

ISSUED TO

Rs. 5,000.00 (Rupees Five thousand) only.

ADDRESS

NleT No. /DMCD(SDRF)/NleT/EE/DED(ES-II)/GTA/2025-26

NAME OF WORK : State Disaster Response Fund (SDRF).

For Works under Gorkhaland Territorial Administration

e-Tender No.

GTA FORM FOR TENDER AND CONTRACT 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 invitation to tender posted in public places and signed by the Engineering Officer not below the rank of Assistant Engineer. 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, design and drawings and other documents required in connection with the work, signed for the purpose of identification by the Engineering Officer not below the rank of Assistant Engineer, shall be open for inspection by the contractor at the office of the Engineering Officer not below the rank of Assistant Engineer 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 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 payment 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 to 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 Engineering officers not below the rank of Assistant Engineer 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 thereupon be given to the contractor who shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of specification 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 of 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 officer not below the rank of Assistant Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the officer not below the rank of Assistant Engineer, or a duly authorized cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the Engineering Department, GTA at their issue rates, shall be filled in and completed in the office of the officer, not below the rank of Assistant Engineer before the tender form is issued. If a form is issued to any 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 of the work specified in the under-written 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 are provided for, by, and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

(a) General Description

.....

.....

(b) Estimated cost..... Rs.

(c) Earnest money..... Rs.

(d) Security deposit (including earnest-money) ... Rs.

(e) Percentage, if any, to be deducted from bills Rs.....(Rupees percent)

(f) Time allowed for the work from date of writtenMonths order to commence

No.	Description of work			Rate tendered	
				In figure	In words

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

Full Name & Address of the Contractor:

Phone No. :

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisional of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Principal Secretary, G.T.A. or his successors in officer the sums of money mentioned in the said conditions.

as compensation an amount equal to one per cent, or such smaller amount as the case may be or the authorized representative.

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 Principal Secretary, G.T.A. or his successors in office, without prejudice to any other rights or remedies of the said Principal Secretary, G.T.A. or his successors in office, should I/We not deposited the full amount of security deposit specified in the above memorandum in accordance with clause I (A) of the said conditions of contract, otherwise the said sum of Rs. shall be retained by Gorkhaland Territorial Administration as on account of such security deposit as aforesaid or (B) the full value of which shall be retained by Gorkhaland Territorial Administration on account of the security deposit specified in clause I (B) of the said conditions of contract].

Signature of Contractor before submission of tender

Dated the Day of 20

Witness

Signature of Witness to contractor's signature

Address

Occupation

The above tender is hereby accepted by me for and on behalf of the Principal Secretary, G.T.A. of the Gorkhaland Territorial Administration.

Dated the Day of 20 xx

Signature of the Officer by whom accepted.

CONDITIONS OF CONTRACT

Clause 1. – The persons whose tender may be accepted (hereafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less, and so on, up to a limit of ten days of the receipt by him, of the notification of the acceptance of his tender) deposit with the Competent Authority/Divisional Officer (if deposited for more than 12 months) a sum sufficient amount of the earnest-money deposited by him with his tender to make up the full security deposit specified in the tender] or (B)[permit Gorkhaland Territorial Administration 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 Gorkhaland Territorial Administration by way of 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, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for Gorkhaland Territorial Administration at the time of making any payment to the contractor for work done under the every such payments as last aforesaid. All compensations or all other sums of money payable by the contractor to Gorkhaland Territorial Administration 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 Gorkhaland Territorial Administration 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 incase or Gorkhaland Territorial Administration 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 of the essence of the contract, on the part of the Contractor) and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the Superintending 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 every day 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 his 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-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor Failing to comply with any of the conditions herein, he shall be liable to pay

Compensation for delay

*Action when
whose of security
deposit is forfeited*

Superintending Engineer (Whose decision in writing shall be final) may decided on the said tendered cost of the whole work for every day that the due quantity of work remains incomplete; PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the tendered amount of the work as shown in the tender.

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 Competent Authority/Divisional Officer, on behalf of the Principal Secretary, G.T.A. shall have power to adopt any of the following courses as he may deem best suited to the interests of Gorkhaland Territorial Administration –

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Competent Authority/ Divisional Officer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and the absolutely at the disposal of Gorkhaland Territorial Administration.
- (b) To employ labour paid by the Development and Planning Department, Gorkhaland Territorial Administration and to supply materials to carry out 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 Competent Authority/ Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Competent Authority/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 Competent Authority / 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 Gorkhaland Territorial Administration 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
compensation if
action not taken
under clause 3.*

In the event of any of the above courses being adopted by the Competent Authority / 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 account, 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 Competent Authority/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.

