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of

ITEM RATE TENDAEER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDENCE OF CONTRACTORS

1. All work proposed for execution by, contract will be notified in a form of invitation to tender posted in public places and signed by the Chief Executive 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 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 specification, designs and drawing and any other documents required in connection with the work, signed for the purpose of identification by the Chief Executive Officer shall also be open for inspection by the contractor at the office of the Authority during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof , or , in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power- of –attorney to be produced with the tender and save in 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 alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out of the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Chief Executive Officer, or his duly authorized 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 being accepted, 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 refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself/themselves before the Chief Executive 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 of clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Chief Executive Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Account Officer.
8. The memorandum of work tendered for and the schedule of materials to be supplied by the SJDA and their issue rates, be filled in and completed in the office of the Authority before the tender for 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 the completes and delivers his tender.

(2)

TENDER FOR WORKS

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

MEMORANDUM

(a) If Several such works are included they should be detailed in a separate list.

(a) General Description

(b) Estimated Cost Rs.

© Earnest moneyRs.

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

(e) Time allowed for the work from date of written order to commence.....months

Item No.	Item of work	Unit	Per	Rate tendered	
					In word

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Note: To be continued on additional sheets if found necessary

(3)

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 Authority the sums of money mentioned in the said conditions

Give particulars and members Strike out (a) if nocash security deposit is taken

The sums of Rs..... is herewith forwarded in Demand Draft as

earnest-money (a) the full value of which is to be absolutely forfeited to the Authority without prejudice to any other rights or remedies of the said Authority should I/We fall 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 Rs.....shall be retained by Authority as on account of such security deposit as aforesaid or (b) the full value of which shall be retained by Authority on account of the security deposit specified in clause 1(B) of the conditions of contract)

Strike out (a) if nocash security deposit is taken

Signature of contractor before submission of tender

Au Dated the _____ day of 20.....

Signature of witness to contractor's Signature

Witness

Address

Occupation

Signature of the Officer by whom

The above tender is hereby accepted by me on behalf of the Authority

accepted

Dated the

day of

20

Security deposit

Chief Executive Officer,
Siliguri Jalpaiguri Development

Authority,

Siliguri.

CONDITION OF CONTRACT

Clause 1.-The person/persons whose tender may be accepted (hereinafter called the contractor) shall (a) within one week of the receipt by him of the notification of the acceptance of his tender deposit with the authority in taken of Demand Draft 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 Authority at the times 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.

Compensation
delay for

Payment of all moneys so payable such deductions to be held by Authority by way of security deposit] Provided always that the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then 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 Authority 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 for every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Authority under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sum which may be due or may become due to the contractor by Authority on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Authority 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.

Such smaller
amount as the
Executive Engineer
whose decision in
writing

Clause 2- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, 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, of such smaller amount as the Executive Engineer whose decision in writing 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

Action when
whole of security
deposit is forfeited

on commenced, or unfinished after the proper date. The contractor shall commence execution of such part of the work as may be notified to him within 15 (fifteen) days from the date of the order for 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 case in which the time allowed for any works exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed one half of the work before one half of such time has elapsed, and three-fourth of the work, before three fourth of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent 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.

Clause 3- In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) the **Chief Executive Officer**, on behalf of the Authority shall have power to adopt any of the following courses, as he may deem best suited to the interests of Authority.

- (a) to rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Authority.
- (b) To employ labour paid by the S.J.D.A. and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the E.E. 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, had been carried out by the contractor under the terms of his contract, the certificate of the E.E. as to the value of the work done shall be final and conclusive against the contractor.
- (c) The measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and give it to another contractor to complete, in which case may expenses which may be incurred in excess of the sum which work had been executed by him (of the amount of which conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Authority 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

payCompensations
if action not taken
under clause 3

In the event of any of the above courses being adopted by the E.E. the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account 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 this contract, unless and until the Chief Executive Officer will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

Clause 4- In any case in which any of the powers conferred upon the Executive Engineer by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and liability of the contractor for past and future compensation shall remain unaffected. In the event of the **Executive Engineer** 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 net being applicable, at current market rates to be certified by the **Executive Engineer** whose certificate thereof shall be final, otherwise the E.E. may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him 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 E.E. may remove them at the contractor's expenses or sell them by action or private sale on account of the contractor and at his risk in all respects, and the certificate of the E.E. 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 contractor.

Extension time

Final Certificate

Clause 5- If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution the contractor shall give an immediate report of such hindrance to the C.E.O. 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 C.E.O. within 7 days of

the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the C.E.O. shall if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time if any, as may , in his opinion, be necessary or proper.

Payment
on intermediate
certificates to be
regarded as
advance

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

Submitted
monthly

Clause 7- No payments shall be made for works estimated to cost less than rupees one lac till after the whole of works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one lac, the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof than approved and passed by the **Engineer-in-Charge** whose certificate of such approval 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 ban, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed or reerected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the according 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

Bills to be on
printed forms

Payments of
Contractors bills to

Banks

by the contractor within one month of the date fixed for completion of the work, otherwise the **Engineer-in-Charge** certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

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

Clause 9- The Contractor shall submit all bills on the printed forms to be had on application at the office of the **Chief Executive Officer** 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.

Stores supplied by
Government.

Clause9A-(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 Chief Executive Officer

- (i) an authorisation in the form of a legally valid document, e.g. inexecutable 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 Authority or his signature on the bill or other claim preferred against Authority, before settlement by the **Chief Executive Officer** of the account or claim by payment to the Bank.

While in 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 Authority is concerned. As part of the arrangement, the financing Bank should given Government a letter to this effect.

Note 1.- The procedure will not affect the usual rights of Authority to

deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to Authority on account of penalties, over-payments, etc. on this or any other contract with the Authority.

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

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

Clause 10- If the specification or estimate of the work provided for the use of any special description of material 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 therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of his 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 his 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 of 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 his case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Authority, 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 a foresaid being unused by him, or for any wastage in or damage to any such materials.

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

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

Action and compensation payable in case of bad work

Works to be open to inspection

Contractor or responsible agent to be present

Notice to be given

Clause 12- The **Engineer-in-charge** shall have power to take my alterations in admission from, addition to of substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or admissible 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 writing signed by the **Engineer-in-charge** and such alteration, omissions, additions or substitution, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered additional or substitution 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 respect 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 he altered additional or substituted work includes any class of work, or which no rate is specified in this contract, when such class of work shall be carried out at the rates entered in the schedule of rates of the district which was in force at the time of the acceptance of the contract minus/ plus the percentage which the total tendered amount bears to be 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 basis rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour when basic rates for the work are not available in the schedule. In case when such rates are determined on analysis by the **Engineer-in-charge** under. (a) above the stipulated percentage above or below schedule of rates as provided in the contract shall also apply, and in case or rates work out on analysis under (b) above payment shall be made to the rates or determined without application of the said stipulated percentage. In the event of any dispute, regarding rates determined on analysis for any altered, additional or sustained work under this clause, the decision of the Authority shall be final binding.

Clause 13- If at any time after the commencement of the work the Authority 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 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 executed or the

before work is covered up

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 work as originally contemplated.

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

Clause 14- If it shall appear to the **Engineer-in-charge** or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the **Engineer-in-charge** specifying the work, materials or articles complained of not withstanding 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 provided 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 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 article complained of as the case may be at the risk and expense in all respects of the contractor.

Clause 15. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have given to the contractor either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for the 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 supply plant, order scaffolding etc.

Clause 16.- The contractor shall give not less than five days, notice in writing to the **Engineer-in-Charge** or his subordinate in charge of the work before covering up or be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the **Engineer-in-charge** or his subordinate in charge of the work; and if any work

And is liable or
daage arising from
non-provision of
light fencing etc.

shall be covered upper place 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 he materials with which the same executed.

