TENDER DOCUMENT

TENDER No: DLI / CON / 645 / 370

FOR

Construction of Mini Secretariat Building at Dabgram near Siliguri, West Bengal

VOLUME - II

Additional Conditions of Contract
ADDITIONAL CONDITIONS OF CONTRACT (ACC) –(I)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION
North Bengal Development department, Government of West Bengal, Writer's Building, Kolkata-1 intend to construct Mini Secretariat Building at Debgram, Siliguri

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The brief scope of work included in this tender shall include (but not limited to) Civil, Structural, Plumbing, Internal & External Electrical Sanitary, Drainage, Architectural, Fire Fighting & Prevention System etc.

Apart from above any other services not covered above but required as per direction of Engineer In-charge of EPI are deemed to be included in the scope of work. The work is to be carried out as per bill of quantities and tender conditions.

4.0 DISQUALIFICATION

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 7 years such as abandoning the work, rescinding of contract of which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their on-going / past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in
the Tender.

d) If the tenderers attempt to influence any member of EPI

EPI reserves its right to take appropriate action including disqualification of tenderer(s) and forfeiture of the earnest money deposited by him/them as may be deemed fit and proper by EPI at any time without giving any notice to the tenderer(s) in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the tenderers.

5.0 The set of tender documents shall contain tender drawings (one set of hard copy). The original hard copy of tender drawings shall be returned along with the tender documents duly signed and stamped by the tenderer & shall form part of agreement.

6.0 SPECIFICATIONS

6.1 The work in general shall be carried out as per latest PWD specifications West Bengal for Civil Works, Internal Electrical works and Fire fighting (updated with correction slips issued upto last date of submission of tender) and latest PWD specification West Bengal for electrical works (updated with correction slips issued up to last date of submission of tender) unless otherwise specified in the nomenclature of the individual item of the particular specifications of concerned items of works.

6.2 For items not covered under latest PWD specification for Civil Works/ latest PWD specification for Electrical Works, Fire fighting works and in particular specification or nomenclature of the individual item as above, the work shall be done as per latest relevant BIS codes of practice.

6.3 In case of non availability of any specification in the above paras or any overlapping provisions, non-clarity of any issue, applicability of particular provision out of above shall be decided by Engineer-in-charge whose decision shall be final & binding on the contractor.
7.0 CLAUSE NO 69.1OF GCC STANDS MODIFIED AS UNDER:

If the rates of the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of the order inform the Engineer-in-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates of the material, labour, T& P etc. plus 15% (Fifteen percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the contractor. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

8.0 THE CLAUSE NO. 72.1 OF GCC SHALL BE REPLACED AS UNDER:

The contractor shall ensure satisfactory progress during the execution of work according to the detailed Bar Chart/PERT chart so that the activities are completed in the period allowed in the completion schedule as given at Sl. No. 11.0 of Additional Conditions of Contract (ACC). The contractor should submit the weekly progress report as per format approved by Engineer-in-charge.

However, the Contractor shall also maintain monthly progress strictly in accordance with bar chart and / or detailed time schedule that will be worked out on the basis of completion schedule for various stages mentioned at Sl. No. 9.0 of ACC. If the Contractor fails to maintain the required progress in terms of clause no 72.4 of GCC or relevant clause of additional conditions of contract to complete the work and clear the site on or before the completion date or extended date of completion, he shall without prejudice to any other right or
remedy available under the law to EPI on account of such breach, pay compensation the amount calculated at the rate of 1% per week or part thereof subject to 10% of the total contract value as awarded.

9.0 **CLAUSE NO. 72.4.1 OF GCC STANDS MODIFIED AS UNDER:**

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items/ scope of the works. It shall indicate the forecast (milestones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the time deadlines of the completion period and/or milestones of time and progress chart provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work.

10.0 **CLAUSE NO.76.3, STANDS MODIFIED AS UNDER:**

**JURISDICTION:**

The courts in Kolkata alone will have jurisdiction to deal with matters arising from the contract.

11.0 **COMPLETION PERIOD**

The completion period for the total work is 16 months from the date of placement of LOI/ Work Order.
12.0 PRICE VARIATION CLAUSE

Price will be inclusive of all Taxes, Duties & Cess. No extra or additional amount over and above the total quoted price will be admissible on any account whatsoever in any respect or aspect or else otherwise. The rates quoted will remain firm and fixed and free from any kind of escalation and without any kind of extra or additional amount on any account whatsoever in any respect or aspect or else otherwise during the entire tenure of the contract and till completion and discharge of all the obligations as per the ambit of the contract in all respect and means.

13.0 PLANT & MACHINERY

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Digital theodolite &amp; auto level</td>
<td>One</td>
</tr>
<tr>
<td>2.</td>
<td>Total Station</td>
<td>One</td>
</tr>
<tr>
<td>3.</td>
<td>Levelling Instruments</td>
<td>One</td>
</tr>
<tr>
<td>4.</td>
<td>Vibrators (Petrol / Electrical)</td>
<td>Four</td>
</tr>
<tr>
<td>5.</td>
<td>Needles of Vibrator</td>
<td>Ten</td>
</tr>
<tr>
<td>6.</td>
<td>Batching Plant minimum 28m$^3$/hr capacity</td>
<td>One</td>
</tr>
<tr>
<td>7.</td>
<td>Concrete Mixers along with weigh batcher</td>
<td>Two</td>
</tr>
<tr>
<td>8.</td>
<td>DG Set (63 KVA)</td>
<td>One</td>
</tr>
<tr>
<td>9.</td>
<td>Transit mixer</td>
<td>One</td>
</tr>
<tr>
<td>10.</td>
<td>Builder hoist</td>
<td>Four</td>
</tr>
<tr>
<td>11.</td>
<td>Concrete Pump of min 30 Cum/hr capacity</td>
<td>One</td>
</tr>
<tr>
<td>12.</td>
<td>Lighting Equipment</td>
<td>As per requirement</td>
</tr>
<tr>
<td>13.</td>
<td>Electrically operated Concrete Cube Testing Machine with Digital Indication</td>
<td>One</td>
</tr>
</tbody>
</table>

Note:

a) Any other equipment for site test as outlined in PWD/BIS specification and as directed by the Engineer-in-Charge.

b) The quantities of equipments indicated are tentative and can be increased as per the requirement of work OR as per the direction of Engineer-in-Charge. The above equipment list is indicative and not complete. The
contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as contract documents.

c) The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.