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

Clause 4 – In any case in which any of the powers, conferred upon the Competent Authority / Divisional Officer by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof an 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 this security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Competent Authority / Divisional Officer putting in force either of the power (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Competent Authority / Divisional Officer whose certificate thereof shall be final, otherwise the Competent Authority / Divisional Officer may be notice in writing to the contractor or his clerk of the work, foreman or other authorised 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 Competent Authority / Divisional Officer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at this risk in all respects, and the certificate of the Competent Authority / Divisional Officer as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension of time

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 such hindrance to the Competent Authority / Divisional Officer in writing and if he shall desire and extension of time for completion of the work on ground thereof he shall apply in writing to the Competent Authority / 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 Competent Authority / Divisional Officer shall, if in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

Clause 6. – On completion of the work, the contractor shall be furnished with a certified by the Competent Authority / /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 cleaning off the dirt from all wood work doors, windows, walls, floors or other parts of any building, in, upon or about which the works is to be executed, 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 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 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.

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 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 complete, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or re-elected or be considered and admission of the performance of the contract, or any part thereof, in way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary of affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payment on intermediate certificate to regarded as advances

Clause 8 – Payment of bill on its production will be made after successful execution of the work subject to availability of fund and no claim, whatsoever, will be entertained for any delay of payment. No escalation charge will be entertained against any N.I.T/any accepted tender.

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 pursuance of these condition, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Submitted monthly

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.

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

Bills to be on printed forms

Payments of contractors' Bills 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, present 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 Gorkhaland Territorial Administration a letter to his effect.

Note 1. The procedure will not affect the usual rights of Gorkhaland Territorial Administration to deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to Gorkhaland Territorial Administration on account with the Gorkhaland Territorial Administration.

Note 2. Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-à-vis the Principal Secretary, G.T.A.

*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 store, or it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores, and the prices to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control meaning of effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of a 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 Gorkhaland Territorial Administration securities, the same or a sufficient portion thereof being in his case sold for the purpose. All materials supplied to the contractors shall remain the absolute property of Gorkhaland Territorial Administration and shall not 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 any wastage in or damage to any such materials.

*Works to be
executed in
accordance with
specification,
drawing, orders
etc.*

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 confirm exactly fully and faithfully to the design, 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, 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 expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

*Alteration in
specifications
and designs.*

*Do not invalidate
contract*

Clause 12 – The Engineer-in-charge shall have power to make any alternations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered. Additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same rates, if any, may be specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted works includes any class of work, for which no rate is specified in this contract, then such class of work be carried out at the rates entered in the Schedule of rates of the Northern Circle for the year 2008-2009 with upto date corrigendum effect from 30th April 2010 which was in force at the 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 rates payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates or materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In case when such rates are determined on analysis by 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 a dispute rates determined on analysis for any altered, additional or substituted work under this clause, the decision of Superintending Engineer of Gorkhaland Territorial Administration shall be final and binding.

*Extension of
time in
consequence of
alteration*

*Rates for
works not in
the estimated
schedule.*

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 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 of such additional materials and the Engineer-in-charge may revise such rates having regard 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 the dispute the decision of the Superintending Engineer of Gorkhaland Territorial Administration 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.

Deleted vide West Bengal Works and Building Department Resource Branch No. 2217 (2)-
Re. dt.12/9/1950.

Clause 13 – If at any time after the commencement of the work the Principal Secretary, G.T.A. shall for any reasons 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 of the contractor who shall have no claim to any payment of 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 alteration in or restriction of work to be carried out

Clause 14 – If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or article provided by him for, or otherwise not in accordance with contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of not withstanding that the same may have been in adherently 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, than 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 shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Action and compensation payable in case of bad work.

Clause 15 – All 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 the Engineer-in-charge and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intension 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 contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present

Clause 16 – The contractor shall give not less that five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up to 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 or measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses 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 up.

Vide G.O. No. 4142-A Dt. 26.8.1977.

Clause 17- If the contractor, or his workmen 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 wired, trees, grass or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or id any damage shall happen to the work while in progress, from any cause whatever or 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 otherwise of its completion shall have been given at his expenses or in default the Engineer-in-charge as aforesaid, the contractor shall make the same good at his expenses or in default the Engineer-in-charge may cause the same be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

Contractor liable for damage done and for imperfections for 3 months after certificate.

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

Provided that the work shall not be deemed to have been completed unless " Final Bill" in respect there of 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 Government under the provision of Clause 1 hereof shall be refundable to the contractor in the manner provided hereunder.

- (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 work '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. The work may be of original or special repair in nature or a combination thereof, or original or special repair in nature in combination with the work(s) or repair and/of maintenance in nature.

Provided that in respect of the work of repair of maintenance in nature or a combination thereof, the words three years wherever appearing in this clause shall be deemed to be one year and in which case the security deposit of the contractor held with the Government under the provision of clause 1 hereof shall be refundable to the contractor on 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 Conditions of contract:

"The work '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. 614; Dated; 06/07/2012.

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 refundable 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 store's), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works 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 be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require 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 expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, or action other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in 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.

