or from his/her Security Deposit or the proceeds of sales thereof or of a sufficient portion thereof. The Contractor shall also provide all necessary fencing / barricading / providing caution boards etc. and light required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in such suit, actions or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such persons.</p>
	<p>Clause 17A. In every case in which by virtue of the provisions under sub-section (1) of Section 12, of the Workmen’s Compensation Act, 1923, the NEWS is obliged to pay compensation to a workman employed by the contractor, in execution of the works. The NEWS will recover from the Contractor the amount of compensation so paid; and without prejudice to the rights of the implementing organization under sub- section (2) of section 12, of the said Act, implementing organization shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by implementing organization to the Contractor whether under this contract or otherwise. The NEWS shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his/her giving to the NEWS full security for all costs for which the NEWS might become liable in consequence of contesting such claims.</p> <p>Clause 17B. In every case in which by virtue of the provisions under ‘The Contract Labour (Regulation & Abolition) Act 1970’, and its amendments and rules, the implementing organization, NEWS is obliged to pay amount of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, implementing organization, NEWS will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the executing organization under sub- section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition)</p>



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	<p>Act, 1970, executing Organization shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Executing Organization, NEWS to the Contractor whether under this contract or otherwise and the executing Organization, NEWS shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of section 21, of the said Act, except on the written request of the Contractor and upon his/her giving to the implementing Organization, NEWS full security for all costs for which NEWS might become liable in contesting such claim.</p>
<p><i>Labour</i></p>	<p>Clause 18A. No labour/s below the age of eighteen years shall be employed in the work and the contractor shall abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986. Employment of female labour/s in works in the neighborhoods of sensitive barracks should be avoided as far as possible.</p> <p>Clause 18B. The Contractor shall pay to labours employed by him/her either directly or through Sub-Contractors, wages not less than fair wages as defined by the Labour Commissioner of the State Government under 'Minimum Wages Act, 1948', Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable.</p> <p>The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him/her.</p> <p>In respect of all labourers directly or indirectly employed in the works for performance of the Contractor's part of the contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by the State Government/ Government of India, from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions made without authority, maintenance of wage books or wage slips, publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters likewise in nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, Minimum Wages Act, 1948, wherever applicable.</p> <ol style="list-style-type: none"> a) The Project Manager, NEWS shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his/her/their wages which are not justified by their terms of the contract or non-observance of the regulations. b) Under the provision of Weekly Holidays Act, 1986, the contractor is bound to allow to the labours, directly or indirectly employed in the work, one day rest for 6 days of continuous work, and pay wages at the same rate as for duty. In the event of default, the Project Manager, NEWS shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Project Manager, NEWS. <p>The contractor shall also comply with the provisions of the 'Employees Liability Act, 2008', Workmen's Compensation Act and 'Maternity Benefits Act' or the amendments thereof or any other law relating thereto, and the rules made there under from time to time.</p> <p>The Contractor shall indemnify and keep indemnified the implementing Department against payments to be made under and for the observance of the laws</p>



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aforesaid and PW Contractor's Labour Regulations without prejudice to this right to claim indemnity from his/her sub-contractors.

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

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

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

Clause 18C. In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his/her own expenses, arrange for the safety provisions as framed from time to time by the competent authority, and shall at his/her own expense provide all facilities in connection therewith. In case the contractor fails to make arrangement, and fail to provide necessary facilities as aforesaid, he/she shall be liable to pay a penalty of Rs. 2000/- for each default.

Clause 18D. The Contractor shall submit by the 4th and 19th of every month to the Project Manager, NEWS, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively- The number of labourers employed by him/her on the work, their working hours, and the wages paid to them;

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

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

Clause 18E. In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements of workers employed by the contractor.

Clause 18F. In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Rules for the protection of health and sanitary arrangement for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/she shall, without prejudice to any other liability, pay to the NEWS a sum not exceeding Rs. 2000/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractors defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of five per cent of the tendered value. The decision of the Project Manager, NEWS shall be final and binding on the parties.