14.0 TECHNICAL MANPOWER REQUIREMENT

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
<th>Rate of Recovery in case of non compliance of Technical Manpower</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Site-in-Charge, Engineering graduate with eight years of experience / DCE with ten years of experience</td>
<td>One</td>
<td>Rs 25,000/-</td>
</tr>
<tr>
<td>2.</td>
<td>Site Engineer, D EE with five years of experience</td>
<td>One</td>
<td>Rs.12,000/-</td>
</tr>
<tr>
<td>3.</td>
<td>Site Engineer, DCE with five years of experience</td>
<td>Two</td>
<td>Rs.12,000/-</td>
</tr>
<tr>
<td>4.</td>
<td>Quality control and Survey Engineer, DCE with five years of experience</td>
<td>One</td>
<td>Rs.15,000/-</td>
</tr>
</tbody>
</table>

15.0 FINAL BILL

The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:

a) Completion certificate issue by the Engineer-in-Charge specifying the handing over of the work including list of inventories (fittings & fixtures).

b) Computerized stage wise payment schedule.

c) No claim certificate by the contactor.

d) No claim certificate from the sub-agencies / vendors engaged by the contactor.

e) ‘As built’ drawings.

f) Periodical services and measurement books.

g) Drawings for layout of underground cables and details showing location of electric cable joints etc.

h) All operation and maintenance manuals.

i) All statutory approvals from various state / central govt. local bodies, if
required for completion & handing over of the work as included in scope of Contractor.

j) Manufacture’s guarantee of various machines / equipments installed as part of works.

The work shall not be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or of other parts of any building in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-Charge whose measurement 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 material and rubbish and clearing of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus material and rubbish and dispose the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

16.0 CONCRETING

16.1 The concreting shall be machine mixed with equipment as approved by Engineer-in-Charge. The contractor may opt to use Ready Mixed Concrete of repute after obtaining prior approval from the

16.2 The contractor shall provide construction joints only at the specified positions and as per BIS codes and the concreting for columns shall be floor to beam height in one lifts, and in case the concreting is to be done in two lifts the minimum height of first lift of columns shall be 1.5 meters.

16.3 The stone aggregate and sand of required zone shall be from the quarries as approved by Engineer-in-Charge. The samples of the materials shall be got approved along with the mix design.

16.4 Plasticizers of the required specification and make shall only be permitted as per approved mix design. The cost of plasticizers / additives is deemed to be included in the rates of concrete & nothing extra shall be payable on this account.
16.5 Ready mix concrete brought from outside sources or produced at site shall have minimum quantity of cement as specified in BIS specifications and as per approved design mix.

16.6 The contractor shall provide all cut outs in RCC work in Co-ordination with other agencies and as per instructions of Engineer-in-Charge and nothing extra shall be payable. In case the same is not provided by the Contractor the same shall be got done at their risk & cost.

17.0 BRICK WORK.

17.1 The brick should be minimum class designation 75 conforming to IS 1077: 1992.

17.2 The brick work for all external wall should be done from outside. The rigid scaffolding of MS pipe and the supports shall be sound and strong, with horizontal MS pipe. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it. Due care shall be taken by the contractor to ensure the execution sufficient quantity of scaffolding foe this purpose so as to complete the project within stipulated time.

17.3 Ash brick works shall be with the bricks of specified grade & source as approved by Engineer-in-Charge and no efflorescence die to salt peter shall be allowed. The contractor shall have to give proper treatment in any such case and nothing extra shall be payable and the rates quoted shall be all inclusive.

18.0 CENTERING & SHUTTERING

18.1 Centering & shuttering works for columns shall be made out of laminated shuttering plywood of minimum 12mm thickness as per BIS, with angle iron frame. The centering, shuttering and staging system shall be got approved from the Engineer-in-charge.

18.2 The shuttering used for beam shall be of laminated shuttering plywood as per BIS. The support system shall be integrated with the slab. For slabs in case ply wood shutters is not used, welded steel plates will be allowed to be placed in uniform pattern. The thickness of plates and pattern to be got approved from the Engineer-in-charge.
18.3 All joints in the shuttering i.e. plate to plate etc shall have to be sealed with adhesive / foam, to ensure water tightness of the form work.

18.4 All shuttering work for Architect features shall be with fiber glass moulds and the rate quoted by the contractor in the schedule of rate shall be inclusive of same.

18.5 All shuttering joints the slab, beams and lintels etc shall be treated with tape or required width to make it water tight and the rates quoted for centering shuttering work shall be all inclusive and nothing extra whatsoever shall be payable over and above the quoted price.

18.6 The shuttering shall be tightened by using runners, tie rods and bracing etc. Supports shall be adequate and proper.

19.0 GENERAL

19.1 Flooring works shall be executed as per the approved drawings / design & specifications. The pattern shown in the tender drawings, if any, and be modified as per the site requirements by Engineer-in-charge within the proportions of the flooring materials to be provided and nothing extra whatsoever shall be payable over and above the rate quoted.

19.2 The water proofing for the terraces, underground tanks / toilet floor etc, shall be got executed only through the authorized applicators of the manufacturers and the guarantee for the same shall be in the name of EPI / owner for a period of ten years after the expiry of defect period liability on the prescribed format given in the GCC.

19.3 Plumbing & Sanitary work to be executed by licensed plumber and the plumbing scheme / drawing to be got approved from statutory authorities through the appointed licensed plumber without any extra cost. The agency shall have to submit the valid license of plumbers before starting the work.

19.4 CI pipes for sanitary and GI pipes for water supply if fixed in RCC members like columns, beams etc. shall be fixed with scrub plugs.

19.5 The contractor shall be responsible for all protection of sanitary, water supply electrical fittings & fixture against pilferage, breakage during period of installation until the completion of work and handed over to EPI.

