

TENDER

ULUBERIA MUNICIPALITY

NO..... OF

Serial No.

TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the Guidance of Contractors.

1. This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Executive Officer / Authorised Officer shall also be open for inspection by the contractor at the municipal office 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 to be produced with the tender and save in the case of a firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.

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

4. Any person who submits a tender shall fill up the usual Printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelop.

5. The Executive Officer / Authorised Officer 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 above Rs. 5 lac. 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 othe documents mentioned in Rule 1. In the event of a tender being rejected above Rs. 5 lac. the earnest money forwarded with such unaccepted tender shall be refunded as early as possible from the date on which the tender is decided provided the contractor(s) present himself / themself before the Executive Officer / Authorised officer 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 Authority and the contractor shall be responsible for seeing that he procures a receipt signed by duly authorised cashier.

8. The memorandum of work tendered for, shall be filled in and completed in the office before the tender form is issued. If a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

I/We hereby tender for execution of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in clause II of the annexed conditions and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

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

(b) Estimated cost Rs.

(c) Earnest money Rs.

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

(e) Time allowed for the work from the date of written orders to commence

	Months	days
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Item	Item of work	Unit for	Rate tendered (in words)
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Note:- To be continued on additional sheets as found necessary.

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

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

Dated, the day of20

Witness**

Address

Occupation

Signature of the tenderer / Tenderers

With date

Signature of the Chairman / Executive officer

The above tender is hereby accepted by me.

Dated, the date of 20

*Give particulars and numbers, strike out (a) if no cash security deposit is to be taken. Strick out (b) if any cash security deposit in taken signature of contractor before submission to tender.

** Signature of witness to contractors signature.

* Signature of the officer whom accepted.

CONDITIONS OF CONTRACT

Security deposit.

Clause 1.- The person / persons, whose tender(s) may be accepted (hereinafter called the contractor(s) shall permit Municipality at the time of making any payment to him / them for work done under the contract to deduct such sum at such rate as along with the sum already deposited by him / them as Earnest Money which Amount to 10% (ten percent) of the value of work done without any maximum limit.

Such Deductions to be held by the Municipality by way of Security Deposit. Provided always that the Municipality for this purpose shall be entitled to recover 10%(ten percent) of the amount of Security; Deposit is realised.

Compensation for delay

Clause 2.- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract by proceeded with, with all the diligence (time being deemed to be of the essence of all the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal one percent or such smaller amount as the Chairman (Whose decision in writting shall be final) may decide on the amount of the tendered amount of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. The Contractor shall commence executions of such part of the work as may be notified to him within days from the date of the order form commencement for work and diligently 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 exceed's one month to complete one-fourth of whole of the work before one-fourth of the whole time allowed under the contract has elapsed one-half of the work, before one half of such time has elapsed, and three-fourth of the work, before three fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Chairman (whose decision in writting shall be final) may decide on the said tendered amount of the whole work for every day that the due quantity of work remains incomplete, PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the tendered amount of the work as shown in the tender.

Action when whole of security deposit forfeited.

Clause 3.- In any case in which under any clause or clauses of this contract the contractor shall have tendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) Chairman shall have power to adopt any of the following courses, as he may deem best suited to the interest of Municipality.

- a) To rescind the contract (of which rescission) notice in writing to the contractor under the hand of the Chairman shall be conclusive evidence and in which case the security deposit of the contractor shall stand forfeited, and will be absolutely at the disposal of Municipality.
- b) To employ labour paid by the Municipality and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost of price a certificate of the Chairman) 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 Chairman 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 Chairman shall be final and conclusive shall be borne and paid by the original contractor and may be deducted from any money due of him by Municipality under the contractor or otherwise, or from his security deposite or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Municipality the contractor shall have no claim to compensate 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 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 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 Chairman 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.

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

Clause 4.- In any case in which any of the powers, conferred upon the Chairman by clause 3 thereof shall have become exercisable and the same shall not be exercised, the non-exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event in any

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

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 Chairman putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Chairman whose certificate thereof shall be final, otherwise the Chairman may be noticed in writing to the contractor or his clerk of the works, 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 Chairman may remove them at the contractor's expense or sell them by auction or private sales on account of the contractor and at his risk in all respects and the certificate of the Chairman 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.

Extension 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 unavoidable hindered in its execution, the contractor shall give an immediate report of such hindrance to the Chairman 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 Chairman within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Chairman shall if in his opinion (which shall be final) reasonable grounds be shown thereof, authorise such extension of time, if any as may, in his opinion, be necessary or proper.

