

- For Works estimated to cost
- (i) Upto Rs. 10,000/-
 - (ii) Above Rs. 10,000/- and upto Rs. 50,000/-
 - (iii) Above Rs. 50,000/-

West Bengal Form No. 2911/2911 (i)/(ii) Compatible with NKDA works

No.

of

ITEM RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Assistant Engineer / Executive Engineer, NKDA.
This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work : also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Assistant Engineer / Executive Engineer, shall also be open for inspection by the contractor at the office of the NKDA during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorising him to do so, such power-of-attorney to be produced with the tender and save in the case of a firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Executive Engineer/Assistant Engineer, or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself/themselves before the NKDA through Authorised Executive Engineer to take the refund.
6. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he will not be bound to accept either the lowest tender or any of the tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Assistant Engineer / Executive Engineer, and the contractor shall be responsible for seeing that he makes payment through Banker(s) of NKDA.
8. The memorandum of work tendered for, and the schedule of materials to be supplied by NKDA and their issue rates, shall be filled in and completed in the office of the Assistant Engineer / Executive Engineer, before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the officer to have this done before he completes and delivers his tender.
9. Tenderer to quote rate in percentage basis on estimated amount put to tender.

MEMORANDUM

(a) General description

| | | | | |
|-----|----------------|-----|-----|-----|
| (b) | Estimated cost | ... | ... | Rs. |
|-----|----------------|-----|-----|-----|

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

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

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

(f) Time allowed for the work from date of written order to commence _____ months

| Item No | Item of work | Unit | Per | Rate tendered | |
|---------|--------------|------|-----|---------------|----------|
| | | | | | In words |
| | | | | | |

Note - To be continued on additional sheets as found necessary

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

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

Dated the _____ day of _____ 20 ____ +

Witness ++

Address

Occupation

The above tender is hereby accepted by me on behalf of NKDA

Dated the _____ day of _____ 20 ____ \$

*Give particulars and numbers, stricken out (a) if no cash security deposit is to be taken.

Strike out (b) if any cash security deposit is taken.

+ Signature of contractor before submission of tender

++ Signature of witness to contractor's signature.

\$ Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT

Clause 1. - The person/persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less, and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the New Town Kolkata Development Authority by D/D, B/D, B/C endorsed to the (if deposited for more than 12 months) a sum sufficient with the amount of the earnest-money deposited by him with his tender to make up the full security deposit specified in the tender); or (B) [permit NKDA at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him) amount to ten per cent, of all moneys so payable such deductions to be held by NKDA by way of security deposit). Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case, if the sum so deposited shall not amount to ten per cent, of the total estimated cost of the work, it shall be lawful for NKDA at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten per cent, by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to NKDA under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due or may become due to the contractor by NKDA 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 by D/D, B/D, B/C endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

Security deposit

compensation for delay

Clause 2. - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor 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 the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as NKDA (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 uncommenced, or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within _____ days

from the date of the order for commencement for work and diligently continue such work and further to ensure good progress and during the execution of the work, he shall be bound in all cases in which the time allowed for any work 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, the three-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Executive Engineer on behalf of NKDA (whose decision in writing 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 or unfinished after the proper dates, Provided Always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten per cent, of the tendered amount of the work as shown in the tender.

Action when whole of security deposit is forfeited.

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

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Officer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of NKDA
- (b) To employ labour paid by NKDA and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of his excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by NKDA under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, 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 or any work therefore actually performed under this contract, unless and until the Assistant Engineer / Executive Engineer 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.

Clause 4. -In any case in which of the powers, conferred upon the Executive Engineer by clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions 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 the liability of the contract for past and future compensation shall remain unaffected. In the event of the Executive Engineer putting on 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 of any tools, plant materials and stores, in or upon

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

Powers to take possession of or require removal of or sale contractor's plant.

the works, or the site thereof of belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof ; paying 01 allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools/ plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5. - If the contractor shall desire an extension of the time for completion of the works on the ground of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Executive Engineer 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 Executive Engineer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may, in his opinion, be necessary or proper.

Extension of time

Clause 6. - On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (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, floor, or other parts of any building, in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he think fit and clean off such dirt as aforesaid ; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Final Certificate

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

Payment on intermediate certificates to be regarded as advances

Clause 8A. 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

Submitted monthly

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.

Bills to be on
printed forms

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

Payments of
contractor's bills
to Banks

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

- (i) an authorisation in the form of a legally valid document, e.g., irrevocable power-of attorney conferring authority on the Bank to receive payment; and
- (ii) his own acceptance of the correctness of the account made out as being due to him by NKDA or his signature on the bill or other claim preferred against NKDA, before settlement by the Engineer-in-charge of the account or claim by payment to the Bank. While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly received 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 NKDA is concerned. As part of the arrangement, the financing Bank should give NKDA a letter to this effect.