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

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

1. Gorkhaland Territorial Administration shall not be to contest any claim made against it under Section 12, Sub-section (1) o the said Act, except on the written request of the contractor and upon his giving to Gorkhaland Territorial Administration full security for all costs for which Gorkhaland Territorial Administration might became 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 years shall be employed on the work vide letter no. 4783/A/Dt. 7.5.1976 for Enmgr.in chief and Ex. Officio Secretary P.W.D W.B

- a) The Contractor shall pay to labourer 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 with in the State of West Bengal or as per the Provisions of the Contract Labour (Regulation and A) Act., 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (b) The contractor shall not withstanding the provisions of any contract of 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 work Department Contractor's Labour Regulations as mentioned in Sub-para (a) above made from time to time in regard to payment of wages period, deductions from wages recovery of wages not paid deductions unauthorisedly made maintenance of wage books or slips publication of scale of wages and other terms of employment, Inspection and su

mission of periodical returns and all other matters of the like nature or as per provisions of the Contract Labour (Regulation & Abolition) Rules, 1971 wherever applicable.
- (d) The Divisional Officer/Competent Authority 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 deductions made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.
- (e) The contractor shall comply with the provision 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 (Regulation & Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the Rules made there under from time to time.

- (f) The Contractor shall identify the Government against payment to be made and for observance of the aforesaid and the C.P.W.D Contractors 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 this contract and any breach thereof shall be deemed to be a breach of the contract.

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

Clause 21 – The contract shall not be assigned or sublet without specified orders from Government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempts so to do, or become insolvent or commence any involency proceedings or make any composition with his creditors, or attempts so to do, 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 Gorkhaland Territorial Administration in any way relating to his office of employment, or if any such officer or person shall become in anyway directly or indirectly interested in the contract, the Divisional Officer / Competent Authority 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 Gorkhaland Territorial Administration and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 22 – All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to applied to the use of Gorkhaland Territorial Administration 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.

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 Gorkhaland Territorial Administration 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.

Clause 25- Except where otherwise provided in the contract all questions and disputes relating of the meaning of the specification, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or Relating to the contracts, design, drawings, specification, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, where arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chief Engineer of the Deptt. should the Chief Engineer be for any reason unwilling or unable to act as such arbitrator such questions and disputes shall be referred to an arbitrator to be appointed by the Chief Engineer. The award of the arbitrator shall be final, conclusive and binding on all parties to his contract. The award shall be a speaking one that is the arbitrator shall recite facts and assign reasons in support of the award after discussing fully the claims and contention of the parties. This clause shall not be applicable for contracts up to Rupees One hundred Lakh only.

Clause 25 of the Condition of the contract shall be omitted. This has the concurrence of G O W B , Finance (Audit)

Department vide their U.O. No. 1323 dated 8/12/2011 and Notification No. 558/SPW dated 13/12/2011 of Secretary, Public Works Department, Government of West Bengal.

Clause 26 – The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacturer which may be required for the work, or any part thereof or in making up articles required thereof or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charges 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 contractors shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 28 - In the case of any class of work for which there is not 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.

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 or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered substituted or additional.

Clause 30 - The contractor(s) shall at his/her 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 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 thereof.

Interpretation clause –

The Principal Secretary means the Principal Secretary of Gorkhaland Territorial Administration and his successors.

The Superintending Engineer means the Superintending Engineer holding charge of the G.T.A. concerned for the time being.

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

The Competent Authority means the Assistant Engineer for the time being of the Sub Divisional concerned. Works importing the singular number only include the plural number and vice versa.

Schedule showing (approximately) materials to be supplied by the Engineering Department under Clause 10 and 26 for work contracted to be executed and the rates at which they are to be charges for

ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the Sub-Divisional Office, the value of the cement returned to the Department will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of Executive Engineer or the Sub-Divisional Officer (if nominated for the purpose by the Executive Engineer) he may be held guilty of theft. In this connection the provision of Clause 10 may be referred to where it is clearly stated that all materials issued to the contractors shall remain the property of the Gorkhaland Territorial Administration.
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. Contractor will be responsible for the payments of all water charges payable to the Corporation of Calcutta or any other water works authority including a Gorkhaland Territorial Administration department concerned.
4. If the contractor shall desire an extension of the 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 allow the Divisional Officer to consider it and the contractor will be responsible for the consequences arising out 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 Gorkhaland Territorial Administration property and will be disposed of to the best advantage of Gorkhaland Territorial Administration.
7. Owing to difficulty in obtaining certain materials in the open market due to war or for any other reason the Gorkhaland Territorial Administration have undertaken to supply materials specified in the schedule on Page12 of the Tender Form or any where in the Tender document at rates stated therein. There may be delay in obtaining the materials from the Engineer-in-charge and to so adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials it should be clearly understood that no claim whatsoever shall be entertained by Gorkhaland Territorial Administration 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 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 provided by the contractors on the barriers as well as paraffin light. Facilities for the electric connection may be made by this Department if available 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 contractor should give complete specification showing the method of execution and the quantity of materials they intend to use per hundred sq. meter 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 not done, Government shall make the requisite payments as would have been paid by the contractor and recover the cost from the contractors.

