

**Bid document consist of**

- i)** N.I.T. No.WBHB /DD(EEW)-II /NIT- 01/2021-22
- ii)** Schedule of work for Tender
- iii)** Terms & condition.
- iv)** WBHB 2911 Form

**C E R T I F I C A T E**

I / we do hereby certify that I / we have gone through the notice  
Inviting Tender / Quotation Additional Terms and conditions to the N.I.T. /  
N.I.Q. General Information, scope of work / services, Terms and condition  
Of the work and understand that the above documents shall form part of  
the contract.

Signature of the Tenderer

Full name of the signatory (In Block Letters)

Postal Address:-



# WESTBENGALHOUSINGBOARD

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

'ABASAN', 105, S. N. Banerjee Road, Kolkata-700014,

Phone: (033) 2265-1965, 2264-1967 / 3966 / 8968 / 4974 / 0950. Fax : (033) 2264-1480 / 0979,

Web site : [www.wbhousingboard.in](http://www.wbhousingboard.in) Email : [wbhousingboard@gmail.com](mailto:wbhousingboard@gmail.com)

Memo No:- 991/Elec/HB/DD- II

Dated:-28 /09/2021

## NOTICE INVITING TENDER

NIT No: - WBHB/DD (EEW) II/ NIT-01/ 2021-22

Deputy Director (EEW)-II, Housing Project under West Bengal Housing Board invites sealed quotation in prescribed form from eligible bidders for the works as per particulars below:-

1.	<b>Name of work:</b>	Additional arrangement for power supply from existing 125 KVA D.G. set to the Fire-Fighting arrangement of ABASAN building, West Bengal Housing Board.
2.	<b>Eligibility criteria:</b>	<p>Bonafied and Resourceful Agencies having experience in similar nature of service fulfilling requisite eligibility criteria as stated in the NIT Eligibility working in W.B.H.B. state P.W.D., C.P.W.D., railway, having credentials i) for execution of similar nature works of satisfactory completed works valued at least 40% of quoted amount in a single contract during last five years. Or ii) intending tenders should produced credentials of 2 (Two) similar nature of work, each of the minimum value of 30% of the quoted amount put to tender during 5(Five) years period to the date of issue of the tender notice, or iii) Intending quotations should produced credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than value. In case of running works, only those quotations who will submit the certificate of satisfactory running works from the concerned Executive Engineer, or equivalent competent authority will be eligible for the quotation, In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no panel action has been initiated against the executed agency. i.e. the quotations.</p> <p>N.B. 1) Credential/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 .</p> <p>2) Credential certificate issued by the Executive Engineer or equivalent competent authority of a state/ central Govt, state / Central Govt, undertaking, statutory, autonomous bodies constituted under the statute of the Central / state Govt. On the executed value of work will only be taken as credential. Payment Certificate will not be treated as credential.</p> <p>3) The agency should possess Income Tax Acknowledgement Receipt for the latest Assessment year/ Professional Tax Clearance Certificate/P.T. (Deposit Challan) / Pan Card/GST. Registration Certificate/Voter ID Card for self identification, PAN Card No., P.F. code No.(if applicable)</p>

3.	<b>Name of the Engineer-in Charge</b>	Deputy Director (EEW)-II, under WBHB
4.	<b>Estimated Cost</b>	Rs.99745.82
5.	<b>Earnest money:</b>	Rs.2000.00
6.	<b>Cost of tender documents: (Non-refundable).</b>	During participation, cost towards Tender documents need not required to pay only successful bidder has to be paid cost of three copies of documents for agreement as per norms which will be communicated latter on i.e. through L.O.A.
7.	<b>Validity of Tender</b>	120 days from the date of submission of tender
8.	<b>Procurement of Tender paper i.e. N.I.T, Bid document, Term &amp; condition etc.</b>	Tender documents will be available in the site (wb housing board) web site and in the office of the Deputy Director (EEW)-II/ at 4th Floor in all working days during office hours i.e. from 29 .09.2021 to 05.10.2021.
9.	<b>Last date &amp; Time for submission of tender</b>	07.10.2021 up to 3.30 P.M
10.	<b>Date&amp; Time for opening of tender:</b>	07.10.2021 at 4.00 P.M
11.	<b>Time allowed for completion</b>	Fifteen days

12. Agency has to submit completion certificate showing details of executed works and time taken for completion including comments on their up to date performance from the respective deptt / Authority.

