

Issued to :-

Address :-

Name of Work :-

West Bengal Form No. 2911/2911 (i) /2911 (ii)
Five only
For works estimated to cost up to 10,000/
Rs.50,000.00/above Rs. 50,000.00.

Price – Rupees One / Three /

No.

of

**ITEM RATE TENDER AND CONTRACT FOR WORKS
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All works proposed for execution by contract will be notified in a form of information 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 tender up 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 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 there with shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the 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.

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 by the Sub-Divisional Officer/ Divisional Officer, or a duly authorized cashier.
8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Public 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 the Rule. I hereof and in clause II of the annexed conditions and with such materials as per provided for, by, and in all other respects in accordance with such conditions so for as applicable.

MEMORANDUM

(a) If several sub works are included they should be detailed in as 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)

10% percent)

(f) Time allowed for the work from date of written

order to commence --- (months)

Item No.	Item of works	Unit	Per	Rate tendered		
				In Figures		In words.
				Rs.	P.	

Note:- To be contained on additional sheets as found necessary.

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 Rs. * is herewith forwarded in currency notes as earnest-money [(a) the fall value of which is to be absolutely forfeited of the Governor or his successors in office, without prejudice to any other right 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 fall amount of security deposit specified in the above memorandum, in accordance with clause 1 (A) of the said condition 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 fall 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 to be taken.

Strike out (b) if no cash security deposit is to be taken.

Dated the day of 20 Y

Witness *

Address

Occupation

Y Signature of contractor before submission of tender.

** Signature of witness to contractor's signature.*

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

Dated the day of 20 Ψ

CONDITIONS OF CONTRACT

Clause 1 — The person/persons whose tender may be accepted (herein after called the contractor) shall (A) within 7 (seven) days of the receipt by him of the notice of acceptance of this tender deposit with the Divisional Officer in Try. Remittance challan a sum sufficient with the amount of the Earnest Money deposited by him with his tender to make up the fall Security deposit specified in the tender and (B) permitting Govt. at the time of contract to deduct such farther sum as will (with the security deposit by him) amount to 10% of all money so payable. Such deductions are to be held by Govt. by way security deposit. Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, in 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 fall percentage of ten percent, by deducting a sufficient sum from every such payment as last aforesaid. All compensation or 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 there from, or from any sums which may be due or may become up to the contractor by Government on any amount 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 case of Government securities endorsed 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 throughout the stipulated period of the contract be proceeded 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

Compensation for delay.

as compensation an amount equal to 1% or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted or unfinished after proper dates. And further, to ensure good progress and 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 on the work before one-half of such time has elapsed, and three-fourths of the work, before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this conditions lie-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 the due quality 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, in the estimated cost of the work as shown in the tender.

Action when whole security deposit is forfeited.

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 cases the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of 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 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 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.

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

In the event of any of the above course 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 advance on account of or which 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 theretofore actually performed under the contract, unless and until the Sub divisional Officer / Divisional Officer will have certificate in writing the performance of such work and the value payable in respect certified thereof, and he shall only be entitled to be paid the value so certified.

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

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 no 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 of the future case of default by the contractor for which by any clauses or clause 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 power (a) or (c) vested in him under the proceeding clause he may if he so desire, 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 on 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 be notice in writing to the contractor or his clerk of the works, foreman or other authorized agents 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 falling to complete with any such requisition, the Divisional Officer may remove them at the contractors expense or sell them by action or private sale on account of the contractor and at his risk in all respects, and the certificate of the Divisional Officer as to 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 and extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution the contractor shall give an immediate report of such hindrance to the Divisional Officer in writing and if he shall desire an extension of time for completion of the work on the ground 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, authorized such extension of time, if any, as may in his opinion, be necessary or proper.

Extension of 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) completion but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have remove from the premises on which the works shall be execute all scaffolding surplus materials and rubbish & cleaned of 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 procession for the purpose of the execution thereof nor until the works shall have been measured by the Engineer -in-charge whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of a scaffolding, surplus materials and rubbish and clearing off dirt on or before the date fixed the completion of the work Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish dispose of the same as he thinks fit and clean off such dirt as aforesaid ; and be the contractor shall forthwith pay the amount of all expenses 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

Payment on intermediate to be regarded as advances.