Inconvenience of the Public

16. The contractor(s) shall not deposit materials on any site, which will seriously inconvenience the public. The Engineer-in-charge may require the contractor(s) remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.
17. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish etc. will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.
18. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site or premises cleared of debris etc. and recover the cost from the bill of the contractor, if the latter shows slackness in observing this Clause.
19. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.
20. Payment will be made as per availability of fund and no claim of the contractor for delayed payment will be entertained Vide G.O. No. 4736/A dt. 10.11.64.

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVERNEMENT

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 rollers at least two weeks before the date on which the same are required mentioning the dates on which delivery is desired. Incase 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.

Amended & Substituted vide Govt. in P.W.D's memo No. 1298-A dated 31.3.79.

A-Hire Charges

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 rollers 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 the 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 reasons for which exemption may be allowed are :

- (i) Continued unfavorable weather conditions for carrying out the particular type of work on which the roller engaged.
- (ii) Lack of roller work for reason 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 utilized 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 numbers of day of roller work exceed the limits based on the specified ceiling limits for the numbers 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 rollers 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 stream 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 OF ROAD ROLLERS

The number of working days to be allowed for finishing each individual item of work shall be calculated in the basis of work out put specified in Statements 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 – 8.13 tonne or over.

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

TABLE
STATEMENT-II

Sl. No.	Item of work	Work out-put Working day of B Hours		Remarks
		Floor limit (Minimum)	Ceiling limit (Maximum)	
1.	Rolling sub grade -	1,486 Sq.m.	2,230 Sq.m	
2.	Rolling boulder solling – 21. Sotre (except laterite) of Slag boulders (b) Laterite boulders	558 Sq.m. 743 Sq.m.	929 Sq.m 1,116 Sq.m	
3.	Consolidation of ballast (Size Within the Range of 7.5 cm. to 12.5 cm) (a) Broken stone (Pakur or Rajmaha or Chandil or similarly hard stone) (b) Broken stone varieties softer than (a) above ⊗ Broken slab (d) Laterite of Jhama (e) Unbroken Stone (e.g. shingle)	23 Cu.m. 25 Cu.m. 25 Cu.m. 34 Cu.m. 34 Cu.m.	34 Cu.m 40 Cu.m 40 Cu.m 51 Cu.m 51 Cu.m	
4.	Consolidation of metal (Size Within the Range of 3.75 cm to 7.6 cm) (a) Broken stone metal (Pakur or Rajmahal or Chandil or similarly hard stone) (b) Broken stone metal of softer than (a) above ⊗ Broken slab metal (d) Laterite of Jhama metal (e) Unbroken Stone (e.g. shingle or gravel)	14 Cu.m. 17 Cu.m. 17 Cu.m. 28 Cu.m. 34 Cu.m.	23 Cu.m 28 Cu.m 28 Cu.m 45 Cu.m 51 Cu.m	
5.	Consolidation of moorum	34 Cu.m.	51 Cu.m.	
6.	Rolling dry chips / Bajri/Gravelin surface Dressing work – (a) On Water-bound surface (b) On brick-top surface	558 sq.m. 650 Sq.m.	1116 Sq.m. 1300 Sq.m.	
7.	Rolling premixed chips / Bajri / Gravel – (a) In 19mm. (Nominal) thick carpet (b) In 25 mm. (Nominal) thick carpet ⊗ In 32 mm. (Nominal) thick carpet (d) In 38 mm. (Nominal) thick carpet	372 sq.m. 325 Sq.m. 279 sq.m. 232 Sq.m.	743 Sq.m. 650 Sq.m. 558 Sq.m. 465 Sq.m.	

N.B. in case of items not covered by the above or by any stipulation of particular contract.the limits, will be as decided by the Engineer in charge.

For petrol, diesel, steam road roller or diesel road roller 6.00 tones or less.

Time limits of work out put to be allowed for petrol, diesel or steam road rollers of 6,10 tones or less shall be 25% less than the time allowed for the corresponding item in statement –I above.

Amended of clause 3 of additional clauses in pages 12 of the West Bengal Standard Contract From No. 2911,' 2911 (i), 2911 (ii) and on from No. 2912 vide GO. No. 5396-Adt.15.5.76 in partial Modification of the G.O.No.33-Adt.7.1.74

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

TAR AND BITUMEN

21. 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 started and shall hypothecate it to the Engineer-in-Charge against money advanced by Gorkhaland Territorial Administration, if any bitumen or tar remain unused on completion of the work on account of lesser use of materials in actual execution for other than contractor changes of specification and abandonment of portion of work a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the materials returned to the contractor. All though the materials are hypothecated to Gorkhaland Territorial Administration the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from the site of work without the consent of the Engineer-in-Charge in writing.

ADDITIONAL CLAUSES

21. In cases where the responsibility of dispatch of stores rests with the suppliers but the freight is payable by the purchaser, the supplier should contract 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 the Purchase Officer concerned and in cases of contract of stores which are the property of the Defence Department at the time of contract, the supplier may obtain the advice of the "Movement Control Section, Station Staff Officer" or the Controller of Suppliers of the station concerned.
2. The contractor will have to make his own arrangement for the carriage of materials.
3. For all items of contract works requiring unskilled labour, the contractor shall be bound to employ unskilled local labour. The expression 'local' shall mean the Anchal, the Block, the Thana of the District of the State of West Bengal where the work will be executed. In case of non-availability of such unskilled local labour and other difficulties experienced by the contractor in recruiting such local labour, the contractor may with the prior permission in writing of the Engineer-in-Charge of the work, recruit and employ unskilled labour from 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 areas 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, employ imported labour of other states.