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

Note 2. - Nothing here is contained shall operate to create in favour of the Bank any rights or equities vis-a-vis NKDA.

Stores supplied
by Government

Clause 10. - If the specification or estimate of work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that 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 contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof; if the same is held in NKDA securities, the same or a sufficient position thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of NKDA, 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 aforesaid being unused by him or for any wastage in or damage to any such materials.

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

Clause 11. - The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours. And the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Clause 12. - The Engineer-in-charge shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do 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 certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of Building and Sanitary & Plumbing of PHED/PWD. / PWD. (Roads) 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 the estimated cost of the entire work put to tender and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour when even basic rate for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in-charge under (a) above, the stipulated percentage above or below schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above, payment shall be made at the rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of NKDA shall be final and binding.

Alterations in specifications and designs.

Do not invalidate contract.

Extension of time in consequence of alteration.

Rates for works not in estimated schedule.

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

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

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

Clause 14. - If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge

Action and compensation payable in case of bad work.

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 per cent, on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Works to be open to inspection.

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

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

Clause 16. - The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work ; and if any work, shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

Clause 17. - If the contractor or his workmen or servants shall break, deface, unjure or destroy any part of a building in which they may be working or any building, road, road-curbs, fence enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass, or grass-land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be than, 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 the 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 a road work) after the issue of the certificates, final or otherwise of the completion of the work, subject to the condition that no such refund of security deposit shall be allowed till the final bill has been prepared and passed. Provided, however, that in the case of a road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of security deposit may be refunded after 3 months of the issue of the said certificate of completion. Provided further that in the case of any work (whether road, building, bridge, electrical, sanitary & plumbing etc.) where the Engineer-in-charge is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reasons beyond his control, the Engineer-in-charge in his discretion may make a proportionate refund of the security deposit to the contractor.

The contractor shall be responsible for rectifying defects in asphaltic work noticed within a year from the date of completion of the work and the portion of the security deposit relating the asphaltic work shall be refundable after the expiry of this period.

Contractor to supply plant ladder, scaffolding etc.

Clause 18. - The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled

to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

Clause 18A. - The contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by NKDA to the contractor for use in the execution of the works under this contract and shall be liable for any loss of and damages caused to the said rollers, machinery, tools and implements by any reason whatsoever during the possession of the contractor and shall on demand pay to NKDA such amount as may be fixed by NKDA for such loss and damages, the decision of NKDA in that respect being final. Should the contractor fail or neglect to pay such amount on demand NKDA shall have the right and be entitled, in addition to the other rights and remedies available to it deduct such amount from the amount of security deposited by the Contractor and/or any amount remaining payable to the contractor under this contract for any work done by the contractor.

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

NKDA 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 NKDA full security for all costs for which NKDA might become liable in consequence of contesting such claim.

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

Labour

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

Clause 19B. - The contractor should pay his labourers wages not less in amount than what is considered reasonable for the locality by NKDA.

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

Work on Sundays.

Clause 21. - The contract shall not be assigned or sublet without specific orders from NKDA in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of NKDA 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 the contractor shall thereupon stand forfeited and be absolutely at the disposal of NKDA, and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, and in addition the contract shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to be sublet

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

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

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

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

Changes in constitution of firm

Works to be under direction of NKDA

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

Settlement of disputes

Clause 25. - Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman of NKDA, should the Chairman be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by the Chairman, NKDA. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

Settlement of disputes

Clause 25(i). - Shall not be applicable for contracts below Rs. 100 (hundred) Lakh and this clause shall be treated to be deleted so far as contracts below Rs. 100 (hundred) Lakh are concerned, "The award shall be speaking one, that is the arbitrator shall recite facts and reasons assign in support, of the award after discussing fully the claims and conditions of the parties".

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

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.

Lump sums in estimates

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

Action where no specification is mentioned

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.

Definition of works

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

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

Interpretation clause -

The NKDA means the New Town Kolkata Development Authority and his successors.

The Executive Engineer means the respective Executive Engineer, NKDA, for the time being holding the charges since entrusted to him by NKDA.

The Assistant Engineer means the respective Assistant Engineer, NKDA, for the time being holding the charges since entrusted to him by NKDA.