Should it appear to the Project Manager, NEWS that the contractor(s) is/are not



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	<p>properly observing and complying to the provisions of the Contractor’s Labour Regulations and Rules, The Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act 1970, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as ‘the said Rules’) the Project Manager, NEWS shall have the power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Project Manager, NEWS shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/her own expense and to approved standards all necessary hutments and sanitary arrangements required for his/her/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Project manager, NEWS shall have power to give notice in writing to the contractor(s) requiring that the said hutments and sanitary arrangements be remodeled and/or reconstruct such hutments and sanitary arrangements according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such hutments and sanitary arrangements according to approved standards within the period specified in the notice, the Project Manager, NEWS shall have the power to remodel or reconstruct such hutments and sanitary arrangements according to approved standards at the cost of the contractor(s).</p> <p>Clause 18G. The contractor shall comply with all the provisions of The Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees Liability Act, Industrial Dispute Act and Maternity Benefit Act, 1961, as amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force by the appropriate authority from time to time.</p> <p>Clause 18H. The Project Manager, NEWS may require the contractor to remove from the site of work, any person or persons engaged/assigned or employed by the contractors upon the work who may be determined as insane or incompetent or misconducts himself/herself, and the contractor shall forthwith comply with such requirements.</p> <p>Clause 18I. It Contractors are strongly advised to purchase the raw materials, like wooden bullah, brushwood etc. from nearby villages and involve local communities in the construction work as much as possible. Adequate care should be taken that during procurement of brushwood or wooden bullah, no mangrove wood is used for any purpose including the use of the same as firewood by the labourers of the scheme site.</p>
<p><i>Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent</i></p>	<p>Clause 19. The contract shall not be assigned or sublet without specific orders from the competent authority in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any in insolvency proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office of employment, or if any such officer or person shall become in any way</p>



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	<p>directly or indirectly interested in the contract, NEWS ,may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of NEWS and the same consequences shall ensure as if the contract had been rescinded under the Clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.</p>			
<p><i>Sum payable as compensation to be considered as reasonable without reference to actual loss</i></p>	<p>Clause 20. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of NEWS without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.</p>			
<p><i>Changes in constitution of firm</i></p>	<p>Clause 21. Where the contractor is a partnership firm or a consortium, prior approval in writing of the Project Manager, NEWS shall be obtained for any change made in the constitution of the firm/consortium. Where the contractor is an individual or a Hindu Undivided Family (HUF) business concern, such approval as aforesaid shall likewise be obtained, before the contractor enters into any partnership agreement/Memorandum of Articles where under the partnership firm/ consortium would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract is liable to be rescinded.</p>			
<p><i>Works to be under direction of Officer-in Charge and Project Manager</i></p>	<p>Clause 22. All works to be executed under the contract shall be executed under the direction of the Project manager, NEWS. Further instructions/advices, if felt necessary by the higher official of NEWS, the same, shall also be binding to be communicated by the Project Manager, NEWS.</p>			
<p><i>Settlement of disputes - Dispute Redressal Committee'</i></p>	<p>Clause 23. Settlement of Disputes and Arbitration: Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter: If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Project Manager, NEWS or any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Member Secretary of the Dispute Redressal Committee, in writing, for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three months from the date of receipt of the Contractor's letter. The Dispute Redressal Committee for the Works shall be constituted with the following officials as Members:</p> <table border="1" data-bbox="456 1917 1366 2020"> <tr> <td data-bbox="456 1917 520 2020">1</td> <td data-bbox="520 1917 1043 2020">One nominated engineer having working experience in the rank of superintending engineer</td> <td data-bbox="1043 1917 1366 2020">Chairman</td> </tr> </table>	1	One nominated engineer having working experience in the rank of superintending engineer	Chairman
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	2	Joint Secretary & Programme Director, NEWS	Member Secretary and Convenor
	3	One nominated engineer having working experience in the rank of Assistant Engineer	Member
	4	One representative from the Financial Advisor team, NEWS	Member
	<p>Clause 24. The contractor shall fully indemnify and keep indemnified the implementing Organization, NEWS, against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against implementing Organization in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof by the implementing Organization and the contractor shall be at liberty, at his/ her own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the implementing Department if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Project Manager, NEWS .</p>		
<i>Lump sum as in estimates</i>	<p>Clause 25. When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the collective opinion of the Project Manager, NEWS, capable of measurement, certificate in writing of the Project Manager, NEWS shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.</p>		
<i>Action where no specification</i>	<p>Clause 26. In the case of any class of work for which there is no such specifications as referred to under Clause 10, such work shall be carried out in accordance with the latest Bureau of Indian Standards (BIS) specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per reputed manufacturer's specifications if accepted by the Project Manager, NEWS. If not available, then as per State Government / Union Government accepted and approved specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Manager, NEWS which is approved by the Tender Accepting Authority.</p>		
<i>Definition of works</i>	<p>Clause 27. The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract constructed to be executed, whether temporary or permanent and whether original, altered, substituted or additional.</p>		
	<p>Clause 28. The Contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/they shall also at his/their own cost make arrangements for the laying of pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection with there and incidental thereto.</p>		
	<p>Clause 29. The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be</p>		



