

TENDER FORM

West Bengal Form No. 2911 (II)

Price - Rupees Five Only

Tender No.

of

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 place 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 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 authorising him to do so. Such power-of-attorney is 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 which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. 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 specifications and other documents mentioned in Rule 1. 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.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Public Works Department at 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.

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 specifications, designs, drawings and instructions in writing referred to in Rule - 1 thereof and in clause 11 of the annexed conditions and with such materials as provided for, by, and in all other respects in accordance with such conditions so far as applicable.

(a) If several subworks are included they should be detailed in a separate list

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

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NOTE - To be continued on additional sheets as found necessary.

Should this tender be accepted I/We hereby agree to abide by and fulfil 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 Rs. *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 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 the 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 number
Strike out
(a) if no cash security deposit is to be taken.
Strike out
(b) if any cash security deposit is taken.

Dated the day of 19 †

Witness +
 +

Address

Occupation

† Signature of Contractor before submission of Tender

+ Signature of witness to Contractor's signature

The above tender is hereby accepted by me for and on behalf of the Governor of the State of West Bengal..

Dated day of 19 **

** Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT

Clause 1. -The person / persons which tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1000.00 or less, two days for one of Rs. 2000.00 or less, and so on, upto a limit of ten days of the receipt by him of the notification, of the acceptance of his tender) deposit with the Sub-Divisional Officer/ Divisional Officer in case or Government securities endorsed so the Sub-Divisional Officer / Divisional Officer (if deposited for more than twelve months) a sum sufficient with the amount of the Earnest-money deposited by him with his tender to make up the full deposit specified in the tender] or (B) [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him) amount to percent, of all moneys so payable such deductions to be held by Government by way of security deposit] Provided always that in the event of the contractor depositing a lump sum by way of security deposits as contemplated at (A) above, than and in such case, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payments as last aforesaid. All compensation or all other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

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 through out the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract, on the part of the contractor) and the contractor shall 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 amount of the tendered amount of the whole work as shown in the tender for everyday that the work remains uncommenced, or unfinished after the proper date. **The contractor shall commence execution of such part of the work as may be notified to him within..... days from the date of the order for commencement for work and diligently continue such work and further, to ensure good progress** during the execution of the work, he 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-fourth of the work before three-fourth 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 cost of the whole work for everyday 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 of 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 instalments) 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 -

Action when whole of security deposit is forfeited

(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 Government.

(b) To employ labour paid by the Public 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 work done, in all respects in the same manner and 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.

In the event 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 made any advances on accounts, or with a view to the execution of the works 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 Sub-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.

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 thereof 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 desire, take possession of all or any tools, plant, materials and stores, in or upon the

Contractor remains liable to pay compensations if action not taken under clause 3

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

work, 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 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 Officers 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.

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 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, authorise such extension of time, if any, as may, in his opinion, be necessary or proper.

Extension time

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 payment 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 then 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

Payment on intermediate certificate to be treated as advance

removed and taken away and reconstructed, or re-erected, 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 claim, 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 of 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.

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 counter-signature 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.

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 those conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed form

Clause 9A-(1) Payment 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.

Payments of contractor's bills to Bank

- (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 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.

Note1- 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-a-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 prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but no 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 purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the 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 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 material 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, drawing, 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.

Alterations in
specifications
and designs

Clause 12.- 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 instruction which may be given to him in writing signed by the Engineer-in-Charge and such alteration, omission, 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 matter 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 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 proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charges shall be conclusive as to such proportion. And

Do not
invalidate
contract.

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 brought out by the Superintending Engineer of the 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 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 cases when such rates are determined on analysis by the Engineer-in-Charge under (a) above, the stipulated percentage above or below Schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above payment shall be made at the rates so determined without application or the stipulation percentage. In the event to 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.

Clause 12A - In the case of any altered, additional or substituted work, which the contractor is required, under the preceding clause 12, to do at the rates specified in the tender for the main work or on the basis of the rates in the Schedule of rates of the districts and which involves the employment of additional materials (notwithstanding anything to the contrary in the preceding clause) the contractor may, within seven days from the receipt of the order claim revision of rates of such additional materials and the Engineer - in charge may revise such rates having regard to the increase in the market price of such materials. In the event of a dispute decision of the Superintending Engineer of the circle shall be final and binding and this contract shall be construed as if the said revised rates for the said additional materials had been incorporated in this contract as being applicable to such work.