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

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1998

ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the NKDA if the same is supplied by NKDA the value of the cement returned to NKDA will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of the Respective Executive Engineer or the Asst. Engineer (if nominated for the purpose by the Respective Executive Engineer) he may be held guilty of theft. In this connection the provision of clause 10 may be referred to, where it is clearly stated that all materials issued to the contractors shall remain the property of NKDA.
2. The contractor shall have to make his own arrangements for water, both for the work and use by his cooly, etc, for steam road rollers and for all tools and plant, etc, required on the work.
3. Contractors will be responsible for the payments of all water charges payable to the Corporation of Calcutta or any other water works authority including NKDA.
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 Ex. Engineer to 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 conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.
6. Contractors in the course of their work should understand that all materials (e.g. store and other materials) obtained in the work of dismantling, excavation, etc. will be considered NKDA property and will be disposed of to best advantage of NKDA.
7. Owing to difficulty in obtaining certain materials in open market due to war NKDA 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 NKDA 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 NKDA on account of delay in supplying materials.
8. The minimum period for which a road roller is required be used by a contractor shall be determined by the Respective Executive Engineer NKDA on the basis of the quantity of metal that can be consolidated by a roller per day and the Respective Executive Engineer's decision shall be final. If the roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water, etc, additional hire charges shall be levied at the rates specified below under "A, Hire charges" for the additional period the roller works.
9. No compensation for any damage done by rain or traffic during the execution of the work will be made.
10. Whenever a work is carried out in a municipal area, electric lights or electric danger signals wherever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by NKDA but the contractor will bear all the expenses.
11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.
12. The contractors should give complete specifications showing the method of execution and the quantity and quality of material 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 Respective Executive Engineer NKDA the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.
14. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under clause 12 of the contract, if such additional work shall consist of items which have already been quoted for, or, items not quoted for, but appearing in. District Schedule.
15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done. NKDA shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.

Inconvenience of the public

16. The contractor(s) shall not deposit material on any site which will seriously inconvenience the public. The Engineer-in-charge may require the contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.
17. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish etc, will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.
18. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site or premises cleared of debris, etc. and recover the cost from the bill of the contractor if the latter shows slackness in observing this clause.
19. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY NKDA

Road rollers, if available, shall be supplied by NKDA on hire upon payment of the charges at the following rates and on the conditions specified below. The contractor should requisition road rollers at least six weeks before the date on which these are required mentioning the dates on which delivery is desired. In case rollers cannot be made available to the contractor on that date requisite extension of time shall be granted to the contractor for completion of the work but no compensation for loss of labour or any other cause shall be entertained.

A - HIRE CHARGES

- (1) Road rollers, petrol, diesel or steam - 8 tons or over - Rs. 15/- per day ;
- (2) Road rollers, petrol, diesel or steam - 6 tons or less - Rs. 12/- per day ;

The pay of drivers, firemen or khalasi and chowkidar will have to be paid for extra at the following rates :

- (1) Petrol or diesel roller, per roller-
 - (i) One driver @ Rs. 3/50 per day
 - (ii) One Khalasi @ Rs. 2/- " "
 - (iii) One chowkidar @ Rs. 2/- " "

(2) Steam roller, per roller -

- (i) One driver @Rs. 3.50/-per day
- (ii) One fireman @Rs. 2/- " "
- (iii) One chowkidar @Rs. 2/- " "

B- CONDITIONS

1. (a) The road rollers will be made over and taken back at the site of work. The charges for same shall be recovered at the prescribed rates (both the hire charges and the wages of drivers, firemen or khalasi and chowkidar) from the date the road roller is made over till the date of its return even though the roller may not have been working for any cause except when it gets out of order (due to no fault of contractor) and requires major repairs. But such exemption shall only be allowed on specific orders of the Respective Executive Engineer indicating the period for which exemption from payment of the above charges is allowed and the reasons thereof. In all other cases of stoppage of a roller, the contractor shall be liable to pay for both the hire charges and wages for drivers, firemen or khalasi and chowkidars.
- (b) The rollers and other equipments shall be fully utilised for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working condition. The maximum time limit including extra allowance in terms of working days for each type of rolling shall be as shown in the Statements I and II enclosed. Any excess time involved beyond this schedule period shall be charged at double the normal rate of hire charge for each working day in excess. For this purpose part of a day shall be counted as a full day. No exemption shall be allowed unless the contractor applied for it and can prove to the satisfaction of the Engineer-in-charge that the excess time involved was not due to any fault of the contractor.
2. Rollers issued to contractors must remain in charge of the Departmental drivers, throughout the period the same are used by the contractor and are not returned back by the contractor.
3. Rollers issued to 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, fireman or khalasi and chowkidar for the whole week. The cost of obtaining water for washing the rollers shall be borne by the contractor.
4. The hire charges are exclusive of cost of grease and lubricating oil, which will be supplied free by the Department.
5. Fuel, petrol and chopped fire-wood for the working of road rollers, match and kerosine oil required for lighting up will be supplied by the hirer at his expense. Steam coal for steam road rollers and diesel oil for diesel road rollers will be supplied by the Department at the rate scheduled at page 11 of the agreement and cost debited to the contractor's account accordingly.

