



## Tender Form

### West Bengal Police Housing & Infrastructure Development Corporation Ltd.

#### GENERAL RULES OF TENDER

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the Managing Director, **West Bengal Police Housing and Infrastructure Development Corporation Limited (Formerly West Bengal State Police Housing Corporation Limited)** or his duly authorized representative.

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 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 the bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Managing Director, W.B.P.H.&I.D.C.L or his authorized representative shall also be opened for inspection by the contractor at the W.B.P.H.& I.D.C.L's office during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member/ partner thereof. Such power-of-attorney to be produced with the tender and save in the case of a firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipt for payment made on account of a work, when executed by a firm, must also be signed by several partners, except where the contractors are described in 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 persons 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 of the work or which contain any sort of discrepancy will be liable for rejection. No single tender shall include more than one work but, contractors who wish to tender for two or more work shall submit a separate tender for each. Tenders shall have the name number of the work to which they refer written outside the envelope.

5. The Managing Director W.B.P.H.&I.D.C.L or his duly authorized representative will open tenders in the presence of any intending contractors who may be present at the time and will enter the quoted amount of several tender in a Comparative Statement in a suitable form. In the event of the tender being accepted along with the earnest money forwarded, contractor shall thereupon for the purpose of identification sign copies of the specifications and other document mentioned in rule 1. In the event of the tender being rejected the earnest-money/token-earnest-money forwarded with such unaccepted tender shall be refunded within 10 working days from the date on which the tender

is decided provided the contractor present himself/themselves before the Managing Director or his duly authorized representative to take the refund. In case of online submission of the earnest-money, the refund of earnest-money for rejected tenders will be refunded as per existing norms if not forfeited under any clause of the tender.

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 tender.

7. The receipt of an accounts clerk for any money paid by the contractors will not be considered as any acknowledgement of payment to the Managing Director or his duly authorized representative and the contractor shall be responsible for seeing that he procures a receipt signed by duly authorized cashier.

**TENDER FOR WORKS**

We hereby tender for the execution of the work specified in the underwritten memorandum within the time specified in such memorandum at the rate specified therein, and in accordance in all respect with the specifications designs, drawings, and instruction in writing refer to rule 1 hereof and in clause II of the annexed conditions and by, and in all other respects in accordance with such conditions so far as applicable.

**MEMORANDUM**

(a)General Description ....Rs.

(b)Estimated Cost .....Rs.

(c)Earnest Money .....Rs.

(d)Security Deposit .....Rs.

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

(f)Time Allowed for the work from date of Written order to commence ..... Days.

Item No.	Item of Works	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 fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Managing Director or his successions in office the sums of money mentioned in the said conditions. The sum of Rs. .... \* is herewith forwarded in currency notes as earnest money [(a) the full value of which is to be absolutely forfeited to the Managing Director, WBPH&IDCL or his successors in office, without prejudice to any other rights or remedies of the said Managing Director or his successors in office, should I/We not deposited the full amount of security deposit specified in the above memorandum in accordance with clause I (A) of the said conditions of contract, otherwise the said sum of Rs. ....shall be retained by Managing Director as on account of such security deposit as aforesaid :(b) the full value of which shall be retained by Managing Director on account of the security deposit specified in clause I (B) of the said conditions of contract].

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_ T  
 Witness X  
 X  
 Address \_\_\_\_\_  
 Occupation \_\_\_\_\_

The above tender is here by accepted on behalf of the Managing Director of the West Bengal Police Housing and Infrastructure Development W.B.P.H.& I.D.C.L Ltd

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_ XX

- *T Signature of Contractor before submission of tender\**
- *X Signature of X Witness to contractor's signature*
- *XX Signature of the Officer*

## CONDITION OF CONTRACT

**Clause 1** - The Person/Persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less, and so on, up to a limit of ten days of the receipt by Managing Director, of the notification of the acceptance of his tender) deposit with Managing Director (if deposited for more than 12 months) a sum sufficient with the amount of the earnest-money deposited by him with his tender to make up the full security deposit specified in the tender] or (B) [permit Managing Director 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 .....percent, of all money so payable as deductions to be held by the W.B.P.H.& I.D.C.L by way of security deposit ]. Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above them 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 W.B.P.H.& I.D.C.L at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the W.B.P.H.& I.D.C.L under the terms of his contract may be deducted from, paid by the sale/invoke 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 W.B.P.H&I.D.C. LTD. 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 securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof by Managing Director of W.B.P.H&I.D.C. LTD.