Rates works not
in estimated
schedule

Clause 13.- If at any time after the commencement of 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 alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

No compensa-
tion for
alteration in, or
restriction of,
work to be

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 or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same have been inadvertently passed, certified and paid for, forthwith rectify, or remove and re-construct the work 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 contractor shall be liable to pay compensation at the rate of one per cent, on the

Action and
compensation
payable in
case of bad

amount of the estimate for everyday 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.

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.

Work to be open to inspection

Contractor or responsible person to be present

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 placing 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 works 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.

Notice to be given before work is covered

Vide G. O. No. 4142 - A Dt. 26 - 08 - 1977.

Clause 17. -If the contractor or his workman or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, tree grass or grass-land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while 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 expense or in default, the Engineer-in-Charge may cause the same be made good by other workmen

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

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Clause 17 of Conditions of Contract is substituted vide Notification No. 5784-PW/L&A/2M-175/2017 Dt. 12-09-17 of Public Works Department (Law & Arbitration Cell), Govt. of West Bengal

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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 in the case 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 will be refundable after 3 months of the issue of the said certificate or

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 unable to execute remaining part of the work for reasons beyond his control, the Engineer-in-Charge may in his discretion make proportionate refund of the security deposit to contractor.

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

Clause 18. -The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the 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 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 conditions 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 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 defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing neglect of the above precautions and to pay any damage 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, scaffolding etc.

And is liable for damage arising from non-provision of light, fencing etc.

And is liable for damages arising nonprovision of light, fencing

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 the execution of the works under this contract and shall be liable for any loss of and damages 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 the 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, Sub-section (1) of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the

works, Government will recover from the contractor the amount 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 by 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 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 limit of a cantonment.

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

Labour

Vide Letter No. 4783/A Dt. 07-05-1976 for Engr. in Chief and Ex-Officio Secretary, P. W. D., W. B.

(a) "The contractor shall 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. contractor's 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 & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable.

(b) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be 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 the contractor's part of his agreement the 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, deduction from wages, recovery of wages not paid and deduction, un-authorisedly made, maintenance of wages books or wages slips, publication of scale of wages and other terms of employment, inspection and submission or periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation & 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 a 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 deduction 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 Benefits Act, 1961 and the contract Labour (Regulations

& Abolition) Act, 1970 or the modification thereof or any other laws relating thereto and the Rules made there-under from time to time.

(f) The contract shall indemnify Government against payment to be made and for 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 indemnity from his sub-contractors.

(g) The Regulations aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be a breach of this contract."

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

Works on
Sundays

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 contract, or attempt so to do, or become insolvent or commence any in insolvency proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office of employment, or if any such officer or person shall become in any way 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 ensure as if the contract had been rescinded under the clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore 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 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 compen-
sation without
reference to actual
loss

Clause 23.- 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.

Changes in
constitu-tion 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. – Arbitration will not be allowed. The Clause no. 25 of 2911(ii) is to be considered as deleted Clause vide gazette notification no. 558 / SPW-13 December 2011.

Settlements of
dispute

Clause 26. - 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 or in making up articles required therefor 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 of European
or American
manufacture to be
obtained from
Government

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 purpose 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.

Clause 27. - 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 parts of the work, the contractor shall be entitled to payment in respect of the items of work 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 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.

Lump sums in estimates

Clause 28. - In the case of any class of work for which there is no such specification as is mentioned in Rule 1, 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 instruction and requirements of the Engineer-in-Charge.

Action where no specification

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

Definition of

Clause 30. - The contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/They shall also at his/their own cost make arrangements for the laying of pipe lines for water-supply to his/their labour camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection, therewith and incidental thereto.

INTERPRETATION CLAUSE:-

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

The Superintending Engineer means the Superintending Engineer holding the charge of the Circle concerned for the time being.

The Divisional Officer means the Divisional Officer holding the charge of the Division concerned for the time being.

The Sub-divisional officer means the Sub-divisional Officer for 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 Public 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.	