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. Bill all such intermediate payments shall be regarded as payments by advance against the final payment only not as payments for works actually done and completed, and shall not preclude the requiring of bad, unsound, imperfect or unskillful work to be remove and taken away and reconstructed or reelected or be considered as an admission on the due performance of the contract, of any part thereof, in any respect, or the according of any claim, nor shall it conclude, determine or affect in way the powers of Engineer-in-charge under these conduit ns of any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way very or effect the contract. The final bill shall be submitted by the contractor within one month of the 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 same verified, and the claim as per as admissible adjusted, it possible, before the expiry often 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.

*Submitted
monthly*

*Bills to be on
printed forms*

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.

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 the contractor furnishes to the Engineer-in-charge.

*Payments of
contractor's
bills to
Banks.*

(i) An authorization in the form of a legally valid documents, 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 of his signature on the bill or other claim preferred against Government, before settlement the by Engineer-in-charge of the account or claim by payment to the Bank.

While the receipt given by such Bank shall constitute 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 payments direct and which arc not endorsed in favour of the bank, while efforts will be made to secure payment to the financing Bank, payments made to the contractors should be accepted as full acquaintance so far as Government is concerned. As part of the agreement, 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.

*Stores supplied
by Government*

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 stores, or if it is required that the contractor shall use certain stores to be provide 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 here to 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 than 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 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 Engineer-in-charge. Any such materials unused in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's stores, 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 such materials so supplied to him as aforesaid being unused by him, or for any wastage in o damage to any such materials.

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

Clause 11 — The contractor shall executed the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm 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.

Clause 12 — The Engineer-in-charge shall have power to make any alternations in commissions from, additions to or substitution for the original specifications, drawing, designs and instructions, that may appear, to be necessary of advisable during the progress of work and the contractor shall be bound to carry out the works in accordance with any instruction 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 include in the original tender and any altered, additional or substituted work which 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 proportions that 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 promotion. 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 rate entered in the schedule of rates in 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 or rate 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 or rates or (b) the current market rates of arterials and labour when even basic rates for the work are not

*Alternations in
specifications &
designs.*

*Do not invalidate
contract.*

*Extension of time
in consequence of
alternation.*

*Rates for works
not in estimated
schedule.*

available in the schedule. In case when such rates are determined on analysis by the 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, payment shall be made at the rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this Clause the decision of 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 district 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 the rates in respect 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 of the Superintending Engineer of the Circle shall be final and binding and this contract shall be constructed as if the said revised rates for the said additional materials had been incorporated in this contract as being applicable to such work.

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 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 compensation for alternation in or restriction of work to be carried out.

Clause 14 — 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 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, rectify and paid for, forth with certify, or remove and reconstruct 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 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 respect of the contractor.

Action and compensation payable in case of work.

Works to be opened to inspection.

Clause 15 — All works 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 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. Order given to the contractor agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractors or responsible agents to be present.

Notice to be given before work is covered up.

Contractors liable for damage done & for inspection for 3 months after certificate.

Clause 16 — The contractor shall give not less than five day's 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 case may be measured and correct dimensions thereof be taken before the same is so covered up or place 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 of his subordinate in-charge or 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 be uncovered at the contractor expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same executed.

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 imperfections become apparent in it at any time whether during its execution or within a period of three years after issuance of a certificate of its completion 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) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to contractor by the Govt. or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-charge.(which opinion shall be find out and conclusive against the contractor), of making such damage or imperfections good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Govt. to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

The security deposit of the contractor shall not be refunded before the expiry of **three years** after the issuance of the certificate, final of otherwise, of completion of work by the Engineer-in-charge.

Provided that the work shall not be deemed to have been completed unless the **"Final Bill"** in respect thereof shall have been passed and certified for payment by the Engineer-in-charge;

Provided further that the Engineer-in-charge shall pass the **"Final Bill"** and certify thereon, within a period of **Forty Five Days** with effect from the date of submission thereof by the contractor, the amount payable to the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor within the said period of **Forty Five Days**. The certificate of 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 contractor held with the Govt. under the provision of **Clause 1** hereof shall be refundable to the contractor in the manner provided here under:-

- i) **30%** of the security deposit shall be refunded to the contractor on expiry of **one year** after the issuance of certificate of completion of work.
- ii) Further **30%** of the security deposit shall be refunded to the contractor on expiry of **two years**.
- iii) The balance **40%** of the security deposit shall be refunded to the contractor on expiry of **three years**.

