

Issued to :-

Address :-

NIT No :-

Name of Work :-

ITEM RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Sub-divisional Officer / Divisional Officer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest-money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Sub-divisional Officer / Divisional Officer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer / Divisional Officer during office hours.

2. 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 the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power-of-attorney to be produced with the tender, and save 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. Receipts for payments made 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 receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders who 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. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Divisional Officer / Sub-divisional Officer, or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the earnest-money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself / themselves before the Executive Engineer to take the refund.
6. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he will not be bound to accept either the lowest tender or any of the tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-divisional Officer / Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-divisional Officer / Divisional Officer, or a duly authorised cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Communications and Works Department and their issue rates, shall be filled in and completed in the office of the Sub-divisional Officer / Divisional Officer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

TENDER FOR WORKS

I / We hereby tender for the execution for the Governor 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 with the specifications, designs, drawings, and instructions in writing referred to in Rule I hereof and in clause II of the annexed conditions and with such materials as are provided for, by, and in all other respects in accordance with, such conditions so far as applicable.

MEMORANDUM

- (a) General description:-
-
- (b) Estimated cost:- ₹
- (c) Earnest-money:- ₹
- (d) Security deposit (including earnest-money):- ₹
- (e) Percentage, if any, to be deducted from bills:- (₹) percent.
- (f) Time allowed for the work from date of written order to commence Months.

Item No	Item Rate of Work	Unit	Per	Rate Tendered		
				Rs	P	In Words

Note: To be continued on additional sheets as found necessary.

Full Name of Contractor:-

Address of the Contractor:-

Phone No:-

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

The sum of `*is herewith forwarded in currency notes as earnest money [(a) the full value of which is to be absolutely forfeited to the Governor or his successors in office, without prejudice to any other rights or remedies of the said Governor or his successors in office, should I / we fail to commence the work specified in the above memorandum, or should I / we not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1(A) of the said conditions of contract, otherwise the said sum of Rs. Shall be retained by Government as on account of such security deposit as aforesaid; or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1(B) of the said conditions of contract].

**Give particulars and numbers.*

Strike out (a) if no cash security deposit is taken.

Strike out (b) if any cash security deposit is taken.

Dated the day of 20.....

**

*** Signature of Contractor before submission of Tender*

Witness \$

Address

Occupation

\$ Signature of Witness to contractor's signature

The above tender is hereby accepted by me on behalf of the Governor.

Dated theday of 20.....

#

Signature of the Officer by whom accepted.

CONDITIONS OF CONTRACT

Clause 1 – The persons/persons, whose tender(s) may be accepted (hereinafter to be called the contractor) shall permit Government at the time of making any payment deposit to him for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount :

Security deposit

- i) In case of works costing up to ₹1,00,000/- to 10% of the estimated cost of the work put to tender.
- ii) In case of works costing more than ₹1,00,000/- and up to ₹ 2,00,000/- to 10% on the first. ₹1,00,000/- and 7.50% on the balance, and
- iii) In case of works costing more than ₹ 2,00,000/- to 10% on the first ₹ 1,00,000/- 7.50% and the next ₹ 1,00,000/- and 5% on the balance, subject to a maximum of ₹1,00,000/- only are unless he is/they are exempted from payment of security deposit in individual cases or has/have deposited the amount of security or Fixed Deposit Receipts or guarantee Bonds of any Schedule Bank or State Bank of India. In case of Fixed Deposit Receipts and the bank goes into liquidation or for any reason is unable to make payment against the Fixed Deposit Receipts the loss caused thereby shall fall on the contract and the contractor shall herewith on demand furnish additional security to the Govt. to make good the deficit.

*Note :-Clause modified
vide Notification No.
03-W dated, 18th
January 2011 and
Memo No 08-
IB/IW/O/IB-Misc-
12/2007 Dt 30th Apr
2013 Of Secretary to
the Govt. of West
Bengal, I&W.D.
(Appended Below)*

Such deductions to be held by Govt. by way of security deposit- Provided always that the Govt. for this purpose shall be entitled to recover..... Percent of the amount of each running bill till the balance of the amount of security deposit is realized. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due to or may become due to the contractor by government or any account whatsoever and in the event of his security deposit being reduce by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee bonds in favour of the Governor of the State President of India executed or fixed deposit receipt tender by the State Bank of India or by the scheduled Bank (in case of guaranteed offered by scheduled banks the amount shall be within the financial limits prescribed by the Reserve Bank of India) or Govt. securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge any sum or sums which may have been deducted from or raised by sale of his security deposit or any, part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in cash at the time of tenders will be treated as part of the security deposit

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, with all due diligence (time being deemed to be of the essence of the contract, on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineering (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within days from the order of commencement for work and diligently continue such work and further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed, one-half of the work, before one-half of such time has elapsed and three-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the said tendered amount of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent, on the tendered amount of the work as shown in the tender.