Final certificate

Clause 6. - On completion of the work, the contractor shall be furnished with a certificate by the Engineer / Sub - Assistant Engineer of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors, windows, walls, floors, or other parts of any building, in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer / Sub-Assistant Engineer whose measurements shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of his clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer / Sub-Assst. Engineer 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 or any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Payment on intermediate certificates to be regarded as advances.

Clause 7.- No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill therefor be entitled to receive a monthly payment, if fund is available, proportionate to the part thereof then approved and passed by the Engineer / Sub -Assistant Engineer 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 payment 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 re-constructed, 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 work accordingly shall be final and binding on all parties.

Clause 8.- A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer / Sub - Asstt. Engineer for all work executed in the previous month, and the Engineer / Sub - Asstt. Engineer 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 tendays from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer / Sub - Asstt. Engineer 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 / Sub - Asstt. Engineer may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be on Printed Forms

Clause 9.- The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer / Sub-Asstt. Engineer 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 rate hereinafter provided for such work.

Works to be executed in accordance with specification drawings orders etc.

Clause 10.- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction 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 the site of the work for the purpose of inspection during office hours, and contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies.

of the specifications and all such designs, drawings and instructions as aforesaid.

Alteration in specifications and designs

Clause 11.- The Engineer/Sub-Asstt. Engineer shall have power to make any alterations in, omission 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 / Sub-Asstt. Engineer and such alteration, 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

Do not invalidate contracts,

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 the contractor 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 / Sub-Asstt. Engineer 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, than such class of work shall

Extention of time in consequence of alteration.

be carried out at the rates entered in the schedule or rates of the district, which was in force at the time of the acceptance on 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 payments thereof shall be made by the Engineer / Sub - Asstt. Engineer 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 / Sub-Asstt. Engineer 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

Rate of works not in estimated schedule.

(b) above payment shall be made at the rates so determined without application of the said stipulated percentage, in the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of Chairman shall be final and binding.

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

Claluse 12. - If at any time after the commencement of the work the Municipality 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 instruction which shall involve any curtailment of the work as originally contemplated.

Clause 13. - If it shall appear to the Engineer / Sub-Asstt. Engineer or his subordinate

Action and compensation payable in case of bad work.

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 article 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 / Sub-Asstt. Engineer specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer / Sub - Asstt. Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one per cent, 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 / Sub-Asstt. Engineer may rectify or remove, and re-execute the work or remove and replace with other, 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 14.- 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 / Sub-Asstt. Engineer and his subordinates and the contractor shall at all times during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer / Sub-Asstt. Engineer or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible agent to be present.

Clause 15.- The contractor shall give not less than five days's notice in writing to the Engineer / Sub-Asstt. Engineer or his subordinate in Charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer / Sub-Asstt. Engineer or his subordinate in charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered up.

Notice to be given before work is covered up.

Clause 16.- 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 post 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 before 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 the Engineer / Sub-Asstt. Engineer as foresaid the contractor shall make the same good at his expense, or in default the Engineer / Sub-Asstt. Engineer may cause the same be made good by other workmen and deduct to the expense (of which the certificate of The Engineer / Sub-Asstt. Engineer shall be final) from any sums that may be then, or any time thereafter become due to contractor or from security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

The Security deposit of the contractor made in the manner provided in Clause 1 thereof shall be refundable on the expiry of 3months (6 months in the case of a road work) after the issue of the certificate, final or otherwise of the complection of the work subject to the condition that no such refund of security deposit shall be allowed till the final bill has been prepared and passed, provided however, that in the case of road work if in the opinion of the Engineer-in-charge half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after three months of the issue of the said certificate of completion. Provided further that in the case of any work (Whether Road, Building, Bridge, Electrical, Sanitary and plumbing etc.) where the Engineer / Sub-Asstt. Engineer is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reason beyond his control the Engineer / Sub-Asstt. Engineer 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 refunded after the expiry of this period.

Contractor to supply plant, ladders, scaffolding etc.

Clause 17.- The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with contract be supplied from the Engineer / Sub-Asstt. Engineer 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 satisfying or complying with the requirements of the Engineer / Sub-Asstt. Engineer 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 work, and counting, weighing and assisting in the measurement or conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor 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 maybe provided by the Engineer / Sub-Asstt. Engineer 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 deposite or the proceeds of sale thereof

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

or of a sufficient portion thereof. The contractor shall also provided all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 17. A- The contractor shall be responsible for proper care and caution in respect of all rollers if supplied by the Municipality.

Clause 17. B- In every case in which by virtue of the provisions of Section 12, sub-section (1) of the Workmen's compensation Act, 1923, Municipality is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Municipality will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Municipality under section 12, sub-section (2) of the said Act, Municipality 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 Municipality to the contractor whether under this contract or otherwise.