SPECIFICATIONS GOVERNING ISSUE OF ROAD ROLLERS

The number of working days to be allowed for finishing each individual item of work is shown below with extra allowances.

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

STATEMENT - 1

(a) For steam road roller or diesel road rollers - 8 tons or over.

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

| Sl. No. | Time of works | Time to be allowed for completion No. of working days | Remarks |
|---------|--|--|--|
| 1. | Rolling subgrade ... | 16,000 sq.ft. per day (of finished road surface) | Extra allowance may be 1 day for each completed mile. |
| 2. | Roller subgrade with single brick flat soling ... | 12,000 sq.ft. per day (Do) | (Do) |
| 3. | Do with double brick flat soling ... | 10,000s. ft. per day (Do) | (Do) |
| 4. | Do with a single brick on edge over a brick flat soling ... | 8,000 s. ft. per day (Do) | (Do) |
| 5. | Rolling jhama metal ... | 1,000 cft. per day (of new metal) | Extra allowance may be 2 days for each completed mile. |
| 6. | Rolling stone metal - | | |
| | (a) Rajmahal or Pakur or similar trap metal ... | 500 cft. per day (Do) | (Do) |
| | (b) Other kind of stone metal ... | 600 cft. per day (Do) | (Do) |
| 7. | Rolling dry chips or buzree in painting works (size ¾" or ½") in new works | 6,000 sft. per day (of finished road surface) | Extra allowance may be 1 day for each completed mile |
| 8. | Do Do. over painted road surface | 8,000 sft. per day (Do) | (Do) |
| 9. | Rolling premixed chips or buzree (¾" size) with paint - | | |
| | (a) initial cost ... | 4,000 sft. per day (Do) | (Do) |
| | (b) Other painted surface ... | 5,000 sft. per day (Do) | (Do) |
| 10. | Rolling Carpet | | |
| | (a) 1" thick ... | 4,000 sft. per day (Do.) | (Do) |

STATEMENT - II

(b) For steam road roller or diesel road roller - 6 tons or less.

Time to be allowed in respect of each item of work is the same as per Statement I in case of roller if 8 tons or above plus 25 per cent extra.

Extra allowances may be the same as per Statement I in case of roller of 8 tons or above.

TAR AND BITUMEN

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

The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae before the process of painting is started and shall hypothecate it to the Engineer-in-charge against money advanced

by NKDA. If any bitumen or tar remain unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work a corresponding deduction equivalent to the cost of unused material as determined by the Engineer-in-charge shall be made and the material returned to the contractors. Although the materials are hypothecated to NKDA the contractor undertakes the responsibility of their proper watch, safe custody and protection against all risks. The materials shall not be removed from the site of work without the consent of the Engineer-in-charge in writing.

ADDITIONAL CLAUSES

1. In cases where the responsibility of despatch of stores rests with the suppliers but the freight is payable by the purchaser, the supplier should despatch the stores by the most economical method, using the full wagon load whenever it is possible and economical to do so failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should get in touch with the Purchaser Office concerned and in cases of despatch of stores which are the property of the Defence Department at the time of despatch, the supplier may obtain the advice of the "Movement Control Section". Station Staff Officers or the Controller of Supplies of the stations concerned.
2. The contractor will have to make his own arrangements for the carriage of materials.
3. Imported labour may be allotted to contractors at the market rate for labour employed in the locality in cases where the employment of this labour by the contractors is of mutual advantage to NKDA and the contractors.

But in cases where the contractor has failed to secure his own labour, imported labour may be forced on him at rate to be decided by NKDA. The decision of NKDA as to the circumstances in which, the employment of imported labour is of mutual advantage will be final and binding on all parties to the contract.

In other cases, imported labour need not be forced on contractors but the Respective Executive Engineer, NKDA should at once give notice in writing to all contractors that if they object to taking labour from the Government now but later require labour to complete their work in time, they will be allotted labour from NKDA as available and will be charged full cost at existing rates.