Compensation for delay

Clause 3 – In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Divisional Officer, on behalf of the Governor, shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Officer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Government.
- (b) To employ labour paid by the Communications and Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Divisional Officer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

Action when whole of security deposit is forfeited

In the event of any of the above courses being adopted by the Divisional Officer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or make any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Su-divisional Officer / Divisional Officer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

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

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

Clause 5 – If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Divisional Officer in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to the Divisional Officer within 7 days of the date of cessation of such hindrance on

Extension of time

account of which he desires such extension as aforesaid and the Divisional Officer 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.

Clause 6 – On completion of the work, the contractor shall be furnished with a certificate by the Sub-divisional Officer / Divisional Officer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which 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 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 the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of 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 materials as aforesaid except for any sum actually realized by the sale thereof.

Final certificate

Clause 7 – No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof them approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or reelected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any clam, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payment on intermediate certificates to be regarded as advances.

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

Bills to be submitted monthly.

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

Bills to be on printed forms.

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

Payment of contractor's bills to banks

- i) an authorization in the form of a legally valid document, e.g., irrevocable power-of-attorney conferring authority on the Bank to receive payment; and
- ii) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government, before settlement by the Engineer-in-charge of the account or claim by payment to the Bank.

While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly receipted and discharged through his Bankers.

(2) In the case of bills, which the contractor presents for payment direct and which are not endorsed in favour of the Bank while efforts will be made to secure payment to the financing Bank, payments made to the contractor should be accepted as full acquaintance so far as Government is concerned. As part of the arrangement, the financing Bank should give Government a letter to this effect.

Note 1 – The procedure will not affect the usual rights of Government to deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to Government on account of penalties, over payments, etc., on this or any other contract with the Governor of West Bengal.

Note 2 – Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Governor.

Clause 10 – If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the 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 therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule 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 purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sate 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 supplied 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 require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

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

Works to be executed in accordance with specifications, drawings, orders etc.

Clause 12 – 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 or advisable during the progress of the work, and the contractor 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 but 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 if any may be specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and 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 this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of 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 the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the

Alterations in specifications and designs during progress of Work.

Such alterations shall not invalidate contract.

Extension of time in consequence of

said schedule of rates payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates, or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In case when such rates are determined on analysis by Engineer-in-charge under (a) above, the stipulated percentage above or below schedule or rates as provided in the contract shall also apply, and in case of rates worked out on analysis under (b) above, and in case of 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 Superintending Engineer of the Circle shall be final and binding.

alterations.

Rates for work not in estimate or schedule.

Clause 13 – 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 made in the original specifications, drawing, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

No Compensation for alteration in, or restriction of, work to be carried out.

Clause 14 – If it shall appear to the Engineer-in-charge or his subordinate 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 unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of 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 own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge 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.

Action and compensation payable in case of bad work.

Clause 15 – All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself 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 they had been given to the contractor himself.

Works to be open to inspection.

Clause 16 – The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise planning beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before 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 Engineer-in-charge or his 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.

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

Clause 17 – If the contractor or his work people or servants shall break, deface or injure or destroy any part of a building in which they may be working or any building, road, road cures, fence, enclosure, 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 in progress, from any cause whatever or any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become, due to the contractor, or from his security deposit, or the proceeds of sale thereof, or of a

Contractor liable for damage done and for Imperfections for three months after certificate

sufficient portion thereof.

The security deposit of the contractor made in the manner provided in clause 1 hereof 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 or security deposit shall be allowed till the final bill has been prepared and passed. Provided however, that in the 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 will be refundable after three 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 & Plumbing etc.) where the Engineer-in-charges is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reasons beyond his control, the Engineer-in-charge in his discretion may make a proportionate refund of the security deposit to the contractor.