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, fance enclosure, waste pipes, cables drains, electric or any telephone posts or wires, frees, grass or grass-land or cultivated ground contiguous to the premises on which the work of 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 apparents 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 the **Engineer-in-charge** as aforesaid the contractor shall make the same good at his own expenses, 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 thereof, or of a sufficient portion thereof.

The security deposit of he contractor made in the manner provided in clause 1 thereof shall be refundable on the expiry of 3 months (6 months in the case of read work after the issue of the certificates, final or otherwise of the completion of the work, subject o the condition that no such refund of security deposit shall be allowed till the final bill has been prepared and passed. Provided, however, that in the case of a road work it is 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 may be refunded after 8 months of the issue of the said certificates 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 the contractor after completion of the major portion of the contractor is unable o execute remaining part of the work for reasons beyond his control, the Engineer-in-charge in his direction 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.

Labour

Work on Sunday

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

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss

Change in constitution of firm

Work to be under direction Superintending Engineer

Settlement of disputes

Stores of European or

Clause 18.- The contractor shall supply at his own cost materials, (except such special materials, if any, as may and accordance with the contract be supplied from the **Engineer-in-charge** stores, plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number or persons with the means and materials necessary for the purpose of setting out works, and counting, weighing an assisting in the measurement of 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 contract 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 defense 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 ay be awarded in any such suit, action o proceedings to any such person or which may with the concent of the contractor be paid to compromise any claim by any such person.

Clause 18 A- The contractor shall be responsible for and shall take proper care and caution in respect of al rollers, machinery, tools and implements as may be made over by the authority to the contractor for use in the execution of the works under the contact and shall be liable for any loss of and damages caused to the said roller, machinery, tools and implements by any reasons whatsoever during the period of the same are in the possession of the contractor and shall no demand pay to the Authority such amount as may be fixed by the Authority for such less and damages, the decision of the authority in that respect being final. Should be contractor fail or neglect to pay such amount on demand, the Authority shall have the right and be entitled, in addition to the other rights and remedies available to it, to deduct such amount from he amount of security deposited by the contractor and/ r any amount remaining payable to the contactor under this contract any work done by the contactor.

Clause 18B.- In every case which by virtue of the provisions of section 12, Sub-section (1) of the Warkmen's Compensation Act, 1923.

American manufacture to be obtained from Government	Authority is obliged to pay compensation is to workman employed by the contractor, in execution of the work, Authority 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. Authority shall be a liberty to recover such amount or any part thereof by deducting it fro the security deposit or from any sum due by Authority to the contractor wheather under this contract or otherwise.
Lump sums in estimates.	Authority 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 Authority full security for all costs for which Authority might become liable in consequence of contesting such claim.
Action where no specification	Clause 19- No female shall be employed within the limits of a contenment.
Definition of work	Clause 19A.- No labour below the age of twelve years shall be employed on the work
	Clause 20- No work shall be done on Sundays without the sanction in writing of the Engineer-in-charge
	<p>Clause 21.- The contractor shall not be assigned or sublet without specific orders from Authority 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 creaditors, o attempt so to do, or if any bribe, gratuity, gift, loan prequisit reward or advantage, pecuniary or otherwise shall either directly or indirectly the given, promised, or offered by he contractor, or any of his servants or agents to any public officer or person in the employ or authority 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 Executive Engineer may thereupon by notice in writing rescind the contract, and the security deposit of he contractor shall thereupon stand forfeited and be absolutely at the disposal of Authority and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled recover or be paid for say work therefore actually performed under the contract.</p>
	Clause 22.- All slums payable by way of compensation under any of these conditions shall be considered as responsible compensation to be applied to the use of Authority without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained

Clause 23.- In the case of a tender by partners any change in the constitution of the firm shall be forthwith noticed by the contractor to the Engineer-in-charge for his information.

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

Clause 25- Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or material 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 contract, design, drawings, specifications, estimates, instruction 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 Chairman or his nominee. The award of the arbitration shall be final, conclusive and binding on all parties to this contract.

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 therefore 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 addition and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 27.- When the estimate on which the tender is made includes lump sums in respect of the work, the contractor shall be entitled to payment in respect of the items of the work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the **Engineer-in-Charge** capable of measurement, the **Engineer-in-charge** may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the **Engineer-in-charge** shall be final and conclusive against the contractor with regards to any sums payable to him under the provision of this clause.

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

in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

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

Clause 30.- The contractor(s) shall at his/ her own cost provided his/ her 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 labor camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection therewith and incidental thereto.

ADDITIONAL CONDITIONS

1. Cement fund surplus after the completion of a work should be returned to the **Engineer-in-charge** or his representative the value of cement returned to the Department will be credited to the contractor. If any contractor is found to have used to surplus cement for his own purpose or otherwise disposed of it without the written consent of the **Engineer-in-charge** or the **Sub-divisional Officer** in nominated for the purpose by the **Executive Engineer** he may be held guilty of theft. In this connection the provision clause 10 may be referred to, where it is clearly stated that all materials issued to the contractors shall remain the property of the Authority.
2. The contractor shall have to make his own arrangements for water, both for the work and use by coolly, etc. for steam road rollers and for all tools and plant, etc. required on the work.
3. Contractors will be responsible for the payments of all water charges payable to the Municipality of Siliguri or any other water works authority including a Government department concerned.
4. If the contractor shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the **Executive Engineer** to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.
5. The contractor will have to leave ducts in walls and floors to run conduct or cables where necessary, and he will not be entitled to any extra payment on this account.
6. Contractors in the course of their work should understand that

all materials (e.g store and other materials) obtained in the work dismantling, excavation, etc. will be considered Authority property and will be disposed of to the best advantage of the Authority.

7. Owing to difficulty in obtaining certain materials in the open market due to war the Authority 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 Authority 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 Authority 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 or any damage done by rain or traffic during the execution of the work will be made.
10. Whenever a work carried out in a municipal area, electric lights or electric danger signals wherever available shall be provided by the contractor on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this Authority but the contractor will bear all the expenses.
11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.
12. The contractor should give complete 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's 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 hose already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under clause 12 of the contract,

if such additional work shall consist of items which have already been quoted for, or, items not quoted for but appearing in District schedule.

15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done Authority shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.
16. The contractor(s) shall not deposit materials on any site which will seriously inconvenience the public. The Engineer-in-charge may require the contractors to remove any materials, which are considered by him to be a danger or inconvenience to the public of 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 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 progress of the work. The **Engineer-in-charge** may get the site or premises cleared of debris etc. and recover the cost from the bill of the contractor. If the letter shows slackness in observing this clause.
19. Materials bought at site shall not be stacked at random. The contract shall stack all these materials as directed by the **Engineer-in-charge**.

TAR AND BITUMEN

1. The contractor undertakes to make arrangements for the supervision of the work the firm supplying the tar or bitumen used.
2. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the **Engineer-in-charge** against money advanced by Authority. 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 corresponding deduction equivalent to the cost of unused material as determined by the **Engineer-in-charge** shall be made and the material returned to the contractors. Although the materials are hypothecated to Government the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from the site of work without the consent of the Engineer-in-charge in writing.

ADDITIONAL CLAUSES

1. In Cases where the responsibility of dispatch of stores rests with the suppliers but the freight is payable by purchaser, the supplier

should dispatch the stores by the most economical method, using the full wagon load wherever it is possible and economically to do so, failing which the supplier will render himself liable for the whole or part to any avoidable expenditure caused by such default. The supplier should get in touch with the Purchase Officer concerned and in case of dispatch of stores which are the property of the Defense Department at the time of dispatch, the supplier may obtain the advice of the "Movement Control Section," Station Staff Officers or the Controller of Supplies of the stations concerned.