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	<p>subject to the following conditions: -</p> <p>i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Project Manager, NEWS. The Project Manager, NEWS shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are, in the opinion of the Project Manager, NEWS.</p>
	<p>Clause 30. The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the construction materials. The Contractor shall collect the total quantity of materials as per approved programme required for the work as per approved programme, before the work is started and shall hypothecate it to the implementing organization. If any material remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Project Manager, NEWS, shall be made and the material returned to the contractor. Although the materials are hypothecated to Institute, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Project Manager, NEWS,.</p> <p>The contractor shall be responsible for rectifying defects noticed within Defect Liability Period from the date of completion of the work and the portion of the security deposit relating to work shall be refunded after the expiry of Defect Liability Period.</p>
<p><i>Contractors Superintendence, Supervision, Technical Staff & Employees</i></p>	<p>Clause 31. The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.</p> <p>The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Project Manager, NEWS, the name(s), qualifications, experience, age, address(es) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. The Project Manager, NEWS, shall within 3 days of receipt of such communication intimate in writing his/her approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Project Manager, NEWS and shall be available at site before start of work.</p> <p>If the contractor (or any partner in case of firm/company) himself/herself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to the contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the</p>



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	<p>Project Manager, NEWS in writing or in person or otherwise, present himself/herself to the Project Manager, NEWS, and/or at the site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his/her responsible authorized agent shall be actually available at site especially during important stages of execution of work, during recording of measurement of works and whenever so required by the Project Manager, NEWS, by a notice as aforesaid and shall also note down instructions conveyed by the Project Manager, NEWS, or his/her designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements.</p> <p>If the Project Manager, NEWS , whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule and the decision of the Project Manager, NEWS as recorded in the site order book and measurement recorded checked / test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Project Manager, NEWS shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every running account bill / final bill and shall produce evidence if at any time so required by the Project Manager, NEWS.</p> <p>The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.</p> <p>The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.</p> <p>The Project Manager, NEWS shall be at liberty to object to and require the contractor to remove from the works any person who, in his opinion, misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Project Manager, NEWS to be undesirable. Such person shall not be employed again at works site without the written permission of the Project Manager, NEWS and the persons so removed shall be replaced as soon as possible by competent substitutes.</p>
	<p>Clause 32. "Levy / Taxes Payable by Contractor"</p> <ul style="list-style-type: none"> (i) GST, Building and other Construction Workers' Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the Contractor and Engineer-in- Charge shall not entertain any claim whatsoever in this respect. (ii) The contractor shall deposit Government Royalty and obtain necessary permit for supply of the sand, stone chips, red bajri, sand stone, river bed materials etc. from local authorities, if those are



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	<p>directly procured from quarry sites.</p> <p>In case materials are procured from secondary sources, certificates of quarry owners to the effect of payment of royalties and Cess would have to be furnished. In absence of such certificates towards payment of Royalties and Cess such components shall be deducted from the contractor's bills at prescribed rates and deposited through 'GRIPS' portal or otherwise, in the designated Government Treasuries/PAO.</p> <p>If pursuant to or under any law, notification or order, any Royalty, Cess or the like becomes payable by the implementing organization and does not at any time become payable by the contractor to the State Government/Local appropriate authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the organization and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>
	<p>Clause 33.</p> <p>(i) All tendered rates shall be inclusive of statutory taxes and levies payable under respective statutes. However, if any further tax or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid. Provided such payments, if any, is not, in the opinion of the Project Manager, NEWS, (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p> <p>(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the NEWS further shall furnish such other information/document as the Project Manager, NEWS may require from time to time.</p> <p>(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Project Manager, NEWS that the same is given pursuant to this condition, together with all necessary information relating thereto.</p>
	<p>Clause 33. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the NEWS shall have the option of terminating the contract without compensation to the contractor, but would be liable to clear full dues and claims on work done to his/her legal successor/s.</p>
	<p>Clause 34. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Project Manager, NEWS and a certificate from him/her to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Project Manager, NEWS to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Project Manager, NEWS, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be</p>