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

Clause 18 – The contractor shall supply at his own cost material (except such special materials, if any, as may in accordance the contract be supplied from the Engineer-in-charge’s stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these condition he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of 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 damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

*Contractor to supply
plant, ladders,
scaffoldings, etc.*

*And is liable for
damages arising from
non provision of lights,
fencing, etc.*

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

Clause 18B – In every case in which by virtue of the provisions of Section 12, Subsection (1) of the Workmen’s Compensation Act, 1923, Government is obliged to pay compensation works, Government will recover from the contractor the amounts of the compensation so paid, and, without prejudice to the rights of Government under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof deducting it from the security deposit or from any sum due by the Government to the contractor whether under this contract or otherwise.

Government shall not be bound to contest any claim made against it under Section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which government might become liable in consequence of contesting such claim.

Clause 19 – No female labour shall be employed within the limits of a cantonment.

Labour

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

Clause 19B –

- a) The contractor shall pay to labour employed by him either directly or through the contractors, wages not less than fair wages as defined in the C.P.W.D. contractor's Labour Regulation 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) Central Rules 1971, wherever applicable.
- b) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to the paid fair wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed in the work for performance of contractors part of his agreement to contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations as mentioned in sub-para (a) above made from time to time in regard to payment of wages, wage period deductions unauthorisedly made, maintenance of wage books or wages slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (regulation and Abolition) Rules 1971 wherever applicable.
- d) The Divisional Officer/Sub-divisional Officer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contract or non observance of the Regulations as mentioned above.
- e) The contractor shall comply with the provisions of payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act 1938. Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and the Contract Labour (Regulations & Abolition) Act, 1970 of the modifications thereof or any other laws relating thereto and the Rules made there under from time to time.
- f) The Contractor shall indemnify Government against payment to be made under and for the observance of the laws aforesaid and the C.P.W.D. contractor's Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnify fro his sub-contractors.
- g) The regulation aforesaid shall be deemed to be a part of this contact and any breach thereof shall be deemed to be breach of this contract.

Clause 20 – No work shall be done on Sundays without the sanction in writing of the Engineer-in-charge.

Work on Sunday.

Clause 21 – The contract shall not be assigned or sublet without specific orders from government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contractor, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, 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 in the employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional officer 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 Government, and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work theretofore actually performed under the contract.

Work not to be sublet.

Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent.

Clause 22 – All sums payable by way of compensation under sum payable by any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 23 – In the ease of tender partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in constitution of firm.

Clause 24 – All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Works to be under direction of Superintending Engineer.

Clause 25 – 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 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:

Settlement of disputes.

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge or any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

The Dispute Redressal Committee in The Irrigation & Waterways Department is hereby constituted with the following officials as members:

- 1 Secretary, Irrigation & Waterways Department Chairman
- 2 Chief Engineer – South & Budget, Irrigation & Waterways Directorate ... Member
- 3 Chief Engineer concerned with the work.... Member Secretary & Convenor
- 4 Special/Additional/Joint Secretary of the Finance Department Member

In case Chief Engineer South & Budget is concerned with the work, he will function as member Secretary & Convenor

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

Clause 26 – The contractor shall obtain from the Engineer-in-charge all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles, required there for 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.

Stores of European or American manufacture to be obtained from Government.

Clause 27 – When the estimate en 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 work involved or the part of 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

Lump sums as in estimates.

the lump sum amount entered in the estimate, 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 the provisions of this clause.

Clause 28 – In the case of any class of work for which there is no such specification as in mentioned in Rule 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 respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

Clause 29 – The expression “works” or “work” where used in these conditions shall, there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Definition of works.

Clause 30 – The contractor(s) shall at his/their own 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 therewith and incidental thereto.

INTERPRETATION OF CLAUSE

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

The Divisional officer means the Divisional officer for the time being of the Division concerned.

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

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

Schedule showing (approximately) materials to be supplied by the Communications and Works Department under clauses 10 and 26 for work contracted to be executed and the rates at which they are to be charged for.

Particulars	Rates at which the material will be charged to the contractor			Place of Delivery
	Unit	Rs	P	
GIVEN SEPERATELY AS ANNEXURE IN NIT				

Note 1- The person or from submitting the tender see that rates in the above schedule are filled up by the Engineer-in-charge on the form prior to the submission of the tender.

Note 2- Empty cement bags are the property of Government and should be returned by the contractor.

