Issued to :—

Name of works :—

West Bengal Form No-2911 / 2911 (i) / 2911 (ii)

FOR WORKS ESTIMATED TO COST UPTO

Rs 10,000 / Rs 50,000 / above Rs 50,000, Price-Rs one / Three / Five only

No. **of**

ITEM RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorising him to do so. Such power-of-attorney is to be produced with the tender and save in the case of a firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tenders, 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 submits a seperate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.

5. The Divisional Officer / Sub-Divisional Officer, or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractors 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 a clerk for any momey paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer / Divisional Officer and the contractor shall be responsible for seeing that he procures a receipts signed by the Sub-Divisional Officer / Divisional Officer, or a duly authorised cashier.

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

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of the work specified in the under-written memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof 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.

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

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

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

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

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

(Rupees.....per cent.....)

(f) Time allowed for the work from date of written order to commence.....month

Item No.	Item of Works	Unit	Per	Rate tendered		
				Rs.	P.	In Words

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

Full Name & Address
of the Contractor

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

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

Dated the Day of 20

X

Witness

X

Address

Occupation

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

Dated the Day of 20

Give particulars and numbers. Strike out (a)if no case security deposit is to be is taken. Strike out (b)if any case security deposit is taken.

† Signature of Contractor before submission of tender

& Signature of X Witness to contractor's signature

XX Signature of the Officer by whom accepted.+

XX

CONDITIONS OF CONTRACT

Clause 1. The person whose tender may be accepted (hereafter called the contractor) shall(A)[(within one day for a contract of Rs.1000 or less, two days for one of Rs.2000 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 Sub-divisional Officer/Divisional officer in cash or Government securities endorsed so the sub-divisional Officer/Divisional Officer (if deposited for mote than 12 months) a sum sufficient with the 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 government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him) amount to percent of all moneys so payable such deductions to be held by Government by way of security deposit].Provided always that in the event of the contractor depositing a lump sum by way of security 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 Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payments as last aforesaid. All compensations or all other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good incase or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

Security deposit

Clause 2. – The time allowed for carrying out the works 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

Compensation for delay.

FROM : FAX NO. : 10 Apr. 2012 5:40PM P1

Action when whole of security deposits is forfeited.

for everyday that the work remains uncommenced or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within ..... days from the date of the order for commencement for work and deligently continue such work and further to ensure good progress and 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 on such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation as amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decesion in writing shall be final) may decide on the said tendered amount of the whole work for everyday that the due quantity of work remains in complete 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 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 instalments) to the Divisional Officer, on best suited to the interests of Government–

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Officer shall be conclusive evidence), and in which case the security deposit of the contractor shall be stand forfeited and be absolutely at the disposal of Government.

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the works or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price of certificate of the Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in have been paid to the original contractor, if the whole work had been executed by Officer shall be final and conclusive) shall be brone and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

Contractor remains liable to pay compensation, if action not taken under cluse 3.

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

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

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

Clause 5.–If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidable hindered in its execution, the contractor shall give an immediate report of such hindrance to the Divisional Officer in writing and if he shall desire an extension of time for completion of the work on the ground thereof, he shall apply in writing to the Divisional Officer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Divisional Officer shall, if in his opinion (which shall be final) reasonable grounds be shown therefor, authorise such extension of time, if any, as may, in his opinion be necessary or proper. *Extension of time.*

Clause 6.–On completion of the work, the contractor shall be furnished with a certificate by the Sub-divisional Officer / Divisional Officer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors, windows, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Enginer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof. *Final certificate.*

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

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

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

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

(i) an authorisation in the form of a legally valid document, e.g. irrevocable power-of-attorney conferring authority on the Bank to receive payment; and

(ii) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government, before settlement by the Engineer-in-charge of the account or claim by payment to the Bank.

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

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

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

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

Stores supplied by Government.

Clause 10.–If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by 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 aforsesaid being unused by him, or for any wastage in or damage to any such materials.

Works to be executed in accordance with specifications, drawings, 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 conform exactly, fully and faithfully to the designs drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Alterations in specifications and designs.

Do not invalidate contract.

Clause 12.–The Engineer-in-charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates, if any, may be specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of .....,

Extension of time in consequence of alteration.

I & W Deptt. which is in force at the time of acceptance of the contract minus / plus, the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in-charge under (a) above, the stipulated

Rates for works not in estimated schedule.

percentage above or below schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above, payment shall be made at percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause the decision of Superintending Engineer, of the Circle, shall be final and binding.

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

No compensation for alteration in or restriction of works to be carried out.

Clause 13.–If at any time after the commencement of the work the Governor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work.

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 unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided by him, for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be removed the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such, failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Work to be open to inspection.

Clause 15.–All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and all his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if he had been given to the contractor himself.

Contractor or responsible agent to be present

Notice to be given before work is covered up.

Clause 16.–The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordiante in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or 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 expense, or, in defult thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfections for 3 months after certi/scate.

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 wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work 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 by he Engineer-in-charge as aforesaid, the

contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter become due to contractor, or from his security deposit, or the proceeds of the sale the thereof, or of a sufficient portion thereof.