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



- For Works estimated to cost
- (i) Upto Rs. 10.000/-
 - (ii) Above Rs. 10,000/- and upto Rs. 50,000/-
 - (iii) Above Rs. 50,000/-

West Bengal Form No. 2911/2911 (i)/(ii) Compatible with NKDA works

No.

of

ITEM RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Assistant Engineer / Executive Engineer, NKDA.
This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work : also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Assistant Engineer / Executive Engineer, shall also be open for inspection by the contractor at the office of the NKDA during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorising him to do so, such power-of-attorney to be produced with the tender and save in the case of a firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Executive Engineer/Assistant Engineer, or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself/themselves before the NKDA through Authorised Executive Engineer to take the refund.
6. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he will not be bound to accept either the lowest tender or any of the tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Assistant Engineer / Executive Engineer, and the contractor shall be responsible for seeing that he makes payment through Banker(s) of NKDA.
8. The memorandum of work tendered for, and the schedule of materials to be supplied by NKDA and their issue rates, shall be filled in and completed in the office of the Assistant Engineer / Executive Engineer, before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the officer to have this done before he completes and delivers his tender.
9. Tenderer to quote rate in percentage basis on estimated amount put to tender.

MEMORANDUM

(a) General description

| | | | | |
|-----|----------------|-----|-----|-----|
| (b) | Estimated cost | ... | ... | Rs. |
|-----|----------------|-----|-----|-----|

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

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

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

(f) Time allowed for the work from date of written order to commence _____ months

| Item No | Item of work | Unit | Per | Rate tendered | |
|---------|--------------|------|-----|---------------|----------|
| | | | | | In words |
| | | | | | |

Note - To be continued on additional sheets as found necessary

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

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

Dated the _____ day of _____ 20 ____ +

Witness ++

Address

Occupation

*Give particulars and numbers, stricken out (a) if no cash security deposit is to be taken.

Strike out (b) if any cash security deposit is taken.

+ Signature of contractor before submission of tender

++ Signature of witness to contractor's signature.

\$ Signature of the officer by whom accepted.

The above tender is hereby accepted by me on behalf of NKDA

Dated the _____ day of _____ 20 ____ \$

CONDITIONS OF CONTRACT

Clause 1. - The person/persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less, and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the New Town Kolkata Development Authority by D/D, B/D, B/C endorsed to the (if deposited for more than 12 months) a sum sufficient with the amount of the earnest-money deposited by him with his tender to make up the full security deposit specified in the tender); or (B) [permit NKDA at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him) amount to ten per cent, of all moneys so payable such deductions to be held by NKDA by way of security deposit). Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case, if the sum so deposited shall not amount to ten per cent, of the total estimated cost of the work, it shall be lawful for NKDA at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten per cent, by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to NKDA under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due or may become due to the contractor by NKDA 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 by D/D, B/D, B/C endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

Security deposit

compensation for delay

Clause 2. - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor 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 the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as NKDA (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 uncommenced, or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within _____ days

from the date of the order for commencement for work and diligently continue such work and further to ensure good progress and during the execution of the work, he shall be bound in all cases in which the time allowed for any work 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, the three-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Executive Engineer on behalf of NKDA (whose decision in writing 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 or unfinished after the proper dates, Provided Always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten per cent, of the tendered amount of the work as shown in the tender.

Action when whole of security deposit is forfeited.

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

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Officer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of NKDA
- (b) To employ labour paid by NKDA and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Divisional Officer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of his excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by NKDA under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, 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 or any work therefore actually performed under this contract, unless and until the Assistant Engineer / Executive Engineer 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.

Clause 4. -In any case in which of the powers, conferred upon the Executive Engineer by clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions 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 the liability of the contract for past and future compensation shall remain unaffected. In the event of the Executive Engineer putting on 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 of any tools, plant materials and stores, in or upon

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

Powers to take possession of or require removal of or sale contractor's plant.

the works, or the site thereof of belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof ; paying 01 allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools/ plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5. - If the contractor shall desire an extension of the time for completion of the works on the ground of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Executive Engineer 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 Executive Engineer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may, in his opinion, be necessary or proper.

Extension of time

Clause 6. - On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (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, floor, or other parts of any building, in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he think fit and clean off such dirt as aforesaid ; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Final Certificate

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

Payment on intermediate certificates to be regarded as advances

Clause 8A. 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

Submitted monthly

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.

Bills to be on
printed forms

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

Payments of
contractor's bills
to Banks

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

- (i) an authorisation in the form of a legally valid document, e.g., irrevocable power-of attorney conferring authority on the Bank to receive payment; and
- (ii) his own acceptance of the correctness of the account made out as being due to him by NKDA or his signature on the bill or other claim preferred against NKDA, before settlement by the Engineer-in-charge of the account or claim by payment to the Bank. While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly received 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 NKDA is concerned. As part of the arrangement, the financing Bank should give NKDA a letter to this effect.