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

Signature of Contractor

Signature of Sub-divisional Officer
Divisional Officer

ADDITIONAL CONDITIONS

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 contractor's 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 coolly, 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 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 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 the work of dismantling, excavation, etc., will be considered Government property and will be disposed of to the 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, there-for, 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 not 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 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 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 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 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 material 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 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 of the public.

16. The contractor(s) shall not deposited material on any item which will seriously inconvenience the public. The Engineer-in-Charge may require the contract(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.

Amendment Vide G.O. No.4736A dt.10.11.64

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVERNMENT

Road Rollers, if available, shall be supplied by the Government upon payment of hire charges at the rates and on the conditions specified below. The contractor should requisite road roller at least two weeks before the date on which the same are required mentioning the dates on which delivery is desired. In case rollers cannot be made available to the contractor on that date, requisite extension of time shall be granted to the contractor for completion of the work but the contractor shall not be entitled to claim any compensation for loss of labour or any other cause whatsoever shall be entertained.

A-Hire Charge

Hire charges & other charges of Department equipments per day of eight hours or part there of as well as pay of driver, cleaner, chowkider etc. will be as per rates indicated in Special Terms & conditions.

B-Conditions

1(a) The road roller will be made over and taken back at the site of work. The Roller charges (which includes the hire charges and the wages of the departmental crew) shall be recovered at the prescribed rates from the date the road roller is made over till the date it is taken back even though 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 or reasons 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 roller charges (showing reasons and particulars for such claim for exemption) the Engineer-in-Charge may at his discretion and if he is satisfied that there were sufficient reasons, allow exemption from payment of the said roller charges for such days as he may consider reasonable under the circumstances.

The reason for which exemption may be allowed are :

- (i) Continued unfavourable weather conditions for carrying out the particular type of work on which the roller 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 reason's precluding the work of the roller.

The contractor shall not in any events be entitled to claim any compensation for loss of labour or for any other loss whatsoever which may have been incurred by him during the period for which exemption from payment of the charges is allowed.

(b) The rollers and other equipments shall be fully utilised for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working conditions.

The time limits for the working days for each type of rolling shall be fixed according to the limits of work out-put given in Statements I & II below. If the actual number of day of roller work exceed the limits based on the specified ceiling limits for the number of days in excess such of limit the hire charges and the wages of the departmental crew shall be charged at double the prescribed rates, if the actual number of days of roller work is less than the number of days calculated on the specified floor limit the hire charges for the roller and wages of the departmental crew shall be recovered for the number of days calculated on the specified floor limit. In all cases part of a day shall be counted as a full day.

2. The departmental crew shall be on operational charges of the roller.

3. The roller issued to a 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 the 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 by 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 rollers shall have to be supplied by the contractor at his expense. Steam, Coal for Steam road rollers and diesel oil for diesel road rollers may however be supplied by the Department at the rate specified in the agreement and the cost debited to the contractor's account accordingly.

6. The grease and lubricating oil required for operating and maintenance of the rollers shall be supplied by the Department free of cost.

SPECIFICATIONS GOVERNING ISSUE OR ROAD ROLLERS

The number of working days to be allowed for finishing each individual items of work shall be calculated in the basis of work out put specified in Statements I and II Below.

(Extra allowances are to be considered by the Executive Engineer only on special circumstances depending on the particular nature of work and his decision will be final)

STATEMENT - I

(a) For Diesel or Steam Road - Roller - 8/13 Toone or over.