19.6 Welding wherever required in the work like in grill, railing etc. shall be done in full length of the contract area and grinding shall be done properly to get an even
surface, SGRC covers for manholes etc. if provided, shall have name of owner / client and year of manufacturer as engraved.

19.7 The electrical works shall be executed only through licensed electrician and the agency shall have to submit the valid license of electricians before starting the work.

19.8 It will be the sole responsibility of contractor to obtain all statutory approvals / compliance required for construction / implementation of the project including right of way Forest clearance and completion clearance from the all relevant statutory bodies for plumbing, sewerage, sanitary and PHE work, fire department for fire protection, fire fighting, fire fighting installation, electrical works etc. and for all other services as included in the scope of contract etc. From the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI / owner with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account.

19.9 The contractor shall make necessary safety arrangements at site including as mentioned in GCC and indemnity EPI against any consequence of accident at site.

19.10 The tenderer shall engage specialized agency having adequate technical capability & experience of having executed Fire Fighting & Fire Alarm works. The specialized agency for the work shall be got approved by Engineer-in-charge well before actual commencement of the respective items of work.

19.11 The contractor shall erect MS sheet fencing along the periphery of the site as per drawing of EPI with proper colour as directed by the Engineer-in-charge and name/logo, safety slogan etc. written at appropriate places within ten days of issue of LOI. The contractor shall be responsible for daily cleaning of this fencing with water etc. to keep the fencing in neat & clean condition at all times. The damaged fencing should be replaced immediately by the contractor. The cost of MS sheet fencing, its maintenance etc. is deemed to be included in the quoted rates. The contractor shall engage sufficient number of security guards at his cost to ensure controlled entry to site and not to allow unauthorized personnel at site.

19.12 The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Building. No claim shall be entertained due to work being executed in the above circumstances.

19.13 Unless otherwise specified in the schedule of quantities, the rates tendered by the Contractor shall be all inclusive and shall apply to all heights, floors including Terrance, leads and depths and nothing extra shall be payable on this account.
19.14 On completion of work, the tendered shall submit by no extra payment four prints of “as built” drawings to Engineer-in-Charge.

20.0 QUALITY ASSURANCE PROGRAMME

The following paragraph shall be added to clause no 81.0 of General Conditions of Contract (GCC) as under: I

The quality testing of materials are to be done as per the frequency of sampling & testing prescribed in relevant code of different items of works, all mandatory tests of materials shall be conducted at site laboratory and the tests not possible at site shall be tested outside through reputed laboratories like Regional Engineering College (NIT)/Government Engineering College /National Test House / IIT/ M/s Shriram Test lab. Private Engineering College & polytechnic college are not allowed for testing.

21.0 EXTENSION OF COMPLETION PERIOD:-

21.1 If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Engineer-in-charge in writing and if he shall desire an extension of time on the completion of the work on the ground thereof, he shall apply in writing to the Engineer-in-charge within seven days from the date of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and Engineer-in-charge shall , if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

22.0 SECURITY DEPOSIT:-

22.1 Total amount of Security Deposit is 10% of the Total Contract Value. Within 10 (Ten) days from the date of issue of intent or within such extended time as may be granted by EPI in writing, the Contractor shall submit to EPI a security deposit cum performance Bank Guarantee in the form appended, from any Nationalized Bank / Scheduled Bank equivalent to 2.5% of the contract value for the due and proper execution of the contract. Balance 7.5% to be deducted from Running Bills.
In case the Contractor fails to submit the Security Deposit cum Performance Bank Guarantee of the requisite amount within the stipulated period or extended period, letter of intent stands withdrawn and EMD of Contractor shall be forfeited.

21.0 MOBILIZATION AND SECURED ADVANCE:-

No mobilization AND Secured advance will be payable to the contractor

22.0 TERMS OF PAYMENT

a. 92.5% will be released within 15 days after certification of RA bill and realization of payment from Client

b. Balance 7.5% will be deducted as security deposit and will be released after 90 (Ninety) days after expiry of free maintenance period of one year

23.0 FACILITES

As per GCC of EPI

24.0 SITE LABORATORY

24.1 As part of the contract the contractor shall establish and maintain a site laboratory for the testing of construction material under the direction and general supervision of Engineer-in-charge. The laboratory room shall be constructed and installed with the required and appropriate facilities. Temperature and humidity controls shall be made available wherever necessary during the testing of samples.

All equipments as required shall be provided by the contractor so as to be compatible with the testing requirements specified. The contractor shall maintain the equipment in good working conditions for the duration of the contract.

The Contractor shall provide approved qualified personnel to run the laboratory for the duration of the contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by Engineer-in-charge.
The contractor shall fully service the site laboratory and shall supply every thing necessary for its proper functioning including all transport needed to move equipment and samples to and from sampling points on the site etc.

The contractor shall re–calibrate all measuring devices whenever so required by the Engineer-in-charge and shall submit the results of such measurements without delay.

25.0 ALTERATION IN SPECIFICATION, DESIGN AND DRAWING

The Engineer-In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work.

The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the provisions stipulated in the clause no. 69.0 of the General Conditions of Contract.

26.0 STORES SUPPLIED BY GOVERNMENT

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores) and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said due, or thereafter to become due to the contractor. Under the contractor otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion
thereof, being in this case sold for the purpose. All materials supplies to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so required, but the contractor shall not be entities to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or any wastage in or damage to any such materials.

27.0 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time after the commencement of the work the Governor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplate.

28.0 CONTRACTOR LIABLE FOR DAMAGE

If the contractor or his workmen or service men shall break, deface, injure or destroy any part of a building; in which they may be working or any buildings, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires trees, grass or grassland or cultivated grounds contiguous to the premises on which the work or any part of its being executed or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apartment in it within three months (six months in the case of a road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as afore-said the contractor shall make the same good at his own expenses, or in default, the Engineer-in-charge may cause the sum to be made good by order workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become, due to the contractor, or from his security deposit, or the proceeds of the sale thereof, or of a sufficient portion thereof.