2. The contractor will have to make his own arrangements for the carriage of materials.
3. For all items of contract works requiring unskilled labour the contractor shall be found to employ unskilled local labour. The expression "Local" shall be the Anchal, the Block or 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 of other difficulties experienced by the contractor in recruiting such local labour the contractor may, with the prior permission in writing of the Engineer-in-charge of the work recruit and employ unskilled labour from neighbouring areas of that District. In case the work is in the border area of two districts and there is dearth of adequate number of local labour from the district where the work will be executed, labour may be required by the contractor from contiguous areas of the other contiguous district. In case local labour will not be available even from other districts as mentioned and when the exigency or progress of work so demands, the contractor may, with the prior permission in writing of the Engineer-in-charge engage labours from the other districts of the State of West Bengal and the case the same be not available then the contractor may, with the prior permission of the said **Engineer-in-charge** employ imported labour of other state.

In case when the contractor fails to secure unskilled local labour or to engage in ported labour the contractor shall employ labour locally recruited by Government or labour imported by Government of 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 contractor jobs requiring skilled labour, the contractor shall have to employ 70% (seventy percent) of skilled labour locally. In case the contractor fail to recruit skilled local labour, the contractor shall employ skilled labour locally secured by Government in the manner indicated above. For bridge works, highly technical works of framed structural building, sanitary and

plumbing works electrical works etc. involving skilled labour the contractor with the prior permission in writing of the Engineer-in-charge and documents etc. must be placed for such permission, import and employ skilled labour upto 30% (Thirty percent) of the local requirement. In this case the 'expression imported labour' shall mean labour imported primary from other States and secondarily from the districts of the State of West Bengal.

TABLE

Sl.No.	Item of works	Work out-put per working of 8 hrs.	
		Floor limit (minimum)	Ceiling limit (Maximum)
1.	Rolling Sub-Grate	16,000 sft.	24,000 sft.
2.	Rolling boulder soling a) Stone(except laterite) or slag boulders b) Laterite boulders	6,000 sft. 8,000 sf.	10,000 sft. 12,000 sft.
3.	Consolidation of ballast (size within the range of 3" to 6" (a) Broken stone (Pamku or Rajmahal) or chandil or similarly hard stone (b) Broken stone of varieties softer than (a) above © Broken slag (d) Laterite or Jhama (e) Unbrokn stone (e.g.shingle)	800 sft. 900 sft. 900 sft. 1,200 sft. 1,200 sft.	1,200 sft. 1,200 sft. 1,400 sft. 1,800 sft. 1,800 sft.
4.	Consolidation of metal (size within the range of 1 ½ " to 3" (a) Broken stone (Pamku or Rajmahal) or chandil or similarly hard stone (b) Broken stone of varieties softer than (a) above © Broken slag metal (d) Laterite or Jhama metal (e) Unbrokn stone (i.e.shingle or gravel)	500 sft. 600 sft. 600 sft. 1,000 sft. 1,200 sft.	1,000 sft. 1,000 sft. 1,600 sft. 1,800 sft. 1,800 sft.
5.	Consolidation of moorum	1,200 sft.	1,800 sft.
6.	Olling dry chips/Bajri/Gravel in surface dressing works a) On water bound surface b) On black, top surface	6,000 sft. 7,000 sft.	12,000 sft. 14,000 sft.

7.	Rolling premixed chips/Bajri/Gravel		
	a) In ¾ "(Nominal) thick carpet		
	b) In 1"(Nominal) thick carpet		
	c) In 1 ¼ "(Nominal) thick carpet	4,000 sft. 3,000 sft.	3,000 sft. 7,000 sft.
	d) In 1 ¼ "(Nominal) thick carpet	3,000 sft. 2,500 sft.	6,000 sft. 5,000 sft.

N.B.:In case of item not covered by the above or by any stipulations of a particular contract, he limits will be as decided by the Engineer-in-charge.

STATEMENT – II

(B) For petrol, Diesel or Steam road Roller – 6 Tones or less

The limits of workput to be allowed for Petrol, Diesel or Steam road Rollers of 6 ton or less shall be 25% less than the limits for the corresponding items in statement above.

Executive Municipal Engineer,
Siliguri Jalpaiguri Development Authority.
SILIGURI.

ADDITIONAL CONDITIONS WITH ROAD ROLLER ARE SUPPLIED BY AUTHORITY

Road Rollers, if available, shall be supplied by the Authority payment of hire charges at the rates and on the conditions specified below. The contractor should requisition road rollers at least to weeks before the date delivery is desired. In case Rollers cannot be made available to the contractor on the date requisition extension of time shall be granted to the contractor for completion of the work but the contractor should not be entitled to claim any compensation for less of labour or any other cause whatsoever.

A- HIRE CHARGES;

1. Road Rollers, Petrol Diesel or steam -8 Tons or over- According to Northern Circle schedule of rules

2. Road Rollers, Petrol Diesel or steam-6 Tons or over- According to Northern Circle schedule of rules.

B.- CONDITIONS

1.(a) The Road 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 the road roller is made over the till the date it is taken back even though the Rollers ay not have been working If however any Roller remains idle for two or more days at stretch for any of the reason or reasons mentioned below and provided the contractor submit, within a week of the date of occurrence of the contingency an application through the Sub-Division Officer to the Engineer-in-charge may, at his discretion, and if he is satisfied that there were sufficient reasons, allow exemption from payment of the said roller charges for such days as he may consider reasonable under the circumstances.

The reasons for which exemption may be allowed are:-

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

The Contractor shall not in any event by 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 charge is allowed.

1. The Rollers and other equipments shall be fully utilized for the purpose for which the same ar made over and shall not be allowed to remain idle when they are in working condition 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 limit for the number of days in excess of such limit the hire charges 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 continued as a full day.
2. The Authority crew shall be on operational charges of the Roller.The roller issued to a contractor are to work for 6 days in the week with stoppage of work on the seventh day for general cleaning and petty repairs. Contractor will pay for hire charges as well as for the wages of driver for the whole week.

Clean water for operating and washing the rollers shall be supplied by the contractor at his cost.

(Fuel, Petrol, Diesel, or steam coal and ancillaries such as match boxes, Kerosene oil, fire wood and cotton waste for working, lighting up, cleaning etc. of road rollers shall have to be supplied by the contractor at his expenses, steam coal, for steam road rollers and diesel oil for diesel road rollers may, however, be supplied by the Department at the rates specified in the agreement and cost debited to the contractor's account accordingly.

The grease and lubricating oil required for operating and maintenance of the Rollers shall be supplied by the Deptt. Free of cost.

SPECIFICATIONS COVERING ISSUE OF ROAD ROLLERS.

The number of working days to be allowed for finishing each individual item of work shall be calculated on the basis of limits of work, put, specified in statements.