N.B. Each working day means roller day, i.e. 8 hours in a day with one roller

Sl. No.	ITEM OF WORKS	Works output per working day of 8 hours	
		Floor Limit. (Minimum.)	Ceiling Limit (Maxim.)
1.	Roller Sub-grade	1,486 Sq.m	2,230 Sq.m
2.	Rolling Boulder Soiling		
	a) Stone (except laterite) slag boulders	558 Sq.m	922 Sq.m
	b) Laterite boulders	743 Sq.m	1,115 Sq.m
3.	Consolidation of ballast (size within the range of 7.5 cm to 12.5 cm) -		
	a) Broken Stones (Pakur or Rajmahal or Chandil or similarly hard stone)	23 Cu.m.	34 Cu.m
	b) Broken Stone varieties softer than (a) above	25 Cu.m	40 Cu.m
	c) Broken slag	25 Cu.m	40 Cu.m
	d) Laterite or Jhama	34 Cu.m	51 Cu.m
	e) Unbroken stone (e.g. shingle or gravel)	34 Cu.m	51 Cu.m
4.	Consolidation of metal (size within the range of 3.75 cm to 7.5 cm) -		
	a) Broken stone metal (Pakur or Rajmahal or Chandil or similarly hard stone)	14 Cu.m	23 Cu.m
	b) Broken stone metal softer than (a) above	17 Cu.m	28 Cu.m
	c) Broken slag metal	17 Cu.m	28 Cu.m
	d) Laterite of Jhama Metal	28 Cu.m	45 Cu.m
	e) Unbroken stone (e.g. single or gravel)	34 Cu.m	51 Cu.m
5.	Consolidation of Moorum	34 Cu.m	51 Cu.m
6.	Rolling dry chips/Bajri/Gravel in surface dressing works-		
	a) On water Bound surface		
	b) On black top surface	558 Sq.m	1,115 Sq.m
		650 Sq.m	1,300 Sq.m
7.	Rolling premixed chips/bajri/Gravel -		
	a) In 19 mm (nominal) thick carpet	372 Sq.m	743 Sq.m
	b) In 25 mm (nominal) thick carpet	325 Sq.m	650 Sq.m
	c) In 32 mm (nominal) thick carpet	279 Sq.m	558 Sq.m
	d) In 38 mm (nominal) thick carpet	232 Sq.m	465 Sq.m

N.B-In case of items not covered by the above or by any stipulation of a particular contract, the limit will be as decided by the Engineer-in- Charge.

STATEMENT - II

For Petrol, Diesel or Steam Road Roller 6 Tonne or less.

The limits of works output to be allowed for petrol, diesel or steam rollers of 6-10 tonne or less shall be 25% less than the limit for the corresponding items Statement - I above.

Amendment of clause 3 of additional Clauses in Page 16 of the West Bengal Standard Contract Form No. 2911, 2911 (i), 2911 (ii) and on Form No. 2912 vide G.O. No. 5396 - A Dt. 15-05-76 in partial Modification of the G.O. No. 33-A Dt.7-01-74.

Extra allowance may be the same per statement I in case of roller of 8-13 Tonne or above.

TAR AND BITUMEN

1. The contractor undertakes to make arrangements 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 formulae before the process of painting is standard and shall hypothecate it to the Engineer-in-charge against money advanced by Government if any bitumen or tar remain unused on completion or the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work 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 materials shall not be removed from site of work without the consent of the Engineer-in-charge in writing.

20. ADDITIONAL CONDITIONS OF CONTRACT FOR DEPARTMENTAL MATERIAL

(a) The value of materials supplied by the Department for use on the work shown in the Schedule on page 11 of the contract form (West Bengal Form No.2911) in respect of items of worth for which the contractor's rates are inclusive of the cost such materials will be debited to him in his account at the rates specified in this Schedule.

(b) Regarding materials in respect of items of work for which the contractor's rates are not inclusive of the cost of such materials, the contractor shall only act as custodian on behalf of the Government and the value of such material will not be charged to him except under sub-clauses (f) and (g) hereof.

(c) When the contract provides for use of certain specified materials to be supplied by the Department, the contractor shall not obtain such materials from other sources, unless so authorised in writing by the Engineer-in-Charge of the works.

(d) Materials supplied for a particular work or a part thereof shall not be used elsewhere except with the written permission of the said Engineer-in-Charge.

(e) Materials shall be supplied to the contractor in such instalments as may be decided by the said Engineer-in-Charge.

(f) The contractor shall be held responsible for any misuse, loss or damage of the materials issued or handed over to him by the Engineer-in-Charge. In default the costs of such materials shall be recovered from the contractor according to the terms of the provisions made in sub-clauses (g) and (h) hereof.

(g) In the following cases, the materials issued or handed over to the contractor shall be deemed to have been misused by him :

(a) Materials lost or damaged due to negligence on the part of the contractor and/or defective storage by him;

(b) Materials used in excess of the requirements as shown in Statement III attached herewith;

(c) Materials used without permission of the Engineer-in-Charge in temporary work (e.g., Cofferdams embankments shoring etc.) or in the construction of contractor's godown, site office labour hutments etc.