13. Agency should submit application along with self-attested copies of the following (Original copies for each are to be produced for verification as &when asked for).

- i) Valid PAN Card.
- ii) Employees provident Fund (PF) enrollment certificate with code no (if applicable), otherwise an undertaking is required.
- iii) GST registration certificate.
- iv) Work order and Completion certificate from respective department.
- v) Valid Trade license from respective Municipality/ Panchayat,
- vi) Power of Attorney/Authority to sign the Tender documents and Articles/Memorandum of Association (in case of companies)
- vii) Partnership Deed- (In case of partnership firm.)

14. The Agency will quote the rate (in both words and figures) at percentage below/ above/ or AT PER with the rates shown in the specific priced schedule of probable items with approximate quantities.

15. Tender **must be accompanied by EMD** specified for the work in the shape of Bank Draft/Pay Order only on a Nationalized **Bank drawn/Scheduled Bank in favor of West Bengal Housing Board payable at Kolkata**. E.M.D. Should be kept in a sealed envelope with a clear description and should accompany the name of work and N.I.T. No.

16. **Bidders** eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be submit of Statuary bid documents.

17. Tender **must be delivered to Deputy Director (EEW)-II** West Bengal Housing Board or in absence to any authorized officer of West Bengal Housing Board and will be opened on the same day in the presence of bidders or their authorized representatives.

18. **If the office happens to be closed on the date of receipt of quotation** as specified in the NIT will be received and opened on the next working day at the same time and venue,

19. Agency shall have to make his /her own arrangement for resource materials duly certified will only be accepted.

20. **Successful tenderer would have to execute an agreement** as specified by the WBHB in non-judicial stamp paper of value Rs. 10/-only before issuing of formal work order by the WBHB

21. No conditional tender will be accepted.

22. Tenderer should collect the GSTN No. of WBHB before submitting the bill & for deposition of GST to the respective department.
23. Tenderer **will be received only in the** Quotation box kept in the office chamber of Deputy Director (EEW)-II at 4th Floor, West Bengal Housing Board, 105, S N Banerjee Road, Abasan, Kolkata-700014 and nowhere else,
24. **Submission of false misleading** and fabricated statement/ documents/information etc found at any point of time will lead to cancellation of the tender.
25. **Acceptance of Tender will rest entirely with the WBHB** which does not bind itself to accept the lowest Tender and reserves the right itself the authority to reject any or all the tenders received without assigning any reasons thereof.
26. **Further details can be seen in the Tender documents itself.**



Deputy-Director (EEW)-II  
West Bengal Housing Board

No.: 991/1(12)/Elec/HB/ DD-II

Dated: - 28.09.2021

Copy forwarded for information to the:

1. Housing Commissioner, West Bengal Housing Board
2. Director (Engineering), West Bengal Housing Board
3. CA cum AP, West Bengal Housing Board
4. FA cum CAO/D.F.A. West Bengal Housing Board
5. Joint Director (EEW) WBHB
6. Asst. Housing Commissioner-I he is requested to please arrange for uploading the NIT the Website forthwith
7. 7-11 Joint Director (EW)-I/II/III/IV/V. West Bengal Housing Board
12. Notice Board



Deputy-Director (EEW)-II  
West Bengal Housing Board

ADDITIONAL TERMS AND CONDITIONS TO  
THE N.I.T. CONTRACT DOCUMENTS :-

1) Contract documents shall consist of the following and Tenderers shall have submit one copy of each of the same along with their tenders duly signed by them, without which Tenderer are liable to rejection.

- a) The details Notice Inviting Tender hereinafter referred to as the Tender Notice.
- b) Special Terms and conditions and specification.
- c) Specific priced schedule of probable items with approximate quantities.

2) The Agency will quote the rate (including GST & other taxes) in both words and figures in the specific priced schedule of probable items with approximate quantities.

3) Earnest Money as per clause of N.I.T. above deposited in Bank Draft on a Kolkata Bank Drawn in favour of West Bengal housing Board. Must accompany each tender without which tender will not be considered at all.