Opening tender	of 2.The tender will be publicity opened by the Executive Engineer, S.J.D.A.Siliguri. as soon as possible after the closing time of receiving tender in presence of such tenderers (or their representative) as may be present. Should tenderers or their authorized representatives fail o attend during opening to be held after closing time as mentioned above (or any other date and time due unavoidable circumstances in which case the fresh date and time of opening would be notified and hung up in the Notice Board of the above mentioned office) tenders would be opened in their absence and no subsequent objection whatsoever would be entertained under any circumstances.
Eligibility purchase tender form	3. The intending tenderers who are no registered with the P.W.D. and C.B.D. will have to produce before the Executive Engineer, S.J.D.A. as the case may be, before hand documentary evidences to prove their past experiences, capabilities and financial resources to do such types of work ad about their having in employment technically qualified personnel to look after the work satisfactorily, without which no tender form will be issued to any one by the Executive Engineer,S.J.D.A.
Clearance certificate	The tender papers will be issued to the bonafied outside contractors who shall engage. a) at least one Diploma- holder for works costing Rs. 50,000/- and above upto Rs. 2,00,000/- b) at least one Degree-holder for works costing above Rs. 2,00,000/- and upto Rs. 10,00,000/- c) at least one Degree-holder and one Diploma-holder for works costing above Rs. 10,00,000/- upto to any limit, Documentary evidence to this effect should be submitted along with the application for obtaining the permission for tender papers. The said Degree-holder/ Diploma-holder should be available for receiving instructions at site.
Availability of Contract documents	4. The intending tenders shall have to produce up-to-date clearance certificates of Income-Tax in modified form and Sales-Tax along with their application for tender form failing which no tender papers will be issued. 5. Tender documents and relevant particulars may be seen by the intending tenderers on any working days (between 11A.M. to 4 P..) in the office of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, Tenzing Norgey Road, Siliguri. No tender documents in any case be issued on the fixed for opening the tenders.

Tender documents as mentioned above, may be purchased by eligible tenders after the conditions in clause 3 and 4 are satisfied. No tender documents shall in any case be issued on the last date of receipt of tender.

The printed tender form and other tender documents are to be purchased on cash payment from the cash section of the office of the Chief Executive Officer, S.J.D.A. Tenzing Norgey Road, Siliguri, during office hours on working days at price mentioned in clause 1(g) and 1(h) respectively. No tender documents other than those issued for the particular office mentioned above shall be treated as valid.

6. Intending tenderers shall obtain the tender documents well in advance to guard against any difficulty due to possible absence from Head Quarters of the Officer issuing the tender form.
7. Tender documents shall consist of the following and contractors will submit one copy of the same along with their tenders duly signed by.....which tenders are liable to rejection:-

- a) The notice inviting tender hereinafter referred to as the 'Tender Notice.
- b) Printed S.J.D.A. Form as specified in clause (f) above hereinafter referred to as the printed Tender Form.
- c) Special terms and conditions and specifications.
- d) Specific priced schedule of probable items with approximate quantities.

8. Earnest money as per clause 1 (D) above deposited in the following way in favour of the S.J.D.A. Tenzing Norgey Road, Siliguri. Concerned must accompany each tender without which tender will not be considered at all.

In Bank draft of Indian Overseas Bank, Siliguri, or any other Nationalised Bank, Siliguri.

Canvassing

9. the earnest money of the successful tender will be converted as part of security money and an additional security shall be deducted from each of the progressive bill so that the total deduction together with the security already taken, shall constitute 10% of the total value of work as actually done.
10. Deduction of Income Tax from contractors bills should be made as laid down in MEMO NO. 10F No.275/9/72 ITS, dt. 29.5.72 of Ministry of Finance (Deptt of Revenue Insurance), Govt. of India with its amendments, if any
11. Canvassing in connection with tender is strictly prohibited and the tender submitted by the contractors, who resort to canvassing will

Acceptance of tender	<p>be liable to rejection.</p> <p>12. No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in .All information that may be asked from a tenders must be unequivocally furnished Any tender which is incomplete or does not comply with the prescribed conditions laid down here in or in other tender documents will be liable for rejection at the time of opening or during subsequent scrutiny.</p> <p>13. Complete tender documents are to be placed in a cover and duly sealed with the name and address of the tenderer superscribed on the cover. The sealed cover containing the tender documents is to be submitted within the specified time and this shall be done by inserting the sealed cover in the tender box kept in the office chamber of the authority receiving the tender and will be opened by him at 3-00 P.M. on the last date of receipt.</p> <p>14. The acceptance of the tender will rest with the Executive Engineer, S.J.D.A. who does not find himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received, without assigning any reason thereof.</p> <p>15. If any tenderer withdrawn his tender before its acceptance or refusal within a period of four months from date of opening of tender without giving any satisfactory explanation for such withdrawal, he shall render himself liable to be debarred from submitting any tender to the Authority of a period of one year.</p> <p>16. The successful tenderer will have to submit the following copies of the contract documents within ten days from the date of the receipt of letter of acceptance of tender. Failure to do so with the specified time, will constitute a breach of the contract rendering the contract liable for termination with for feature of security to the extent, of the amount of the initial earnest money specified in clause 1(d) above, without any reference to the contract.</p>
Starting or work	
Character of Site	<p>i) One set of documents containing all items (a), (b), (c) and (d) as mentioned in clause 7(seven) above.</p> <p>ii) One set of documents will have to be purchased from the office of the Chief Executive Officer, S.J.D.A. at price per copy as mentioned in clause 1(g) and (h) above, All copies must be signed on every page by the contractor and submitted to the Executive Engineer, S.J.D.A. with specified time.</p>
Incidental fees	<p>17. The successful tenderers shall have to start the work within a week from the date of issued of order to commence the work.</p> <p>18. Before submission of tenders the contractors shall inspect the sites of works get themselves thoroughly acquainted with the local conditions and difficulties under which the work will have to be carried out. They should consider among others. The nature of soil, Climatic condition of the locality, dearth of water in the area of</p>

General
Condition &
Specification

work condition of existing kutchha and pucca roads, transport difficulties, non existence of roads in many places etc. Extra cost involved due to above factors shall have to be borne by the tenderers and should, therefore, be included in the rates to be quoted by them.

19. All rates be quoted by the contractors shall be inclusive of all incidental fees and charges, e.g. Royalties, octroi tax of materials, Electricity, water and other charges of Municipalities or statutory bodies Sales Tax, Toll ax. Income Tax etc. Nothing extra will be paid on any such amount.
20. The intending tenderers must declare if there is any other firm or firms having common or identical interest with them. If any tenderer cancels and fails to declare the fact, his tender will be terminated at any time (without showing any reason thereof) as soon as the facts comes to the notice of the authority, and earnest money laying at his credit against the tender concerned will be forfeited to the authority and he will no be entitled to any compensation whatsoever.
21. All correction in the tender should be initiated any dated by the contractors before submission of tenders. Each page of the Authority's contract form, schedule of items of work, notice inviting tender, general condition and specifications and detailed specifications must be signed and dated by the contractors. All writings should be done in ink.
22. GENERAL INSTRUCTIONS:-
Mode of measurements specification of materials of method of execution, should be as per P.W.D. Schedule of Northern Circle of the year of acceptance of the tender. The schedule may be available in the office of the Executive Engineer, S.J.D.A. which may be seen before quoting the rat.

Executive Municipal Engineer,
Siliguri Jalpaiguri Development
Authority,
Siliguri

SPECIAL TERMS AND CONDITION

SPECIAL TERMS & CONDITION

License from
Labour Deptt.