Explanation:-

The word 'work' means and includes Road work, Bridge work, Sanitary and plumbing work, Electrical work and/or any other work contemplated within the scope and ambit of this contract. The work may be of original or special repair in nature or a combination thereof, or of original or special repair in nature in combination with work(s) of repair and/or maintenance in nature.

Provided that in respect of the work of repair or maintenance in nature or a combination thereof, the words **three years** whatever appearing in this clause shall be deemed to be **one year** and in which case the security deposit of the contractor held with the Govt. under the provision of **Clause 1** hereof shall be refundable to the contractor or expiry of **one year** after the issuance of certificate of completion of work by the Engineer-in charge.

(2) The following paragraph shall be added to the **Interpretation Clause** of **CONDITION OF CONTRACT**:

"The word 'Government' of the state of West Bengal of public works department".

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), plants, 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 this 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 requisites number of person or persons with the means & 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 of 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 laic contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient p rot ion 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 persons for injure unstained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person or which may wilt 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

Clause 18A — In every case in which by virtue of the provisions of Section 12 Subsection (1) of the Workmen's Compensation Act. 1932. Government in 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 of 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 if form the security deposit or from any such 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 (I) of the Act. except on the written request of the contractor and upon his giving to Government full security for all cost for which Government might becomes liable in consequence of contesting such claim.

Labour

Clause 18B —In every case in which by virtue of the provisions of sections 12. Sub-section (1) of the Workmen's Compensation Act 1923. Government is obliged to pay compensation to a workmen 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 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.

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

Clause 19B — (a) The contractor shall pay to labour employed by him either directive or through Sub-contractors wages not less than fair wages as define 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 and Abolition) Act- 1970 and the contract labour (Regulation and Abolition) contract 1971, wherever applicable.

(b) The contractor shall not withstanding the provisions of am contract to the contrary cause to be paid fair wages to Labour indirectly engaged on (IK work. including any engaged by his sub-contractors in connection with the said work. as if the labour had been immediately by him.

(c) In respect of all labour directly or indirectly employed in the work for performance of the contractors part of his agreement the contractor shall comply with or causes to be complied with the Central Public Works Department contractors labour Regulations as mentioned in sub-Para (a) above made from time to time in regard to payment of wages, wage period, deductions from wages. Recovery of wages not paid and deductions unauthorisclly made- maintenance of wages books or wages slips, publication of scale of wages an 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 contractor (Regulation & Abolition) Act 1970 Contract labour (Regulation & Abolition) Rule 1971 wherever applicable.

(d) The Divisional Officer / Sub-Divisional Officer concerned shall have the right to deducted from the monks due or the contractor any sum required or estimated to be required for making good the loss suffered by the worker or workers by reasons of nonfulfilmnt of the conditions of the contract for the fulfillment of the conditions of tick contract for the benefit of the worker, non-payment of wages of deductions made from his or their wages which arc not justified by their terms of contractor on observance of the Regulations as mentioned above.

(e) The contractor shall comply with the provisions of payment of wages 1936. Minimum Wages Act. 1948. Employees Liability Act. 1938. Industrial Dispute Act 1947 Maturity benefits Act. 1961 and the Contract Labour (Regulations & Abolition) Act 1970 with the modifications thereof or any other law relation and the Rules made hereunder from time to time.

(f) The Contractor shall indemnity Govt. 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 indemnity from his sub- contractor.

(g) The regulations aforesaid sill be deemed to be a part of this contract any breach livereaf sill 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.

Work not to be sublet.

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

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 to commence an insolvency proceedings or make any composition with his creditors, or attempt so to do 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 or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Divisional office 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 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 thereof actually performed under the contract.

Clause 22 — All sums payable by way of compensation under any of these conditions shall be considered as responsible 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.

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 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 respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what 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 — Omitted vide G.O No. 558/SPW dt. 13.12.2011

Settlement of disputes.

