



## WEST BENGAL HOUSING BOARD

(Estd. under W.B. Act XXXII of 1972)

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Memo.No.:354/JD(EW)-III/SLG/HB

Dated:25.08.2014

### NOTICE INVITING e-TENDER

(WBHB/JD(EW)- SLG/NIT-03/2014-2015/2<sup>ND</sup> CALL)

The Joint Director (EW)-III/SLG, West Bengal Housing Board, invites e-tender for the work detailed in the table below.(Submission of Bid through online).

SL.no	Name of Work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Cost of Tender documents (Non-refundable)	Period of Completion	Engineer-in-charge Of the work	Eligibility of Bidder
1.	"Dismantling of Dilapidated brick wall and construction of compound wall along the periphery of 2(Two) L.I.G. Clusters within Siliguri Satellite Township Project, at Dabgram, Fulbari, Dist- Jalpaiguri under West Bengal Housing Board.	<b>26,94,586.00</b> (Rupees twenty six lakh ninety four thousand five hundred eighty six) only.	<b>53,892.00</b> in the shape of bank Draft/ Pay order from any nationalized/ Scheduled Bank drawn in favour of 'West Bengal Housing Board'.	<b>Rs.2500</b> (per set) to be deposited by the successful Bidder during formal Agreement after issuance of LOA. Cost of Tender document is not required during participation in NIT.	60 (Sixty Days)	Deputy Director (EW)- Siliguri H.P.	Bonafide & resourceful outsiders fulfilling requisite eligibility criteria as stated in the NIT

1. In the event of e-filling, intending bidder may download the tender documents from the website: <http://etender.wb.nic.in> directly with the help of Digital Signature Certificate & necessary earnest money may be remitted through demand draft/pay order issued from any nationalized/scheduled bank in favour of 'West Bengal Housing Board' and also to be documented through e-filling (scan copy is to be submitted). The original part of online submission of EMD (Earnest Money Deposit) should be submitted physically to the office of the Joint Director(EW)-III/SLG, W.B.H.B. under sealed cover within the prescribed date and time limit stated in **Sl. No. 12** of this N.I.T. However the department (Tender Inviting Authority) will not be held responsible for late delivery or loss of the DD/PO if mailed through post/courier.

NOTE: Since it a 2<sup>nd</sup> call the previous demand draft and bank solvency certificate may be submitted.

2. Both **Technical bid and Financial Bid** are to be submitted in technical (Statutory & Non-Statutory folder) and financial folder concurrently duly digitally signed in the website <http://etender.wb.nic.in> as per tender time schedule stated in **Sl. No. 12**. The documents submitted by the bidders should be properly indexed & digitally signed.
3. The FINANCIAL OFFER of the prospective Bidder will be considered only if the TECHNICAL document

(both statutory and non-statutory) of the Bidder found qualified by the Tender committee W.B.H.B. The decision of the Tender committee, W.B.H.B. will be final and absolute in this respect. The both list of Responsive and Non-Responsive Bidders will be displayed in the website and also in the Notice Board of the Joint Director (EW)–III/SLG, W.B.H.B. on the scheduled date and time.

4. **Eligibility criteria for participation in the tender.**

- i) The prospective bidders shall have satisfactorily completed **as a prime agency** during the last 5 (five) years from the date of issue of this Notice at least one work of similar nature under authority of State/ Central Govt., State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/ State Govt. and having a magnitude of **40 (forty) percent** (price updated @ 10% per annum, compoundable from the date of completion of work) of the amount put to tender. Details of such work experience is to be furnished in Section-2, Form-VI. [Non statutory Documents]

**N.B. :- Completion certificate should contain a) Name of work, (b) Name and address of Client, (c) Amount put to tender, (d) Date of commencement of work (e) Date of completion of work (f) Reason for abnormal delay, if any (g) Final Bill Amount.**

- ii) The available **Bid Capacity** (to be calculated on the basis of prescribed format) of the prospective applicant shall not be less than the Estimated amount put to tender as Detailed in **Section-2, Form-II(Financial)**.
- iii) The prospective Bidders shall have in their full time engagement Technical personnel with adequate experience.  
The Bidder will furnish the documents of Qualification and experience of such Technical personnel for Technical Evaluation as per **Form-IV, Section-2.)** [Non statutory Documents]
- iv) The prospective Bidders should own or arrange through lease deed (lease hold agreement) the required plant and machineries of prescribed specifications as shown in format(Details as mentioned in **Section-2, Form-V**). Conclusive proof of ownership (Tax Invoice, Way Bill, Delivery Challan, incorporation in the Balance Sheet as fixed asset) for each plant and machineries in working condition shall have to be submitted. Present location of installation of main Plant and Machineries as mentioned in specified format has also to be disclosed. Present status / location of all the Plant and Machineries are needed to be provided. If the same is already engaged in the other works, then name of client along with his contact number should be furnished in the declaration by the intended tenderer countersigned by the client with tentative date of release of such Plant and Machineries where the same are presently engaged. If necessary, authority/ screening committee may inspect Plant and Machineries physically or call for the original documents as proof of Ownership in favour of owner / lessor of the same. Plant and Machineries should be owned or arranged through lease deed(lease hold agreement) by the Applicant. **[Non Statutory Documents]**
- v) The **Working Capital** shall not be less than 15(Fifteen) percent of the amount put to tender out of which minimum 10% shall be of applicant's own resource.
- vi) Copies of Income Tax Acknowledgement Receipt for the latest Assessment year / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan Card / VAT Registration Certificate/ Voter ID Card for self identification are to be accompanied with the Technical documents [Non statutory Documents ]
- vii) The agency should possess **Service Tax Registration number** and copies of necessary documents to this effect is to be submitted along with technical documents[Non statutory Documents]. The service tax may be reimbursed to the agency on production of necessary documents by him in due course.
- viii) Successful bidder would have to obtain **Cess Registration certificate** with the labour department, Govt. of West Bengal located in the area where the construction project /work is to be executed before issuance of work order [Non statutory Documents]. No work order will be issued unless the said registration certificate is shown.
- ix) The prospective bidder would also have **Provident fund enrolment No.** issued by appropriate authority[Non statutory Documents].
- x) The Partnership Firm shall furnish the registered partnership deed and the company shall furnish the **Article of Association and Memorandum**. [Non statutory Documents].

- xi) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in **3CD Form** is to be furnished along with Balance Sheet & Profit and Loss A/c. and all schedules forming the part of Balance Sheet and Profit and Loss Account for the last 5 (five) years (year just preceding the current Financial Year will be considered as year-1). Tax Audit report, Balance Sheet and Profit and Loss Account including all schedules forming the part of Balance Sheet and Profit and Loss Account should be in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. **[Non Statutory Documents]**
  - xii) Declaration in **Form –III** of “Qualification Information”(Section-2), regarding Structure and Organization duly digitally signed by the applicant shall be submitted along with application.
  - xiii) Financial Statement in **Form –II** of “Qualification Information”(Section-2) digitally signed by the applicant shall be submitted along with application.
  - xiv) **Joint venture** will not be allowed to participate in the above NIT.
  - xv) A prospective bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.
  - xvi) During construction and till completion of the project, the agency shall have to abide by all rules and regulations of Department of Environment, Govt. of West Bengal to keep pollution under control due to constructional activities. The contractor shall give all notices in this respect and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the Department indemnified against all penalties and liability of every kinds for breach of such statute regulation or law. The following measures shall have to be taken during constructional activities.
    - a) Provision of drinking water, waste water disposal and solid waste management system for labour camps should be ensured. Proper sanitation facility should be provided for construction workers. Health and safety of the workers should be ensured during Construction and personal protective equipment like helmets, gloves, shoes, eye protective equipment for welders, etc. should be provided to the workers.
    - b) 15 m screen and adequate sprinkler arrangement shall be provided to arrest the dust particles of the materials being used for the construction purpose. Care should be taken to keep all material storages adequately covered and contained so that they are not exposed to winds and not created any adverse effects on neighbouring communities.
    - c) Diesel Generator sets deployed during construction phase should have acoustic enclosures and should conform to E(P) Rules prescribed for air and noise emission standards.
    - d) Vehicles / equipment deployed during construction phase should conform to applicable air and noise emission standards.
    - e) Ambient noise levels and air quality should conform to residential standards both during day and night, and should be monitored fortnightly.
5. Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site.
  6. The successful tenderer shall establish field testing laboratory equipped with requisite instruments in conformity with relevant code of practice and technical staff according to the requirements of the works to be executed.
  7. All materials required for the proposed work including Cement, Steel etc. shall be of specified grade and approved brand in conformity with relevant I.S. code (latest revision) & manufacturer, and shall be procured and supplied by the agency at their own cost including all charges for carriage, taxes, royalties etc. **Only branded cement of Ambuja/Ultratech/Lafarge and steel of SAIL/TATA/RINL brand duly test certified will be allowed to use.** Authenticated evidence for purchase of Steel and cement are to be submitted along with challan and test certificate. In the event of further testing opted by the Engineer-in-Charge, such testing from any Government approved Testing Laboratory shall have to be

conducted by the agency at their own cost. All the clauses and additional conditions incorporated in **WBHB Tender Form** in connection with the issue of Departmental Materials and Machinery will not be applicable in this contract.

8. **Constructional Labour Welfare Cess @ 1(one) %** of cost of construction will be deducted from every Bill of the selected agency. Vat, Royalty & all other statutory levy/Cess will have to be borne by the contractor & the rate in the schedule of rates is inclusive of all such taxes and cess as stated above.
9. **Adjustment of Price( increase or decrease) shall not be applicable for the proposed work.**  
Since B.O.Q. for the works under this N.I.T. is based upon the schedule of rates of Public Works Directorate with up to date Addenda & Corrigendum, the bidders shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and / or price adjustment will be allowed by the department thereto under any circumstances.
10. **No Mobilisation Advance and Secured Advance** will be allowed.
11. Bids shall remain valid for a period not less than **120 (One hundred twenty) days** after the dead line date for Financial Bid submission. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
12. **Important Information :**

#### **Date & Time schedule**

Sl. NO.	Particulars	Date & Time
1.	Date of uploading of N.I.T. and Bid	25.08.2014
2.	Date & time of start of downloading Bid	25.08.2014 at 18.00 hrs.
3	Date & time of start of Bid submission (On	25.08.2014 at 18.00 hrs.
4	Date & time of closing of Bid Submission	11.09.2014 at 18-00 hrs.
5	Last date & time of submission of original Documents Earnest Money Deposit (Off line) in the office of the Tender inviting	12.09.2014 up to 16-00 hrs.
6	Date & time of Bid opening for Technical Proposals(Online)	15.09.2014 at 11-00 hrs.
7	Date of uploading list of technically qualified bidders (online)	To be notified after evaluation of Technical Bid.
8	Date & time of Bid opening for Financial Proposal(Online)	To be notified during uploading of Technical Evaluation Sheet of Bidders

13. **Clause No. 25 of Conditions of Contract of the Tender Form of WBHB relating to settlement of disputes has been modified as follows : -**

**"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 relating to the contracts designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer- in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter. The Dispute Redressal Committee shall be constituted with the following officials as members -

1	Secretary, Housing Department, Government of West Bengal	Chairman
2	Housing Commissioner, West Bengal Housing Board.	Member
3	Director (Engineering), West Bengal Housing Board.	Member Secretary and Convenor
4	F.A.-cum-C.A.O., Finance Wing, West Bengal Housing Board.	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate."