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

For all items of contract job requiring skilled labour, the contractor, shall have to employ 70% (seventy percent) of skilled labour locally. In case the contractor fails to recruit skilled local labour the contractor shall employ skilled labour locally secured by Government in the manner indicated above. For Bridge works, highly technical works of framed structural buildings, Sanitary & Plumbing works, Electrical works, etc. involving skilled labour the contractor may with the prior permission in writing of the Engineer-in-Charge to whom full facts must be placed for such permission, import and employ skilled labour upto 30% (Thirty percent) of the total requirement. In this case the expression "Imported labour shall mean labour imported primarily from other States and secondarily, from the distant district of the States of West Bengal".

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

Security
deposit

5.

21. In case offenders limited to the registered P. W. D. and C. B. D. contractors only:

21. The tenderers who hold the requisite fixed deposit will be exempted from depositing any earnest money.

ii) The tenderers who do not hold the requisite fixed security, shall have to deposit initially the earnest money as specified in clause I (e) i.e., @ 2.% of the estimated, amount put to tender in the manner as slated in clause 7 (seven) above.

C i) In respect of the successful tender the earnest money on acceptance of the tenders, shall be converted as a part of a security deposit, if the security money fails short of @2% of the tendered amount

ii) The tenderers who hold the requisite fixed deposit necessary 10 (ten percent) Security shall be ontrac by recovering from the progressive bill @ 10% (ten percent) of the amount of each such bill.

iii) In other cases the balance 8% (eight percent) shall be recovered from the progressive bill @8.% (eight percent) of the amount of each such bill.

iv) In all cases the amount of ontrac of the final bill will be so adjusted as to mate the total amount of security equivalent to 10% (ten percent) of the total value of work so executed.

Deduction of
Income tax.

6. Deduction of income Tax from contractor's bills should be made as (aid down in memo No. F. No. 275/9/72 ITJ dt. 29.5.72 to Ministry of Finance (Dept. of Revenue & Insurance) Govt. Of India its amendments, if any.

Canvassing

7. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.

8. The successful tenderer will have to submit the following copies of the contract documents within 7 (seven) days from the date of the receipt of letter of acceptance of tender. Failure to do so within the specified time will constitute a breach of the contract rendering the contract liable to termination with forfeiture of security to the extent of amount of the initial earnest money specified in clause I ® above without any reference to the contractor.

9. The contractor must obtain the Licence under the Contractor Labour (Regulation & Abolition) Act/1970 and the certificates for the same should be submitted to the **Engineer-in-charge.**

(Signature of the Officer by whom accepted)

SPECIAL TERMS & CONDITIONS & SPECIFICATIONS

(A) Special Terms & Conditions.

*General
Conditions &
Specifications*

21. (a) i) All works are to be carried out in accordance with the General conditions & Specifications of **Executive Engineer, G.D.E.C/G.T.A.** in force at the time of acceptance of the tender.

ii) The specifications for Work not covered by the specifications laid down in the Circle Schedule shall be governed by I. S. I. Code of Practice & as per best practice according to the direction of the Engineer-in-charge.

iii) In addition to above the special terms & conditions & Specifications as mentioned hereinafter shall be applicable.

b) If the stipulation of the various contract documents be at variance in any respect, one will override the other (only in so far as these are at variance) in order of precedence is given below.

21. Notice Inviting
Tender.

ii) Specific priced schedule of probable items with approximate quantities.

iii) Special Terms and Conditions & Specifications.

iv) Printed Tender Form.

v) General Conditions and Specification of the Circle Schedule as defined in clause I (a) (i) above.

*Character of
Site*

2. Before submission of tenders, the contractors shall inspect the site of work, get themselves thoroughly acquainted with the local conditions and difficulties under which the work will have to be carried out. They should consider among others, the nature of soil, climatic conditions of the locality, dearth of water in the area of work, condition of existing katcha & pucca roads, transport difficulties non existence of roads in many places etc. Extra cost involved due to above factors shall have to be borne by the tenderer and should therefore be included in the rate to be quoted by them.

Incidental fees

3. All rates to be, quoted by the contractors shall be inclusive of all incidental fees and charges e.g. Royalties, Octroi tax of ontract. Electricity, water and other charges of Municipalities or statutory bodies. Sales Tax, Income Tax, etc. Nothing extra will be paid on any such account.

*Supply of
materials*

4. The supply of materials viz, cement, steel ontract etc. which will be issued by this Deptt. May not be continuous uniform and regular. No claim whatsoever will be entertained for detention or loss of contractor's labour & conveyances etc. arising out of such irregular of the ontract mentioned above.