The value of materials misused as above (in which case the decision of the Engineer-in-Charge shall be final) shall be recovered at 50 per cent in excess of the highest of the following three rates:

(i) Issue rate as specified in the contract.

(ii) Departmental stock rate at the time of recovery of value :
and

(iii) Market rate at the time of recovery value.

(h) In cases of loss or damage of materials issued or handed over to the contractor other than under the circumstances mentioned in sub-clause (g) the materials so lost or damaged shall be replaced by the Engineer-in-Charge as to the cost of the contractor and the certificate of the Engineer-in-Charge as to the cost of replacement shall be final and binding on the contractor.

(i) Where so specified and in any case in respect of cement, steel and bituminous materials supplied by the Department, a stock register shall be maintained by the contractor and the day to day receipts issues and balance of such materials shall be shown therein. This register shall be produced by the contractor to the Engineer-in-Charge or his representative whenever required for verification of stock.

(j) Whenever asked for by the Engineer-in-Charge during the progress of work and also with the final, the contractor shall submit to the former a statement showing-

(a) the total quantity of materials received by the contractor from the Deptt:

(b) consumption thereof item by item in the work; and

(c) the balance in hand.

(k) Whenever by computing the consumption of materials of any description in any item or group of items of work requiring use of such materials-

(a) It is found that the contractor has used less materials than are required by the specifications and/or are shown in Statement III attached herewith, the value of the quantity of materials less used shall be recovered from the contractor at 5 (five) per cent in excess of the issue rate or such materials. In such an event the contractor shall not be entitled to claim or to receive the materials the cost of which has been thus recovered; or

(b) it is found that the contractor has used any material in excess of the requirement, the value of the material used in excess shall be recovered from the contractor as provided in sub-clause (g) hereof ;

(c) provided that recovery of materials used less or in excess as indicated in paragraph (a) and (b) of the sub-clause shall be subject to the decision of the Engineer-in-Charge who may allow variation according to para I of Statement III.

ADDITIONAL CLAUSES

1. In case where the responsibility of despatch of stores rests with the suppliers but the freight is payable by the purchaser, the supplier should despatch the stores by the most economical method using the full wagon 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 Purchase Officer concerned and in cases of despatch of stores which are the property of the Defence Department at the time of despatch. The supplier may obtain the advice of the 'Movement Control Section' Staff Officers or the Controller of Supplies of the stations concerned.

2. The contractor will have to make his own arrangements for the carriage of materials.

3. "For all items of contract works requiring unskilled labour the contractors shall be bound to employ unskilled local labour. The expression "local" shall mean and deem to mean the Anchal, the Block, the Thana or the District of the State of West Bengal where the work will be executed. In cases of non-availability of 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 labour from the district where the work will be executed, labour may be recruited by the contractor from contiguous areas of the other contiguous district. In case local labour will not be available even from the districts as mentioned 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 labour from the other districts of the State of West Bengal and in case the same be not available then the contractor may, with the prior 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 items of contract jobs requiring skilled labour, the contractor shall have to employ at 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 and plumbing works, electrical works etc. involving skilled labour the contractor may with the prior permission in writing of the Engineer-in-Charge to whom the full facts must be placed for 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 secondly from the distant districts of the State of West Bengal.

4. Military credit notes will only be issued at the dispatching station for materials which are the property of Government at 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.

Signature of the Officer by
whom accepted

**Government of West Bengal
Law & Arbitration Cell
Public Works Department**

No. 5784-PW/L&A/2M-175/2017

Dated: 12.09.2017

NOTIFICATION

WHEREAS it is deemed expedient to do so;

NOW, THEREFORE, the Governor is pleased to make partial modification in the **West Bengal Form No.: 2911/2911(i)/2911(ii)** (hereinafter referred to as Printed Tender Form), in cancellation of earlier notification no. 177-CRC/2M-57/2008 dated 12/07/2012, in the manner mentioned here under:-

(1) Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following: -

'Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, 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 is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of **three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period**, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, 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 and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "**Final Bill**" and certify thereon, within a period of **thirty days** with effect from the date of submission of the final bill in **acceptable form** by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of **thirty days**. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "**Final Bill**" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of **clause 1** hereof shall be refundable to the contractor in the manner provided here under:-

(a) For work with **three months Defect Liability Period:**

- (i) **Full** security deposit shall be refunded to the contractor on expiry of **three months** from the actual date of completion of the work.