Amendment to Sub-para 2 of clause 17 of W.B.F No. 2911, 1911(i) and 2911(ii) and as per G.O No. 4143-A dt. 26-8-67.
The security deposit of the contractor made in manner provided in clause – I thereof, shall be refundable on the expiry of 3 months (6 months in the case of a road work) after the issue of the certificate, final or otherwise of the completion of the work, subject to the condition that no such refund of security deposit shall be allowed till the final bill has been prepared and passed, provided, however, that the cause of a road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit may be refunded after 8 months of the issue of the said certificate of completion. Provided further that in the case of any work (whether road, building, bridge, electrical, sanitary and plumbing etc.) where the Engineer-in-charge is satisfied that the contractor after completion of the major portion of the contract is debarred from executing remaining part of the work under circumstances beyond his control, the Engineer-in-charge may, on the merit of each such case make proportionate refund of the security deposit to contractor on his own discretion.

The contractor shall be responsible for rectifying is asphaltic work noticed within a year from the date of completion of the work and the portion of the security deposit relation to asphaltic work shall be refundable after the expiry of this period.

29.0 SUM PAYABLE BY WAY OF COMPENSATION

All the sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the user of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained

30.0 CHANGES IN CONSTITUTION OF FIRM

In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

31.0 WORKS TO BE UNDER DIRECTION OF SUPERINTENDING ENGINEER

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point and in what manner they are to be commenced and form time to time carried on.
32.0 Stores of Foreign Manufacturer

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

33.0 Lump Sumps in Estimates

When the estimate on which the tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimates, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under provision of this clause.

34.0 Action Where No Specification

In the case of any class of work for which there is no such specification as is mentioned in Rule I, such work shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case the work shall be carried out in all respect in accordance with the instruction and requirements of the Engineer-in-charge.

35.0 Definition of Work

The expression “Works” or “Work” where used in these condition shall, unless there shall be something in the subjects or context repugment to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original altered, submitted or additional.
The contractor(s) shall at his/their own cost provided his/their labour with hutment 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 therewith and incident thereto.

36.0 INTERPRETATION

The Governor means the Governor of the West Bengal and his successors.

The Divisional Officer means the Sub-divisional Officer for the time being of the Division concerned.

The sub-divisional officer means the Sub divisional officer for the time being of sub-division concerned.

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

37.0 All other terms and conditions shall be as per the Tender documents of Client and the same shall be applicable between EPI and the PARTY on mutatis mutandis basis. The terms and conditions of this ‘Order’ shall superseded the terms and conditions contained in the Tender Documents of the Client in case of variance in any condition. However, if EPI is granted some concession or exempted from certain obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions / exemptions shall not be applicable to the PARTY. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on PARTY.

38.0 If the cement used other than OPC or Specified that to after prior approval of Client/EPI than cost adjustment shall be made and different in rates of cement shall be recovered.
ADDITIONAL CONDITIONS-(II)

1. Cement found surplus after the completion of a work should be returned to the Sub-divisional Office, the value of the cement returned to the department will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of the Executive Engineer of the Sub-divisional Officer (if nominated for the purpose by the Executive Engineer) he may be held guilty of theft. In this connection the provision of clause 10 may be referred to where it is clearly stated that all materials issued to the contractors shall remain the property of Government.

2. The contractor shall have to make his own arrangements for water, both for the work and use by his cooly, etc. for steam road rollers and for all tools and plant, etc. required on the work.

3. Contractors will be responsible for the payments of all water charges payable to the corporation of Calcutta or any other water works authority including a Government department concerned.

4. If the contractor shall desire an extension of the tie 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 Divisional Officer to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.

5. The contractor will have to leave ducts in walls and floors to run conduct of cables, where necessary, and he will not be entitled to any extra payment on this account.

6. Contractors in the course of their work should understand that all materials (e.g. store and other materials) obtained in the work of dismantling, excavation, etc. will be considered Government property and will be disposed of the best advantage of Government.

7. Owing to difficulty in obtaining certain materials in the open market due to war the Government have undertaken to supply materials specified in the schedule on page ..of the Tender form at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising, from delay in obtaining the materials. It should be clearly
understood that no claim whatsoever shall be entertained by the Government on account of delay in supplying materials.

8. The minimum period for which a road roller is required to be used by a contractor shall be determined by the Executive Engineer of the basis of the quantity of metal that can be consolidated by a roller per day and the Executive Engineer’s decision shall be final. If the roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water, etc. additional hire charges shall be levied at the rates specified below under “A, Hire Charges” for the additional period the roller works.

9. No compensation for any damage done by rain of traffic during the execution of the work will be made.

10. Whenever a work is carried out in a Municipal area, electric lights or electric signals whenever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this department but contractor will bear all the expenses.’

11. The contractor should quote thorough rate inclusive of cost of materials and carriage to place of working.

12. The contractors should give complete specifications showing the method of execution and the quantity and quality of materials they intend to use per hundred sq ft. area.

13. In cases where water is used by the contractor he will be required to deposit in advance with the Executive Engineer the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canel Act.

14. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the tenancy 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, if such additional work shall consist of items which have already been quoted for, or, items not quoted for but appearing in District Schedule.

15. 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 payment as would have been paid by the contractor and recover the cost from the contractors.

16. The contractor(s) shall not deposit material on any site which will seriously inconvenience the public. The Engineer-in-charge may require the contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor’s cost.

17. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the authorized Engineer-in-charge. All surplus materials, rubbish,
etc. will be removed to the places fixed by the authorized Engineer-in-charge and nothing extra will be paid.

18. The contractor shall not allow any rubbish and debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site or presses cleared of debris, etc., and recover the cost from the bill of the contractor the latter show slackness in observing this clause.

19. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

**ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVT.-(III)**

This will replace the conditions in pages 13 (part), 14 and 15 (Part) of the West Bengal Form No 2911 (i) and 2911 (i) vide G.O. No. 4739-A 10-11-64.

A. Hire Charges
   Road Roller along with crews Rs. 1150.00 (Rupees one thousand one hundred fifty only)

B. Conditions

1. (a) The road roller will be made over and taken back at the site of work. The roller charges (which include the hire charges and the wages of the departmental crews) shall be recovered at the prescribed rates from the date of the road roller is made over till the date it is taken back even through the roller may not have been working, if however any roller remains idle for two or more days at a stretch for any of the reason mentioned below and provided the contractor submits within a week of the date of occurrence of the contingency an application through the Sub-divisional Officer, to the Engineer-in-charge, praying for exemption from payment of the roller charges showing reason and particulars for which claims for exemption. The Engineer-in-charge may, at his discretion, and if he is satisfied that there are sufficient reasons, allow exemption from payment of the said roller charges for such days as he may consider reasonable under the circumstances.