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

Note 2. - Nothing here is contained shall operate to create in favour of the Bank any rights or equities vis-a-vis NKDA.

Stores supplied
by Government

Clause 10. - If the specification or estimate of work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that 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 contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof; if the same is held in NKDA securities, the same or a sufficient position thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of NKDA, 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 aforesaid being unused by him or for any wastage in or damage to any such materials.

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

Clause 11. - The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours. And the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Clause 12. - The Engineer-in-charge shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do 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 certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of Building and Sanitary & Plumbing of PHED/PWD. / PWD. (Roads) 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 the estimated cost of the entire work put to tender and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour when even basic rate for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in-charge under (a) above, the stipulated percentage above or below schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above, payment shall be made at the rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of NKDA shall be final and binding.

Alterations in specifications and designs.

Do not invalidate contract.

Extension of time in consequence of alteration.

Rates for works not in estimated schedule.

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

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

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

Clause 14. - If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge

Action and compensation payable in case of bad work.

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 per cent, on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Works to be open to inspection.

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

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

Clause 16. - The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work ; and if any work, shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

Clause 17. - If the contractor or his workmen or servants shall break, deface, unjure or destroy any part of a building in which they may be working or any building, road, road-curbs, fence enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass, or grass-land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be than, 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 the 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 a road work) after the issue of the certificates, final or otherwise of the completion of the work, subject to the condition that no such refund of security deposit shall be allowed till the final bill has been prepared and passed. Provided, however, that in the case of a road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of security deposit may be refunded after 3 months of the issue of the said certificate of completion. Provided further that in the case of any work (whether road, building, bridge, electrical, sanitary & plumbing etc.) where the Engineer-in-charge is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reasons beyond his control, the Engineer-in-charge in his discretion may make a proportionate refund of the security deposit to the contractor.

The contractor shall be responsible for rectifying defects in asphaltic work noticed within a year from the date of completion of the work and the portion of the security deposit relating the asphaltic work shall be refundable after the expiry of this period.

Contractor to supply plant ladder, scaffolding etc.

Clause 18. - The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled

to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

Clause 18A. - The contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by NKDA to the contractor for use in the execution of the works under this contract and shall be liable for any loss of and damages caused to the said rollers, machinery, tools and implements by any reason whatsoever during the possession of the contractor and shall on demand pay to NKDA such amount as may be fixed by NKDA for such loss and damages, the decision of NKDA in that respect being final. Should the contractor fail or neglect to pay such amount on demand NKDA shall have the right and be entitled, in addition to the other rights and remedies available to it deduct such amount from the amount of security deposited by the Contractor and/or any amount remaining payable to the contractor under this contract for any work done by the contractor.

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

NKDA 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 NKDA full security for all costs for which NKDA might become liable in consequence of contesting such claim.

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

Labour

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

Clause 19B. - The contractor should pay his labourers wages not less in amount than what is considered reasonable for the locality by NKDA.

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

Work on Sundays.

Clause 21. - The contract shall not be assigned or sublet without specific orders from NKDA in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of NKDA 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 the contractor shall thereupon stand forfeited and be absolutely at the disposal of NKDA, and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, and in addition the contract shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to be sublet

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

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

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

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

Changes in constitution of firm

Works to be under direction of NKDA

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

Settlement of disputes

Clause 25. - Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman of NKDA, should the Chairman be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by the Chairman, NKDA. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

Settlement of disputes

Clause 25(i). - Shall not be applicable for contracts below Rs. 100 (hundred) Lakh and this clause shall be treated to be deleted so far as contracts below Rs. 100 (hundred) Lakh are concerned, "The award shall be speaking one, that is the arbitrator shall recite facts and reasons assign in support, of the award after discussing fully the claims and conditions of the parties".

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

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.

Lump sums in estimates

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

Action where no specification is mentioned

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.

Definition of works

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

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

Interpretation clause -

The NKDA means the New Town Kolkata Development Authority and his successors.

The Executive Engineer means the respective Executive Engineer, NKDA, for the time being holding the charges since entrusted to him by NKDA.

The Assistant Engineer means the respective Assistant Engineer, NKDA, for the time being holding the charges since entrusted to him by NKDA.