Idle labour

5. No claim for idle labour would 'be entertained under any circumstances.

*Charge &
fees payable
by
the contractor*

6. The contractor shall pay all charges and fees legally payable for acts arising out their work and hold the employer free from all such costs.

Transport

7. The contractors shall arrange all transport including Rly. Wagons required for carriage of all tools and plant implements and ontract etc. at their own cost. The Deptt. Will however recommend for issue of priority for wagons for movement of tools and plant, ontract etc. on the basis of application made by the contractors but no guarantee for the same can be ensured and nothing is binding on the Deptt. No claim whatsoever will be admissible on this account.

8. The contractor shall provided all pumping and other arrangements that may be necessary to remove from or keep out of foundations or any part of the structure under construction, normal seepage water, subsoil water, and rain water, what so ever such pumping or other necessary arrangements shall not be paid for separately and the cost thereof is to be included in the contractors of relevant item of works.

*Pumping
dewatering
etc.*

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

Water

10. The contractors shall arrange for temporary sheds & latrines, water supply etc. arrangement for the use of his staff and latrine clean and disinfected, as will be directed by the Engineer-in-charge of work and shall remove those Completely on completion of the work and the group restored to its original condition to the satisfaction of the Engineer-in- charge.

*Sheds for staff
and labour*

11. The contractors shall make their own arrangement for storage space and godown for their tools & plant materials etc. and shall also erect at their own cost necessary sheds and godowns for proper storage of Govt. materials such as cement, steel materials etc. which will issued to them as necessary, from time to time.

*Storage of
Govt.
Materials*

All sheds, godowns, vats, platforms etc. constructed by the contractors for constructional purpose shall have to be removed by them on completion of the work at their own cost and the ground restored to its original condition to the satisfaction of the Engineer-in-charge. Before using any Govt. land for the above purpose prior approval of the Engineer-in-charge is to be obtained. The land will, however be given free of rent for the above purpose, if available.

12. The contractor shall within seven days of the receipt of order to take up works, supply at his own cost work order book to the Sub-Divn. Officer concerned. The work order book shall be kept at the site of work under the custody of the S. D. O. or his authorized representative. The work order book shall have machine numbered page in triplicate. Direction or instructions from Departmental. Officers to be issued to the contractor will be entered (in triplicate) in the work order book (except when such direction or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries in the work order book also record thereof the action taken or being taken by him complying with the said directions, instruction or any relevant point relating to the work. The contractor or his authorized representative may take away the duplicate page of the work order book for his own record.

*Work order
book*

In case of supplementary items or of claims may not be entertained unless supported by entries in the work order book or any written order.

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

- a) Name of the work,
- b) Reference to Contract No
- c) Contractual rate,
- d) Date of opening the work order book,
- e) Name & address of the contractor,
- f) Signature of the contractor
- g) Name & address of the authorize representative (if any) of the contractor authorized by him.
- h) Specific purpose for which the contractor's representative is authorized to act, on behalf of the contractor
21. Signature of the authorized representative duly attested by the contractors, j) Signature of the S. D, O. concerned,
- k) Date of actual completion of work.
- l) Date of recording final measurements.

Entries vide (k) and (l) above shall be filled in on completion of the work and before the work order book recorded in the office of the Sub-Divisional Officer concerned.

Cleaning the site

13. Before starting any work, work site where necessary, must be properly dressed after cutting, cleaning & clearing all varieties of jungle and shrubs including bamboo clusters or any undesirable vegetation from within the boundary or alignment of site of works, for which nothing will be paid extra unless specifically provided in the priced schedule

Authorised representative

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

Any Notice Correspondences etc. issued to the authorized representative or left at his address will be deemed to have issued to the contractor himself

The provision of a power of Attorney, if any, must be to the approval of the Deptt..Otherwise the Deptt. Shall not be bound to take cognizance of such power of Attorney.

Local labour

15. For all items of the contract works requiring unskilled labour, the contractor shall be bound to employ unskilled local labour. The expression local' shall be Anchal: the Block, the Thana or 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 contractor 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 the 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 the contiguous areas of the other contiguous districts. 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 in writing 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 Govt, or labour imported by Govt. 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 Govt. and the contractor, will be final and binding on the parties.

Fails to recruit skilled local labour the contractor shall employ skilled labour locally secured by Govt. 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 full facts must be placed for such permission import and employ skilled labour up to 30% (thirty percent) of the total requirement. In this case the expression "imported labour" shall mean labour imported, primarily from other States and secondarily from the distant of the State .of West Bengal.

Temporary pillars pegs etc.

16. The contractor must erect temporary pillory as many as requited in suitable places as directed by the **Engineer-in-charge** at his own cost before starting the work from which the Departmental staff will layout all important levels and fix ailments. All threads, pegs, nails, flags, labour etc. required for selling out the levels and laying out different structures and ailments shall also be supplied by the contractor at their own cost.

17. All works shall be carried out in conformity with the drawing approved by this deptt. The contractor shall have to carry out all works according to the detailed drawings ready at present and those which 'will be prepared and furnished by this Departmental during executing of work from time to time subsequent on later dates.