14. Prospective bidders shall have to execute the work in such a manner so that appropriate service level of the Building is to be maintained up to a period of 3 (Three) years from the date of successful completion of the work to the entire satisfaction of Engineer-in-Charge. If any defect/ damage is found during the period as mentioned above the contractor shall make the

same good at his own expense to the specification at par with instant project work, or in default, the Engineer-in-charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to the contractor or from his security deposit. Refund of Security Deposit will only be made on the pro-rata basis i.e. release of such security deposit to the tune of 30% on expiry of 1<sup>st</sup> year (from date of completion of the work), another 30% on expiry of 2<sup>nd</sup> year & rest 40% on expiry of 3<sup>rd</sup> year. **Clause No. 17 of the conditions of contract of the Tender Form of West Bengal Housing Board** has been modified accordingly.

15. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
16. **Earnest Money** : The amount of Earnest Money @ 2% (two percent) of the Estimated amount put to tender for the work is to be submitted in the shape of Bank Draft/Pay Order of any nationalized/scheduled bank drawn in favour of '**WEST BENGAL HOUSING BOARD**' against the work. This clause is applicable for all categories of applicants. Earnest money so deposited by the successful tenderer shall on issuance of work order be automatically converted into part security money and a balance of 8% of amount of each running account bill shall have to be deducted to make it a total 10 % of security deposit of the work.
17. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting e-Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
18. The Tender Inviting Authority reserves the right to reject any application for participating in bidding process and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at the stage of Bidding.
19. **Refund of EMD**: The Earnest Money of all the unsuccessful Tenderers deposited along with the Tenders will be refunded by the Tender Inviting Authority on receipt of application from Tenderers for such refund after issuance of work order to the successful bidder.
20. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' (ITB) and various conditions in "Conditions of Contract", "Special Terms & Conditions" & other bidding documents before tendering the bids.
21. No Conditional/ Incomplete tender will be accepted under any circumstances.
22. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 or the notifications thereof or any other laws relating thereto and the rules made and order issued thereunder from time to time pursuant to **Clause 3** of "Conditions of Contract".
23. **Guiding schedule of rates**: For Building Works: Schedule of rates of P.W.D. with effect from 01/07/2014 for Building, Sanitary & Plumbing works, materials and labour and PW(RDS) Dte. Schedule of rates with effect from 01/07/2014 and current Schedule of Rates for Electrical Works along with up-to-date corrigenda and addenda to be applicable on the date of issue of this notice. Rate of items which are not available in above Schedule of Rates has been derived by proper analysis of rate based on market price.

24. In case of ascertaining the authority of the intending bidders at any stage of tender process or execution of work, necessary registered irrevocable power of attorney in original is to be produced for verification as and when asked for by the Tender Inviting & Accepting Authority / Engineer -in-Charge.
25. During the scrutiny, if it comes to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice. The Tender Inviting Authority reserves the right to cancel the N.I.T. due to unavoidable circumstances without assigning any reason, whatsoever, to the bidders and no claim in this respect will be entertained.
26. In case if there be any objection regarding Prequalifying the Agency, that should be lodged to the Chairman, Tender Evaluation Committee within 48 hours from the date of publication of list of qualified Bidders and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.
27. During the process of scrutiny of tender document, the tender inviting authority or his authorized representative may verify the credential and other related documents as submitted by the Bidders with the original, if necessary. After verification, if it is found that the documents submitted by the Bidders is either manufactured or false, the bid submitted by the Bidder will be summarily rejected and the Earnest Money deposited by the bidder will be forfeited by the Tender Inviting Authority without assigning any reason thereof.
28. The set of Tender/Bidding Documents comprises the documents listed below :
- i) Notice Inviting Tender with all addenda & corrigendum, if any.
  - ii) Instruction to Bidders (Section-1),
  - iii) Filled up forms of Qualification Information (Section-2),
  - iv) Printed WBHB Tender Form,
  - v) Special Terms & Conditions (Section-3),
  - vi) Contract Data (Section-4),
  - vii) Technical Specification (Section-5),
  - Vii) Drawings, if any (Section-6),
  - ix) Bill of Quantities (BOQ),
  - x) Contractor's Bid (Documents furnished by Contractor),
29. The documents forming the Contract shall be interpreted in the following order of priority :
- i) Agreement,
  - ii) Letter of Acceptance, Notice to proceed with the work (i.e. Work Order),
  - iii) Contractor's Bid,
  - iv) Contract Data,
  - v) Printed WBHB Tender Form including Special Terms & Conditions,
  - vi) Technical Specifications,
  - vii) Drawings,
  - viii) Bill of Quantities (BOQ),
30. **Qualification criteria.**
- The tender inviting & Accepting Authority through a 'Tender Evaluation Committee' will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding :
- a)Financial Capacity.**
  - b)Technical Capability comprising of personnel & equipment capability.**
  - c)Experience/Credential.**

The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized..If

any document submitted by a bidder is found either manufactured or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice with forfeiture of earnest money forthwith or will be debarred from participation in any tender within the jurisdiction of WBHB for a period of 1 (one) year or more as deemed fit by the Tender Inviting authority.

31. "Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour by the rest of the directors of such company or the partners of such firm, uploading such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1998".

**Joint Director (EW)-III/SLG,  
West Bengal Housing Board**

**Memo.No.:354/1/(6)JD(EW)-III/SLG/HB**

**Dated:25.08.2014**

**Copy forwarded for information & wide circulation to the :-**

1. Vice-Chairman, HRBC, St. Georges Gate Road, Kol.
2. Chief Engineer, Housing Directorate, Govt. of W.B. N.S.Building, Kol.
- 3 . Director General (Operation), KMDA, Unnayan Bhawan Salt Lake,
4. Superintending Engineer (P.W.D), Presidency Circle.-I/New Secretariat Building, Kolkata.
5. Federation of Contractors' Association, West Bengal.
6. Contractors' Association, West Bengal Housing Board.

**Joint Director (EW)-III/SLG,  
West Bengal Housing Board.**



Copy forwarded for kind information to :-

1. Housing Commissioner, WBHB
2. Director (Engg.),WBHB
3. FA-Cum-CAO,WBHB
4. CA-Cum-AP,WBHB
- 5 . DHC & Secy., WBHB
6. JD(EW)-I/II/IV/V(E.P.)/(EEW)/,WBHB
7. L.A.O./ASC-I, WBHB with the request to publish the Notice in BOARD's Web site.
8. DD(EW)-SILIGURI H.P, WBHB
9. . Estimator, JD (EW)-III/SLG,WBHB.

**Joint Director (EW)-III/SLG,  
West Bengal Housing Board.**

# **WEST BENGAL HOUSING BOARD**

## **SECTION - 1**

### **INSTRUCTION TO BIDDERS**

#### **General guidance for e-tendering**

Instruction/Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

1. **Registration of bidder**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled and registered with the Government system through log In on to <https://etender.wb.nic.in> (or on the web portal of West Bengal Housing Board). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. **Digital Signature Certificate (DSC)**

Each bidder is required to obtain a class-II or class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated in clause-1 above. DSC is given as a USB e-Token.

3. **Collection of Tender Documents**

The Bidder can search & download NIT and bid documents electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of tender documents.

4. **Participation in more than one work**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.

5. **Submission of Bids**

Bids are to be submitted through online to the website stated in Cl. 1 in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

**A. Technical proposal**

The Technical proposal should contain scanned copies of the following further two covers (folders).

**A-1. Statutory Cover Containing**

- i. Prequalification Application as per format given in **Sec-2, Form – I**(Qualification Information).
- ii. Demand Draft/ bankers Cheque towards earnest money (EMD) as prescribed in the NIT against the work in favour of **West Bengal Housing Board**.
- iii. Financial Statement as per format given in **Sec-2, Form – II**(Qualification Information).

- iv. Affidavits (Ref:- format shown in “X” Section-2 and format for general affidavit shown in “Y” Section-2.
- v. Printed Tender Form of WBHB, NIT with all agenda & corrigendum and Instruction to Bidders (Section-1) to be uploaded duly Digitally Signed. ( Rate is to be quoted only in the B.O.Q. under Financial Bid. In case of quoting of any rate in Printed Tender Form, the tender will be summarily rejected).
- vi. “Qualification Information” as per format given in Section-2(Appendix-A, B,C & D), “Special Terms & conditions”(Section-3), “Contract Data”(Section-4) and “Technical Specifications” (Section-5) and “Drawings”(Section-6) of the work.

**A-2. Non statutory Cover Containing**

- i. Professional Tax(PT) deposit receipt challan for the financial year 2013-14, PAN Card, Voter ID Card, IT Return / Saral for the Assessment year 2012-13, VAT Registration Certificate, and Service Tax Registration No.
- ii. Provident Fund Enrolment No.
- iii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum.
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Tax Audit Report in 3CD Form along with Balance Sheet and Profit & Loss A/c for the last five years(year just preceding the current Financial Year will be considered as year-I).
- vi. List of technical staff along with structure and organization (Section – 2, **Form – III & IV**).
- vii. List of machineries possessed by own/arranged through lease deed along with authenticated copy of invoice, challan , waybill etc. as per format given in Section –2, **Form V**.
- viii. Credential for completion of at least one similar nature of work under the authority of state/ central Govt., Statutory Bodies under State/Central Govt. constituted under the statute of the state/ state Govt. having a magnitude of **40(Forty) percent** of the Estimated amount put to tender during the last 5(five) years prior to the date of issue of this NIT is to be furnished (**Section – 2, Form – VI**). Scanned copy of Original Credential Certificate as stated in 3(i) of NIT is to be furnished.