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

the above
prior to the

1998

ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the NKDA if the same is supplied by NKDA the value of the cement returned to NKDA will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of the Respective Executive Engineer or the Asst. Engineer (if nominated for the purpose by the Respective Executive Engineer) he may be held guilty of theft. In this connection the provision of clause 10 may be referred to, where it is clearly stated that all materials issued to the contractors shall remain the property of NKDA.
2. The contractor shall have to make his own arrangements for water, both for the work and use by his cooly, etc, for steam road rollers and for all tools and plant, etc, required on the work.
3. Contractors will be responsible for the payments of all water charges payable to the Corporation of Calcutta or any other water works authority including NKDA.
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 Ex. Engineer to 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 conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.
6. Contractors in the course of their work should understand that all materials (e.g. store and other materials) obtained in the work of dismantling, excavation, etc. will be considered NKDA property and will be disposed of to best advantage of NKDA.
7. Owing to difficulty in obtaining certain materials in open market due to war NKDA 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 NKDA 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 NKDA on account of delay in supplying materials.
8. The minimum period for which a road roller is required be used by a contractor shall be determined by the Respective Executive Engineer NKDA on the basis of the quantity of metal that can be consolidated by a roller per day and the Respective Executive Engineer's decision shall be final. If the roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water, etc, additional hire charges shall be levied at the rates specified below under "A, Hire charges" for the additional period the roller works.
9. No compensation for any damage done by rain or traffic during the execution of the work will be made.
10. Whenever a work is carried out in a municipal area, electric lights or electric danger signals wherever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by NKDA but the contractor will bear all the expenses.
11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.
12. The contractors should give complete specifications showing the method of execution and the quantity and quality of material 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 Respective Executive Engineer NKDA the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.
14. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under clause 12 of the contract, if such additional work shall consist of items which have already been quoted for, or, items not quoted for, but appearing in. District Schedule.
15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done. NKDA shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.

Inconvenience of the public

16. The contractor(s) shall not deposit material on any site which will seriously inconvenience the public. The Engineer-in-charge may require the contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.
17. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish etc, will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.
18. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site or premises cleared of debris, etc. and recover the cost from the bill of the contractor if the latter shows slackness in observing this clause.
19. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

ADDITIONAL CONDITIONS WHEN ROAD ROLLERS ARE SUPPLIED BY NKDA

Road rollers, if available, shall be supplied by NKDA on hire upon payment of the charges at the following rates and on the conditions specified below. The contractor should requisition road rollers at least six weeks before the date on which these are required mentioning the dates on which delivery is desired. In case rollers cannot be made available to the contractor on that date requisite extension of time shall be granted to the contractor for completion of the work but no compensation for loss of labour or any other cause shall be entertained.

A - HIRE CHARGES

- (1) Road rollers, petrol, diesel or steam - 8 tons or over - Rs. 15/- per day ;
- (2) Road rollers, petrol, diesel or steam - 6 tons or less - Rs. 12/- per day ;

The pay of drivers, firemen or khalasi and chowkidar will have to be paid for extra at the following rates :

- (1) Petrol or diesel roller, per roller-
 - (i) One driver @ Rs. 3/50 per day
 - (ii) One Khalasi @ Rs. 2/- " "
 - (iii) One chowkidar @ Rs. 2/- " "

(2) Steam roller, per roller -

- (i) One driver @Rs. 3.50/-per day
- (ii) One fireman @Rs. 2/- " "
- (iii) One chowkidar @Rs. 2/- " "

B- CONDITIONS

1. (a) The road rollers will be made over and taken back at the site of work. The charges for same shall be recovered at the prescribed rates (both the hire charges and the wages of drivers, firemen or khalasi and chowkidar) from the date the road roller is made over till the date of its return even though the roller may not have been working for any cause except when it gets out of order (due to no fault of contractor) and requires major repairs. But such exemption shall only be allowed on specific orders of the Respective Executive Engineer indicating the period for which exemption from payment of the above charges is allowed and the reasons thereof. In all other cases of stoppage of a roller, the contractor shall be liable to pay for both the hire charges and wages for drivers, firemen or khalasi and chowkidars.
- (b) The rollers and other equipments shall be fully utilised for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working condition. The maximum time limit including extra allowance in terms of working days for each type of rolling shall be as shown in the Statements I and II enclosed. Any excess time involved beyond this schedule period shall be charged at double the normal rate of hire charge for each working day in excess. For this purpose part of a day shall be counted as a full day. No exemption shall be allowed unless the contractor applied for it and can prove to the satisfaction of the Engineer-in-charge that the excess time involved was not due to any fault of the contractor.
2. Rollers issued to contractors must remain in charge of the Departmental drivers, throughout the period the same are used by the contractor and are not returned back by the contractor.
3. Rollers issued to 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, fireman or khalasi and chowkidar for the whole week. The cost of obtaining water for washing the rollers shall be borne by the contractor.
4. The hire charges are exclusive of cost of grease and lubricating oil, which will be supplied free by the Department.
5. Fuel, petrol and chopped fire-wood for the working of road rollers, match and kerosine oil required for lighting up will be supplied by the hirer at his expense. Steam coal for steam road rollers and diesel oil for diesel road rollers will be supplied by the Department at the rate scheduled at page 11 of the agreement and cost debited to the contractor's account accordingly.