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 articles required therefore or in connection herewith 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 as 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 of aforesaid.

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

Clause 27 — When the estimate on which the tender is made includes lump sums in respect of parts of the work the contractors 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 item, or if the part of 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 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 the regard to any sum or sums payable to him under the provisions of this clause.

Lump sums as 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 instructions and

Action where no specification.

requirements of the Engineer-in-charge.

Clause 29 — The expression "work" or "work" where used in these conditions shall unless 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 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 cost provide his/their labour with hutting on and 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-Divisional 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 clause 10 and 26 for work contracted to be executed and the rates at which they are to be charged.

Particulars	Rates which the materials 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 the tender.

Signature of contractor

Signature of Sub-Divisional Officer / Divisional Officer.

ADDITIONAL CONDITION

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 the 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 quality of there. 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 arrangement for water, both for the work and used by his cloy, 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 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 the 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 the 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 best advantage of Government.
7. Owing to difficulty in obtaining certain materials in the open market due to ware the Government have undertaken to supply materials specified in the schedule on page of the tender form as rate stated therein. There may be delay in obtaining the materials bay the Department and the contractor is, therefore, required to keep himself to touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjusted the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Government on account of delay in supplying materials.
8. The minimum period for which a road roller required to be used a contractor shall be determined by the Executive Engineer of the basis of the quantity of metal that can be consolidated 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. Wherever 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 light. 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 or cost of materials and carriage to place of working.
12. The contractors should give complete specification showing the method of execution and the quantity and quality of material they instead to use per hundred sq. ft. area.

13. In case 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 schedule of miscellaneous rates in the Canal etc.
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 the 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 contractor.

INCONVENIENCE OF THE PUBLIC

16. The contractors shall not deposit material on any site which will seriously inconvenience to 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 erasure 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 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 letter shows slackness in observing this clause.
19. Materials brought at site shall not be stacked at random. The contractor shall attack all these materials as directed by the Engineer-in-charge.
20. All materials brought to the site must be to the approve of the Engineer-in-charge. Rejected materials must be removed by the contractor from the site within 24 hours of the issue forders to that effect. In case a non-compliance with such orders the Engineer-in-charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to any loss or damage on that account.

Departmental materials shall be issued to the contractor to the extent of requirements as assessed and in shall installments as decided by the Engineer-in-charge. Issue of departmental may be of two-categories:-

(A) Materials for which value is to be recovered from the contractor.

(B) Materials which are issued direct to work (in respect of items) the rates of which do not include the cost of these materials)

For materials under category (A) the value of the materials issued to the contractor on usual hand receipts, shall be recovered from the bills of the contractor in one installment, or in successive installments as may be decided by the Engineer-in-charge. For materials under category (B) the contractor will act as the custodian of the Department and he shall take charge of the materials against appropriate receipts signed by him. The contractor shall remain responsible for the proper storage and safe custody of such materials. The rates for relevant items of work shall be deemed to be inclusive of reasonable consideration for such duties and responsibilities as the custodian. Necessary carriage from the nearest departmental go-down to the site of work including loading, unloading and stacking will have to be done by the contractor at his own cost in case of cement and steel materials. In case of bituminous work empty drums must be returned to the nearest go-down or stack yard as directed at his own cost. Empty bitumen or tar drum not returned or damaged by cutting at sides will not be taken back, and recovery will be made at double the Departmental issue rates per drum. All

materials whatever be the category thereof shall be properly stored by the contractor in suitable go-down near the site of work. Under no circumstances whatsoever shall any materials to be removed from the site of work without prior permission of the Engineer-in-charge. The contractor shall be responsible for any damage or loss of such materials unless he can satisfy the Engineer-in-charge that the reasons for such damage or loss are due to circumstances beyond his control. The contractor shall also have to satisfy the Engineer-in-charge regarding the proper utilisation of such materials. The value of any materials which cannot be satisfactorily accounted for shall be recovered from the contractor's bills or other dues at double the issue rate (where such a rate is specified) and where the issue rate is not specified, at 100% excess of the stock issue rate of the then market rate (whichever is higher). The quantities or materials for which such value is to be recovered and the rates of such recovery shall be decided by the Engineer-in-charge. In case of dispute, the decision of the Superintending Engineer of the Circle concerned shall be final and binding. Any materials under category (A) which may be surplus on completion of the work may at sole discretion of the concerned Superintending Engineer be taken back provided the same be of nonperishable nature and has not been damaged in any way. Surplus materials under category (B) shall be resumed to the Engineer-in-charge in good condition.