Works to be carried out in conformity with drawing

18. The responsibility for stacking the serviceable materials obtained during execution to be decided by the Engineer-in-charge and handing over the same to the Officer in charge of work of this Deptt. Lies solely with the contractor and nothing will be paid on this account in case of any loss or damage of serviceable materials prior over handing over the same to this Deptt. Full value will be recovered from the contractor's bill at rate as assessed by the Engineer-in-charge.

Serviceable Materials

19. The contractor shall remove all unserviceable materials at the places as directed. He should level and dress up the work site after completion of work as per direction of the Engineer-in-charge of work.

Unserviceable materials

20. The items of work not occurring in the Specific Priced Schedule will be considered Supplementary items.

Supplementary item.

The rates of Supply, items of work will be determined in order of precedence as given below not withstanding what has been stated in clause 12 of GTA Form.

21. The rates will be derived where possible, from the Schedule of Rates of PWD & PW®D for item of work and plus/minus contractual percentages.

ii) The rates will be derived where possible, from the rates of allied items of work appearing in the specific priced Schedule plus/minus the contractual percentages.

iii) The rates of item (or part thereof) which cannot be derived by any of the above processes, shall be determined from the then market rates of materials and labor plus profit and overhead charges which (taken together) shall constitute 10% (ten percent) on the cost of materials and labors (excluding cost of materials supplied by the Departmental but contractual- percentage will be applicable on these materials.

21. The following materials will be supplied to the contractor by the Deptt. If and as necessary from the Deptt. Godown/stockyard as stated in clause 1 (m) of para 2 of the rates quoted against each. These materials shall have to be carried by the recipients by trucks, carts or by container head load as necessary from the points of delivery to the actual site of work their own cost. The rates to be quoted by the contractor must therefore be inclusive of cost of all such carriage materials.

Issue of Materials

Materials required for steel & cement will be supplied by the agency.

1.	Cement & Steel	Contractors Supply.
----	----------------	---------------------

* Note : Cut pieces of steel materials left surplus on completion of work shall not be taken back if the same is considered as unsuitable for utilization in other works.

Issue of materials, Schedule of rates PWD (W.B.) for building works during the year 2010-11 effective from 01.08.2010 with latest corrigendum.

N.B.:- Cut pieces of Steel materials will not be taken back by this department generally but the contractor will have to obtain permission from the **Engineer-in-charge** or his representative before disposal. Steel materials required for manufactured articles, such as Grills, Collapsible Gates, Steel Windows, Rolling Shutters etc. will not be supplied by this department.

The cost of the materials, supplied by this Deptt. to the contractor will be recovered from their bill in one or more installments as may be decided by the **Engineer-in-charge** according to the rules in force.

Basis of consumption of materials to be issued by this Deptt shall be guided approved consumption chart of this deptt..

22. Power Roller may be lent out if available by the Deptt. to the contractor on payment of hire charges etc. as per Govt. Order No. 1298/- A dt 31.3.79. The contractor is to make his own arrangements for other tools and plant. If possible the following tool and plant may, however, be lent out to the contractor on payment of hire charges as mentioned against each. The contractor shall, at his own cost and expenses carry the same to the site of work from the point where the delivery may be given and on completion of work return the place as may be directed by the **Engineer-in-charge**. The hire charges shall be payable for the full period from the date of issue to the date of return (both days inclusive). Any damage while in the custody of the contractor shall have to be made good at his own cost.

Tools & Plant

Hire charges of Tools and Plant :-

a) Road Roller (6/8 Tones or above)		

N.B. i) Per day means eight working hours. Hiring charges shall be payable for the full period from the date of issue to the date of return (Both days inclusive)

ii) Hire charges mentioned above are exclusive the cost of types of fuels. Fuels required to run the tools and plants are to be arranged by the contractor and the cost for the same to be borne by contractor.

iii) All types of fuels stores etc. used for running the tools and plant lent out by Deptt.. must be to the approval of the **Engineer-in-charge**.

If any tools and plants other than those specified above, are required and issued by the Deptt.. in the interest of the work. Hire charges, as be fixed by the **Superintending Engineer**, Gorkhaland Territorial Administration shall be binding.

if the service of Departmental mechanic or any staff be utilized for running of or repairs to tools and plant the pay and allowances, and incidental charges (if any) at departmental approved rates shall be recovered from the contractor.

(B) Special Specifications :
(A) FOR UNLOADING, LOADING & CARRIAGE OF MATERIALS

1. Railway Receipt being endorsed by the Departmental Officers will be handed over to the contractor through work order book mentioning the date and time. In the absence of Rly. receipt the contractor will arrange to make delivery of the materials on production of an Indemnity Bond as per direction in that work order book. Departmental staff will accompany with the contractor to the station and release the materials from the Rly. authority and hand over the same to the contractor after obtaining a katcha receipt noting date and time therein for transporting same to the desired place. Short receipt of materials, if any will be recorded by the Deptt. staff in the Rly. register to take other necessary action in this respect.