The reasons for which exemption may be allowed are—

i) Continued unfavorable weather conditions for carrying out the particular type of work on which the roller is engaged.

ii) Lack of roller work for reasons beyond the control of the contractor.

iii) Diversion of the roller by the Engineer-in-charge to other works.

iv) Essential repairs

v) Any other reasons including the work
The contractor shall not in any event be entitled to claim any compensation for loss of laborer or any other loss whatsoever which may have been incurred by him during the period for which exemption from payment of the charge is allowed.

b) The roller and other equipment shall be fully utilized for the purpose of which the same are made ever and shall not be allowed to remain idle when they are in working condition. The made ever and shall not be allowed to remain idle when they are in working condition. The time limits for the working days for actual number of days of roller work exceeds the limit based on the specified floor limit for the number of days prescribed rates. If the actual number of days of roller work is less than the number of calculated on the specified ceiling limit the here charges for the roller and the wages of the departmental crews shall be recovered for the number of days calculated on the specified ceiling limit. In all cased part of a day shall be counted as a full day.

2. The departmental crews shall be on separational charges of the roller.

3. The roller issued to contractor are to work for 6 days in the week with stoppage of work on the seventh day for general cleaning and petty repairs. Contractors will pay for hire charges as well as for the wages of the departmental crew for the whole week.

4. Clean water for operating and washing the rollers shall be supplied be the contractor at his cost.

5. Fuel (Petrol, Diesel or Steam Coal) and ancillaries such as Match Boxes, Kerosene Oil, Fire Wood and Cotton Waste for working, lighting up, cleaning etc. of road roller shall have to be supplied by the contractor at his expense, steam coal for steam road roller and diesel oil for diesel oil for diesel road roller may, however, be supplied by the Department at the rate specified in the agreement and cost debited to the contractors account accordingly.

6. The grease and lubricating oil required for operating and maintaining of the roller's shall be supplied by the Department free of cost.

**STATEMENT**

a) For steam road roller or diesel road roller-6 tons or less. Time to be allowed in respect of each item of work is the same as per Statement –I in case of roller of 8 tons or above plus 25 percent extra.

Extra allowances may be the same as per Statement-I in case of roller of 8 tons or above.
TAR AND BITUMEN

1. The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

2. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula before the process of painting if started and shall hypothecated it to the Engineer-in-Charge against money advances by Government. If any bitumen or tar remain unused on completion of the work on account of lesser use of material in actual execution for reasons other than authorized changes of specification and abandonment of portion of work a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the materials returned to the contractors. Although the materials are hypothecated to Government the contractor undertake the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from the site of work without the consent of the Engineer-in-Charge in writing.

ADDITIONAL CLAUSES

1. In cases where the responsibility of dispatch of stores rests with the supplied but the freight is payable by the purchaser, the supplier should dispatch the stores by the most economical method, using the full wagon load whenever it is possible and economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should get in touch with the Purchaser Officer concerned and in case if dispatch of stores which are the property of the Defense Department at the time of dispatch, the supplier may obtain the advice of the Movement Control Section, Station Staff Officer of the Controller of Supplies of the stations concerned.

2. The contractor will have to make his own arrangements for the carriage of materials.
   For all items of contract works requiring unskilled labour, the contractor shall be bound to employ unskilled local labour. The expression Local shall be the Anchal, the Block, the Thana of the District of the State of West Bengal where the work will be executed. In case of non availability for such unskilled local labour, and of other difficulties experienced by the contractor in recruiting such local labour, the contractor may, with the prior permission in writing of the Engineer-in-Charge of the work, recruit and employ unskilled labour from neighbouring areas of that district. In case the work is in the border area of
two districts and there is dearth of adequate number of local labour from the 
district where the work will be executed, labour may be recruited by the 
contractor from contiguous areas of the other continuous district, In case of 
local labour will not be available even from other district as mentioned and 
when the exigency or progress of work so demands the contractor may, with 
the prior permission writing of the said Engineer-in-Charge, engage labour 
from the other district of state of West Bengal and in case the same be not 
available when the contractor may, with the prior permission of the said 
Engineer-in-Charge employ imported labour of other states.

In case where the contractor falls to secure unskilled local or to engage 
imported labour the contractor shall employ labour locally recruited by the 
Government or labour imported by Government at the rate to be decided by 
the Superintending Engineer of the works concerned, whose decision as to 
the circumstances in which employment of such labour is of mutual 
advantage to Government and the contractor, will be final and binding.

For all items of contract jobs requiring labour, the contractor shall have to 
employ 70% (seventy percent) of skilled labour locally. In case the contractor 
fails to recruit skilled local labour, the contractor shall employ skilled labour 
locally secured by Government in the manner indicated above. For bridge 
works, highly technical works of farmed structural buildings, sanitary and 
plumbing work, electrical works etc. involving skilled labour , the contractor 
may, with the prior permission in writing of the Engineer-in-charge to whom 
full facts must replaced for such permission, import and employ skilled labour 
upto 30% (Thirty percent) of the total recruitment. IN these works the 
expression “Imported labours” shall mean labour imported primarily from 
other States and secondarily form the distant district of the State of West 
Bengal.

ADDITIONAL TERMS AND CONDITIONS-(IV)

1. GENERAL
1.1 All works are to be done as per General Conditions and General specifications of 
the “PWD’s Schedule” except where these are modified or overridden by 
specific stipulations in the tender documents. This shall mean the PWD’s 
schedule of Rates for Building works and the P.W (Roads) Deptt. Schedule of 
rates for Road & Bridge Work/Plumbing works & Sanitary works etc. of the year 
with respects to which the price schedule to based. The specifications of the 
work not covered by the specifications in the PWD’s Schedule shall be governed 
by I.S Specification/I.R.C specifications or code of Practice, as the case may be, 
as per direction of the Engineer-in-charge.
1.2 If the stipulations in the various contract documents are found to be at variance in any respect One will override the other (only in so far as those are at variance) in the order of precedence as given below: (i) Special terms and conditions (ii) Special Specifications (if any) (iii) Notice inviting tender (iv) The price Schedule of items (v) The Circle Schedule as defined in clause 1.2 above and (vi) Printed Tender Form.