### Clause-2:

- A. The time allowed for carrying out the work as mentioned in the tender/agreement shall strictly be observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor or clear site is handed over to the contractor whichever is later. Weekly Work Programme (prepared on CPM/PERT Method and reflected as Bar Chart) in terms of physical as well as financial progress to be furnished by the successful bidder matching with the time period stipulated in the tender and the same shall be approved by the Corporation. On approval, the work programme will be treated as Approved Work Programme. He shall be bound in all cases to execute proportionate work in

proportionate time. No agreement shall be executed without approved work programme. Delay in execution of agreement shall attract a penalty of Rs. 10,000/- (Ten Thousand) for a delay of every one week from the last date of execution of the agreement as given in the work order. Fraction of one week shall be treated as one additional week. The penalty shall be deducted from the bills payable to the agency.

B. In the event of failure to start the work after 15 (Fifteen) days from the date of commencement of the work as per the work order due to fault on contractor's part, a notice will be issued to the contractor and he will be given further 7 (seven) Days to start the work. If the contractor fails to start the work even within the extended period, the contract will be terminated without giving any further notice. In the event of termination of contract under this clause the Earnest Money Deposit of the contractor will be forfeited and he will be barred from applying in any tender of this Corporation for two years from the date of termination of the contract. No further correspondences will be allowed in this respect.

C. The Contractor shall ensure good progress during the execution of the work, he shall be bound in all cases in which the time allowed for any work exceeds one month, by the Approved Work Programme. In the event of any shortfall in performance measured against the Approved Work Programme, an amount @ 1.0% of the Tendered amount shall be retained as penalty from the successive bill.

However, during the subsequent review, if it is found that the previous delay in execution has been recouped, the retained penalty amount may be refunded, i. e., the amount which was retained during the earlier review under this provision, may be released on the basis of up to date progress of the work measured against Approved Work Programme. No further correspondence in any manner /form will be entertained in this regard by the Corporation.

D. During any review of progress of work as mentioned in sub-clause C of this clause, if it is found that the progress is falling behind schedule as given in the Approved Work Programme, the contractor will be intimated to expedite the work to achieve the Progress with the Approved Work Programme. In the next review of progress, if the progress of the work still fall behind the Schedule as per Approved Work Programme, the contractor shall be liable to pay as compensation an amount equal to two per cent, or such smaller amount as the Managing

Director (Whose decision in writing shall be final) may decided on the said tendered cost of the whole work for every week that the due quantity of work as per Approved Work Programme remains incomplete.

E. The work shall be executed throughout the stipulated period of the contract with all due diligence (time and quality being the essence of the contract) by the contractor. In the event of the contractor failing to complete the work within the specified date, he shall be liable to pay as compensation an amount equal to two per cent, or such smaller amount as the Managing Director (Whose decision in writing shall be final) may decided on the said tendered cost of the whole work for every week that the work remains incomplete.

The entire amount of compensation to be paid under the provisions of this clause (clause 2) shall not exceed ten percent of the tendered amount of the work as shown in the tender.