Railway Receipt

2. Demurrage charges, where fare charge and penalty if any charged by the Rly. authority due to non-clearance of the materials from Rly. wagons or from the site of the Rly. compound in time, through contractor's negligence or fault will have to be paid by the contractor and this Deptt. will not assume any responsibility for such charges. In case of nonpayment of such charges by the contractor to the Rly. authority, this will be paid by the Deptt. and the same will be recovered from the contractor's bill.

Demurrage charges etc.

3. Credit notes as and when are available, will be issued (but not as a matter of course) for payment of Rly. freights. In case such credit notes or Departmental case is not available readily for payment of Rly. freights, the contractor will have to pay the same in due time. The said amount of freight only excluding demurrage, warfare etc. thus paid by the contractor will however be repaid to the contractor, as early as possible on receipt of bill (supported by relevant Money Receipt granted by the Rly.) for it.

Credit notes

All arrangement should be made for clearance and distribution of cement that may arrive from time to time by ship to Kolkata and the Same to be cleared within the free time limit Some quantity of materials are to be carried by Road to different godowns of this Deptt.

Operational area

4. The operational area for the works may be extended beyond the territorial jurisdiction of the Division concerned at the discretion of the Engineer-in-charge without any extra cost.

(C) MODES OF MEASUREMENT

Unless specifically mentioned in priced schedule, the following modes of **measurements** shall be adopted, *General*

1. Where it would not be possible to adopt the usual procedure of borrow-pit measurement due to existence of old borrow pits in half hazard condition and also due difficulties in measuring the borrow pit. the **Engineer-in-charge** shall have sole power to allow profile measurements for which there may not be specific mention in the item of the tender.

Earth work in that case shall have to be done in the shape of trapezoidal continuous or discontinuous drains where necessary as per direction of the Engineer-in-charge and for (his no extra amount should be paid to the contractor. *Profile measurement*

For good earth, carted earth and for earth which profile measurement has been specified in the item, the earth work for the road embankment completed strictly according to the specifications by method of average areas of sections based on level sections taken before the commencement & after completion of the earth work at distances not more than 30 meter apart in presence of the contractors or their authorised representatives. The contractor should satisfy himself before commencement of work regarding correctness of level as shown in the drawing. Tie contractors or their authorised representatives. The S.O. concerned and the S.D.O will have to sign the level books. If the contractors or their representatives fail to attain the leveling work after serving the notices to that effect the level taken by the Deptt. will have to be accepted by the contractor and no subsequent claim on this account will be entertained.

The measurement of road embankment shall include only the net volume of earth work the embankment between the original surfaces and the surface of the finished road embankments completed according to the drawings and specifications or instructions of the **Engineer-in-charge** in writing and accepted by the **Engineer-in-charge**.

All other conditions and specifications for ordinary earth work not in conflict with the above will also hold good in addition.

The rate should include the cost of boiling out water, shoring etc. from borrowing area. I other conditions for ordinary earth work with hold good in this cash too.

Payment for earthwork shall be made on the basis of the rates provided for in the item wherein due consideration given for average lead and lift considering the distance and location spots of lands acquired. No extra shall be paid to the contractors for lead and lift over and above the rate provided for in the item.

In case of earthwork, where payment is made on pit measurement 10% of the value of earthwork will be withheld from the bills. In such case, the contractor shall remove the witness and dress the spoils obtained immediately after obtaining the payment for such earth work and shall apply for refund of the withheld amount within 30th (Thirty) days of the payment through the Sub-Divisional Officer concerned, failing which the withheld amount will forfeited.

*Bituminous
macadam,
crete and
dense carpet*

2. Unless specifically mentioned otherwise in the description of the items itself payment of bituminous macadam create, and dense carpet with sealing cost will be made on compacted thickness will be made or compacted on level taken after compaction done as-per direction of the Engineer-in-charge. Thickness will be taken level section, taken before laying bituminous macadam or crate or dense carpet and after completion of macadam or create a dense carpet with sealing cost as the case may be. In addition to above, if required thickness may be checked by cutting holes at intervals as directed by the Engineer-in-charge through the compacted bituminous macadam or create or dense carpeted surface and holes should be filled up by the same quality of materials and compacted properly by the contractor at his own cost.

*Carriage &
excavated
earth*

3. Where earth is to be carried from any excavation, the measurement of carriage of excavated earth will be taken on the basis of earth excavated.

(Signature of the Tenderer)

(Signature of the Officer by
Whom accepted)

The following certificates should be signed by the tenderer unconditionally before submission of the tender.

CERTIFICATE

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We shall be bound by conditions laid down in the Notice Inviting Tenders, Special terms and conditions and specification. Specific Priced Schedule and as also GTA Form. I/We have gone through the current Schedule of rates and General Specifications now in force in the P. W. Department. Government of West Bengal, and also the I. S. I. Code of practice. I/We also uniformly maintain such progress with the work as may be directed by the Engineer-in-charge of the work to ensure completion of same within the target date.

(Postal Address in Block letters)

(Signature of the Tenderer)