**Note: - Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to be summarily rejected for both statutory and non statutory cover.**

**THE ABOVE STATED NON-STATUTORY TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER :**

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A	Certificate(s)	Certificate(s)	1. Vat Registration Certificate. 2. PAN, Voter ID Card 3. Latest P. Tax (Challan) 4. Latest IT Return/ Saral for AY 2013-14 5. Service Tax Registration No. 6. Provident Fund Enrolment No.
B	Company Detail(s)	Company Detail - 1	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. Limited Company (Incorporation Certificate, Trade License) 4. Society (Society Registration Copy, Trade License). 5. Power of Attorney
C	Credential	Credential – 1	1. Similar nature of work done & completion certificate which is applicable
D	Equipment	Machineries – 1 Machineries – 2 Laboratory Equipment	1. Original document of own possession / arranged through lease deed to be annexed. Authenticated copy of Invoice Challan & Waybill (machinery)
E	Man Power	Technical Personnel	List of Technical Staffs to be deployed along with Structures & Organization (as per N.I.T.)
F	Financial Information	Work in hand	1. Financial Statement (Section – '2', Form – II) duly filled up with bid capacity. 2. Affidavits – X and Affidavits - Y.
		P & L A/c.and Balance Sheet for the FY 2012-13.	P & L A/c. and Balance Sheet (with Annex. and 3CD form in case of Tax Audit)
		P & L A/c.and Balance Sheet for the FY 2011-12	P & L A/c. and Balance Sheet (with Annex. and 3CD form in case of Tax Audit)
		P & L A/c.and Balance Sheet for the FY 2010-11	P & L A/c. and Balance Sheet (with Annex. and 3CD form in case of Tax Audit)
		P & L A/c.and Balance Sheet for the FY 2009-10.	P & L A/c. and Balance Sheet (with Annex. and 3CD form in case of Tax Audit)
		P & L A/c.and Balance Sheet for the FY 2008-09	P & L A/c. and Balance Sheet (with Annex. and 3CD form in case of Tax Audit)

**B. Tender Evaluation committee (TEC)**

i. **Opening and evaluation of tender :-**

If any tenderer is exempted from payment of EMD, copy of relevant order needs to be furnished.

- ii. Technical proposals will be opened jointly by The Joint Director(EW)-III/SLG and any other Engineer Officer(s) of WBHB (holding DSC) electronically from the web site using their Digital Signature Certificate.
- iii. Intending tenderers may remain present, if they so desire.
- iv. Cover (folder) statutory documents (vide Cl. No. 5.A-1) should be opened first and if found in order, cover (Folder) for non- statutory documents (vide Cl. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents, the tender will summarily be rejected.
- v. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee.
- vi. Bid opening summary of the Technical Bid is then uploaded to send email to all the participating Bidders.
- vii. Pursuant to scrutiny and decision of the Tender Evaluation Committee, the summary list of Qualified & Non-qualified Bidders for the work (mentioning the serial number) will be uploaded in the web portals.
- viii. While evaluation, the committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

#### **C. Financial proposal**

- i. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ), the contractor is to quote the rate (percentage Above/ Below/ At par) online through computer in the space marked for quoting rate in the BOQ.
  - ii. Only downloaded copies of the above documents are to be uploaded virus scanned and Digitally Signed by the contractor.
6. Financial capacity of a tenderer will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.T. and to be derived from the information furnished in FORM-I and II (Section-2) i.e., Application (for Pre-qualification) and Financial Statement. If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a Scheduled Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Tenderer, the Tenderer will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Engineer-In-Charge/ Employer.

The audited Balance sheet for the last five years, net worth bid capacity etc. are to be submitted which must demonstrate the soundness of Tenderer's financial position, showing long term profitability including an estimated financial projection of the next two years.

#### **7. Penalty for suppression / distortion of facts**

Submission of false document by tenderer is strictly prohibited and in case of such act by the tenderer the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

**8. REJECTION OF BID**

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the ground for Employer's (tender accepting authority) action.

**9) Opening of Financial Bid**

- a) Financial proposals will be opened by the Joint Director(EW)-III/SLG along with other authorised Engineer Officer(s) of WBHB electronically as per schedule date, time place.
- b) After opening of Financial Bid if situation demands, the Joint Director(EW)-III/SLG, WBHB may call off-line open Bid among the Bidders to lower down the offer rate further.

**10) Award of Contract**

The Tenderer whose Bid has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract. The Agreement in Printed Tender Form will incorporate all necessary documents e.g. LOA, N.I.T.with all addenda-corrigendum, Instruction to Bidders(Section-1), different filled-up forms (Section –2), special terms and condition (Section – 3), Contract Data (Section-4), Technical Specifications (Section-5) and Drawings(Section-6), Contractor's Bid & B.O.Q. and the same will be executed between the Tender Accepting Authority and the successful Tenderer.

- 11) Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/tender, bid/tender, bidding/tendering, etc.) are synonymous.

**Joint Director(EW)-III/SLG,  
West Bengal Housing Board.**

# **WEST BENGAL HOUSING BOARD**

## **SECTION – 2**

### **QUALIFICATION INFORMATION**

#### **FORM - I**

#### **PRE-QUALIFICATION APPLICATION**

To  
The Joint Director (EW)-  
III/SG,  
West Bengal Housing  
Board.

Ref:- Tender for ..... (Name of work)  
.....  
.....  
..... [N.I.T. No \_\_\_\_\_]

Dear Sir,

Having examined the Statutory, Non statutory and NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of ..... In the capacity..... duly authorized to submit the same.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the works given in Enclosure to this letter.

We understand that:

- (a) Tender Inviting & Accepting Authority can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority reserves the right to reject any application without assigning any reason;

#### **Encl:- e-Filling:**

1. Statutory documents.
2. Non statutory documents.

**Signature of applicant including title  
and capacity in which application is made**

Date:-

## **SECTION – 2**

### **Form - II**

#### **FINANCIAL STATEMENT**

**B.1** Name of Applicant :

**B.2** Summary of assets and liabilities on the basis of the audited financial statement of the last five financial years. (Attach copies of the audited financial statement of the last five financial years)

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1 <sup>st</sup> Year (Rs. In lakh)	2 <sup>nd</sup> Year (Rs. In lakh)	3 <sup>rd</sup> Year (Rs. In lakh)	4 <sup>th</sup> Year (Rs. In lakh)	5 <sup>th</sup> Year (Rs. In lakh)
--	--	--	--	--

---

a) Current Assets :

(It should not include  
investment in any other firm)

b) Current liabilities :

(It should include bank over draft)

c) Working capital :

(a) – (b)

d) Net worth :

(Proprietors Capital or Partners  
Capital or Paid up Capital +  
Reserve and surplus )

e) Bank loan/ Guarantee :



**B.3** Annual value of construction works undertaken :

Existing commitments and ongoing works.(As per Affidavit 'X')	During F.Y. 2012-13	During F.Y. 2012-13	During F.Y. 2012-13	During F.Y. 2012-13	During F.Y. 2012-13

**B.4 Bid Capacity: The available Bid Capacity of the Bidder to be calculated as under must be more than the total Bid Value.**

**Bid Capacity =  $(A \times N \times 2 - B)$**

A = Maximum value of Civil/Electrical Engineering work done in any one year during last five years (updated to current price level) taking into account the completed as well as works in progress.

B = Value at current price level of existing commitments and ongoing works to be completed in the next N years.

N = Time of completion of the work in years for which tender has been invited.

**N.B.** The Audited Balance Sheet and Profit & Loss Account with all the schedules and annexures forming part of the Balance Sheet and Profit & Loss Account for the last five years should be given. All these financial statements should be signed by a competent authority for the last five years.

**Signature of applicant including title and capacity in which application is made.**

Date\_\_\_\_\_

**SECTION – 2**  
**AFFIDAVIT – “X”**

(To be furnished in Non – Judicial Stamp paper  
of appropriate value duly notarized)

Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Tender No. and Tender Inviting Authority	Tendered Amount	% of work executed	Sl. No.	Name of the work with Tender No. and Tender Inviting Authority	Tendered Amount

Date \_\_\_\_\_

**Signature of applicant including title  
and capacity in which application is made.**

## **SECTION - 2**

### **AFFIDAVIT – “Y”**

**(To be furnished in Non – Judicial  
Stamp paper of appropriate value  
duly notarized)**

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted is proved to be false or concealed, the application may be rejected for which no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S \_\_\_\_\_ nor any of constituent partner had been debarred to participate in tender by the Department (WBHB) during the last 5 (five) years prior to the date of this NIT.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested by Department and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied for the tender in the capacity of individual/as a partner/P.O.A. holder of a firm and I have not applied severally for the same work.

**Signature of applicant including title  
and capacity in which application is made.**

Date \_\_\_\_\_

## **SECTION - 2**

### **FORM- III**

#### **STRUCTURE AND ORGANISATION**

**A.1** Name of applicant :

**A.2** Office Address :

Telephone No. and Cell Phone No. :

Fax No. :

E mail :

**A.3** Details of Bank Accounts

i) Name of Bank :

ii) Name of Branch and Address with Phone No. :

iii) Account No. :

iv) MICR No. :

v) IFSC Code :

**A.4** Attach an organization chart showing the structure of the company with names of Key personnel.

:

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**Note:** Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

**Signature of applicant including title  
and capacity in which application is made.**

Date \_\_\_\_\_

**SECTION – 2**

**FORM – IV**

**LIST OF KEY TECHNICAL PERSONNEL TO BE DEPLOYED IN CONTRACT WORK**

Qualification and experiences of key personnel required for administration and execution of the Contract. Attach biographical data. (Refer cl. 4(iii) of NIT).

<b>Sl. No.</b>	<b>Designation / Position</b>	<b>Name of Personnel</b>	<b>Qualification with year of passing</b>	<b>Total Experience in years</b>	<b>Experience in years in present position</b>

**Signature of applicant including title**  
and capacity in which application is made.

## SECTION - 2

### FORM – V

**A. DEPLOYMENT OF MACHINERIES IN THE CONTRACT WORK(in favour of owner / lessee):-**

(Copy of document of own possession / arranged through lease deed to be annexed)

(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of Machineries.)

Name of Machine / Instrument	Make	Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Date of release If Engaged
						Idle	Engaged	
1	2	3	4	5	6	7	8	9

For each item of equipment the application should attach copies of

(i) Receipt of Delivery, (ii) Road Challan from Factory to delivery spot.

**Signature of applicant including title**  
and capacity in which application is made.

**SECTION - 2**  
**FORM – V (contd...)**

**B. MINIMUM PLANT AND EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR**

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment which the tenderer must own / arrange through lease deed.