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	<p>assessed by the Project Manager, NEWS concerned. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Project Manager, NEWS regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.</p> <p>Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Air Force the Project Manager, NEWS (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.</p> <p>In the event of the contractor having to carry out reconstruction as aforesaid, he/she shall be allowed such extension of time for its completion as is considered reasonable by the Project Manager, NEWS.</p>
	<p>Clause 35. The contractor shall comply with the provisions of the Apprentices Act, 1961 and the Apprenticeship Rules, 1992 and orders issued thereunder from time to time. If he/she fails to do so, his/her failure will be a breach of the contract and the NEWS, may, in its discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him/her of the provisions of the said Act.</p>
	<p>Clause 36. Acceptance of the Tender will rest with the Tender Accepting Authority without assigning reason thereof to the bidder. The accepting authority reserves the right to reject any or all of the tenders without assigning any reason thereof to the bidder/contractor.</p>
	<p>Clause 37. In the event of acceptance of Lowest Rate, no multiple Lowest Rates will be considered for acceptance by the NEWS. In such cases, the Tender will be cancelled.</p>
	<p>Clause 38. In the event of conflicting different clauses, the clauses in the NIT will prevail.</p>
	<p>Clause 39. NEWS shall not entertain any claim whatsoever from the Contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land.</p>
	<p>Clause 40. NEWS shall not be held liable for any compensation due to machines becoming idle or any circumstances including untimely rains, other natural calamities, like strikes etc.</p>
	<p>Clause 41. Imposition of any Duty/Tax/Octroi/Royalty etc. whatsoever of its nature (after work order / commencement and before final completion of the work) is to be borne by the contractor/bidder. Original challan of those materials, which are procured by the bidder, may be asked to be submitted for verification.</p>
	<p>Clause 42. Cess @ 1% or as amended time to time of the cost of construction works shall be deducted from the Gross value of all Works Bill in terms of Finance Department order. Also, it is instructed to register his/her establishment under the Act, with the competent registering Authority, i.e. Assistant Labour Commissioner / Deputy Labour Commissioner of the region.</p>
	<p>Clause 43. No Mobilization/Secured Advance will be allowed unless specified</p>



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	otherwise in the contract.
	Clause 44. Valid PAN issued by the Income Tax Department, Government of India, valid 15-digit Goods and Services Tax Payer Identification Number (GSTIN) under GST Act 2017, Cess, Royalty of Sand, Stone Chips, Stone Metal Gravel, Boulders, Forest product etc., Toll Tax, Income Tax, Ferry Charges and other Local Taxes, if any, are to be paid by the Contractor/Bidder. No extra payment will be made as a reimbursement or as compensation for these. The rates of supply and finished work items are inclusive of these taxes and charges.
	Clause 45. All working Tools & Plants, Scaffolding, Construction of Vats & Platforms and arrangement of Labour Camps will have to be arranged by the Contractor at his/her own cost.
	Clause 46. The Contractor shall supply Mazdoors, Bamboos, Ropes, Pegs, Flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
	Clause 47. Before submitting a bid, the intending contractor/bidder should make themselves acquainted thoroughly with the local conditions prevailing at site of implementation of the work by undertaking field inspections and taking into consideration all probable likely factors and difficulties to be involved during execution of the work as per specification in all respects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labourers and market rates prevailing in the locality etc. and no claim whatsoever will be entertained on those accounts afterwards. In this connection intending contractors/bidders are advised to attend the 'Pre-Bid' meeting with the Tender Inviting Authority on the prefixed date to get his/her doubts cleared if he/she desires. He/She may also contact the office of the NEWS, in between 11.30 hours to 16.30 hours on any working day, prior to the date of actual submission of bid in the tender.
	Clause 48. A machine page numbered Site Order Book (with triplicate copy) will have to be maintained at site by the Contractor and the same has got to be issued from the Project Manager, NEWS before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Project Manager in case of NEWS will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.
	Clause 49. The work will have to be completed within the time mentioned in the NIT. A suitable Work Programme based on time allowed for completion of work as per-NIT is to be submitted by the contractor within 7 (seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing, within 7 (seven) days from the date of receipt of work order, the names of his authorized representatives who are to remain present at site daily during work execution who will receive instructions of the work, sign measurement book, bills and other relevant papers etc.
	Clause 50. No compensation for idle labour, establishment charge or on other reasons such as variation of price indices etc. will be entertained.
	Clause 51. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's