**Clause 3** - In any case in which under any clause 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 Managing Director/his authorized representative shall have power to adopt any of the following courses, as he may deem best suited to the interest of the W.B.P.H.& I.D.C.L (Action when whole of security deposit)

(a) To rescind the contract (of which rescission notice in writing to the contractor served at their hand by the Managing Director/his authorized representative or by e-mail sent at the contractor's e-mail address given at the time of tendering 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 Managing Director or his authorized representative of West Bengal State Police Housing W.B.P.H.&I.D.C.L Limited

(b) To employ labour paid by W.B.P.H.&I.D.C.L and so 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 Managing Director/his authorized representative shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Managing Director or his authorized representatives 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 Managing Director/his authorized representative 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 Managing Director/W.B.P.H. & I.D.C.L under the contract or otherwise, or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Managing Director/his authorized representative, 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 engagement or made any advances on account of, or with a view to the execution of the work or the performances 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 concerned Engineer Officers 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 Managing Director/his authorized representative by clause thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereto 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 Managing Director/his authorized representative putting the force either of the power (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 of the site thereof or belonging to the contractor, or procured by him and intended to be issued for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at the current market rates to be certified by the Managing Director or his authorized representatives whose certificate thereof shall be final otherwise the Managing Director or his authorized representatives may give notice in writing or by post, e-mail or by hand to the contractor or his clerk of the works foreman or other authorized agent and 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 Managing Director/his authorized representative may remove them at the contractor's expenses or sell them by auction, if the situation compels to do so, private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer/Assistant Engineer 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. (Contractor remains liable to pay compensation if Action is not taken under clause 3) (Power to take possession of or require removal of or sale contractor's plant)

**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 hindrances to the Managing Director/his authorized representative in writing and if he shall desire the extension of time for completion of the work on the ground thereof he shall apply in writing to the Managing Director or his authorized representatives within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Managing Director or his authorized representatives shall, if in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time if any, as may, in his opinion, be necessary or proper. (Extension of time)

**Clause 6** - On completion of work, the contractor shall be furnished with a certificate by the M.D. W.B.P.H&I.D.C.L or his authorized representatives of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floor or other parts of any building, in, upon or about which the work is to be executed, or of which he may have had possession for purpose of the execution thereof, nor until the work shall have been measured by the M.D. W.B.P.H&I.D.C.L or his authorized representatives 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 M.D. W.B.P.H&I.D.C or his authorized representatives 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 released by the sale thereof. (Final certificate)

**Clause 7** - *No* payments shall be made for works estimated to cost less than rupees one thousand, until after the whole *of* the works shall have been completed and a certificate of completion, given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore *to* be entitled *to* receive a monthly payment proportionate *of* the part thereof then approved and passed by the M.D. W.B.P.H.&I.D.C.L or his authorized representatives, 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 payments 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* to be considered as an admission of the due performance of the contract *or* any part thereof, in any respect, *or* the acquiring of any claim, nor shall it conclude determine *or* affect in any way the power of the M.D. W.B.P.H.& I.D.C.L or his authorized representatives under these conditions *or* any of them as to the final settlement and adjustment of the accounts *or* otherwise *or* in any other way vary *or* affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work; otherwise the M.D. W.B.P.H.&I.D.C.L or his authorized representative'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 regarded as advances)

**Clause 8** - A bill shall be submitted by the contractor each month on *or* before the date fixed by the M.D. or his authorized representative for all work executed in the previous month, and the M.D. or his authorized representative shall take *or* cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted if possible, before the expiry *of ten* days from the presentation of the bill/claim. If the contractor does not submit the bill/claim within the time fixed as aforesaid the M.D. or his authorized representative may depute a subordinate *to* measure up the said work in the presence *of* the contractor, whose countersignature to the measurement list will be sufficient warrant: and the M.D. or his authorized representative may prepare a bill from such list which shall be binding on the contractor in all respects. (Submitted monthly)

**Clause 9** - The contractor shall submit all bills on the printed forms to be had on application at the Office of the M.D. or his authorized representative, and the charges in the bills shall always be entered at the rates specified in the tender *or* in the case of any extra work ordered in pursuance of these conditions, and mentioned *or* provided for in the tender at the rates hereinafter provided for such work. (Bills to be on printed forms)

**Clause 9A - (1)** Payments due *to* the contractor shall be made to his bank instead of direct to him.

(i) He shall provide his Bank Account details at the time of entering into the Agreement.