The security deposit of the contractor made in the manner provided in clause I thereof, shall be refundable on the expiry of 3 months (6 months in the case of a road work) after the issue of the certificates, final or otherwise of the completion of the work, subject to the condition that no such refund of security deoposit shall be allowed till the final bill has been prepared and passed, provided, however, that in the case of a road work if in the opinion of the Engineer-in-charge, half of the security deposit will be refundable after 3 months of the issue of the said certificate of completion. Provided further that in the case of any work (whether road, building, bridge, electrical, sanitary and plumbing etc.) where the Engineer-in-charge is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reasons beyond his control, the Engineer-in-charge in his discretion may make a proportionate refund of the security deposit to the contractor.

The contractor shall be responsible for rectifying defects in 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.

Contractor to supply plant, ladders, scaffolding, etc.

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

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

Clause 18-A.–The contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by the Government to the contractor for use in the execution of the works under this contract and shall be liable for any loss of any damages caused to the said rollers, machinery, tools and implements by any reason whatsoever during the period the same are in the possession of the contractor and shall on demand pay to the Government such amount as may be fixed by the Government for such loss and damages, the decision of the Government in 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 18-B–In every case in which by virtue of the provisions of sections 12, Sub-section (1) of the Workmen's Compensation Act 1923. Government is obliged to pay compensation to a workmen employed by the contractor, in execution of the works. Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Government under section 12, Sub-section (2) of the said Act. Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Government to the contractor wheather under this contract or otherwise.

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

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

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

Clause 19-B– (a) The contractor shall pay to labour employed by him either directly or through the contractors, wages not less than fair wages as defined in the C. P. W. D. contractor's Labour Regulations in so far as such Regulations have application within the State of West Bengal or as per the provisions of the contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable. *Labour*

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

(c) In respect of all labour directly or indirectly employed in the work for performance of the contractors part of his agreement to contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations as mentioned in sub-para (a) above made from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wages slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Rules 1971 wherever applicable.

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

(e) The contractor shall comply with the provisions of payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act 1938. Industrial Dispute Act, 1947 maternity Benefit Act, 1961 and the contract Labour (Regulations & Abolition) Act, 1970 of the modifications thereof or any other laws relating thereto and the Rules made thereunder from time to time.

(f) The contractor shall indemnify Government against payment to be made under and for he observance of the laws aforesaid and he C.P.W.D. contractor's Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnify from his sub-contractors.

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

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

Clause 21.–The contract shall not be assigned or sublet without specific order from Government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may there-upon by notice in writing rescind the contract and the security deposit of the contractor shall there-upon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensure as if the contract had been rescinded under clause 3 here of and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to be sublet.

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

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

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

Changes in constitution of firm.

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.

Works to be under direction of Superintending Engineer.

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

Settlement of disputes.

Clause 25.–Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, 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 designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether 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.

[Note– This clause (Viz. Clause 25) shall not be applicable if the estimated cost put to tender or the tendered amount whichever is less, in respect of the work covered by the contract, does not exceed Rs. 1,00.00 Lakhs (Rupees one hundred lakhs only). This is as per G.O. No. 1626(8)-IA dt. 23.11.2001 of I & W. Deptt. Govt. of W.B.]

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

Clause 26.–The contractor shall obtain from the stores of the Engineer-in-charge, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles required therefor or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price which for the purposes of this contract shall include the cost of carriage, incidental charges and storage charges, the last being recoverable in additional and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lump sums as in estimates

Clause 27.–When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of 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.

Action where no specification.

Clause 28.–In the case of any class of work for which there is no such specification as in mentioned in Rule 1, such work shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of works.

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 constracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

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

INTERPRETATION OF CLAUSE.

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

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

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

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

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

Particulars	Rates at which the material will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

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

Signature of contractor

Signature of Sub-Divisional Officer
Divisional Officer.

ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the Sub-divisional Officer, the value of the cement returned of 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 to the Executive Engineer or the Sub-divisional Officer (if nominated for the purpose by the Executive Engineer) he may be held guilty of theft. In this connection the provision of clause 10 may be referred to, where it is clearly stated that all materials issued to the contractors shall remain the property of Government.

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

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

4. If the contractors shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Divisional Officer to consider it and the contractor will be responsible for the consequences arising out of his negligency 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 matrials) obtained in the work of dismantling, excavation, etc., will be considered Government property and will be disposed of to the best advantage of Government.

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

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

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

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

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

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

13. In cases where water is used by the contractor he will be required to deposit in advance with the Executive Engineer the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the 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 everyday and if this is 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 material on any site which will seriously inconvenience the public. The Engineer-in-Charge may require the contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

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

18. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-Charge may get the site 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 availibility of fund and no claim of the contractor for delayed payment will be entertained. Vide G.O. No. 4736/A dt. 10.11.67.

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY GOVERNMENT

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

Amended & Substituted vide Govt. in P. W. D.'s memo No. 1239-A dated 31.3.79.