Subject to condition aforesaid, the following materials, if available, under category (A) shall be issued to the contractor at issued rate noted against each. The materials shall be issued at Sub-divisional go-down or go-downs where such materials may be available and for this purpose a stacking yard shall also be deemed as a go-down. The contractor shall be responsible for carriage of the materials from the place of issue to the site of work including loading, unloading and stacking as his own cost.

Consumption of different materials of construction in the corresponding contract items of works shall be completed on the basis of chart for consumption of Materials as per P.W. (Roads) Department Schedule for Road, Bridge works and as per P.W.D. schedule of Rates of Central Circle for Building works as will be applicable as in force during the years of contract.

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVERNMENT

Road rollers, if available, shall be supplied by the Government on upon payment of hire charges at the rates and on the condition specified below. The contractors should requisition road roller at least to 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 CHARGES

Power Roller (8 ton or above) – Rs. 750.00 (Rupees seven hundred fifty) only per day excluding fuel, lubricants, etc. plus Rs. 400.00 (Rupees four hundred) only per day as wages of operating staff.

N.B. : Per day shall mean a day of eight working hours. Hire charges shall be payable for the full period from the date of issue to the date of return (both days inclusive)

B. CONDITIONS

1. (a) The road rollers will be made over and taken back at the side of work. The roller (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 reasons or reasons mentioned below and provided the contractor submit, within a week of the date of occurrence of the contingency, an application through the Sub-Divisional Officer of the E. I. C. praying for exemption from payment of roller charges (showing reasons and particulars for such claim for exemption) the E. I. C. may at his

discretion and if he is satisfied that there were sufficient reasons, allow exception from payment of the paid roller charges for such days as he may consider reasonable under the circumstance.

The reasons for which exemption may be allowed are:

- i) Continued unfavorable weather conditions for carrying out the particulars type of work which the roller is engaged.
- ii) Lack of roller work for reasons beyond the control of the contractor.
- iii) Diversion of the roller by the Engineer-in-charge to other works.
- iv) Essential repairs.
- v) Any other reasons precluding the work of the roller.

The contractor shall not in any event be entitled to claim any compensation for loss of labour or for any other loss what-so-ever 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 condition.

The maximum time limit including extra allowance In terms of working days for each type of rolling shall be as shown in statements I & II below if the actual number of days the number of days is in excess of such limit the hire charges and the wages of the departments 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 calculation on the specified ceiling limit, the hire charges for roller and the wages of the departmental crew shall be recovered for the number of days calculated on the specified ceiling 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 rollers issued to a contractor are to work for 6 day in the week with stoppage of work no the event day for general cleaning and party repairs. Contractor will pay for hire charges as well as for the wages of the Departmental crew for the whole week.
4. Clean water for operation and washing the rollers shall be supplied by contractor at his cost.
5. Fuel (Petrol, Diesel steam coal) and ancillaries such as match boxes, kerosene oil, fire wood & coition waste for working, lighting up, cleaning etc. of road rollers and diesel oil for diesel road rollers may however be supplied by the department at the rates specified in the agreement and cost debited to the contractor's account accordingly.
6. The grease and lubricating oil required for operating and maintained of the rollers shall be supplied by the Department free cost.

SPECIFICATIONS GOVERNING ISSUE OF ROAD ROLLERS

The number of working days to be allowed for finishing each individual item of work shall be calculated on the basis of limits of works out put specified in statement I & 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 Petrol Diesel or Steam Road Roller — 8 tons or over.