(b) For work with **one year Defect Liability Period:**

- (i) **Full** security deposit shall be refunded to the contractor on expiry of **one year** from the actual date of completion of the work.

(c) For work with **three years Defect Liability Period:**

- i) **30%** of the security deposit shall be refunded to the contractor on expiry of **two years** from the actual date of completion of the work;
- ii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of **three years** from the actual date of completion of the work;

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

- i) **No** security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
- ii) **30%** of the security deposit shall be refunded to the contractor on expiry of **four years** from the actual date of completion of the work;

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

Explanation :

The word '**work**' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

- (i)** The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be **three months** from the actual date of completion of the work.
- (ii)** Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be **one year** from the actual date of completion of the work;
- (iii)** Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be **three years** from the actual date of completion of the work;
- (iv)** Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be **five years** from the actual date of completion of the work;

(2) The following paragraph shall be added to the Interpretation Clause of CONDITIONS of CONTRACT:-

"The word 'Government' means the Government of the State of West Bengal in Public Works Department."

This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No.417 Dated 22.08.2017:

This notification will take immediate effect.

By order of the Governor,

Sd/-
(Indevar Pandey)
Principal Secretary
Public Works Department

No. 5784/1(14) - PW/L&A/2M-175/2017

Dated:12.09.2017

Copy forwarded for information to:

1. The Accountant General (A & E), West Bengal, AP Section, Treasury Buildings, Kolkata – 1.
2. The Accountant General (Audit), West Bengal,
3. The Accountant General (RW / LBA), West Bengal, C.G.O.Complex, 3rd MSO Building, Sector - I, Block - DF, 5th Floor, Bidhannagar, Kolkata – 64.
4. The Principal Secretary, Finance Department.
5. The Principal Secretary, Public Works Department.
6. The Managing Director, West Bengal Highway Development Corporation, HRBC Bhaban, Munshi Premchand Sarani, Kolkata – 700021.
7. The Engineer-in-Chief & Ex-Officio Secretary, Public Works Department.
8. The Finance Department, Group – 'T'.
9. The Finance Department. Group – 'N'
10. The Financial Adviser, Public Works Department.
11. The Joint Secretary, Project & Co-ordination / Works / Administration, Public Works Department.
12. The Technical Secretary, Public Works Department.

Sd/-
Joint Secretary (Roads),
Public Works Department

No. 5784/2(3) - PW/L&A/2M-175/2017

Dated:12.09.2017

Copy forwarded for information to :-

1. The Principal Secretary to the Hon'ble Chief Minister, Government of West Bengal.
2. The Senior P.S. to the Hon'ble Minister – in - Charge, Public Works Department, Government of West Bengal.
3. The Senior P.S. to the Chief Secretary to the Government of West Bengal.

Sdf

Joint Secretary (Roads),
Public Works Department

No. 5784/3(200) - PW/L&A/2M-175/2017

Dated:12.09.2017

Copy forwarded for information and necessary action to :-

1. The Chief Engineer, -----(All), P.W. Directorate / P.W.(Roads) Directorate / Social Sector, P.W. Directorate / Electrical, P.W. Directorate.
2. The Superintending Engineer,----- (All), P.W. Directorate / P.W.(Roads) Directorate / Social Sector, P.W. Directorate / Electrical, P.W. Directorate.
3. The Chief General Manager, West Bengal Highway Development Corporation, HRBC Bhaban, Munshi Premchand Sarani, Kolkata – 700021.
4. The Executive Engineer,----- (All), P.W. Directorate / P.W.(Roads) Directorate / Social Sector, P.W. Directorate / Electrical, P.W. Directorate.
5. The Executive Engineer, Kolkata IT Division, P.W. Directorate.

He is requested to upload the Circular in PWD website.

Abhishek

Joint Secretary (Roads),
Public Works Department