A-Hire Charges

Power Roller (8 ton or above)–Rs. 750.00 (Rupees seven hundred fifty) only per day excluding fuel, lubricants, etc. plus Rs. 400=00 (Rupees four hundred) only per day as wages of operating staff.

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

B-Conditions

1. (a) The power roller will be made over and taken back at the site of work. The Roller charges (which include the hire charges and the wages of the departmental crew) shall be recovered at the prescribed rates from the date of the power roller is made over till the date it is taken back even though the rollers may not have been working. If, however, a roller remains idle for two or more days at a stretch for any of the reasons or reasons mentioned below and provided the contractor submits, within a week of the date of occurrence of the contingency, and 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 claims for exemption) the Engineer-in-charge may, at this 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 unfavourable weather conditions for carrying out the particular type of work on which the roller is engaged.

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

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

(iv) Essential repairs.

(v) Any other reason/s precluding the work of the roller.

The contractor shall not in any event be entitled to claim any compensation for loss of labour or for any other loss 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 equipment shall be fully utilised for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working conditions.

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

2. The department 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 perty repairs. Contractor 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 ancillarles 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 contractors this expenses Steam coal for steam road rollers and diesel oil for diesel road rollers may, however, be supplied by the Department at the rate specified in the agreement and the cost debited to the contractor's account accordingly.

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 limits of work out-put, specified in Statements I and II below.

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

STATEMENT–I

(a) For steam road roller or diesel road roller–8 tonnes or over.

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

Serial No.	Items of Work	Time to be allowed for completion No. of working days		Remarks
		Floor limit (Minimum)	Ceiling Limit (Maximum)	
1.	Rolling sub-grade	1486 Sq. m.	2,230 Sq. m.	
2.	Rolling Boulder Soling–			
	(a) Stone (except laterite) of slag boulders	558 sq. m.	929 sq. m.	
	(b) Laterite boulders	743 sq. m.	1,116 sq. m.	
3.	Consolidation of ballast (size within the Rang of 7.5 cm. to 12.5 cm).–			
	(a) Broken stone (Pakur or Rajmahal of Chandil or similarly hard stone)	23 Cu. m.	34 Cu. m.	
	(b) Broken stone varieties softer than (a) above	25 Cu. m.	40 Cu. m.	
	(c) Broken slag	25 Cu. m.	40 Cu. m.	
	(d) Laterite or Jhama	34 Cu. m.	51 Cu. m.	
	(e) Unbroken stone (e.g. shingle)	34 Cu. m.	51 Cu. m.	
4.	Consolidation of metal (size within) the range of 3.75 cm. to 7.5 cm.)			
	(a) Broken stone metal Pakur or Rajmahal or Chandil or similarly hard stone	14 Cu. m.	23 Cu. m.	
	(b) Broken stone metal of softer than (a) above	17 Cu. m.	28 Cu. m.	
	(c) Broken slag metal	17 Cu. m.	28 Cu. m.	
	(d) Laterite or Jhama metal	28 Cu. m.	45 Cu. m.	
	(e) Unbroken stone (e.g. shingle or grave)	34 Cu. m.	51 Cu. m.	
5.	Consolidation of moorum	34 Cu. m.	51 Cu. m.	
6.	Rolling dry chips Bajri/Gravel is surface dressing works–			
	(a) On water-bound surface	558 Cu. m.	1,116 sq.. m.	
	(b) On brick-top surface	650 Cu. m.	1.300 sq.. m.	
7.	Rolling premixed chips Bajri/Gravel–			
	(a) In 19 mm. (Nominal) thick carpet	372 sq. m.	743 sq.. m.	
	(b) In 25 mm. (Nominal) thick carpet	325 sq. m.	650 sq.. m.	
	(c) In 32 mm. (Nominal) thick carpet	279 sq. m.	558 sq.. m.	
	(d) In 38 mm. (Nominal) thick carpet	232 sq. m.	465 sq.. m.	

STATEMENT–II

(b) For petrol, diesel, steam road roller or diesel road roller–6 tonnes or less.

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

TAR AND BITUMEN.

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

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

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

ADDITIONAL CLAUSES

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

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

3. For all items of contract works requiring unskilled labour, the 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 cases of non-availability of such unskilled local labour and other difficulties experienced by the contractor in recruiting such local llabour, the contractor may, with the prior permission in writing of the Engineer-in-charge of the work, recruit and employ unskilled labour from neighbouring areas of that District. In case the work is in the border area of two districts and there is dearth of adequate number of local labour from the district where the work will be executed, labour may be recruited by the contractor from continuous areas of the other 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 labours from the other disricts of the State of West Bengal and in case the same be not available then the contractor may, with the permission of the said Engineer-in-charge, employ imported labour of other States.

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

For all items of contracts jobs requireing 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 labour the contractor may with the prior permission in writing with the Engineer-in-charge to whom full facts must be placed for such permission, import and employ skilled labour upto 30% (thirty percent) of he total requirement. In this case the expression "Imported labour shall mean labour imported primarily from other Sates and secondarily, from the distant districts of the State of West Bengal."

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