1.3 All works covered in the clauses appearing hereinafter shall be deemed to form a part of the appropriate item or items of works, appearing in the Schedule to which they relate whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment would be made for particular work.

1.4 All works have to be done according to the drawing approved by the Engineer-in-charge before the work is taken up or as may be modified by him thereafter.

1.5 The contractor shall arrange for all transport including Railway Wagons required for carriage of materials, tools and plants etc. The Directorate will, however, at their own discretion, the grant and certificate necessary for procurement of railway wagons. But in case of failure in this respect no claim whatsoever shall be entertained.

1.6 All Tools, Plant & Implements and all helping materials required for proper execution of the work shall have to be supplied by the contractor at his own cost except here specifically stated otherwise.

1.7 All rates quoted shall be inclusive of all charges, e.g Royalties, Sales Tax, Toll charges etc. except where specifically mentioned otherwise.

1.8 (a) The contractor shall give all notices and pay all fees required to be given or paid by any statute or any regulation or Bylaw of any local or other statutory authority which may be applicable to the works and shall keep all government servants indemnified against all penalties and liability of every kind for breach of such statute regulation or Bylaw.

(b) The contractor shall render harmless and indemnified the Govt. from and against all claims, demand suits and proceedings for or on account of infringement of any patent right design, trade mark or name or other protected rights in respect of any constructional, machine, plant work materials, thing or process used for or in connection with the work or temporary works, or any of them.

Cleaning the site:

1.9 Before starting any work the working site where necessary, must be properly dressed after cutting, cleaning and clearing all varieties of jungles and shrubs including bamboo clusters or any undesirable vegetation within the boundary or alignment or site of works for which nothing will be paid extra, unless specifically provided in the price schedule of items.
**PUMPING DEWATERING ETC.**

1.10 The contractor shall provide at his cost all pumping and other arrangements that may be necessary to remove from or keep out of foundations or any part of the structure under construction, water, whether canal water, Sub-soil water and water from any source whatsoever.

**WATER**

1.11 Arrangements for all road and building works, such as mixing mortar, soaking brick materials, brick works, concrete works, consolidating of materials, washing materials and clips etc. construction of platforms and vats etc. including cost thereof are to be borne by the contractors. The water should be clean free from loam silt and organic materials. No hard water shall be used. The rates quoted by the contractors must be inclusive of all such charges and costs.

2. **CONTRACTORS’AGENT OR REPRESENTATIVE**

2.1 The provision, of a power of Attorney, if any, must have the approval of the department, otherwise the department shall not be bound to take cognisance of such Power of Attorney.

2.2 The contractor shall not assign the agreement or sublet any portion of the work. The contractor may, however, appoint an authorized agent or representative (who will preferably either be a Degree or Diploma holder in Engineering) in-respect of one or more of the following purposes only.

a) General day-to-day management of the work.

b) To regulation departmental materials, Tools & Plant etc. to receive the same and sign hand receipts therefore and

c) To attend measurements taken by departmental officers and to sign the records of such measurement.

The selection of the authorized representative is such to the prior approval of the Executive Engineer concerned and the contractor shall in writing such approval of the Executive Engineer giving therein the name of the work, the name and address of the representative he wants to appoint and the specific purpose which the representative will be authorized for. Even after first approval the E.E may issue at any subsequent date revised directions, about such authorized representative and the contractor shall be bound to abide by such direction. The Executive Engineer not be bound to assign
any reason for any of his directives with regard to the appointment of authorized representative.

3. **CONTRACTORS’ SITE OFFICE:**

3.1 The contractor shall have an office adjacent to the works as may be approved by the Engineer-in-charge where all directions and notice of any kind whatsoever which the Engineer-in-charge of his representatives may desire to give to the contractor in connection with the contract may be left and the same, when left at or sent by post to such office or delivered to the contractors’ authorized agent or representative, shall be deemed to have been sufficiently served upon the contractor.

4. **CONTRACTORS’ GODOWN & LABOUR CAMP:**

4.1 The contractor must provide suitable godown for cement other materials at the site of work. The cement godown is to be of sufficient capacity and it must be water-tight with either an elevated floor with proper ventilation arrangement underneath the floor or it a solid raised flooring is made, cement is to be stored on , bamboo or timber dunnaga. No separate payment will be made for these godowns or for the storeyard.

4.2 Any cement which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor, or disposed off as directed by the Engineer-in-charge.

4.3 A portion of land near the site of work which is in the possession of the Deptt. will be provided free of charge to the contractor for godowns, storeyard and labour camp. If the contractor finds the available Government land to be insufficient, the additional area required will have to be arranged by him at his own cost. The contractor shall obtain prior approval of the Engineer-in-charge to the layout of his godown, camp, office etc, within the area of land under possession of the Department.

5. **WORK ORDER BOOK:**

5.1 The contractor shall within seven days of receipt of the order to take up works supply at his own cost a work order book to the Sub-divn. Officer concerned. The work order book shall be kept at the site of work under the custody of the Sub-divisional Officer or his authorized representative. The work order book shall have machine numbered pages in duplicate. Directions or instructions from departmental officers to be issued to the contractor would be entered (in duplicate) in the work order book (except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries in the work order book and also record thereon the action, taken or being taken by him in complying with the said directions or instructions or relevant point relating to the work.
The contractor or his authorized representative any may take away the duplicate pages of the work order book for his own record.

5.2 Cases of supplementary items or of claims shall not be entertained unless supported by entries in the work order book or any within order.