Sl. No.	TYPE OF EQUIPMENT	CAPACITY	MINIMUM NUMBER REQUIRED
1.	Concrete Mixer Machine (Diesel or Electric) full charge		1 No.
2	Vibrator		1 Nos.
3.	Pumps for dewatering	<b>5 hp or more</b>	1 Nos.

**Note :** In addition to the above, proper document(s) showing the arrangement of un-interrupted supply of Ready Mixed Concrete as per mix design from batching plant within a distance of 20 (twenty) Km from the site by Transit Concrete Mixer is to be produced along with the application of the Bidder.

**Joint Director (EW)-III/SLG,  
West Bengal Housing Board.**

## SECTION – 2

### FORM – VI

#### EXPERIENCE PROFILE

**Name of the Firm:**

**LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE CONTRACT WORK HAVING MORE THAN 40% OF THE ESTIMATED COST PUT TO TENDER EXECUTED DURING THE LAST FIVE YEARS.**

<i>Name of Employer</i>	<i>Name, Location and nature of work</i>	<i>Contract price in Indian Rs.</i>	<i>Percentage of Participation of company</i>	<i>Stipulated Date of start &amp; Completion of work</i>	<i>Actual Date of start &amp; Completion of the work</i>	<i>Completion Cost</i>	<i>Reasons for delay in completion (if any)</i>

Note: a) Certificate from the Employers to be attached

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

**Signature of applicant including title and capacity in which application is made**



**SECTION-2**  
**APPENDIX – A**

**DECLARATION BY THE TENDERER**

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein along with the drawing attached. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction as per drawings referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools and plants, at my/our cost required for the work.

**Date -----**

**Signature of applicant including title  
and capacity in which application is made**

## **SECTION-2**

### **APPENDIX – B**

### **BANK CERTIFICATE**

(From any Scheduled Bank, if required in terms of clause 6 of ITB, Section-1)

This is to certify that M/s. \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_  
\_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above contract during the contract period.

(Signature) Name

of the Bank

Senior Bank Manager

Address of the Bank

**SECTION  
N-2**

**APPENDIX  
- C**

**UNDERTAKING**

(Cash Flow)

I/we the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ would invest a minimum cash up to 15% of the value of the work during implementation of the Contract.

**Date -----**

**Signature of applicant including title  
and capacity in which application is made**

## **SECTION-2**

### **APPENDIX-D**

#### **UNDERTAKING**

(Bid Validity)

1. The undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ agree to abide by this bid for a period \_\_\_\_\_ days from the  
date fixed for receiving the Bid and it shall be binding on us and the same may be accepted at any  
time before the expiration of that period.

**Date** -----

**Signature of applicant including title  
and capacity in which application is made**

# **WEST BENGAL HOUSING BOARD**

## **SECTION – 3**

### **Special Terms & conditions**

#### **C.1 General :**

Unless otherwise stipulated in the BOQ or Technical Specification of this Tender, all the works are to be done as per general conditions and general specifications as mentioned either in—

a) Public Works Department Schedule of Rates for Building Works and Sanitary & Plumbing Works in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concerned Circle at the time of submission of tender, or in

b) Public Works (Roads) Department Schedule of Rates for Road Works, Bridge & Culvert Works and Carriage, etc. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any, issued by the Superintending Engineer, Bridge Planning Circle, and in

**Latest editions of the Indian Standard Specifications and codes of practice.**

All electrical works are to be carried out in accordance with the Specifications for PWD schedule of rates for Electrical Works (Volume-I August, 2008) and Enhancement order (effective from 18.07.2012) vide Memo No. 284/AM(I)/P3 dated 24.07.2012 issued by Office of SE, Electrical Resource Circle, PWD.

For items in Bill of Quantities, specification of which are neither available in this document nor in specification books mentioned above should be followed in accordance with good engineering practices.

#### **C.2 Definition of Engineer-in-Charge and commencement of work :**

The word “Engineer-in-Charge” means the Deputy Director (EW), WBHB of the project concerned. The word “Department” appearing anywhere in the tender documents means West Bengal Housing Board, The word “approved” appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Deputy Director, the Deputy Director under whom the work will be executed should be treated as the Engineer-in-Charge. The work shall have to be taken up within **seven days** of the receipt of the formal work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

#### **C.3 Possession of the Site:**

The Engineer-in-charge will give possession of all parts of the site to the contractor by the site possession date stated in Contract Data.

#### **C.4 Co-operation with other agencies and damages and safety of users:**

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programmed of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupant  
Contractor must see that all damages to any property which, in the c

are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

#### **C.5 Personnel :**

The Contractor shall employ the key technical personnel named in the Qualification information declaration / NIT or other technical persons approved by the Engineer-in-charge. The Engineer-in-charge will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Qualification information declaration /NIT.

If the Engineer-in-charge asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

#### **C.6 Amenities for Contractors :**

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff and crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

#### **C.7 Contractor's risk for loss or damage :**

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.

#### **C.8 Authorised Representative of Contractor :**

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint an authorized representative in respect of one or more of the following purpose only.

- a) General day to day management of work.
- b) To attend measurements when taken by the Departmental Officers and sign the records of such measurements in token of acceptance by the contractor.

The selection of the authorised representatives shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorised for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall not be bound to assign any reason for his revised directions. Any notice, correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor.

#### **C.9 Power of Attorney :**

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department shall not be bound to take cognizance of such attorney.

#### **C.10 Transportation arrangement :**

The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary booking of railways wagons etc. But, in case of failure of the department

respect, the contractor will have to arrange at his own initiative so that progress of work will not hamper and no claim whatever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

#### **C.11 Arrangement of Land :**

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority.

#### **C.12. Use of Government/Board's Land :**

Before using any space in Government/Board's land for any purpose whatsoever, approval of the Engineer-in-charge will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority. The contractor shall make his own arrangements for storage of tools, plant, equipments; materials etc. of adequate capacity and shall clear and remove on completion of work any shed, huts etc. which he might have been erected on Government/Board's land. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

#### **C.13 Contractor's Site Office :**

The contractor shall have an office adjacent to the work as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's authorised agent or representative. For such intimation to the contractor's site office, it shall be deemed to be sufficient enough to be served upon the contractor.

#### **C.14 Contractor's Godown :**

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately be removed from the site by the contractor as per direction of the Engineer-in-Charge.

#### **C.15 Water and energy :**

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in different stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff and crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

#### **C.16 Access Road :**

The Contractor shall provide necessary access roads to the site of work from the nearest public thoroughfare and right of way at his cost unless otherwise provided for in the contract.

#### **C.17 Site Order Book :**

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Site Order Book to Assistant Director Concerned, keep in custody the Site Order Book on behalf of the Engineer-

shall be kept at the site of work under the custody of Assistant Director or his authorised representative. The Site Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Site Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorised representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorised representative may take away the triplicate page of the Site Order Book for his own record and guidance.

Cases of supplementary items or of claims may not be entertained unless supported by entries in the Site Order Book or any written order from the Tender Accepting Authority.

The first page of the Site Order Book shall contain the following particulars:

- a) Name of the Work
- b) Reference to contract number
- c) Contractual rate in percentage
- d) Date of opening of the Work Order Book
- e) Name and address of the Contractor
- f) Signature of the Contractor
- g) Name and address of the Authorized representative (if any of the contractor authorized by him)
- h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor.
- i) Signature of the authorized representative duly attested by the Contractor.
- j) Signature of the Assistant Director concerned.
- K) *DATE OF ACTUAL COMPLETION OF WORK.*
- L) *DATE OF RECORDING FINAL MEASUREMENT.*

Entries in (K) and (L) above shall be filled in on completion of the work and before the Site Order Book is recorded in the office of the Deputy Director.

#### **C.18 Programme of work :**

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of **Bar Chart or Critical Path Method** and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme. The conditions laid down in **clause 2** of the printed tender form regarding the division of total period and progress to work and the time table thereof as provided in the **Contract Data** shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

#### **C.19 Setting out of the work :**

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work, the contractor shall, at his own cost, rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor from their responsibility for correctness and rectification thereof.

#### **C.20 Precautions during works :**

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary n by the Engineer-in-Charge shall be carried out at the cost at



the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.

#### **C.21 Safety, Security and Protection of the Environment:**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons and the works (so far as the same are not completed or occupied by the department),
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,
- (d) ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

#### **C.22 Clearing Of Site:**

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. Total length (in case of road project) shall be demarcated by proper chain age along with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of Engineer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

#### **C.23 Sundry Materials :**

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-In-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour required for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.

#### **C.24 Covered up works:**

When one item of work is to be covered up by another item of work the latter item shall not be done before the former item has been measured up and has been inspected by the Engineer-in-Charge or Assistant Director, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. If this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Assistant Director, may do this inspection in respect of minor works and issue order regarding the latter item.

#### **C.25 Drawings:**

- a) The Engineer-in-charge shall supply drawings for all permanent works from time to time to the contractor in duplicate. The contractor shall submit a schedule of requirement of drawings for permanent work, subject to approval of the schedule by the Engineer, well in advance to enable the engineer-in-charge supplying the drawings in time. For temporary and minor works, all design and drawings shall be prepared by the contractor at his own cost and obtain approval from the Engineer-in-charge. Approval by the Engineer-in-charge shall not relieve the contractor of any of his responsibilities under the contract.
- b) One set of Contract document including all approved Contractor as aforesaid shall be kept by the Contractor at site and

times be available for inspection by the Employer and / or the Engineer-in-charge and by any other person authorized by the Engineer-in-charge in writing.

c) Any deviation from working drawings and engineering drawings that may be required by the exigencies of construction, or otherwise, will in all cases be determined and authorized by the Engineer-in-charge in writing.

#### **C.26 Delay due to modification of drawing and design :**

The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the drawing, addition and alterations of specifications and such events shall be governed by the provisions of Clause 12 of Printed Tender Form.