**4) Deduction of Cess.**

Deduction of CESS from the contractor's Bills (Regulation of Employment and other conditions of Service Act. 1996) will be deducted @ 1% of the cost of maintenance.

**5) DEDUCTION OF INCOME TAX**

DEDUCTION OF INCOME Tax from contractor's Bills should be made as laid down in Memo No. F No. 275/91972, I.T.O dt. 29.05.72 of Ministry of Finance (Department of Revenue & Insurance), Govt. of India with its amendments, if any.

**6) GST**

Tenderer should collect the GSTN No. of WBHB before submitting the bill & for deposition of GST to the respective department & TDS will be recovered from bills as per norms as applicable.

7) Canvassing in connection with tender is strictly prohibited and the tenders submitted by the Tenderer who resort to canvassing, will be liable to rejection.

**8) REJECTION OF TENDER**

Quotation which does not fulfill any of the above conditions are incomplete and are liable to rejection.

**9) OPENING OF TENDER.**

The tender which should always be placed in sealed cover with the same of work written on the envelope, will be received by the concerned Dy. Director (EEW) - II, W.B.H.B. his office and will be publicly, opened by the authority receiving tenders or by his authorities representatives, thirty minutes after the closing time of receipt of tender or as soon as possible thereafter in the presence of such Tenderer or their authorized representative who may be present.

**10) ACCEPTANCE OF TENDER.**

The acceptance of the tender will rest with West Bengal Housing Board which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received, without assigning any reason thereof.

**11) VALIDITY OF TENDER**

The rates quoted by quotationer must remain valid for 120 days from the date of dropping of tender if the quotationer with draws his offer before that period, the shall be disqualified for submission of any tender to West Bengal Housing Board for minimum period of one year and his earnest Money will be forfeited to the West Bengal housing Board.

**12) COPIES OF AGREEMENT:**

The successful Tenderer will have to submit the following copies of the contract documents within 7 (Seven) days from the date of the receipt of letter of Acceptance of tender. Failure to be so within the specified time will constitute a breach of the contact rendering the contract liable to termination with for feature of security to the content of the amount of the initial earnest money specified in clause of N.I.Q. above, without any reference to the tender.

In addition the Tenderer will have to execute an agreement with the Board in non-judicial stamp paper of appropriate value in the Form as specified by the Board.

The amount already deposited as Earnest Money will be converted into security deposit.

Four sets of documents, containing all items of (a), (b), and (c) as mentioned in clause-I (One) above shall have to be submitted to the concerned D.D. (EEW)-II by the successful Tenderer. These will have to be purchased from the office of the concerned D.D. (EEW)-II and price for these sets will be as mentioned in N.I.T.

**13) STARTING OF WORKS:**

The successful Tenderer shall have to start the work within a week from the date of issue of order to commence to work.

**14) PROGRAME OF WORK & CERTIFICATE OF VISIT TO SITE:**

a certificate of visit to site and a programme of works showing completion within the specified period of completion of work is to be furnished under signature of the Tenderer as per proforma attached. The purpose of visit to site will mean that the Tenderer has appointed himself with the site conditions under which the work is to be executed.

If the successful Tenderer whose tender is accepted has not got fixed security in respective Class with West Bengal Housing Board as per rules shall within 7 (seven) days of receipt of intimation to that effect through registered post by special Messenger, deposit an additional amount in similar manner which together with the earnest money deposited with the tender would be equivalent to required security deposit of 2% (Two) percent of the tendered amount.

The successful Tenderer shall ultimately furnish a total security deposit of 10% (Ten percent) of the value of work to be executed, of this 2%(Two percent) shall be obtained as indicated above and the remaining 8% (Eight percent) shall be obtained by recovered from progressive bills, so that the total recovery in the final bill is adjusted to made the total amount of security deposit retained equivalent to 10% (Ten percent) of the total value of work actually executed.

The percent (10%) recovery shall be made from each progressive bill in case of quotationer who has not fixed security with the West Bengal Housing Board in respective class.

**15) Refund of Security Deposit / Retention Money:-**

The security deposit / Retention Money shall be refunded to the contractor in the manner as furnished herein under:-

The security deposit shall be refunded to the contractor after 3(Three) years of completion of the job.