5.3 The first page of the work order book shall contain the following particulars:

a) Name of the work
b) Name of the civil District
c) Location of work
d) Distance from the nearest Railway Road
e) Reference to contract number.
f) Date of opening the work order book.
g) Name and address of the contractor
h) Signature of the contractor
i) Name and address of the authorized representative (if any) of the company by own(vide clause 2.2 above)
j) Specific purpose for which the contractor’s representative is authorized to act on behalf of the contractor (vide clause 2.2 above.
k) Signature of the authorized representative, duly attested by the contractor.
l) Signature of the Sub-divisional Office concerned.
m) Date of recording final measurement and
n) Date of actual completion of work.

E……. vide (m) & (n) above shall be filed in on completion of the work and before the work order book is recorded in the office of the Sub-divisional Officer concerned.

6. SUPPLEMENTARY ITEMS

6.1 Notwithstanding what has been stated in clause 12 of conditions of contract in the printed tender form, any item of work which is not included in the schedule of probable items but becomes necessary as reasonably contingent item during actual execution of the work will have to be done by the contractor when so directed by the Engineer-in-
6.2 The rate of supplementary item (or part thereof), will be derived wherever possible, from rates of allied items of work appearing in the price schedule of items, otherwise from rates appearing in the circle schedule (as defined in clause 1.1 above) or from both. If the rate of any item (or part thereof) cannot be derived by any of the above processes, it shall be determined from the then market rates of materials and labour plus profit and overhead charges which (taken together) shall be taken as 15(fifteen) percent on the cost of labour and materials excluding materials that may be supplied by the department. On the rates of such portion of the analysis which may be derived from the rates of the Circle Schedule the “Contractual Percentage” shall be applied in deriving the final rate. This contractual percentage shall be the percentage which the total tender amount bears to the estimated value of the works put to tender.

6.3 The admissibility or otherwise of any claim of supplementary item, the method of determining and fixation of Rates for supplementary item and the acceptance thereof, will rest absolutely with the “Authority” accepting the original tender.

7. **INDENT & ISSUE OF DEPARTMENTAL MATERIALS**: 

7.1 The issue of departmental materials shall be as per stipulations in the General conditions of the Schedule.

7.2 Departmental materials shall be issued from place(s) as mentioned in clause 1(h) of Notice Inviting Tender. The contractor shall at his own cost and expense carry the materials to the site of work. If, however, materials, are issued from elsewhere due, to unavoidable reasons the contractor shall nevertheless take delivery of the materials from the place of issue and carry to work site and in such a case the excess carriage/that may be involved will be paid/on the basis of relevant items for carriage appearing in the Circle Schedule with application of “Contractual Percentage”.

The cost of departmental materials shall be recovered at rates shown in the “Schedule of items” If the rates are not shown therein the cost shall be recovered at rates shown in the “Schedule”.

The issue rates of all other materials besides those mentioned therein, if issued to the contractor by the deptt. shall be based on the then market rate or departmental stock issue rate whichever is higher.

7.3 The contractor shall be required to maintain all necessary precautions and watch over all materials delivered to him to prevent damage, loss or theft. Such materials shall not be removed to any other site without the written permission of the Engineer-in-charge.
charge or any other person authorized by him and shall be open and be available for
their inspection at any time during day or night for counting measuring, weighing or
otherwise verifying the same.

The contractor shall be required to maintain an account of receipt and actual use of all
materials issued to him and submit extracts thereof when called for if such manner and
form as may be prescribed by the Engineer-in-charge from time to time.

7.4 Indents for all materials to be supplied by the deptt. shall be submitted by the
contractor to the Engineer-in-charge or any officer or officers as may be appointed by
him in this respect well in advance so as to allow sufficient time to the deptt. to procure
the materials.

The Engineer-in-charge shall have full discretion to specify the minimum/maximum
quantities at which the indents to be submitted and also any other stipulations he may
deeb necessary in this connection. He will also have the full right to modify such
stipulations as may be found necessary by him from time to time.

7.5 The Department does not assume any responsibility to supply materials strictly
according to the indent as may be submitted by the contractor and no compensation
will be paid for delay in issuing any materials to the contractor but reasonable extension
of time will be allowed for such delay in accordance with clause 5 of the conditions of
contract in the Printed Tender form, it in the opinion of the Engineer-in-charge such
delay is responsible for stoppage or slow progress of the work.

8. PROGRAMME OF CONSTRUCTION:

8.1 The work must be taken up within seven days of the receipt of the work order and
completed in all respects within the specified time of completion as mentioned in clause
1(b) of the Tender Notice.

8.2 Before the actual commencement of work, the contractor shall submit programme of
construction clearly showing the materials, men and equipment and time table divided
into four equal periods of progress of work, for the approval of the engineering-in-
charge who will have authority to make addition alterations and substitutions to such
programme in consultation with the contractor and such approved programme shall be
adhered to by the contractor unless the same is subsequently found impracticable in
some or all respects, in the opinion of the engineer-in-charge and is modified by him.
The conditions laid down in clause 2 of the conditions of contract in the Printed Tender
Form regarding the division and progress of work and the time table therefore as
provided in the said clause shall be deemed to have been sufficiently complied with, if
the actual progress does not fall short of the progress as laid down in the approved time
table for one fourth, half and three fourth of the time allowed for the work.
8.3 No claim for the idle labour would be entertained under any circumstances.

9. SETTING OUT OF WORKS

9.1 The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignment of any part of the work. If at any time during the progress of work any error appears or arise the contractor, on being required to do so by the Engineer-in-charge shall at his expenses rectify such error to the satisfaction on the Engineer-in-charge.

9.2 Any setting out that may be done or checked by the Engineer-in-charge or his representative or any line or level that may have been given or checked by either them, shall not in any way relieve the contractor of his responsibility for the correctness thereof.

9.3 The contractor is to provide all instruments, appliance and labour required for setting out of the works and for the use and attendance upon the Engineer-in-charge or his representative whenever required for any purpose in connection with the works.

10. NIGHT WORK:

10.1 The contractor may take up work at night if desired with the permission of the Engineer-in-charge but such night work shall not normally extend beyond 8 p.m. The contractor shall also take up work at night in addition to day work if the engineer-in-charge shall so require by giving notice in writing, for proper progress of the work and for such periods and hours as he may specify. In ordered/permit to work at night the contractor shall provide at his own cost sufficient and satisfactory lighting arrangement. No extra payment shall be made for night work.