#### **C.27 Tools and Plants :**

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost; all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor. The minimum plant and mechanical equipments to be owned by the contractor & deployed in the contract work shall be as shown in **Form-V(B), Section -2.**

#### **C.28 Equipment for testing of materials & concrete at site laboratory:**

All necessary equipment for conducting necessary tests shall be provided at the site laboratory by the Contractor at his own cost. The following minimum laboratory equipments shall be set up at site office laboratory:

(i) Concrete Cube testing machine.....	1 Nos.
(ii) Slump Cone with Tamping Rod	4 Nos.
(iii) Graduated glass cylinder..... As per requirement	
(iv) Sets of I.S. sieves for coarse aggregate	1 Set.
(v) Sets of I.S. sieves for fine aggregate	1 Set.
(vi) Cube moulds size 150mm x 150mm x 150mm.....	30 Nos.
(vii) Moisture content rapid moisture meter standard.....	2 Nos.
(viii) Electronic balance 600g x 0.01g. 10kg and 50kg.....	.1 No. Each
(ix) Physical balance weight upto 5kg.....	1 No.
(x) Measuring Jars 100ml, 200ml, 500ml.....	...2 Nos. each size.
(xi) GI tray 600 x 450 x 50mm, 450 x 300 x 40 mm, 300 x 250 x 40mm...2 Nos each	
(xii) Water testing Kit.....	2 Nos. (xiv)
Measuring Cylinder 3,5,10 & 15 litre Cylinder.... As per requirement	
(xiii) Heating Oven	1 No.
(xiv) Vicats apparatus with plungers for Cement Testing	1 No.

Any other equipment for site tests as outlined in BIS and as directed by the Engineer-in- charge.

Two qualified Laboratory Assistants shall be posted at site by the contractor for collecting Samples and conducting regular testing at his cost.

All relevant IS Codes, Latest edition of WB PWD SOR(Bldgs, S & P and Electrical), WB PW(Roads)D SOR shall be made available at site by the contractor at his own cost.

#### **C.29 Procurement of materials :**

All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorised and approved source.

#### **C.30. Issue of Departmental Materials :**

**Departmental materials will not be issued under any circumstances.**

**C.31 Serviceable Materials :**

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to the Engineer-in-charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recovered from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.

**C.32 Unserviceable Materials:**

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dress up and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.

**C.33 Damaged / Unused Materials :**

Any damaged / unused materials lying at contractor's custody, which is found at the time of use to have been damaged and / or remaining unused, shall be rejected and / or removed immediately from the site by the contractor or disposed of as directed by Engineer-in-Charge at the costs and expenses of the contractor and the contractor shall have no claim for compensation on account of any such materials so damaged / remaining unused as aforesaid.

**C.34 Idle labour and additional cost :**

Whatever may be the reason **no** claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.

**C.35 Timely completion of work :**

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

**C.36 Extension of time :**

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools and plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of Printed Tender Form.

**C.37 Terms and Conditions in extended period:**

As Clause 5 of Printed Tender Form as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions, rates etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.

**C.38 Management Meetings:**

- a) Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters in accordance with the requirements in consultation with the concerned persons.
- b) The Engineer-in-charge shall record the business of management meetings and is to provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting..

**C.39 Taking over Certificate:**

When the whole of the Works have been completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give  
Engineer-in-charge, with a copy to the Employer, accompan

finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer-in-charge to issue a Taking-Over Certificate in respect of the Works. The Engineer-in-charge shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking-over Certificate, stating the date on which, in his opinion, the works were substantially completed in accordance with the contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required and shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer-in-charge, of the works so specified and remedying any defects so notified.

#### **C.40 Testing of qualities of materials and workmanship:**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency in accordance with Clause 18 of Printed Tender Form and hence the same must be considered at the time of quoting rate.

#### **C.41 Approval of Sample :**

Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-Charge and checking the quality of such materials shall have to be done by the concerned Department or as directed by Engineer-in-Charge prior to utilization in the work.

#### **C.42 Rejection of materials :**

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

#### **C.43 Defect Liability Period and Defect Liability Certificate :**

The defect liability period shall mean the period of **3(three) years** (as specified in Clause 17 of Printed WBHB Tender Form) calculated from the date of issue of taking over certificate / certificate of completion of work (whichever is later) for whole of the works comprised in the contract. The contract shall not be considered as completed until a defect liability certificate shall have been signed by the engineer-in-charge and delivered to the employer with a copy to the contractor, stating the date on which the contractor shall have completed his obligations to execute and complete the works and remedy any defects therein to the satisfaction of the Engineer-in-charge.

#### **C.44 Liquidated Damages / Compensation for Delay:**

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 of notice to commence work. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor). The contractor shall commence works within **7 (seven) days** from the date of notice to commence work and ensure good progress conforming to the milestones achievement of the programme as stated in 'Contract Data'.

If the contractor fails to comply to achieve the milestones of targets stated in Contract Data within specified time period, for such default or delay in execution, the contractor shall be liable to pay as Liquidated Damages/ Compensation for delay as specified in clause 2 of the Conditions of Contract in WBHB Tender Form.

#### **C.45 Tender Rate :**

The contractor should note that the tender is strictly based on the rate

priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. **No conditional rate will be allowed in any case.**

#### **C.46 Incidental and other charges :**

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in

all respect up to the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

#### **C.47 Charges and fees payable by contractor :**

a) The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department immune against all penalties and liabilities of every kinds for breach of such statute regulation or law.

b) The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark of name of other protected write in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

#### **C.48 Implied elements of work in items :**

Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items of works are to be deemed as inclusive of the same.

#### **C.49 Realization of Departmental claims :**

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

#### **C.50. Supplementary / Additional items of Works :**

Notwithstanding the provisions made in the related printed tender form any item of the work which can be legitimately be considered as not stipulated in the specific price schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor, if so directed by the Engineer-in-Charge and the rates will be fixed with manner as stated below: -

(a) Rate of Supplementary items shall be analyzed in the 1<sup>st</sup> instant extended possible from the rates of the allied items of work appearing in the tender schedule.

(b) Rate of supplementary items shall be analyzed from the rates of the allied items of work appearing in the unified respective Schedule of Rates of Public Works Department of probable items of work forming part of tender document. Rates for the working area enforced at the time of Notice Inviting Tender shall prevail.

(c) If the rates of the supplementary items cannot be computed e stated above, the same shall be determined by analysis



labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed.

Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a) & (b) stated above only.

It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

The provisions of this clause, in so far as inconsistent with those of clause 12 of Printed Tender Form, shall be deemed to supersede the inconsistent portion of the said clause 12.

#### **C.51 Payment of Bills :**

Any Payment against the Work done by the Contractor under this contract shall be paid to him by WBHB in accordance with and in the manner provided in this contract.

**51.01.** Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable and unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

**51.02** Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, Octroi and all other duties, if any.

**51.03** Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chainage of the work-site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.

**51.04** The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.

#### **C.52 Deduction at Source from the contractors' bills :**

**52.01** Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

**52.02** Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

**52.03.** Sales Tax/ VAT will be deducted from each bill of the contractor as per applicable rate and rules in force.

**52.04.** The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

**52.05** In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

#### **C.53 Refund of Security Deposit / Retention Money :**

The security deposit / Retention Money shall be refunded to the contractor in the manner provided in clause 17 of the Conditions of Contract of WBHB Tender Form i.e as furnished herein under:-

- (i) **30%** of the security deposit shall be refunded to the contractor on expiry of **one year** after the issuance of certificate of completion/taking over certificate of work;
- (ii) Further **30%** of the security deposit shall be refunded to the contractor on expiry of **two years**;
- (iii) The balance **40%** of the security deposit shall be refunded to the contractor on expiry of **three years**;

However, on completion of the whole works, the contractor may substitute Retention Money / Security Deposit with an "on demand" Bank Guarantee in favour of WBHB in the prescribed format.

#### **C.54 Royalty:**

The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, Moorum, gravel, etc. to the Engineer-in-Charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the uthorised quarry holder or commercial indirectly, on the royalty to the Government, necessary certifica respect from them shall have to be produced to the Engineer-in-

deduction from the dues of the contractor may be made as fixed by the Engineer-in-Charge.

#### **C.55 Night Work:**

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons, the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatsoever in this respect will be made to the contractor.

**Joint Director (EW)-III/SLG,  
West Bengal Housing Board.**

# WEST BENGAL HOUSING BOARD

## SECTION - 4

## CONTRACT DATA

- |    |  |  |
|----|--|--|
| 1. | The Employer is  | WEST BENGAL HOUSING BOARD  |
|    | Represented by -   | Joint Director (EW)-III/SLG,<br>West Bengal Housing Board.   |
|    | Address  | “ABASAN”<br>105, S.N. Banerjee Road. (4 <sup>th</sup> floor)<br>Kolkata-700014 , West Bengal   |
| 2. | The Engineer-in-Charge is: -   | Deputy Director (EW) for civil work<br>. Siliguri H.P.   |
|    | Address : -  | Office of the Deputy Director (EW)<br>West Bengal Housing Board, M-2, composite<br>Housing Complex, Hill cart Road, Pradhan Nagar,<br>Siliguri-734003. |
| 3. | The Defects Liability Period is  | 1095 days from the date of completion.   |
| 4. | The Start Date shall be  | 7 days from the date of issue of ‘Notice to<br>proceed with the work’ (i.e. Work Order).   |
| 5. | The Intended Completion Date for the whole of Works is 45 (Forty five) days from<br>date mentioned in the Work Order as per following Milestones : |  |

Milestone 4 i.e. 100%

100% of the stipulated time



6. The Site is located at Siliguri Regional Office and Guest House on Hill Cart Road, Siliguri" under West Bengal Housing Board.
7. The works shall consist of Civil work including internal Sanitary & Plumbing works. the works shall, inter alia, include the following, as specified or otherwise directed:

**Civil Works :**

Site clearance; setting-out layout and construction Construction of repairing and renovation work including sanitary & plumbing works maintaining lines and levels as per supplied drawings, all aspects of quality assurance of various components of the works, rectification of the defects in the completed works during the Defects Liability /Security Period, submission of any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

**Other Works :**

Any other items as required to fulfill all contractual obligations as per the Bid documents.

9. The following documents shall form part of the Contract:
  - i) Letter of Acceptance, Notice to proceed with the work(i.e. work order).
  - ii) NIT with all addenda-corrigendum,
  - iii) Instruction to Bidders (Section-1)
  - iv) Filled up forms of Qualification Information(Section-2)
  - v) Special Terms & Conditions(Section-3)
  - vi) Contract Data (section-4)
  - vii) Technical Specification(Section-5)
  - viii) Drawings(Section-6)
  - ix) Contractor's Bid
  - x) Bill of Quantities (BOQ)
  - xi) Any other document forming part of the Contract.
  - xii) Agreement.
10. The law which applies to the Contract is the law of Union of India.
11. The language of the Contract documents is English
12. The Schedule of Key Personnel as per Form-IV, Sectio

13. The site possession Dates shall be 7 days from the date of issue of Work Order.
14. The period for submission of the work programme for approval of Engineer-in-Charge shall be 7 days from the issue of Letter of Acceptance.
15. The currency of the contract is Indian Rupees.
16. The proportion of payments retained (retention money) shall be 8% from each bill subject to a maximum of 10% of final contract price.
17. The following events shall be fundamental breach of contract:
  - a) The contractor has engaged sub-contractor without approval of Engineer-in charge.
  - b) Non-engaging the required key personnel as mentioned in the Contract.