1. (a) i) all works are to be carried out in accordance with the General conditions & Specifications of Northern Circle's Schedules of Rates P.W.D. for Building Works, Road Works Carriage, materials and labour/ for plumbing woks, Sanitary Works and materials and labour for the year.....
- ii) The specifications for work not covered by the specification laid

Engagement of Apprentices	<p>down in the Northern Circle's Schedule shall be governed by I.S.I.Code of practice & as per I.R.C. specification or code of practice as the case may be according to the direction of the Engineer-in-charge, S.J.D.A.</p> <p>iii) In addition to above that special terms in conditions & specification as mentioned hereinafter shall be applicable.</p>
Supply of materials	<p>c) If the stipulation of the various contract documents be at variance in any respect, one will over-ride the other (only in so far as these are at variance) in the order of precedence as given below:</p>
Idle Labour Charges and fees payable by the contractor	<p>i) Special Terms and Conditions. ii) Special Specification (if any) iii) Notice Inviting Tender iv) Specific priced schedule with probable items approximate quantities.</p>
Transport	<p>v) The circle schedule as defined clause 1 (a) (i) above vi) Printed tender Form</p>
Pumping & dewatering etc.	<p>2. The contractor must obtain the License under the Contract Labour (Regulation & Abolition) Act, 1970 and the certificate for the same should be submitted to the Engineer-in-charge, S.J.D.A.</p> <p>3. The contractor shall comply with the provisions of the apprentices Act, 1961 & the Rule & Orders issued there under from time to time, if he fails to do so, his failure will be breach of the Contract and the officer accepting the tender may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.</p>
Water	<p>4.The supply of materials viz Cement, Steel materials etc. Which will be issued by his Department may not continuous, uniform and regular, No claim whatsoever will be entertained for detention or loss of Contractor's labour & Conveyance etc. arising out of such irregular supply of the materials mentioned above.</p> <p>5. No claim for idle labour would be entertained under any circumstances.</p>
Sheds for Staff & labour	<p>6.The Contractor shall pay all charges and fees legally payable for acts arising out of their work and hold the employer free from all such costs.</p>
Rider	<p>7. The contractors shall arrange all transport including railway wagons required for carriage of all tools & plants, implements and materials etc. at their own cost. The department will however, recommend for issue of priority for wagons for movement of tool & plants, materials etc. on the basis of application made by the contractors but on guarantee for the same can be ensured.</p>
Storage of Govt. material	<p>8. The contractor shall provide at his own cost all pumping and other arrangements that may be necessary to remove from or keep out of</p>

foundation or any part of the structure under construction, water whether canal water, sub-soil water and water from any source, whatsoever. Such pumping or other necessary arrangements shall not be paid for separately and the cost thereof is to be included in the contractor's rate of relevant item of works.

Work order
book

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

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

10.a) the rates quoted by the contractors must be inclusive of all charges and costs for works under clause 10 above.

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

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

Clearing the
site

12. The contractor shall within seven days of the receipt of the order to take up works, supply at his own cost work order book to the **Executive Engineer ,SJDA**. The work order book shall be kept at the site of the work under the custody of the **E.E.** or his authorized representative. The work order book shall have machine numbered pages in triplicate. Directions or instructions from authority officers to be issued to the contractors will be entered (in triplicate) in the work order book (except when such directions or instructions are given by separate letters), The contractor or his authorized representative shall regularly note the entries in the work order book and also record thereon the action taken or

Authorised
Representative

being taken by him complying with the said directions or instructions of any relevant point relating to the work. The contractor or his authorized representative may taken away the duplicate page of the work order book for his own record. In case of supplementary items or claims may not be entertained unless supported by enters in the work book or any written order.

The first page of the work order book shall contain the following particulars.

- a) Name of the work.
- b) Reference to contract No.
- c) Contractual rate.
- d) Date of opening the work order book.
- e) Name and address of the contractor.
- f) Signature of the contractor.
- g) Name and address of the authorized representative (if any) of the contractor authorized by him
- h) Specific purpose of which the contractor's representative is authorized to act on behalf of the contractor.
- i) Signature of the authorized representative duly attested by the contractor.
- j) Signature of the E.E.
- k) Date of actual completion of work.
- l) Date of recording final measurements.

Entries vide (k) ad (l) above shall be filled in on completion of the work and before the work order book is recorded in the office of the E.E.

Temporary
pillars peg etc.

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

Work to be
carried out in
conformity
with drawing.

The contractor shall not assign the agreement or sublet any portion of the work the contractor may, however, appoint authorized agent or representative (who shall preferable either be a degree or Diploma holder in Engineering) in respect of one or more of the following purpose only.

Serviceable
materials

- a) General day to day management of the work.
- b) To requisition Departmental materials, tools & plants etc. To receive the same and sign hand receipt thereof &
- c) To attend measurements taken by Departmental Officer and to sing the records of such measurements.

The selection of the authorized representative is subject to the prior

Unserviceable materials

approval of the **Ex-Engineer** giving therein the name of work, the name and address of the representative he wants to appoint and the specific purpose for which the representative will be authorised for. Even after first approval of the **Executive Engineer** may issue at any subsequent date, revised direction about such authorized representative and the Contractor shall be bound to abide by such directions. The **Ex-Engineer** shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative.

Supplementary items

Any Notice, Correspondence etc.issued to the authorized representative of left at his address will be deemed to have issued to the Contactor himself.

The provisions of a Power of Attorney, if any, must be to the approval of the Authority otherwise the Authority shall not be bound to take cognizance of such Power of Attorney.

14. The contractor must erect temporary pillars, as many as required ,in suitable places as directed by the **Engineer-in-charge** at his own cost before starting the work form which the Deptt. Staff will layout all important levels and fix alignments, All threads, pags, nails, flags labours etc. required for setting out the levels and laying out different structures and alignments, shall also so supplied by the Contractors at their own cost.

15. All works shall be carried out in conformity with the drawings approved by this Authority. The available drawings ready at present may be seen by the Tenderers at the office of the Executive Engineer, S.J.D.A. The contractors shall have to carry out all works according to the detailed drawings ready at present and those which will be prepared and furnished by this Authority during execution of work from time to time on subsequent later dates.

Issue of materials

16. The responsibility for stacking the serviceable materials obtained during executive (to be decided by the **Engineer-in-charge** and handing over the same to the **officer-in-charge** of work of this Authority lies solely with the Contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Authority, full value will be recovered from the Contractor's bill at rates as assessed by the **Engineer-in-charge**.

17. The contractors shall remove all unserviceable materials at the places as directed. He should level and dress up the work site after completion of work as per direction of the **Engineer-in-charge** of work. No extra payment will be paid on the account, unless specifically provided in the priced schedule.

18. The items of work not occurring in the specific price Schedule but becomes necessary as a reasonably contingent item during actual execution

of the work will be considered as supplementary items.

The rates of Supplementary items of work will be determined in order of precedence as given below notwithstanding what has been stated in clause 12 of B.F. No. 2911 The admissibility or otherwise of any claim of Supplementary item or items the method of determining and fixation of the rate of a Supplementary items and the acceptance thereof, will rest absolutely with the authority accepting the original tender.

- (i) The rates will be derived where possible, from the rates of allied items of work appearing in the specific priced Schedule plus/ minus contractual percentage.
- (ii) The rates will be derived where possible, from the Schedule Rate of Northern Circle (as defined in clause 1)(a) (i) above plus/minus contractual percentage.
- (iii) The rates of item (or part thereof) which cannot be driven by any of the above processes, shall b determined from the market rates of Materials and labour plus profit and overhead charges which (taken together) shall be taken as 10(ten) percent on the cost of materials and labours (excluding cost of materials supply by the Authority.

19. Authority materials shall be issued from place (s) as mentioned in clause 1(b) of Notice inviting Tender. The contractor shall at his own cost and expense carry the materials to the site of work. If however, materials are issued from elsewhere due to unavoidable reasons, the contractor shall nevertheless take delivery of the materials from the place of issue and carry to work site and in such a case the excess carriage/ less carriage that may be involved will be paid/ recovered (as the case may be) on the Basic of relevant items for carriage appearing in the circle schedule with application of contractual percentage.

The cost of departmental materials shall be recovered at rate stated below:-

Cement	: Rs.	Only per metric Ton
M.S.Bar.....	: Rs.....	Per metric Ton
Tor Steel Bar	Rs.....	Per metric Ton
Structural Steel (.R.S.joists, Angles, Tees, Channels, Flat etc)	Rs.....	Per metric Ton
G.C.I.Sheet	Rs.....	Per metric Ton
Bitumen	Rs.....	Per metric Ton

The issue rate of all other material besides that mentioned above, if issued

to this contractor by the deptt. Shall be based on the market rate or departmental stock issue rate, whichever is higher.