Deputy Director (EEW)-II

West Bengal housing Board

	<b>Name of work:- Additional arrangement for power supply from DG set to the Fire fighting arrangement of ABASAN building,W.B.H.B.</b>					
	<b>NIT No:- WBHB/DD(EEW) II/ NIT-01/ 2021-22</b>					
	Sl. No.	Description	Unit	Quantity	Rate	Amount
	1	Supply & fixing sheet metal(16 SWG) iron clad Bus-bar chamber of 1 meter length on angle iron frame on wall of following size, incl. Earthing attachment and painting as required				
		a) 415 volt,315A, 4 nos Al bars of section 50mmx10mmx850mm.	mtr	1	3360.00	3360.00
	2	Supply & fixing 415 V,200 A,TPN SFU with sheet steel enclosure ( make- Siemens/Havells/L&T as directed by EIC) on angle iron frame on wall with nuts ,bolts etc incl. S & F 3 nos DIN type HRC fuse as per rating	set	3	8835.00	26505.00
	3	Supply & fixing 415 V,32 A,TPN SFU with sheet steel enclosure ( make- Siemens/Havells/L&T as directed by EIC) on angle iron frame on wall with nuts ,bolts etc incl. S & F 3 nos DIN type HRC fuse as per rating	set	2	1984.00	3968.00
	4	Supply & fixing 415 V,200 A,TPN on load front operated change -over switch with sheet steel enclosure ( make- Standard/Havells/L&T as directed by EIC) on angle iron frame on wall with nuts ,bolts etc.	set	1	10542.00	10542.00
	5	S & drawing 1.1 KV grade PVC insulated & armoured cable of aluminium conductor of size 3&1/2 core 150 sq.mm. (make- Gloster / Havells / polycab) on RCC wall / surfce incl. S & F MS saddles with earthing attachment 2 Nos. 8 SWG GI wire making holes etc. necy. mending good the damages to original finish etc. as required.	mtr	5	957.00	4785.00
	6	S & drawing 1.1 KV grade PVC insulated & armoured cable of aluminium conductor of size 3&1/2 core 95 sq.mm. (make- Gloster / Havells / polycab) on RCC wall / surfce incl. S & F MS saddles with earthing attachment 2 Nos. 8 SWG GI wire making holes etc. necy. mending good the damages to original finish etc. as required.	mtr	30	674.00	20220.00
	7	S & drawing 1.1 KV grade PVC insulated & armoured cable of aluminium conductor of size 4core 6sq.mm. (make- Gloster / Havells / polycab) on RCC wall / surfce incl. S & F MS saddles with earthing attachment 2 Nos. 8 SWG GI wire making holes etc. necy. mending good the damages to original finish etc. as required.	mtr	60	181.00	10860.00
	8	S & F compression type cable gland complete with brass gland, rubber ring, dust& moisture proof entry of PVC armoured cable of the following sizes.				



	a) 3.5 core 150 sq.mm.	Set	4	307.00	1228.00
	b) 3.5 core 95 sq.mm.	Set	7	274.00	1918.00
	c) 4 core 6 sq.mm.	Set	5	115.00	575.00
	9 Finishing the end of XLPE cable/ PVC armoured cable of the following sizes by crimping method incl.S&Fof solderless socket,tapes,anticorrosive paint and jointing materials.				
	a) 3.5 core 150 sq.mm.	Set	4	434.00	1736.00
	b) 3.5 core 95 sq.mm.	Set	7	310.00	2170.00
	c) 4 core 6 sq.mm.	Set	5	62.00	310.00
				<b>Total</b>	Rs. 88,177.00
	GST on total @12%				Rs. 10,581.24
					Rs. 98,758.24
	<u>Cess @1%</u>				Rs. 987.58
				<b>Total Cost</b>	Rs. 99,745.82



# **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,**

**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

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

--	--	--	--	--	--	--

**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)**

# Signature of Contractor before submission of Tender.

**Witness            +**

+ Signature of witness to Contractor's signature.

Address :

Occupation :

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

**Dated            day of            20**

**\*\***

**[4]**

\*\* Signature of Officer by whom accepted.

## 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 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 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 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, un-authorisedly 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	Special Secretary, Housing Department	Member
4	Director (Engineering), West Bengal Housing Board.	Member Secretary and Convenor
5	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

Lump sums in estimates

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.

**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 there of 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 hutments 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.

= O =