**Joint Director (EW)-III/SLG,  
West Bengal Housing Board.**

# **WEST BENGAL HOUSING BOARD**

## **SECTION-5**

### **Technical Specification**

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#### **D. 1. General:**

The information given hereafter is without any prejudice. The intending bidders should satisfy themselves regarding the latest conditions of the site and its surroundings by personal check and investigation.

#### **D. 2. Name of Work:**

"Construction of repairing and renovation work including sanitary & plumbing works of Siliguri Regional Office and Guest House on Hill Cart Road, Siliguri" under West Bengal Housing Board

#### **D. 3. Location of Work site:**

The work site is located at **Siliguri Regional Office and Guest House of West Bengal Housing Board, M-2, composite Housing Complex, Hill cart Road, Pradhan Nagar, Siliguri-734003.**

#### **D. 4 Site Condition :**

The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffics during day as well as to night. No interruption in works due to any site condition shall be engaged as to complete the work in time. The execution of the work should however be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account. Difficulties and inconveniences in transporting materials over the bad roads, Kutchha roads, incomplete roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over kutchha roads. These approach roads should be maintained by the Contractor at his own cost.

Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be, be noted by the bidder. No rate or time will be allowed on these accounts as stated. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing would be entertained under any circumstances beyond the respective tendered provisions.

#### **D. 5. Working condition:**

During execution of work, contractor will remain responsible for providing unhindered passage to traffic on road adjacent to site, providing lighting and guarding arrangement during night for safety and no extra cost will be paid on this account.

Work may be required to be executed at night also. Accordingly sufficient lighting arrangement is to be made by the bidder and the cost of such arrangement shall be deemed to have been included in the rates of relevant items.

It is to be noted that there will not be any electrical facility at work site. Bidder should make his own arrangement for water, necessary power of pumps etc. and the cost for such arrangement shall be d lighting, welding, running of

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in the rates quoted by the bidder.

Work shall have to be executed in accordance with the rules and regulations in vogue of Government of West Bengal and local Authorities.

#### **D. 6. Specifications:**

Details of Specifications to be followed in the Proposed Construction are given here-in-after in the Price Schedule(BOQ). Unless otherwise stipulated in the BOQ or Technical Specification of this Tender, all the works are to be done as per General Specification of "Schedule of Rates" for Building and S&P Works of Public Works Department, Public Works (Roads) Department, and Latest editions of the Indian Standard Specifications and codes of practice. Otherwise, the Latest edition of the book of 'Specification for Road and Bridge Works' of the M.O.R.T. & H., or CPWD Specification – 2009, Vol-I & Vol-II will be followed as mentioned in **Sl. No. C. 1.** of special terms & conditions of contract of this bid documents (Section – 3).

#### **D.7. Codes of Practice:**

Latest editions of the Indian Standard Specifications and codes of practice – some of which are mentioned below and as per departmental schedule of rates as mentioned in Sl. No. C. 1. of special terms & conditions of contract of bid documents (Section – 3) are to be followed during execution of the works.

- (i) IS 456 : Code of Practice for plain and reinforced concrete.
- (ii) IS 800 : Code of practice for general construction in steel.
- (iii) IS 2751 : Code of Practice for Welding of Mild Steel Plain and Deformed Bars for Reinforced Concrete Construction.
- (iv) IS 383 : Specification for coarse and fine aggregates for natural sources for concrete..
- (v) IS 432 : Mild steel and medium tensile steel (Part-I) bars and hard drawn steel wire for concrete reinforcement.
- (vi) IS 4990 : Indian Standard Specification for concrete shuttering works.
- (vii) IS 1904 : Code of practice for design and construction of foundations in soils
- (viii) IS 2750 : Specification for Steel Scaffoldings.
- (ix) IS 1161 : Specification for steel tubes for structural purposes.
- (x) IS 3764 : Safety Code for excavation work.
- (xi) IS 2911(pt-I,Sec-2)-1979 : Code of Practice for design and construction of pile foundations concrete piles bored cast- in-situ bored piles.
- (xii) IS 2911 (pt-4) : Load testing of piles.
- (xiii) IS 1200 (pt-XXII) : Method of measurements of piling
- (xiv) IS 5121 : Safety Code for piling & other deep foundations..

#### **D. 8. Detailed Specification:**

##### **D. 8.1. Materials for civil work / structures:**

All materials to be used for structure must be procured, stored and tested before use conforming to respective Clauses of prevailing codes of practice.

##### **D. 8.1.1. Cement:**

Ordinary Portland cement of 53 grade conforming to IS 12269 shall be used.

**D. 8.1.2. Coarse aggregate:**

Coarse aggregate shall conform to the specifications laid down in IS 383.

**D. 8.1.3. Fine aggregate:**

Fine aggregate shall conform to the specifications laid down in IS 383.

Samples of coarse and fine aggregates proposed to be used by the Contractor must be deposited with the Engineer-in-Charge for his approval. The Samples shall be fair indications of the general quality and shall be delivered in 3 (three) nos. 450 GMs bottles.

On approval of samples one set will be retained by the Engineer, one set shall be sent to his representative at site of works and the third set shall be returned to the contractor for keeping in his site office. Any consignment which in the opinion of the Engineer-in-Charge does not conform with the approved samples should be, if so directed, immediately removed by the Contractor at his own cost.

**D. 8.1.4. Water:**

Water shall be potable, free from any harmful chemicals or suspended materials.

**D. 8.1.5. Steel Reinforcement:**

All steel reinforcement shall conform to the provisions contained in IS 1786-1987. For reinforced concrete work in any part of the structure the provisions of IS 456-2000 will apply.

**D. 8.1.6. Pre-stressing Steel:**

Pre-stressing steel shall be uncoated stress relieved low relaxation seven ply strand conforming to IS 14268.

**D.8.1.7. Structural Steel work:**

Structural steel shall conform to IS 226.

**D. 9. Concreting at night:**

All concreting work should be so programmed as not to necessitate the work at night. If for any reason, this becomes imperative, the contractor shall obtain previous permission of the Engineer-in-Charge or his representative and make proper lighting arrangement to his satisfaction without any extra claim thereof.

**D. 10. Record keeping of Concreting:**

A record showing the proportion, type of batching, type of aggregates used, the time and date of placing concrete and the approximate quantity placed (together with other relevant details) in each portion of the structures shall be kept. This record shall be prepared in duplicate by the contractor in the form and manner to be decided by the Engineer-in-Charge. The Contractor shall submit the record promptly to the Engineer-in-Charge or to his representative who will accept the same after verification and retain one copy, the other copy being retained by the Contractor.

**D. 11. Curing of Concrete:**

Concrete shall be cured properly and protected from any harmful effects. Stipulations of relevant Clauses of IS 456 shall be strictly adhered to.

**Joint Director (EW)-III/SLG,  
West Bengal Housing Board.**



# **WEST BENGAL HOUSING BOARD**

(Estd. under W.B. Act XXXII of 1972)

## **TENDER FORM FOR WORKS.**

**‘A B A S A N’,  
105, S. N. BANERJEE ROAD, KOLKATA – 700 014,**

[1]

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**TENDER FORM**  
**WEST BENGAL HOUSING BOARD**

Price - Rupees Five Only

**Tender 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 place and signed by the Sub-Divisional Officer/Divisional Officer.

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

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

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

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to 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 Joint/Deputy Director or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of 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 Joint/Deputy Director to take the refund.

6. The accepting authority reserves the right to reject any or all the tenders without

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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 Joint/Deputy Director and the contractor shall be responsible for seeing that he procures a receipt signed by the Joint/Deputy Director, or a duly authorised cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the West Bengal Housing Board and their issue rates, shall be filled in and completed in the office of the Joint/Deputy Director before the tender form is issued. If a form is issued intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

## TENDER FOR WORKS

I/We hereby tender for the execution for the Board of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance, in all respects with specifications, designs, drawings and instructions in writing referred to in Rule - 1 thereof and in clause 11 of the annexed conditions and with such materials as provided for, by, and in all other respects in accordance with such conditions so far as applicable.

## MEMORANDUM

(a) General description :

(a) If several sub-works are included, they should be detailed in a separate list.

- (b) Estimated cost : Rs.
- (c) Earnest Money : Rs.
- (d) Security Deposit (including Earnest Money) : Rs.
- (e) Percentage, if any, to be deducted from bills : Rs.  
(Rupees ) i.e. percent.
- (f) Time allowed for the work from date of written Order to commence : Months.

Item No.	Item of work	Unit	Per	Rate Tendered		
				Rs.	P.	In words

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**NOTE -** To be continued on additional sheets as found necessary.

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

The sum of **Rs.** \*is herewith forwarded in Bank Draft as earnest-money [(a) the full value of which is to be absolutely forfeited to the Board or his successors in office, without prejudice to any other rights or remedies of the said Board 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 the Board as on account of such security deposit as aforesaid ; or (b) the full value of which shall be retained by Board on account of the security deposit specified in clause 1 (B) of the said conditions of contract].

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

**Dated the            day of            20**

**#(Signature of Contractor  
Before submission of Tender)**

**Witness            +**

# Signature of Contractor before submission of Tender.

Address :

+ Signature of witness to Contractor's signature.

Occupation :

**The above Tender is hereby accepted by me for and on behalf of West Bengal Housing Board.**

**Dated            day of            20**

**\*\***

\*\* Signature of Officer by

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## CONDUCTIONS OF CONTRACT

**Clause 1.** -The person / persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within ten day of the receipt by him of the notification of the acceptance of his tender) deposit with the Board by Bank Draft endorsed to the West Bengal Housing Board 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 the Board 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(10) per cent of all moneys so payable such deductions to be held by the Board by way of security deposit] **Provided always** that in the event of the contractor depositing a lump sum by way of security deposits as contemplated at (A) above, than and in such case, if the sum so deposited shall not amount to ten percent (%) of the total estimated cost of the work, it shall be lawful for the Board at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten(10%) by deducting a sufficient sum from every such payments as last aforesaid. All compensation or all other sums of money payable by the contractor to the Board 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 the Board on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in Bank Draft endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

Security  
Deposit

**Clause 2.** -The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract, on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Joint Director, (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work as shown in the tender for everyday that the work remains uncommenced, or unfinished after the proper dates. **The contractor shall commence execution of such part of the work as may be notified to him within 7 days from the date of the order for commencement for work and diligently continue such work** and he shall be bound in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed, one half of the work, before one-half of such time has elapsed, and three-fourth of the work before three-fourth of such time has elapsed. **In the event of the contractor failing to comply with any of the conditions herein, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Joint Director,(whose decision in writing shall be final) may decide on the said tendered amount of the whole work for everyday that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the tendered amount of the work as shown in the tender.**

Compen-  
Sation for  
delay

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

Action when whole of security deposit is forfeited.