Tools & Plants

Steel materials required for manufactured articles, such as Grills Collapsible Gates, Steel Windows, Rolling Shutters etc. will not be supplied this Department.

The cost of the materials supplied by this Department to the Contractor, will be recovered from their bills in one or more installments, as may be decided be the **Engineer-in-charge** according to the Rules in force.

Programme of Construction

Basic of consumption of materials to the issued by this Department shall be guided as per approved consumption chart of this Department.

The Contractor shall be required to maintain all necessary precaution and watch over all materials made over to him to prevent damage, loss or theft such material shall not be removed o any other site without the written permission the **Engineer-in-charge** or any other person authority by him and shall be available for their inspection at any time during day or night for counting, measuring weighing or otherwise verifying the same.

The contractor shall be required to maintain an account of receipt and actual use o all materials issued to him and submit extracts thereof, when called for in such manner and all form as may be prescribed by the **Engineer-in-charge** from time to time.

Indents for all material's to be supplied by the Department shall be submitted by the contractor o the **Engineer-in-charge** or any other officers as may be appointed by him in his respect well in advance so as to allow sufficient time to Department to procure the materials.

Setting out works

The **Engineer-in-charge** shall have full to discession to specify the minimum/ maximum quantities at which the indents are to be submitted and also any other stipulations he may deem necessary in this connection. He will also have the full right or modify such stipulations as may be found necessary by him from time to time..

The Department does not assume any responsibility to supply materials strictly according to the indent as may be submitted by the contractor and no compensation will be paid for delay in issuing and materials to the contractor but reasonable extension of time will be allowed for such delay in accordance with clause 5 of the condition of contract in the printed 'Tender Form, if in the opinion of the **Engineer-in-charge** such delay is responsible for stoppage or slow progress of the work.

20. If any tools and plants, other than those in specified in the Northern Circle schedule are required and issued by the Department, in the interest

Night work

of the works, hire charges as will be fixed by the **Superintending Engineer (P.W.D.) Northern Circle** shall be final and binding. Other charges on account of pay of operators, cleaners etc. shall be charged extra.

Cost of all types of fuels and stores of proper running of the tools and plants must be borne by the contractors.

21. The work must be taken up within seven days of the receipt of the works order and completed in all respect within the specified time of completion as mentioned in clause 1(1) of the tender notice.

Before the actual commencement of work, the contractor shall submit a programme of construction clearly showing the materials, men and equipment and time table divided into four equal periods of progress of the work, for the approval of the **Engineer-in-charge** who will have authority to make additions, alternation and substitutions of such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in some or all respects, in the opinion of the Engineer-in-charge and is modified by him. The conditions laid down in clause 2 of the conditions of contract in the printed Tender Form regarding the division and progress of work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with. If the actual progress does not fall short of the progress as laid down in the approved time table for one-month half, and three-fourth of the time allowed for the work.

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

22. The contractor shall be responsible for the true and perfect setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the work. If at any time during the progress of works any error appear or arise in the position, levels, dimension or alignment of any part of the works, the contractor (s), on being required to do so by the **Engineer-in-charge** shall at their own expense rectify such error to the satisfaction of the **Engineer-in-Charge**

Any setting out that may be done or checked by the **Engineer-in-charge** or his representative of any line or level that may have been or checked by either of them shall not in any way relieve the contractors of their responsibility for the correctness thereof.

The contractor is to provide all instruments, appliance and labour required for setting out of the works and for the use and attendance upon the **Engineer-in-charge** on his representative whenever reputed for any purpose in connection with the works.

23. The contractor may take up work at night if desired with the

permission of the **Engineer-in-charge** out such night work shall not normally extended beyond 8 P.M. The contractor, shall also take up work at night in addition to day work if the

Engineer-in-Charge shall so require by giving a notice in writing for proper and progress of the work for such periods and hours as the may specify, if ordered of permitted to work at night the contractor shall provided at his own cost sufficient and satisfactory lighting arrangement. No extra payment shall be made for night work.

Workmans&

testing hip 24. All materials and workmanship shall be of the respective kinds described in the contract and shall be subject from time to time to such tests as the **Engineer-in-Charge** may direct at the place of manufacture of fabrication or on the site or all or any or such place. The contractor (s) shall provide such assistance, instruments, machines, labour and materials as the Engineer-in-charge may require for examining, measuring and testing the works and the quality, weight or quantity of the materials used and shall supply samples for testing as may be selected and required by the **Engineer-in-charge**.

Covered item

of work 25. When one item of work is to be covered up by another item of work the latter item shall not be done before the former item has been measured up, and has been inspected by the concerned **Sub-Divisional Officer** and orders given by him for proceeding with the letter items of work. Where however, this not possible for practical reasons the Sectional officer may do this inspection in respect of minor item and issue orders regarding proceeding with the letter item.

26. Initial recruitment to all categories of staff be the contractor shall invariable have to made through the Employment Exchange.

Recruitment
of staff by the
Contractor

27 Stacks are to be made at exact position indicate by the **Engineer-in-Charge** during actual stacking. Any stack made or excess quantity stacked at any one place without prior approval shall have to be removed and materials restacked at exact position required. All costs are to be borne by the contractor and not extra payment will be made on his account.

Stacking of

Materials Before stacking stone chips and metals, gravels jhama metals etc. at road side the flanks of the road where these materials are to e stacked as directed, must be dressed Jungles, if any, cleaned and undulation leveled up at the cost of the contractor. The Contractor will have to stack the materials on the side of the flanks of the roa dor as directed as per requirements at regular intervals and all stacks of the road or as directed as per requirements at regular intervals and all stacks must be of the same action and as per direction of the **Engineer-in Charge**. In doing so, the contractor may have to remove the stone chips and metals, gravels; jhama metals etc as the case may be from the flank and stack the removed metals as shown

by the **Engineer-in-Charge** of the work and the contractor's rate should be inclusive of undertaking the above work and no extra payment would be made on this account.

Arrangement During the collection time and supply at road side, the contractor shall guard the materials at his own cost and this deptt. Will no be remain responsible for any loss whatsoever before the materials are measured and accepted by this deptt. The contractor should attend measurement either himself or through his authorized agent to avoid future dispute and sign the M.B at token of acceptance of measurements. Regarding quantity and quality measured by the **Engineer-in-Charge** or his subordinate staff, the decision of the officer of his deptt, shall be final and no claim whatsoever would be entertained afterwards under any circumstance.

Supply

Materials The contractor will be have to arrange for laid at his won cost for intermittent loading and unloading, if required. The contractor may supply the materials either by Rly. or by land route. In case of Rly., route the contractor will have to pay the Rly, freight, demurrage or warfage, if any and arrange for stacking space at the Rly. Station and this deptt, will have no responsibility for these under any circumstances.

The contractor shall arrange all transport including wagons required for carriage of materials at their own cost. The department will however, recommend for issue of priority for wagons for movement of materials on the basis of application made by the contractors but not guarantee for the same can be

Guarding
ensured.

Timber 28.Any timber for doors and windows and in other works should not be fitted and fixed in position prior to approval for the **Engineer-in Charge** which has got to be obtained prior to application of painting works.

Paint 29.The pain used the work shall be of superior quality of approved make and brand. The make, brand and shade of the paint must be to the prior approval of the **Engineer-in-Charge**.

Rider
Cement 30.Only ordinary Grey Cement will be issued by the department. Cement of other varities as required are to be arranged for by the contractors and contractor's cost, Cement for present C.C. jallies, mosaic tiles etc. will not be issued by the deptt.

Executive Municipal Engineer
Siliguri Jalpaiguri Development Authority
SILIGURI.