SPECIFICATIONS GOVERNING ISSUE OF ROAD ROLLERS

The number of working days to be allowed for finishing each individual item of work is shown below with extra allowances.

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

STATEMENT - 1

(a) For steam road roller or diesel road rollers - 8 tons or over.

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

| Sl. No. | Time of works | Time to be allowed for completion No. of working days | Remarks |
|---------|--|--|--|
| 1. | Rolling subgrade ... | 16,000 sq.ft. per day (of finished road surface) | Extra allowance may be 1 day for each completed mile. |
| 2. | Roller subgrade with single brick flat soling ... | 12,000 sq.ft. per day (Do) | (Do) |
| 3. | Do with double brick flat soling ... | 10,000s. ft. per day (Do) | (Do) |
| 4. | Do with a single brick on edge over a brick flat soling ... | 8,000 s. ft. per day (Do) | (Do) |
| 5. | Rolling jhama metal ... | 1,000 cft. per day (of new metal) | Extra allowance may be 2 days for each completed mile. |
| 6. | Rolling stone metal - | | |
| | (a) Rajmahal or Pakur or similar trap metal ... | 500 cft. per day (Do) | (Do) |
| | (b) Other kind of stone metal ... | 600 cft. per day (Do) | (Do) |
| 7. | Rolling dry chips or buzree in painting works (size $\frac{3}{4}$ " or $\frac{1}{2}$ ") in new works | 6,000 sft. per day (of finished road surface) | Extra allowance may be 1 day for each completed mile |
| 8. | Do Do. over painted road surface | 8,000 sft. per day (Do) | (Do) |
| 9. | Rolling premixed chips or buzree ($\frac{3}{4}$ " size) with paint - | | |
| | (a) initial cost ... | 4,000 sft. per day (Do) | (Do) |
| | (b) Other painted surface ... | 5,000 sft. per day (Do) | (Do) |
| 10. | Rolling Carpet | | |
| | (a) 1" thick ... | 4,000 sft. per day (Do.) | (Do) |

STATEMENT - II

(b) For steam road roller or diesel road roller - 6 tons or less.

Time to be allowed in respect of each item of work is the same as per Statement I in case of roller if 8 tons or above plus 25 per cent extra.

Extra allowances may be the same as per Statement I in case of roller of 8 tons or above.

TAR AND BITUMEN

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

The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulae before the process of painting is started and shall hypothecate it to the Engineer-in-charge against money advanced

by NKDA. If any bitumen or tar remain unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work a corresponding deduction equivalent to the cost of unused material as determined by the Engineer-in-charge shall be made and the material returned to the contractors. Although the materials are hypothecated to NKDA the contractor undertakes the responsibility of their proper watch, safe custody and protection against all risks. The materials shall not be removed from the site of work without the consent of the Engineer-in-charge in writing.

ADDITIONAL CLAUSES

1. In cases where the responsibility of despatch of stores rests with the suppliers but the freight is payable by the purchaser, the supplier should despatch the stores by the most economical method, using the full wagon load whenever it is possible and economical to do so failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should get in touch with the Purchaser Office concerned and in cases of despatch of stores which are the property of the Defence Department at the time of despatch, the supplier may obtain the advice of the "Movement Control Section". Station Staff Officers or the Controller of Supplies of the stations concerned.
2. The contractor will have to make his own arrangements for the carriage of materials.
3. Imported labour may be allotted to contractors at the market rate for labour employed in the locality in cases where the employment of this labour by the contractors is of mutual advantage to NKDA and the contractors.

But in cases where the contractor has failed to secure his own labour, imported labour may be forced on him at rate to be decided by NKDA. The decision of NKDA as to the circumstances in which, the employment of imported labour is of mutual advantage will be final and binding on all parties to the contract.

In other cases, imported labour need not be forced on contractors but the Respective Executive Engineer, NKDA should at once give notice in writing to all contractors that if they object to taking labour from the Government now but later require labour to complete their work in time, they will be allotted labour from NKDA as available and will be charged full cost at existing rates.

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