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

(b) To employ labour paid by the Public Works Department 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 Deputy Director shall be final and conclusive against the contractor) and crediting him with the value of work done, in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Deputy Director as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Deputy Director 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 Board 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 the above courses being adopted by the Deputy Director, 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 accounts, or with a view to the execution of the works or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Deputy Director 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 any of the powers, conferred upon the Deputy Director 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 thereof 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 contractor for past and future compensation shall remain unaffected. In the event of the Deputy Director putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the work, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Deputy Director whose certificate thereof shall be final, otherwise the Deputy Director may by

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

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

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 Deputy Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Deputy Director as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

**Clause 5.** -If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Deputy Director 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 Deputy Director within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Deputy Director shall, if 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 Deputy Director and of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. 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 thinks fit and clean off such dirt as aforesaid ; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Final  
Certificate

**Clause 7.** - No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one lac, 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 Deputy Director, 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 unskillful 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 of 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  
Certificate to  
be treated as  
advance.

**Clause 8.** - A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month, and the Engineer-

Bills to be  
submitted  
monthly

in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of Twenty 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 counter-signature to the measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

**Clause 9.-**The contractor shall submit all bills on the printed forms to be had on application at the office of the 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 those conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be  
on printed  
Form.

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

Payment of  
Contractor's  
bill to Bank.

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

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

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

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

**Note1-** The procedure will not affect the usual rights of Government to deduct from contractor's bills ( whether endorsed in favour of a Bank or not ) any sum due to Board on account of penalties, over-payments, etc. on this or any other contract with the Board.

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

**Clause 10.** -If the specification or estimate of the work, provides for the use of any special description of materials to be supplied (hereto annexed) from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores, and prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but no so as in any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the schedule or memorandum may be set off or deducted from any sums then

Stores  
supplied by  
the Board.



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. All material supplied to the contractor shall remain the absolute property of the Board 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.

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

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

**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 instruction which may be given to him in writing signed by the Engineer-in-Charge and such alteration, omission, 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 matter above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and 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 proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charges 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 rate of P.W.D, 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 rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in- Charges 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 or the stipulation percentage. In the event to any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Joint Director shall be final and binding.

Alteration in specifications and designs

Do not invalidate contract

Extension of time in consequence of alterations.

**Clause 12A** - In the case of any altered, additional or substituted work, which the contractor is required, under the preceding clause 12, to do at the rates specified in the tender for the main work or on the basis of the rates in the Schedule of rates of the districts 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 rates 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 decision of the Joint Director concerned shall be final and binding and this contract shall be construed as if the said revised rates for the said additional materials had been incorporated in this contract as being applicable to such work.

Rates of works not in estimated schedule

**Clause 13.-** If at any time after the commencement of work the Board 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 works to be carried out.

**Clause 14.-** If it shall appear to the Engineer-in-Charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or 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 have been inadvertently passed, certified and paid for, forthwith rectify, or remove and re-construct the work so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the estimate for everyday 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 the may be at the risk and expense in all respects of the contractor.

Action and compensation payable in case of bad work.

**Clause 15.-** All 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.

Work to be open to inspection

Contractor or responsible person to be present

**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 works and if any work shall be covered up or placed beyond the of reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered.



**Clause 17.** If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within a period of **three years** after issuance of a certificate of its completion by the Engineer-in-Charge, 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, whether under this contract or otherwise, that may be then, or at any time thereafter become due to contractor by the Government or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-In-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfections good shall exceed the amount of such security deposit and / or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Contractor liable for damage done and for imperfections for three years after Certificate.

The security deposit of the contractor shall not be refunded before the expiry of **three years** after the issuance of the certificate, final or otherwise, of completion of work by the Engineer-in-Charge; Provided that the work shall not be deemed to have been completed unless the "**Final Bill**" in respect thereof shall have been passed and certified for payment by the Engineer-in-Charge;

Provided further that the Engineer-in-Charge shall pass the "**Final Bill**" and certify thereon, within a period of **forty five days** with effect from the date of submission thereof by the contractor, the amount payable to the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor within the said period of **forty five days**. The certificate of Engineer-in-Charge whether in respect of the amount payable to the contractor against the "**Final Bill**" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the contractor held with the Government under the provision of **Clause 1** hereof shall be refundable to the contractor in the manner provided hereunder :-

- (i) **30%** of the security deposit shall be refunded to the contractor on expiry of **one year** after the issuance of certificate of completion of work;
- (ii) Further **30%** of the security deposit shall be refunded to the contractor on expiry of **two years**;
- (iii) The balance **40%** of the security deposit shall be refunded to the contractor on expiry of **three years**.

**Explanation :-**

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/ or any other work contemplated within the scope and ambit of this contract. The work may be of original or special repair in nature or a combination thereof, or of original or special repair in nature in combination with the work(s) of repair and / or maintenance in nature; Provided that in respect of the work of repair or maintenance in nature or a combination thereof, the words **three years** wherever appearing in this Clause shall be deemed to be **one year** and in which case the security deposit of the contractor held with the BOARD under the provision of **Clause 1** hereof shall be refundable to the contractor on expiry of **one year** after the issuance of certificate of completion of work by the Engineer-in-Charge.

**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 work requisite or proper for the execution of the work whether original altered or

Contractor to supply plant, ladders, scaffolding etc.

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 materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of 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 proceeding at law that may be brought by any person for injury sustained owing neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

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

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

**Clause 19A.**- No labour below the age of twelve year shall be employed on the work.

Labour

**Clause 19-B(a)** "The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. contractor's Labour Regulations in so far as such Regulations have application within the State of West Bengal or as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) General Rules, 1971, wherever applicable.

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

**(c)** In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations as

mentioned in Sub-Para (a) above made from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction, unauthorisedly made, maintenance of wages books or wages slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation & Abolition) Rules, 1971 wherever applicable.

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

(e) The contractor shall comply with the provisions of Payment of Wages Act, 1936, Minimum wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Maternity Benefits Act, 1961 and the contract Labour (Regulations & Abolition) Act, 1970 or the modification thereof or any other laws relating thereto and the Rules made there-under from time to time **and Employee's provident Fund and Miscellaneous Provisions Act. 1952.**

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

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

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

Works on  
Sundays

**Clause 21.-** The contract shall not be assigned or sublet without specific orders from Board 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 creditor, or attempt to do so, 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 Board in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Deputy Director 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 Government and the same consequences shall ensue as if the contract had been rescinded under the clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Works not  
to be  
sublet.

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

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

Sum payable by  
way of compen-  
sation 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 the  
constitution of  
the firm

**Clause 24.** - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Joint Director 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.

Works to be under direction of Joint Director

**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 relating to the contracts designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter:

Settlements of dispute

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer- in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter. The Dispute Redressal Committee shall be constituted with the following officials as members -

1	Secretary, Housing Department, Government of West Bengal	Chairman
2	Housing Commissioner, West Bengal Housing Board.	Member
3	Director (Engineering), West Bengal Housing Board.	Member Secretary and Convenor
4	F.A.-cum-C.A.O., Finance Wing, West Bengal Housing Board.	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate."

**Clause 26.** - The contractor shall obtain from the stores of the Engineer-in- Charge all stores and articles stipulated for issue from Engineer-in-Charge 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 purpose of this contract shall include the cost of carriage, incidental charges and storage charges, the last being recoverable in addition and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores to be obtained from the Board

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

Lump  
sums in  
estimates

**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 I.S. specification and in the event of there being no I.S. specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in-Charge.

Actions  
where no  
specification

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

Definition  
of work

**Clause 30.** - The contractor(s) shall at his/their own cost provide his/their labour with hutments 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 Board means the West Bengal Housing Board and its successors.

The Engineer-in-Charge/Deputy Director means the Deputy Director of West Bengal Housing Board for the time being in charge of the work.

The Joint Director means the Joint Director of West Bengal Housing Board for the time being connected with the work.

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

**Schedule showing (approximately) materials to be supplied by the Board under clause 10 and 26 for work contractor to be executed and the rates at which they are to be charged for.**

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

**Note 1.**-The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of tender.

**Signature of Contractor**

**Signature of Deputy Director.**

**Date :**

**Joint Director**



## ADDITIONAL CONDITIONS

1. Cement found surplus after the completion of a work should be returned to the Deputy Director, the value of the cement returned to the Board 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 Deputy Director or the Assistant Director (if nominated for the purpose by the Deputy Director) 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 contractor's shall remain the property of Board.

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

3. Contractors will be responsible for the payments of all water charges payable to the Kolkata Municipal Corporation or any other water works authority including Board concerned.

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

5. The contractor will have to leave ducts in walls and floors to run 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 as Board's property and will be disposed of to the advantage of Board.

7. Owing to difficulty in obtaining certain materials in the open market, the Board have undertaken to supply materials specified in the schedule on page.....of the Tender form at rates stated therein. There may be delay in obtaining the materials by the Board and the contractor is, there-for, 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 not may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Board on account of delay in supplying materials.

8. The minimum period for which a road roller is required to be used by a contractor shall be determined by the Deputy Director on the basis of the quantity of metal that can be consolidated by a roller per day and the Deputy Director 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 this Board 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.M. area.

13. In cases where water is used by the contractor he will be required to deposit in advance with the Deputy Director 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 but appearing in relevant P.W.D. Schedule of rates.

15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, Board 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 deposited material on any item which will seriously inconvenience the public. The Engineer-in-Charge may require the contract(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 BOARD.**

Road Rollers, if available, shall be supplied by the Board on hire upon payment of charges at the rates and on the conditions specified below. The contractor should requisite road roller at least two weeks before the date on which the same 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 whatsoever shall be entertained.

### **A-Hire Charge**

Hire charges & other charges of Department equipments per day of eight hours or part thereof as well as pay of driver, cleaner, chowkider etc. will be as per rates indicated in Special Terms & conditions.