11. WORKMANSHIP AND TESTING

11.1 All materials and workmanship shall be of the respective kins described in the contract and shall be subject from time to time such fast as the Engineer-in-charge may direct at 0palce of manufacture of fabrication or on the side or at all or any of such places. The contractor shall provide such assistances, instruments, machines, labour and materials as the engineer-in-charge may require for examining measuring and testing the works and the quality, weight of quantity of the materials used and shall supply samples for testing as may be selected and required by the Engineer-in-charge.

12. COVERED ITEM OF WORK:

12.1 When one item of work is to be covered up by another item of work, the latter item shall not be done before the former item has been measured up, and has been inspected by the concerned S.D.O and orders given by him for proceeding with
the latter item or work. Where, however, this is not possible for practical reasons the S.D.O may do this inspection in respect of minor item and issue orders regarding proceeding with the latter item.

13. **APPRENTICES ACT, 1961**

13.1 the contractor shall comply with the provision of apprentices Act, 1961 and the Rules and orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the Superintending Engineer may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

14. **CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970 AND RULES THEREUNDER**

14.1 The contractor shall abide by the provision of the contract labour (regulation & Abolition of the labour Deptt.) Act 1970 and West Bengal Contract Labour (Regulation & Abolition) Rules, 1972 in so far as the provision are applicable.

14.2 The contractor shall have to obtain licence from the Licencing Officer (of the labour Deptt. Govt. of West Bengal) of the area in which the establishment in relation to which he is a contractor, is located, after depositing necessary fees and security.

14.3 Every tenderer is to submit an application for licence in Form No. IV (vide West Bengal contract Labour Regulation & Abolition) Rules 1972 in quadruplicate along with his tender.

15. **RECRUITMENT OF STAFF BY THE CONTRACTOR:**

15.1 Initial recruitment to all categories of staff by the contractor shall invariably have to be made through the Employment Exchange.

16. **INTERVENTION OF THE MONSOON:**

No claim whatsoever from the contractor on account of the intervention of the Monsoon or on account of the work being stopped and left suspended during the monsoon period shall be entertained.

17. **IDLE LABOUR**

The department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground.
18. **NO PROVISION FOR ESCALATION OF PRICE**

No claim whatsoever from the contractor shall be entertained for any increase in Market price/labour rate under any circumstances.

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**DECLARATION BY THE TENDERER**

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I/We have carefully gone through the Notice inviting tenders and other tender documents mentioned therein. I/We have carefully gone through the “PWD’s Schedule” as defined in clause 1.1 of the special terms and Conditions. My/Out tender is offered taking due consideration of all factors and if the same is accepted. I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work true to specifications and directions.

**POSTAL ADDRESS**

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(Signature of the Tenderer)

The following substituted and amended clause of W.B.F. No. 2911/2911 (i)2911 (ii) will be applicable in this contract in place of original clauses.

**CLAUSE 12** – The Engineer-in-charge shall have power to make any alterations in omissions from, additions to or substitutions for the original specifications drawing designs and instructions, that may appear to him to be necessary or advisable during the progress of the contractors shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions, shall not invalidate the contract by shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in
the manner above specified as part of the work shall be carried out by the contractor on
the same conditions in all respects on which he agreed to do the main work and at the
same rates as specified in the tender for the main work.

The time for the completion of the work shall be extended in the proportion that the
altered additional or substituted works bears to the original contract work and the
certificate of the Engineer-in-charge shall be conclusive as to such proportion and if the
altered additional or substituted work includes any class of work, for which no rate is
specified in the contract then such class of work shall be carried out at the rates entered
in the Schedule of rates of the West Dinajpur District which was in force at the time of
the acceptance of the contract minus/plus the Percentage which the total tendered
amount bears to estimated cost to the entire work put to tender and if the altered,
additional or substituted work is not entered in the said schedule of rates payment shall
be made by the engineer-in-charge by determining the rates on analysis worked out from
(a) the basic rate of materials and labour provided in the current schedule of rates
(b) the current market materials and labour when even basic rates for the work are not
available in the schedule. In cases when such labour are determined on analysis by
the Engineer-in-charge under (a) above 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, payments shall be made at the rates works out so determined
without applications of the said stipulated percentage in the event of any dispute
regarding rates determined on analysis for any altered, additional on substituted work
under clause be decision of Superintendent Engineer of the Department shall be final
and binding.

CLAUSE 19----(B) (a) The contractor shall be pay to labour employed by him either
directly or through sub-contractors wages not less than fair wages as defined in the
C.P.W.D. Contractors, Labour Regulations in so far as such Regulations have
application within the State of West Bengal or as per the provisions of the Contract
Labour (regulation and Abolition) Act 1970 and the contract labour (Regulation and
Abolition) central Rules 1971, Wherever applicable.

b) The contractor shall notwithstanding the provision of any contract to the contrary
cause to paid fair wages to labour indirectly engaged on the work, including any
engaged by his sub-contractors in connection with the said works, as if the labour had
been immediately employed by him.

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

d) The Divisional Officer/ Sub-divisional Officer concerned shall have the right to deduct from the money due to the contractor any sum required or estimate to be required for making goods the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefits of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contractor non-observance of the Regulations as mentioned above.


f) The contractor shall indemnify Govt. against payment to be made under and for the observance for the laws aforesaid and the CPWD contractors Labour Regulations having application with the State of West Bengal without prejudice to his right to claim indemnity from his sub-contractors.

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

CALUSE 17 – 2nd para “The security deposit of the contractor made in the manner provided in clause I thereof shall be refundable on the expiry of 3 months (6 months in the case of road work) after the issue of the certificates final or otherwise of the completion of the work, subject to the conditions that no such refund or security deposit shall be allowed till the final bill has been prepared and passed provided however that in case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract half of the security deposit may be refunded after 8 months of the issue of the said certificates of completion provided further that in the case of any work (whether road, buildings, bridge, electrical, sanitary and plumbing etc.) where the engineer-in-charge is satisfied that the contractor after completion of the major portion of the contractor is unable to execute remaining park of the work for reasons beyond his control the Engineer-in-charge in his discretion may make a proportionate refund of the security deposit of the contractor”