Signature of Contractor

Signature of

Sub-Divisional Officer
Divisional Officer

ADDITIONAL CLAUSES

1. Cement found surplus after the completion of a work should be returned to the Sub Divisional Officer, 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 or 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 waterworks authority including a Government department concerned.
4. If the contractor 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 Divisional officer to consider it and the contractor it and the 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 conduit or 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 be work of dismantling, excavation, etc, will be considered Government property and will be disposed of to 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 their labour may not remain idle nor may there be any 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 on 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 or taffies during the executing of the work will be made.
10. Whenever a work is carried out in a municipal area, lights or electric danger signals wherever 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 the contractor will bear all the expenses.
11. The contractor should quote through rate inclusive of cost 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 material they intend to use per hundred sft. 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 Canal 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 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, 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.

Inconvenience to the public

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 Engineer-in-charge. All surplus materials, rubbish, etc, will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.
18. 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 Engineer-in-charge may get the site or premises cleared of debris, etc, and recover the cost from the bill of the contractor, if the latter shows 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.
20. Payment will be made as per availability of fund and no claim of the contractor for delayed payment will be entertained.

TAR & BITUMEN

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

N.B. – In case of any item not covered by above or any stipulation of a particular contract the limits will be decided by the Engineer-in-charge.

2. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae, before the process of painting is started and shall hypothecate it to the Engineer-in-charge against money advanced by Government. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials 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 material as determined by the Engineer-in-charge shall be made and the material returned to the contractors. Although the materials are hypothecated to Government the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The material 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 suppliers, but the freight is payable by the purchaser, the supplier should dispatch the stores by the most economical method, using the full wagon load whatever 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 Purchase officer concerned and in cases of dispatch of stores which are the property of the Defiance Department at the time of dispatch, the supplier may obtain the advice of the "Movement Control Section, Station Staff Officers or the Controller of Supplies of the stations concerned."
2. The contractor will have to make his own arrangement for the carriage of materials.
3. For all items of contract works requiring unskilled labour, the contractor shall be bound to employ unskilled local labour. The expression 'local' shall mean 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 of such unskilled local labour and 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 continuous areas of the other continuous District and when the exigency or progress of work so demands, the contractor may with the prior permission in writing of the said Engineer-in-Charge, engage labours from the other districts of the state of West Bengal and in case the same is not available then the contractor may, with the permission of the said Engineer-in-charge employ imported labour of other states.

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 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 on the parties.

For all items of contract job 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 Bridge works, highly technical works of framed structural buildings, Sanitary & Plumbing works, 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 be placed for such permission, import and employ skilled labour upto 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 States of West Bengal".

4. Military Credit notes will only be issued at the dispatching station for materials which are the property of government the time of dispatch. Ordinary credit notes will be issued by this Department at the receiving station to help contractors in taking delivery and the cost will be recovered from the contractor's bills.

Modification to Clause 1

(vide Notification No. 03-W dated, 18th January 2011 and Memo No 08-IB / IW/O/IB-Misc-12/2007 Dt 30th Apr 2013 Of Secretary to the Govt. of West Bengal, I&W.D.)

SECURITY DEPOSIT

In all cases of open tenders for each contract work, an earnest money amounting to 2% of the estimated cost put to tender so long as the estimated cost put to tender is upto Rs 25.00 crore and amounting to Rs 50.00 lakh plus 1% of the excess of estimated cost over Rs 25.00 crore, in case where such estimated cost put to tenders is beyond Rs 25.00 crore, will have to be deposited by all the tenderers, whether they are (a) enlisted contractors quoting for open tenders individually or as a combined unit, (b) outside bona fide agencies, and (c) Unemployed Engineers' Co-operatives or Labour Co-operatives.

The successful tenderers in open tenders and also enlisted contractors not having fixed security deposited with the Government in case of tenders within their limits, need not deposit any additional sum during making agreement with the tender accepting authority. Earnest money already deposited during the tender shall be converted as a part of security money and additional security shall be deducted from the progressive bills at 8% or such amount from each such bill, so that the total deduction together with the 2% EMD constitutes 10% of the tendered value of work as actually done.

Such successful tenderers may also be permitted to deposit further security so as to make total 10% of the tendered amount to avail the facility of no further deduction from the progressive bills.

In case of excess works over the tendered amount, additional security is to be deposited for the amount of such excess beyond the tendered amount as per prescribed rate, before payment of final bill in case contractors opting for paying advance security and receiving payment against progressive bills without any deduction.

Security deposit or deduction will not normally be required for consultancy work, hiring of inspection vehicle and launches, supply tools and plants, furniture and computer peripherals. Separate agreement may be required in those cases particularly for consultancy works, which shall be made in standard formats to be approved by the Finance Department.