(ii) His own acceptance of the correctness of the account made out as being due to him by Managing Director/W.B.P.H.& I.D.C.L of his signature in the bill or other claim preferred against Managing Director before settlement by the M.D. or his authorized representative 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 bill duly receipted and discharged through the Bankers.

**Note I** - The procedure will not affect the usual rights of W.B.P.H.& I.D.C.L. to deduct from contractor's bills (whether endorsed in favor of a bank or not) any sum due to Managing Director on account of penalties over payments, etc on this or any other contract.

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

**Clause 10** - If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the MD's or his authorized representative's store, or if it is required that the contractor shall use certain store to be provided by the M.D. or his authorized representative (such materials and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect specified in the schedule *or* memorandum here to annexed), the contractor shall be supplied with such *materials* and stores as required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or the from the security deposit, or the proceeds of sail thereof; if the same is held in Managing Director/W.B.P.H.& I.D.C.L securities, the *same or* a sufficient portion thereof

being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of W.B.P.H.& I.D.C.L and shall not on any account be removed from the site of the work, and shall at all times be opened to inspection by the M.D. or his authorized representative. 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 Managing Director or his authorized representative'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 as regards both materials and other wise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Managing Director. or his authorized representative and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of 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.

**Clause 12** - The Managing Director/ his authorized representative 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 Managing Director or his authorized representative and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates, if any may be specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Managing Director/his authorized representative shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which

no rates is specified in this contract, then such class *of work* shall be carried out at the rates entered in the schedule of rates of the (PWD), which was in force at the time of the acceptance of the contract minus or 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 there of shall be made by the M.D. or his authorized representative by determining the rates on analysis worked out from (a) the *basic* rate of materials and labor provided in the current schedule of rates or (b) the current market rates of material and labour when even basic rates for the work are not available in the schedule. In case when such rates are determined on analysis by the M.D. or his authorized representative under (a) above, the stipulated percentage above or below schedule of rates provident in the contract shall also apply and in case of rates worked out on analysis under (b) above payment shall be made at percentage. In the event of any dispute regarding rates determined on analysis for any altered, **additional or substituted work under** this clause the **decision** of **Managing Director** or his authorized representative shall be binding.

**Clause 12 A** - In the case of any altered, additional or substituted work, which the contractor is required, under the proceeding 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 district and which involves the employment of additional materials (not withstanding anything to the contrary in the preceding clause) the contractor may within seven days from the receipt of the order claim revision of the rates in respect of such additional materials and Managing Director or his authorized representative may revise such rates having regard to the increase in the market price of such materials. In the event of a dispute the decision of the Managing Director or his authorized representative shall be final and binding and this contract shall be constructed as if the said revised rates for the said additional materials had been incorporated in this contract as being applicable to such work.

**Clause 13** - If any time after the commencement of the work the Managing Director or his authorized representative shall for any reason whatsoever not require the whole thereof as specified in this tender to be carried out, the Managing Director or his authorized representative 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 or advantages which he might have derived from the execution of the work in full, 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 be reason of any

alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

**Clause 14** - If it shall appear to the Managing Director or his authorized representative in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or a quality inferior to that contracted for, or otherwise not in accordance with contract, the contractor shall be requested in writing from the Managing Director or his authorized representative specifying the work, materials or articles complained or notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his proper charge and cost, and the event of his failing to do so within a period to be specified by the Managing Director or his authorized representative in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding ten days. While his failure to do so shall continue and in the case at any such failure the Managing Director or his authorized representative 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 contractor.

**Clause 15** - All work under or in course of execution or executes in pursuance of the contract shall at all times be open to the inspection and supervision of the Managing Director or his authorized representative and all his subordinates and contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Managing Director or his authorized representative 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 contractor's agent shall be considered to have the same *force* as *if* they had been given to the contractor himself.