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	<p>Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per PWD practice or any other sign board for safety purpose as per requirement by the concerned Administrative Department will have to be erected by the Contractor at his own cost while operating in public thoroughfares.</p>
	<p>Clause 52. The Contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract.</p>
	<p>Clause 53. The Contractor will have to accept the Work Programme as per modifications and priority of work fixed by the Project Manager, NEWS, so that most vulnerable reach and/or vulnerable items are completed before impending monsoon or rise in river flood water level or for other suitable reasons.</p>
	<p>Clause 54. Quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in any item or supplementary new items of work as decided by the NEWS, approval of the NEWS would be required, depending on whosoever be the Tender Accepting Authority, before making such payment.</p>
	<p>Clause 55. The rejected materials must be removed by the contractor from the site at his own cost within 24 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Project Manager, NEWS, in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo Jute Filter etc., if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted on each occasion. The Project Manager, NEWS may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard the decision of Project Manager, NEWS, shall be final and binding.</p>
	<p>Clause 56. For all items of contract jobs requiring skilled labour, the contractor shall have to employ 70% (Seventy Percent) of skilled labour locally. In case the Contractor fails to recruit skilled local labour, the Contractor shall employ skilled labour locally secured by Government in the manner indicated above. For highly technical works of labour, the contractor may, with the prior permission in writing of the Project Manager, NEWS, to whom full facts must be placed for such permission, import and employ skilled labour up to 30% (Thirty Percent) of the total requirement. In this case the expression "Imported labour" shall mean "labour imported primarily from other States and secondarily, from the distant districts of the State of West Bengal." In case where the contractor fails to secure unskilled local labour or to engage imported labour, the contractor shall employ labour locally recruited by Government or labour imported by Government at the rate to be decided by the Project Manager, NEWS of the works concerned, whose decision as to the circumstances in which employment of such labour is of mutual advantage to NEWS and the contractor, will be final and binding on the parties.</p>
	<p>Clause 57. All queries and disputes arising out of the works tender contract is to be brought to the notice of the Joint Secretary & Programme Director, the Member</p>



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	Secretary of the " Dispute Redressal Committee', for this project in writing for decision within 15 days.
	Clause 58. The contractor shall have to make his own arrangements for water, both for the work and use by his workers, etc., for road rollers and for all tools and plant, etc., required on the work.
	Clause 59. Contractor will be responsible for the payments of all water charges payable to the Panchayat or any other water works authority including a Government Department concerned.
	Clause 60. If the contractors shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Project Manager, NEWS, to consider it and the Contractor will be responsible for the consequences arising out of his negligence in this respect.
	Clause 61. Contractors in the course of their work should understand that all materials obtained in the work of Dismantling, Excavation, etc., will be considered Government property and will be disposed of to the best advantage of Government.
	Clause 62. No compensation for any damage done by rain during the execution of the work will be made.
	Clause 63. The Contractor should quote through rate inclusive of cost of materials and carriage to place of working. Before quoting the contractor must visit the site to understand and examine the physical condition of the site including soil properties etc. related to project work.
	Clause 64. The Contractors should give complete specifications showing the method of execution and the quantity and quality of materials they intend to use per hundred square meter area.
	Clause 65. It must be clearly understood by the Contractor that no claim on account of enhanced rates on those already accepted, due to fluctuations arising out of any situation will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under Clause 12 of the contract.
	Clause 66. In the event of emergency, the Contractor will be required to pay his labour every day and if this is not done, Government shall make the requisite payments as would have been paid by the contractor and recover the cost from the contractors.
	INCONVENIENCE OF THE PUBLIC
	Clause 67. The Contractor(s) shall not deposit material on any site which will seriously inconvenience the public. The Project Manager, NEWS may require the Contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.
	Clause 68. The Contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Project Manager, NEWS. All surplus materials, rubbish etc.



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	will be removed to the places fixed by the the Project Manager, NEWS and nothing extra will be paid.
	Clause 69. The Contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Project Manager, NEWS may get the site premises cleared of debris etc. and recover the cost from the bill of the contractor, if the latter shows slackness in observing this clause.
	Clause-70. Construction materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Project Manager, NEWS.
	<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <p>(Name in full)</p> <p>Signature of Contractor/Agency with official seal containing Principal office address</p> </div> <div style="text-align: center;"> <p>(Ajanta Dey)</p> <p><u>Joint Secretary & Programme Head</u> on behalf of the Nature Environment & Wildlife Society (NEWS)</p> </div> </div> <p style="margin-top: 20px;">* To be authenticated on each and every page of the contract document by all parties.</p>