Municipality 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 or Municipality full security for all cost for which Municipality might become liable in consequence of contesting such claim.

Clause 18.- No labour below the age of twelve years shall be employed on the work,

Clause 18.A- (a) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractors' Labour Regulation in so far as such Regulations have application within the state of West Bengal or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, Wherever applicable.

(b) The contractor shall notwithstanding the provision 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-contractor in connection with the said work, as if the labour had been immediately employed by him.

(c) In respect of all labour directly or indirectly; employed in the work for performance of the contractor's part of his agreement, the contractor shall comply with or cause to be complied with the Central Public Works Department Contractors' Labour Regulation 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 wage 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 & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Rules, 1971 wherever applicable.

(d) The Chairman 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 fulfilment 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 (Regulation & Abolition) Act, 1970 or the modifications thereof any other laws relating thereto and the Rules made thereunder from time to time.

(f) The Contractor shall indemnify Municipality against payment to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractors' Labour Regulations having application with the State of West Bengal without projects to his right to claim indemnity from his subcontractors.

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

Work on
sunday

Work not to
be sublet.

Clause 19.- No work shall be done on Sunday without the sanction in writing of the Engineer-in-charge.

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

Clause 20.- The contract shall not be assigned or sublet without specific orders from Municipality 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, prerequisite, 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 Municipality in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Chairman may there upon 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 Municipality and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

Sum payable by
way of compensa-
tion to be consid-
ered as reasonable
compensation
without reference
of actual loss

Clause 21.- 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 Municipality without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

Change in
constitution of
firm.

Clause 22.- In the case of a tender by partners any change on the constitution of the firm shall be forthwith notified by the contractor to the Engineer / Sub-Asstt. Engineer for his information.

Works to be
under direction
of Chairman

Clause 23.- All works to be executed under the contract shall be executed under the direction and subject to approval in all respects of the Chairman 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.

Lump sums in estimates

Clause 24.- 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 / Sub-Asstt. Engineer capable of measurement, the Engineer / Sub-Asstt. Engineer, may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer / Sub-Asstt. Engineer 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 25.- In the case of any class of work for which there is no such specification as is mentioned in rule I, such work shall be carried out in accordance with the distinct specification and in the event of there being no distinct 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 26.- 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 construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Clause 27.- The contractor (s) shall at his their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/They shall also at his/their own cost make arrangements for the laying of pipe lines for water supply to his/their labour camp from the existing mains wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

ADDITIONAL CONDITIONS

1. 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.

2. Contractors will be responsible for the payment of all water charges payable to the Municipality or any other water works authority including of Government department concerned.

3. If the contractor shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the chairman to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.

4. The contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will be entitled to any extra payment on this account

5. Contractor 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 Municipality property and will be disposed of to best advantage of Municipality.

6. The contractor shall have to make his own arrangement of Road Roller and Road Roller, if available may be supplied by the Municipality on payment of hire charges as determined by the Municipality.

7. A Notice shall be displayed at the site work of like "পৌরসভার কাজ চলছে" and in case of M.P.L.A.D. works "মাননীয় সাংসদ সুলতান আহমেদ নির্ধারিত তহবিল থেকে" and the Cost thereof shall be borne by the contractor.

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

9. Whenever a work is carried out in a municipal area, electric light or a electric danger signal wherever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by the Municipality but the cotractor will bear all the expenses.

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

11. The contractor should give complete specification showing the method of execution and the quantity and quality of materials they intend to use per hundered sq. meter area.

12. In case where water in used by the contractors he will be required to deposit in advance with the Engineer / Sub-Asstt. Engineer the charges for water are to be calculated in accordance with the schedule of miscellaneous in the Canal Act.

13. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, Municipality shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors..

INCONVENIENCE OF THE PUBLIC

14. The contractor (s) shall not deposit materials on any site which will seriously inconvenience the public. The Engineer / Sub-Asstt. Engineer may require the contractor (s) to remove any materials, which are considered by him to be danger or inconvenience to the public or cause them to be removed at the contractor's cost.

15. The contractor undertaken to have the site clean free from rubbish to the satisfaction of the Engineer / Sub - Asstt. Enginner. All surplus materials, rubbish, etc. will be removed to the places fixed by the Engineer / Sub-Asstt. Engineer and nothing extra will be paid.

16. 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 / Sub-Asstt. Engineer 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.

17. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer / Sub-Asstt. Engineer.

Signature of Contractor

Signature of Chairman / Ex. Officer