**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 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 consent in writing of the Engineer-in-charge or his subordinate in-charge of the work; and if any

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

**Clause17** - If the contractor or his workmen or servant shall break, deface, injure or destroy any part of a building, in which they may be working or any building road, road-curbs, fence enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassy-land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within three years ( one year for repair or maintenance work) after issuance of a certificate of its completion issued by the Engineer-in-charge or date of handing over(whichever is later) shall mend good the same at his own expense, or in default, the Managing Director or his authorized representative may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Managing Director or his authorized representative 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 W.B.P.H.& I.D.C.L or from his security deposit, or the proceeds of the sale or of a sufficient portion thereof or of a sufficient portion thereof and if the cost, in the opinion of Engineer in charge (which opinion shall be final and conclusive against the contractor), or of making such damage or imperfections good shall be final and conclusive the amount of such security deposit and/ or such sums, it shall be lawful for the W.B.P.H.& I.D.C.L to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

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.

Provide further that the Engineer in charge shall pass the "Final bill" and certify thereon, within a period of 45 days with effect from the date of submission thereof by the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor with the said period of Forty Five Days. The certificate of Engineer In Charge whether in respect of 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

W.B.P.H.& I.D.C.L under the provision of **Security Deposit** hereof shall be refundable to the contractor, if not forfeited, in the manner provide here under.

**A. For all work other than ‘repair or maintenance work’**

- 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 or date of handing over (whichever is later).
- II.** Further 30% of the security deposit shall be refunded to the contractor on expiry of **Two years** after the issuance of certificate of completion of work or date of handing over (whichever is later).
- III.** The balance 40% of the security deposit shall be refunded to the contractor on expiry of **Three years** after the issuance of certificate of completion of work or date of handing over (whichever is later).

**B. For ‘repair or maintenance work’**

100% of the security deposit shall be refunded to the contractor on expiry of **one year** after the issuance of certificate of completion of work or date of handing over (whichever is later).

**C. The security deposit will be refunded after post warranty maintenance period of the lift.**

**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 Managing Director's authorized stores) plant, tools, appliances implements, ladder cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Managing Director or his authorized representative 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 charges 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 of the work or materials. Failing his so doing the same may be provided by the Managing Director or his authorized representative at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also

provide all necessary fencing and light required to protect the public from accident, shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person which may with 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 implement as may be made over by the Managing Director/W.B.P.H.& I.D.C.L to the contractor for use in the execution of the works under this contract and shall be liable for any loss or any 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 W.B.P.H.& I.D.C.L such amount as may be fixed by the W.B.P.H.&I.D.C.L for such loss and damage, the decision of the W.B.P.H.&I.D.C.L in that respect being final. Should the contractor fail or neglect to pay such amount of demand the W.B.P.H.& I.D.C.L shall have the right and be entitled, in addition to the other rights and remedies suitable to it, to deduct such amount of security deposited by the contractor and /or any amount remaining payable to the contract for under this contract for any work done by the contractor.

**Clause 18B** - In every case in which by virtue of the provision of Section 12 Sub-section (1) of the workmen's Compensation Act, 1923. W.B.P.H.& I.D.C.L is obliged to pay compensation to a workman employed by the contractor, in execution or the works, W.B.P.H.& I.D.C.L will recover from the contractor the Amount of the compensation so paid, and without prejudice to the rights of W.B.P.H.&I.D.C.L under Section 12 Sub-section (2) of the said Act. W.B.P.H&I.D.C.L 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 W.B.P.H&I.D.C.L to the contractor whether under this contract *or* otherwise. W.B.P.H.&I.D.C.L shall not be bound to contest any claim made against in under Section 12 Subsection (1) of the said Act, except on the written request of the Contractor and upon his giving to W.B.P.H.& I.D.C.L full security for all costs for which W.B.P.H.& I.D.C.L might become liable in consequence of contesting such claim.