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

TABLE

Sl. No.	Item of works.	Work out-put per working day of 8 hours	
		Floor Limit (Minimum)	Ceiling Limit (Maximum)
1.	a) Rolling sub-grade	1486 Sq.m.	2230 Sq.m.
	b) Earthwork compaction	200 Cu.m.	283 Cu.m.
2.	Rolling boulder soling		
	a) Stone (except laterite) or slag boulders	557 Sq.m.	930 Sq.m.
	b) Laterite boulders	743 Sq.m.	1115 Sq.m.
3.	Consolidation of ballast (size within the range of 75 mm to 125 mm.) :—		
	a) Broken stone (Pakur or Rajmahal or Chandil or Similar hard stone)	23 Cu.m.	34 Cu.m.
	b) Broken stone of variation softer (a) above	25 Cu.m.	40 Cu.m.
	c) Broken slab	25 Cu.m.	40 Cu.m.
	d) Laterite of Jhama	34 Cu.m.	50 Cu.m.
	e) Unbroken stone (e. g. Shingle)	34 Cu.m.	50 Cu.m.
4.	Consolidation metal (size within the range 40 mm. to 75 mm) :—		
	a) Broken stone metal (Pakur or Rajmahal or Rajmahal or Chandil or similar hard stone)	14 Cu.m.	23 Cu.m.
	b) Broken stone metal of variation 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. Shingle or gravel)	34 Cu.m.	50 Cu.m.
5.	Consolidation of Moorum Rolling dry Bajri/gravel in surface dressing works :-	34 Cu.m.	50 Cu.m.
6.	a) On water bound surface	557 Sq.m.	1115 Sq.m.
	b) On black-top surface	650 Sq.m.	1300 Sq.m.
7.	Seal Cost Type 'A7 Seal Cost Type 'B' with stone chipping	800 Sq.m.	1000 Sq.m.
8.	Consolidation of stone dust	100 Sq.m.	150 Sq.m.
9.	Rolling premixed chips Bajri/Gravel		
	a) In 12 nun. (nominal) thick carpet	415 Sq.m.	830 Sq.m.
	b) In 20 nun. (—do—) thick carpet	370 Sq.m.	740 Sq.m.
	c) In 25 mm. (—do—) thick carpet	325 Sq.m.	650 Sq.m.
	d) In 32 mm. (—do—) thick carpet	280 Sq.m.	558 Sq.m.
	e) In 38 mm. (—do—) thick carpet	232 Sq.m.	464 Sq.m.

N.B. :- In case of items not covered by the above or by any stipulations of a particular contract, the limits will decide by the Engineer-in-charge.

STATEMENT - II

For Petrol, Diesel of steam road roller—6 Tones or less. The limits of work out-put to be allowed for Petrol diesel or steam Road Rollers of 6 Tons or less shall be 25% less than the limits for the corresponding terms in statement-I 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 formula, 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 remain unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification unused materials as determined by the Engineer-in-charge shall be made and the material returned to the contractors. Although the materials are hypothecated or Government the contractor undertakes the responsibility for their proper watch safe custody and protection against all risk. The materials shall not be removed from the site of work without the consent of the Engineer-in-charge in writing.

ADDITIONAL CLAUSES

1. In case where the responsibility of despatch of store; 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 load whenever it is possible and economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should get in touch with the purchase Officer concerned and in case of despatch of stores which are the property of the Defense Departmental at the time of despatch the supplier may obtain the advice of the "Movement Control Section", Station Staff Officer or the Controller of Supplies of the station 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 contractor shall be bound to employ unskilled local labour. The expression "local" shall mean the Anchal, the Block, and Thana of the District of the State of West Bengal where the work will be the executed. In case 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 & employ unskilled labour from neighboring areas of that District. In case the work is in the border area of two Districts and there is dearth of adequate number of local labour from the District where the work will be executed, labour may be recruited by the contractor from contiguous area of the other contiguous District. In case local labour will not be available even from other 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 all items of contract jobs requiring skilled labour, the contractor shall have to employ 70% (seventy percent) of skilled labour, locally. In case the contractor fails to recruit skilled local labour, the contractor shall employ skilled labour locally secured by Government in the manner indicated above, for bridge work, highly technical works of framed structural buildings, sanitary and plumbing works, electrical works etc. involving skilled labour, the contractor may with the prior permission import and employed 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 State of West Bengal.

4. Military Credit Notes will only be issued at the despatching station for materials which are the property of Government at the time of despatch. Ordinary credits 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.