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

CERTIFICATE:

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the site of works. I/We shall be bound by condition laid down in the notice inviting Tenders, special Terms and conditions & specification, Specified price Schedule and also Bengal Form No: 2911. I/We have gone through the Schedule of rates of the Northern Circle as defined in clause (a) (i) of the special terms, conditions and General Specifications now in force in the P.W. Department, Government of West Bengal, and also the I.S.I. Code of practice. My/Our tender is offered taking due considerations of all factors and if the same accepted, I/We promise to abide by all stipulations of the contract documents, and carry out and complete the work true to specifications and directions.

(Postal Address in **Block Letter**)

Signature of Tenderer

Schedule showing (approximately) materials to be supplied by Siliguri Jalpaiguri Development Authority for the work contracted to be executed and the rates at which these are to be charged for:

Particulars	Unit	Rates at which materials will be charged to the Contractor		Place of delivery
1. Cement i. Roads, ii. Buildings. 2. Steel. i. Mild Steel Bar ii. Tor Steel Bar.		Rs.	P.	

<p>3. Bitumen (packed or bulk with empty drum).</p>		
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Note: The persons of firm submitting the tender should see the rates in the above schedule are filled by the Engineer-in-Charge on issue of form prior to the submission of tender.

Signature of **Tenderer**

Signature of **Executive Municipal Engineer, SJDA**

SPECIAL TERMS AND CONDITIONS

- A)
- B) LIST OF MACHINE OR EQUIPMENTS TO BE PROCURED/ARRANGE BY THE CONTRACTOR AT HIS/THEIR OWN COST.
- i. Mini Hot Mix Plant
 - ii. Road Roller
 - iii. Tar Boiler
 - iv. Mixer Machine
 - v. Vibrator
 - vi. Diesel Pump
 - vii. Earth Moving Equipment
- And other necessary for the work. The document in the name of procurement of above machines shall have to produce within one month from the date of issue of letter of acceptance of the work. Failure in production of documentary evidence of procurement of machines may had to the withdrawal of letter of acceptance of the Tender Acceptance Authority.
- C) ESCALATION AND ENHANCEMENT OF TENDER RATES
- Enhancement of the tender rates on the plea of escalation of prices of materials and labour or due to any other reasons after acceptance this tender will not to allow during the execution of this tender.
- D) The work must be taken as soon as the receipt of order and complete in all respects within the specified time of completion as mentioned in the tender notice.

- E) ROYALTY PAYMENT OF MATERIALS (Boulders, Sand, Earth, Stone Metal, Shingles, Stone chips, Bazree, RBM, Grits etc)
Contractor must produce Royalty payment certificate from the District Authority for the minerals consumed. If he or they fail to produce such certificate, payment shall be withheld till the certificate is furnished.
- F) At the time of execution it may necessary to modify or change of specification according to condition for which work is to be executed accordingly as instructed by the **Engineer-in-Charge**. No claim on this respect will be entertained for any reasons.
- G) Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges for tools and plant would be entertained under any circumstances.
- H) When one item of work covered by another item of work, the latter item shall not be done before the former items has been measured and has been inspected by the concerned **Assistant Engineer** and order given by him for proceeding with latter item of work.
- I) SUPPLEMENTARY ITEMS:
- i) Notwithstanding what has been stated in clause of the condition of contract in the printed Tender Form if any item of work, which is not included in the specific price schedule of probable item, becomes necessary as a reasonable contingent item during actual execution of work the same will have to be done by the contractor when so directed by the **Engineer-in-Charge**.
 - ii) The rate of supplementary item shall be analysed to the maximum extent possible from the rate of allied item of work appearing in the specific price schedule or probable items.
 - iii) To complete the analysis, if necessary, the rate appearing in the "Departmental Schedule", PWD Schedules prevailing at the time of tendering shall be applicable for the portion remaining after application of clause H(ii).
 - iv) To complete the analysis in the case rate not available in the P.W.D.schedule of rate for Northern Circle of Govt. of West Bengal, prevailing at the time of tendering, rates available in the PWD schedule prevailing on the date of work order shall be followed for the portion remaining after application of clause.
 - v) If the analysis not completed even by of clause H (ii), H(iii), H(iv), the rate of supplementary item should be analysed on the basis of current market rate with 10% profit inclusive of all overhead charges over the analysis rate.
The contractual percentage (%) shall not be applicable on the rate of analysis item

Chief Executive Officer

Siliguri Jalpaiguri Development Authority

DECLARATION OF TENDERERS

1. I/We have inspected the site of work and have made myself /ourselves fully acquainted with local condition in and around the site of work. I/We have carefully gone through the Notice Inviting Tenders and other documents mentioned therein. I/We have also carefully gone through the Departmental Schedule as defined in clause I of special terms and condition. My/Our tender is offered taking due consideration of all factors and same be accepted. I/We promise to abide by the all stipulation of the contract documents and carry and complete the work to the satisfaction of the Department.

2. I/We do hereby declare that I/We shall remain fully responsible in case of Bank Draft/Deposit at all receipt etc. attached with this Tender as Earnest Money/Security Deposit is dishonored and also that under no circumstances I/We should be in a position to stop payment thereof.

Signature of **Tenderer**

Postal address of Tenderer:
(Entries to be made in **BLOCK LETTERS**)

1. Name:.....
2. Village/Street:.....
3. Post Office:.....
4. District:.....Pin.....
5. Telephone No:.....
6. Specimen signature of Tenderer:.....

Signature of **Tenderer**

Signature of **Tendering Authority**

GENERAL SPECIFICATION AND SPECIAL CONDITION OF WORK

REF: Tender No.....

These are for general guidance based on I.S./I.R.C. code of practice. In case of discrepancy the order of preference shall be:-

- 1) Price schedule
- 2) P.W.D. Schedule (Northern Circle)>
General Specification and special condition of the contract .
- 3) Drawings.

Where any details of specification are not covered by above documents the decision of Executive Municipal Engineer, here in after referred as Engineering in Charge shall be final and binding.

MATERIALS :

(a) CEMENT:

Cement shall be supplied by the authority of ordinary port variety conforming to IS 269-1967 in bags deemed to weight 50 kg each. The contractor shall be liable for its proper storing in a manner as directed by the Engineer in Charge. All cement issued will have to be kept at site stores and shall not be given away in loan or any other purpose without written permission of the **Engineering in Charge**.

With regard to the quality of cement to be used in concrete specified by strength if the contractor at the time of receiving the quantity is apprehensive of the quality having deteriorated much due to long storage and claims for a representative sample of the cement concrete to be sent for complete test (both physical and chemical) one representative sample will be sent for such test to the govt. test house at Alipore. If the results to such a test be satisfactory (I.E comply with the standard specification with allowable limit, the cost of the test including all incidental charges as certificates by the Engineering in charge shall be paid by the contractor and to comply with the required specifications, the cost of the test shall be by the Govt and the Engineer in Charge shall arrange to issue a fresh quality in replacement of the previous quality. In spite of an unsatisfactory test results the Engineer in Charge may at his direction , order the cement to be consumed in such part of part of the work as he may specify and in that case the contractor shall comply with his orders. In such a case the liability of the contractor to produce of a concrete of the specified strength shall cease in respect of the quantity of work done with the said cement if extra mould test to give the specified strength no extra labour cost however being plea that under strength which the resultant concrete might indicate as per test a specified herein below was due to the quality of the cement being below specification, shall be entertained.

The container in which cement is supplied need not be returned and be disposed off by the contractor after availing necessary permission from Executive Municipal Engineer. However, the above container (i.e. gunny bags etc.) can be made use in the site on the instruction of the Engineer in Charge and contractor shall not have any claim whatsoever regarding cost of the container.