**Clause 19** - No female worker shall be employed within the limits of a Cantonment.

**Clause 19A** - No labor below the age of Twelve years shall be employed on the work.



**Clause 19B** – a) The contractor shall pay to labour employed by him either directly or through the contractors, wages not less than fair wages as defined in the State 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 and Abolition) Central 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 contractors part of his agreement to 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 deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage 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 and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Rules 1971 wherever applicable.

d) The Managing 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 deductions made from his or their wages which are not justified by their terms of contract or non observance of the Regulations as mentioned above.

e) The contractor shall comply with the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act 1938. Industrial Dispute Act, 1947 Maternity Benefit Amendment Act, 2017, Contract Labour (Regulations & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provision Act, 1952 and Employees' State Insurance Act, 1948 of the modifications thereof or any other laws relating thereto and the Rules made there under from time to time.

f) The contractor shall indemnify W.B.P.H.& I.D.C.L against payment to be made under and for the observance of the laws aforesaid and the State 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 this 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 Managing Director or his authorized representative.

**Clause 21** - The contract shall not be assigned or sublet without specific *orders* from W.B.P.H.&I.D.C.L in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or involved in any bids, gratuity, gift, loan, perquisite and or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promises or offered by the contractor or any of his servants or agents to any public officer or person in the employ of W.B.P.H.&I.D.C.L in any way relating to his office or employment, or of "any such officers or person shall become in any way directly or indirectly interested in the contract, the Managing Director or his authorized representative may thereupon by notice in writing rescind the contract, and the security deposit *if the* contractor shall thereupon stand forfeited and be absolutely at the disposal of W.B.P.H.&I.D.C.L and the same consequence: shall ensure as *if the* contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover *or* be paid for any work theretofore actually performed under the contract.

**Clause 22** - All sums payable by way of compensation under an of these conditions shall be considered as reasonable compensation *to* be applied to the use of Managing Director/W.B.P.H.&I.D.C.L without reference to the actual loss or damage shall have been sustained.

**Clause 23** - In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Managing Director or his authorized representative for his information and necessary action.

**Clause 24** - All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects *of the* MD or his authorized representative for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**Clause 25** - The contractor shall obtain from these stores *of the* MD or his authorized representative all stores and articles of European or American manufacture which may be required for the work *or* any part thereof or in making up articles required therefore or in connection therewith unless he has obtained permission in writing for the MD or his authorized representative to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the MD or his authorized representative 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.

**Clause 26** - When the estimate on which the tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect *of the* items of works involved or the part *of the* work in question at the same rates as are payable under this contract for such items, *of* if the part *of the* work in question is not in the opinion of the M.D. or his authorized representative capable of measurement, the MD or his authorized representative may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the M.D. or his authorized representative 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 27** - In the case of any class of work for which there is no such specification as is mentioned in rule-I such work shall be carried out in accordance with the distinct specification and in the event or there being no distinct specification then in such case work shall be carried out in all respect in accordance with the instruction and requirements of the M.D. or his authorized representative.

**Clause 28** - The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction be construed and taken to

mean the works by or by virtue of the contract, construction to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

**Clause 29** - The contractor(s) shall at his/their own cost provide his/their labor with hutting on and approved site, and shall make arrangements for conservancy and sanitation in the labor camp to the satisfaction of the local Public Health and Medical Authorities. He/they shall also at his/their own cost make arrangements for laying of pipe lines for water-supply to his/their labor camp from existing mains wherever available and shall pay all fees charges and expenses in connection there with and incidental thereto.

#### **Interpretation Clause-**

- (i) Managing Director of MD means the Managing Director of West Bengal Police Housing and Infrastructure Development Corporation Limited.
- (ii) Executive Engineer means Executive Engineer of W.B.P.H.& I.D.C.L.
- (iii) Assistant Engineer means Assistant Engineer of W.B.P.H.& I.D.C.L.
- (iv) Schedule showing (approximately) materials to be supplied by W.B.P.H&I.D.C.L. under clause 10 and 26 for work contracted to be executed and the rates at which they are to be charged for.