### **B-Conditions**

**1(a)** The road roller will be made over and taken back at the site of work. The Roller charges (which includes the hire charges and the wages of the departmental crew) shall be recovered at the prescribed rates from the date the road roller is made over till the date it is taken back even though the roller may not have been working. If however any roller remains idle for two or more days at a stretch for any of the reason or reasons mentioned below and provided the contractor submits within a week of the date of occurrence of the contingency, an application through the Assistant Director to the Engineer-in-Charge praying for exemption from payment of roller charges (showing reasons and particulars for such claim for exemption) the Engineer-in-Charge may at his discretion and if he is satisfied that there were sufficient reasons, allow exemption from payment of the said roller charges for such days as he may consider reasonable under the circumstances.

#### **The reason for which exemption may be allowed are :**

- (i) Continued unfavourable weather conditions for carrying out the particular type of work on which the roller engaged.
- (ii) Lack of roller work for reasons beyond the control of the contractor.
- (iii) Diversion of the roller by the Engineer-in-Charge to other works.
- (iv) Essential repairs.
- (v) Any other reason's precluding the work of the roller.

The contractor shall not in any events be entitled to claim any compensation for loss of labour or for any other loss whatsoever which may have been incurred by him during the period for which exemption from payment of the charges is allowed.

(b) The rollers and other equipments shall be fully utilised for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working conditions.

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

**2.** The departmental crew shall be on operational charges of the roller.

3. The roller issued to a contractor are to work for 6 days in the week, with stoppage or work on the seventh day for general cleaning and petty repairs. Contractors will pay for the hire charges as well as for the wages of driver, cleaner and chowkidar for the whole week. The cost of obtaining water for washing the rollers shall be borne by the contractor.

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

5. Fuel (petrol, diesel, or steam coal) and ancillaries such as match boxes kerosene oil, fire wood and cotton waste for working, lighting up cleaning etc. of road rollers shall have to be supplied by the contractor at his expense. Steam, Coal for Steam road rollers and diesel oil for diesel road rollers may however be supplied by the Department at the rate specified in the agreement and the cost debited to the contractor's account accordingly.

6. The grease and lubricating oil required for operating and maintenance of the rollers shall be supplied by the Department free of cost.

### **SPECIFICATIONS GOVERNING ISSUE OR ROAD ROLLERS**

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

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

## STATEMENT – I

### (a) For Diesel or Steam Road - Roller 8 -13 Tonne or above

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

Sl. No.	Items of Work	Works output per working day of 8 hours.	
		Floor limit (Minimum.)	Ceiling limit (Maximum.)
1	Roller Sub-grade	1,486 Sq.m	2,230 Sq.m
2	Rolling Boulder Soiling a) Stone (except laterite) slag boulders b) Laterite boulders	558 Sq.m 743 Sq.m	922 Sq.m 1,115 Sq.m
3	Consolidation of ballast (size within the range of 7.5 cm to 12.5 cm) - a) Broken Stones (Pakur or Rajmahal or Chandil or similarly hard stone) b) Broken Stone varieties softer than a) above c) Broken slag d) Laterite or Jhama e) Unbroken stone (e.g. shingle or gravel)	23 Cu.m.  25 Cu.m 25 Cu.m 34 Cu.m 34 Cu.m	34 Cu.m  40 Cu.m 40 Cu.m 51 Cu.m 51 Cu.m
4	Consolidation of metal (size within the range of 3.75 cm to 7.5 cm) - a) Broken stone metal (Pakur or Rajmahal or Chandil or similarly hard stone) b) Broken stone metal softer than (a) above c) Broken slag metal d) Laterite of Jhama Metal e) Unbroken stone (e.g. single or gravel)	14 Cu.m  17 Cu.m 17 Cu.m 28 Cu.m 34 Cu.m	23 Cu.m  28 Cu.m 28 Cu.m 45 Cu.m 51 Cu.m
5	Consolidation of Moorum	34 Cu.m	51 Cu.m
6	Compaction of Earthwork	250 Cum	400 Cum
7	Rolling dry chips/Bajri/Gravel in surface dressing works a) On water Bound surface b) On black top surface	558 Sq.m 650 Sq.m	1,115 Sq.m 1,300 Sq.m
8	Rolling premixed chips/bajri/Gravel – a) In 19 mm (nominal) thick carpet b) In 25 mm (nominal) thick carpet c) In 32 mm (nominal) thick carpet d) In 38 mm (nominal) thick carpet	372 Sq.m 325 Sq.m 279 Sq.m 232 Sq.m	743 Sq.m 650 Sq.m 558 Sq.m 465 Sq.m

**N.B.-**In case of items not covered by the above or by any stipulation of a particular contract, the limit will be as decided by the Engineer-in- Charge.

## **STATEMENT - II**

For Petrol, Diesel or Steam Road Roller 6 Tonne or less.

The limits of works output to be allowed for petrol, diesel or steam rollers of 6-10 tonne or less shall be 25% less than the limit for the corresponding items Statement - I above.

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

## **TAR AND BITUMEN**

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

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

## **ADDITIONAL CONDITIONS OF CONTRACT FOR DEPARTMENTAL MATERIAL**

(a) The value of materials supplied by the Department for use on the work shown in the Schedule on page 11 of the contract form (West Bengal Form No.2911) in respect of items of worth for which the contractor's rates are inclusive of the cost such materials will be debited to him in his account at the rates specified in this Schedule.

(b) Regarding materials in respect of items of work for which the contractor's rates are not inclusive of the cost of such materials, the contractor shall only act as custodian on behalf of the Government and the value of such material will not be charged to him except under sub-clauses (f) and (g) hereof.

(c) When the contract provides for use of certain specified materials to be supplied by the Department, the contractor shall not obtain such materials from other sources, unless so authorised in writing by the Engineer-in-Charge of the works.

(d) Materials supplied for a particular work or a part thereof shall not be used elsewhere except with the written permission of the said Engineer-in-Charge.

(e) Materials shall be supplied to the contractor in such instalments as may be decided by the said Engineer-in-Charge.

(f) The contractor shall be held responsible for any misuse, loss or damage of the materials issued or handed over to him by the Engineer-in-Charge. In default the costs of such materials shall be recovered from the contractor according to the terms of the provisions made in sub-clauses (g) and (h) hereof.

(g) In the following cases, the materials issued or handed over to the contractor shall be deemed to have been misused by him :

**(a)** Materials lost or damaged due to negligence on the part of the contractor and/or defective storage by him;

**(b)** Materials used in excess of the requirements as shown in Statement III attached herewith;

**(c)** Materials used without permission of the Engineer-in-Charge in temporary work (e.g., Cofferdams, embankments, shoring etc.) or in the construction of contractor's godown, site office, labour huts etc.

The value of materials misused as above (in which case the decision of the Engineer-in-Charge shall be final) shall be recovered at 50 per cent in excess of the highest of the following three rates:

- (i)** Issue rate as specified in the contract.
- (ii)** Departmental stock rate at the time of recovery of value :  
and
- (iii)** Market rate at the time of recovery value.

**(h)** In cases of loss or damage of materials issued or handed over to the contractor other than under the circumstances mentioned in sub-clause (g) the materials so lost or damaged shall be replaced by the Engineer-in-Charge at the cost of the contractor and the certificate of the Engineer-in-Charge as to the cost of replacement shall be final and binding on the contractor.

**(i)** Where so specified and in any case in respect of cement, steel and bituminous materials supplied by the Department, a stock register shall be maintained by the contractor and the day to day receipts, issues and balance of such materials shall be shown therein. This register shall be produced by the contractor to the Engineer-in-Charge or his representative whenever required for verification of stock.

**(j)** Whenever asked for by the Engineer-in-Charge during the progress of work and also with the final, the contractor shall submit to the former a statement showing-

- (a)** the total quantity of materials received by the contractor from the Deptt;
- (b)** consumption thereof item by item in the work; and
- (c)** the balance in hand.

**(k)** Whenever by computing the consumption of materials of any description in any item or group of items of work requiring use of such materials-

**(a)** It is found that the contractor has used less materials than required by the specifications and/or as shown in PWD Schedule of Rates, the value of the quantity of materials less used shall be recovered from the contractor at 5 (five) per cent in excess of the issue rate of such materials. In such an event the contractor shall not be entitled to claim or to receive the materials the cost of which has been thus recovered; or

**(b)** it is found that the contractor has used any material in excess of the requirement, the value of the material used in excess shall be recovered from the contractor as provided in sub-clause (g) hereof ;

**(c)** provided that recovery of materials used less or in excess as indicated in paragraph (a) and (b) of the sub-clause shall be subject to the decision of the Engineer-in-Charge who may allow variation asunder :

Consumption of different materials of construction in the corresponding contract items of work shall be computed on the basis of the provisions made in the consumption chart in the relevant

PWD Schedule of Rates, subject to a variation of plus/minus five percent(5%) except in case of steel materials in respect of which the variation shall be (+/-) 10%. Where, however, the circumstances of a work so require the Engineer-in-charge shall be competent to allow (for recorded reasons) for a greater variation.

## **ADDITIONAL CLAUSES**

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

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

3. "For all items of contract works requiring unskilled labour the contractors shall be bound to employ unskilled local labour. The expression "local" shall mean and deem to mean the Anchal, the Block, the Thana or the District of the State of West Bengal where the work will be executed. In cases of non-availability of such unskilled local labour and of other difficulties experienced by the contractor in recruiting such local labour, the contractor may, with the prior permission in writing of the Engineer- in-Charge of the work, recruit and employ unskilled labour from neighbouring areas of that District. In case the work is in the border area of two districts and there is dearth of adequate number of labour from the district where the work will be executed, labour may be recruited by the contractor from contiguous areas of the other contiguous district. In case local labour will not be available even from the districts as mentioned and when the exigency or progress of work so demands, the contractor may, with the prior permission in writing of the said Engineer-in-Charge engage labour from the other districts of the State of West Bengal and in case the same be not available then the contractor may, with the prior permission of the said Engineer-in-Charge, employ imported labour of other states.

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

For all items of contract jobs requiring skilled labour, the contractor shall have to employ at 70% (seventy percent) of skilled labour locally. In case the contractor fails to recruit skilled local labour, the contractor shall employ skilled labour locally secured by Board in the manner indicated above. For bridge works, highly technical works of framed structural buildings, sanitary and plumbing works, electrical works etc. involving skilled labour the contractor may with the prior permission in writing of the Engineer-in-Charge to whom the full facts must be placed for permission, import and employ skilled labour upto 30% (thirty percent) of the total requirement. In this case the expression "imported labour" shall mean labour imported, primarily from other States and secondly from the distant districts of the State of West Bengal.

4. Military credit notes will only be issued at the dispatching station for materials which are the property of Board at the time of dispatch. 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.

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