(b) STEEL:

- (i) All steel materials in reinforcement of footing, pedestal, column, beams, slab and lintel shall be of high yield strength for steel variety as conforming to I.S. 1786 of 1988

with all its amendments and mild steel grade. It conforming to I.S. 226 to be used as binders and stirrups in lintel etc.

(ii) Contractor will have to procure of his own all steel materials. He shall produce the vouchers/ invoices against each consignment/ lot with certificates from I.S.I approved testing laboratory acceptable to the Engineer in Charge. The authority may send samples from each/ any lot its own choice of test laboratory. The criterion for acceptance of the steel materials. In case of discrepancy in test result etc. shall be decided by Engineer in Charge and be abiding to all, the cost of testing is to be paid / deducted from the contractor.

(iii) The source of all steel materials shall be reputed major producers such as steel authority of India Ltd (SAIL) . Indian Iron & Steel Co. (IISCO), Tata Iron & Steel Co., (TISCO), etc. and prior approval may be obtained for the same before placing order or purchase.

(c) COARSE AGGREGATE;

(i) Coarse aggregate shall consist of clean, hard, strong dense. Non porous and durable pieces. Natural gravel of local available variety. They shall not contain pieces of disintegrated stones soft flaky elongated particles, Salt, Alkali, Vegetable matter or other deleterious materials in such quantities as to reduce the strength or durability of the concrete or to attach the steel reinforcement. It shall comply with I.S. 383-1970.

(ii) The coarse aggregates proposed to be used by the contractor must be taken approval of the Engineer in Charge and it so directed the contractor shall deposit with the Engineer in Charge representative sample thereof for his approval. All material brought to the work site shall be compared with the approved sample, and any consignment which in the opinion of the Engineer in Charge does not conform with the approved samples shall if so directed be immediately removed by the contractor.

(iii) Coarse aggregate to be used for this work:

I. For 1: 1 ½ : 3 and 1:2:4 grade concrete:
20 mm down wholly passing 40 mm sieve size and wholly retained as 12.5mm sieve size.

II. For 1:3:6 grade concrete
30 mm down wholly passing 40 mm sieve size and wholly retained 25mm sieve size .

III. For 1:2:4 in floor:
12 mm down wholly passing 20 mm sieve size wholly retained 10 mm sieve size.

(d) FINE AGGREGATE :

(i) Fine aggregate shall consist of hard strong durable clean particles of natural sand, crushed stone or crushed gravel or suitable combination of natural sand and crushed stone or gravel. They shall not contain dust lumps soft or flaky particles, mica and other deleterious material in such quantities as would reduce the strength or durability of concrete or attack the reinforcement. Fine aggregate shall conform to I.S. 383-1970.

(ii) All sand shall pass through a mesh, three –six –tenths of an inch square measured in the clear. Sand shall not be used if it contains more than 10 percent of fine grains

that pass a 76 mesh sieve as used for cm2 tests. The fineness modulus of sand should normally be not less than 2.

(e) BRICKS

These should be conforming to I.S. 1077 except that minimum compressive strength when tested flat shall not be less than 84 kg/ cm² for individual bricks and 105 kg./cm² for average of 5 specimens, size tolerance 5 percent

(f) WATER :

³/₄ Water for mixing concrete must be clean and free from saline or deleterious materials and must be fit for human consumption. All arrangement for water shall be made by the Contractor at his own cost.

2. WORKMANSHIP;

a) CONCRETING (PLAN AND REINFORCED)

(i) The mix proportions or the strength of the concrete in the various parts of the building shall be/ as specified in the relevant building shall be as specified in the relevant items of work in general are:

I. R.C.C. work in foundation Raft Pedestal, Column, Beams and Slab : 1:1 ½ :3

II. R.C.C. work in lintel, small, chajjas, Portions wall columns, slabs etc. 1:2:4

III. All plain cement concrete work : 1:3:6

(iii) The difference ingredients for concrete for the purpose of correct proportioning shall be measured by volume. The gauge boxes corresponding to the proper quantities of sand and coarse aggregates must be used.

All measurements must be carried out in such a manner that the proportions of the materials may be easily and readily checked. As the volume bulking of sand may vary from day to day at different parts of the same day on account of varying moisture content, frequent tests for building shall be allowed for in the field mix sq. as to keep the actual proportions constant throughout.

iii) ingredients for ordinary concrete made using 50 kg. cement for different grade of concrete shall be

Mix. of Cons.	Total Qty.of dry aggregates (Litres)	Proportion of fine to coarse	Qty.of water (Lts.)
1:1 ½ :3	160	1:2 by volume	30
1:2:4	220	but may vary	32
1:3:6	300	from 1:1 ½ :3	34

(iv) Whatever may be the mode of measurement adopted, cement shall always be measured by weight. The aggregate in each batch of concrete are to be so proportioned as to contain full bags of cement.

(v) The mixing of concrete is to be done in machines to be approved by the **Engineer in Charge** . No hand mixed concrete will be allowed unless specially permitted by the **Engineer-in-charge** but 10(ten) percent extra cement (by volume) shall have to be used. The contractor shall not use. The contractor shall have no claim for any extra payment on this accounts. Hand mixing must be done as on approved platform so as to prevent the loss of any liquid. And the material turned at least twice in the dry state and three times as more after the addition of water until the components are well mixed and give a concrete a uniform colour, texture and

b) For Beams/Slab/Footing/ Lintel 25mm thick
(ii) Shuttering may be approved dressed timber true to line, not less than 2mm thick surface to be in contact with concrete are to be reasonably smooth except where otherwise stated. As an alternative sufficiently rigid steel shutterings may be used. In every case the joints of the shutterings are to be such as to prevent the loss of liquid from the concrete in timber shuttering the joints shall therefore be either tongued and grooved and the joints must be perfectly closed and lined with craft paper on synthetic material or other type of approved materials. In case of steel shuttering also the joints are to be similarly lined.

All shuttering and framing must be adequately stayed and braced to the satisfaction of the Engineer in Charge for properly the concrete during the period of hardening. It shall be so constructed that it may be removed without shocks or vibration to the concrete

Drawing showing shuttering details shall be submitted by the contractor to the Engineer-in-charge for his approval. If required by him member spanning across and opening shall be slightly cambered to compensate for deflection on release of the concreting.

Before the concrete is placed one shuttering must be coated with an approved preparation to prevent the adhesion of the concrete to the moulds from works etc. and it is to be of such nature and so applied that the surface of the finished concrete is not stained care shall also be taken that such approved preparation shall be kept out of contact with the reinforcement the interior of all moulds from work and boxes must be thoroughly washed out with a hose pipe or otherwise so as to be perfectly clean and free from all extraneous matter previous to the deposition of concrete..

All frame work shall be removed without shock or vibrations before the frame work is stripped off the concrete surface shall be exposed where necessary in order to ascertain that the concrete has hardened sufficiently removed after 28 hours and the bottom shuttering of the horizontal member. Such as structural slab etc. after 21 days from the date of placing the last portion of concrete in structure. The above periods are the minimum and may be extended if found necessary, before stripping of the shuttering of the structural member, the contractor shall take previous permission of the **Engineer in Charge** or his representatives.

If directed by the **Engineer in Charge** corners in concrete of 90 or less shall have chamfers of fillet (as the case may be) of 25x15mm even though these may not be shown in the drawing for the measurement.

(d) FOUNDATION TRENCHES:

Foundation trenches should be out true to the alignment and level as shown in the drawing. In case the foundation trenches provided with a lean concrete for which cost has to be borne by the contractor.

The trench foundation should be well rammed before brick flat soling is undertaken. The side slope of pit excavation for foundation shall be decided by the **Engineer in Charge** depending on the prevailing site condition and be accordingly measured for the record.

Executive Municipal Engineer
Siliguri Jalpaiguri Development Authority.