

## **TENDER FORM**

### **Notice inviting e-tender no. WBSEPS/DMS/e-7/16-17/CFWFH UHSlq**

Of

#### **ITEM RATE TENDER AND CONTRACT FOR WORKS GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

**for the Civil Construction works of 2 Nos. Shops of Shop Cluster[I] (Southern side) for the proposed Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat, Siliguri at New Township, at R.S plots nos.135(p), 136(p), Mouza-Dabgram, J.L.No 2, sheet No. 16, P.S. Rajganj, Dist. Jalpaiguri, West Bengal**

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in News papers, Office Notice Board and websites signed by the Appropriate Authority of West Bengal State Export Promotion Society (WBSEPS) under the Department of Micro, Small & Medium and Textiles,(MSME&T) Government. of West Bengal.

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 works; 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 tendered and the percentage [@10%], 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 Director and Member Secretary/Additional Director, West Bengal State Export Promotion Society (WBSEPS) under Department of Micro, Small & Medium and Textiles Government of West Bengal shall also be open for inspection by the contractor at the office of the Director and Member Secretary, WBSEPS, 2, Oswal Chamber, 4<sup>th</sup> floor, Room no. 401, Kolkata-700 001.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so. Such power of attorney to be produced with the tender and save in 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 tender 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 Director and Member Secretary / Additional Director, WBSEPS or her duly authorized representative 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 Officer-in charge, WBSEPS, to take the refund.

**6. The tender 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. In view of construction of the Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat at New Township, Siliguri. within the scheduled time frame, it has been decided that a prospective bidder may submit e-tender for more than one of the e-tenders published/to be published by this office for the building works of the Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat at New Township, Siliguri vide Notice Inviting e-Tender no. WBSEPS/DMS/e-7/16-17/CFWFH, UHSIg WBSEPS/DMS/e-8/16-17/CFWFH UHSIg, WBSEPS/DMS/e-9/16-17/CFWFH UHSIg, WBSEPS/DMS/e-10/16-17/CFWFH UHSIg and WBSEPS/DMS/e-11/16-17/CFWFH UHSIg, but shall be considered for awarding building works under only one of the above Notice Inviting e-Tenders even if the bidder quotes the lowest in more than one of the above e-tenders and found eligible.**

8. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to Officer-in charge, WBSEPS, and the contractor shall be responsible for seeing that he procures a receipt signed by the duly authorized cashier.

8. The memorandum of work tendered for, and the schedule of materials cement, steel, Bricks, sand & etc. shall be of PWD approved brand and quality in accordance with the code of practice and manufacture accordingly and shall be procured /

purchased by the Agency / Contractor/agency/organisation at their own cost and responsibility. Authenticated evident for purchasing cement, steel, bricks & etc, if necessary, testing by PWD approved Laboratory shall be submitted to Officer-in charge, WBSEPS.

## TENDER FOR WORKS

I/We hereby tender for the execution of the civil construction work specified in underwritten memorandum within the time specified in such memorandum at the rates specified there in, and in accordance, in all respects with specifications, designs, drawings and instructions in writing referred thereof and in clause 9 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	(b)Estimated Cost	(c)Earnest Money @ 2%	(d)Security Deposit of 10% of estimated cost	(e) Time allowed for the work form date written
Civil Construction works of <b>2 Nos. Shops of Shop Cluster[I] (Southern side)</b> of Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat at New Township, Siliguri.  Cost of estimate <b>Rs. 47,19,006.00</b>	Rs. 47,19,006.00	Rs.94,380.00	Rs. 4,71,901.00	120 Days

**e-tender no. WBSEPS/DMS/e-7/16-17/CFWFH UHSlg**

Of

ITEM RATE TENDER AND CONTRACT FOR WORKS

**for the Civil Construction works of 2 Nos. Shops of Shop Cluster[I] (Southern side) for the proposed Cane Furniture and Wooden Furniture Hub at the premises of Urban Haat, Siliguri at New Township, at R.S plots nos.135(p), 136(p), Mouza-Dabgram, J.L.No 2, sheet No. 16, P.S. Rajganj, Dist. Jalpaiguri, West Bengal**

The sum of Rs.----- is herewith forwarded [(a) the full value of which is to be absolutely forfeited to the Director and member secretary WBSEPS or his successors in office, without prejudice to any other rights or remedies of the said The Director & Member Secretary or his successors in office, 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 West Bengal State Export Promotion Society as on account of such **Security Deposit** as aforesaid; or (b) The full value of which shall be retained by the WBSEPS on account of the **Security Deposit** specified in clause 1 (B) of the said conditions of contract].

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Witness \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

## CONDITIONS OF CONTRACT

**Clause 1.** – The person / persons which tender may be accepted (hereinafter called the contractor) shall **(A)** [(within one day for a contract of Rs.1000.00 or less, two days for one of Rs. 2000.00 or less, and so on, upto a limit of ten days of the receipt by him of the notification, of the acceptance of his tender) deposit with the Additional Director / Director & Member Secretary of WBSEPS in case or WBSEPS of MSME&T Department, Govt. of West Bengal securities endorsed so the Additional Director / Director & Member Secretary of WBSEPS (if deposited for more than twelve months) a sum sufficient with the amount of the **Earnest Money** deposited by him with his tender to make up the full deposit specified in the tender] **or (B)** [permit WBSEPS of MSME&T Department, Govt. of West Bengal at the time of making any 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 moneys so payable such deductions to be held by WBSEPS of MSME&T Department, Govt. of West Bengal 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 WBSEPS of MSME&T Department, Govt. of West Bengal 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 payments as last aforesaid. All compensation or all other sums of money payable by the contractor to WBSEPS of MSME&T Department, Govt. of West Bengal 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 WBSEPS of MSME&T Department, Govt. of West Bengal on any account whatsoever, and in the event of his **Security Deposit** being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or WBSEPS of MSME&T Department, Govt. of West Bengal 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.

**Clause 2.** -**The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor.** The work shall throughout the stipulated period of the contract be proceeded with 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 Officer-in charge, WBSEPS (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 uncompleted, or unfinished after the proper date. The contractor shall commence execution of such part of the work as may be notified to him within 7(Seven) days from the date of the order for commencement for work and diligently continue such work and further, to 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, 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 Officer-in charge, WBSEPS, (whose decision in writing shall be final) may decide on the said tendered cost 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.

Clause 3. -In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit (whether paid in one sum or deducted by instalments) The Officer-in charge, on behalf of The Director & Member Secretary, WBSEPS, shall have power to adopt any of the following courses, as he may deem best suited to the interests of WBSEPS under MSME&T Department, Government of West Bengal.

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Officer-in charge/Concerned Engineer shall be conclusive evidence ), and in which case the Security Deposit of the contractor shall stand forfeited and be absolutely at the disposal of WBSEPS of MSME&T Department , Government of West Bengal.

(b) 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 Compensation for delay Action when whole of Security Deposit is forfeited 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 Officer-in charge 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 WBSEPS 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 Officer-in charge/Engineer, WBSEPS, 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 Officer-in charge/Concerned Engineer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

**Clause 4.** - In any case in which any of the powers, conferred upon the Officer-in charge 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 Officer-in charge putting in force either of the powers (a) or (b) vested in him under the preceding clause he may, if he so desire, take possession of all or any –(b) 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 Officer-in charge whose certificate thereof shall be final, otherwise the Officer-in charge may by notice in writing to 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 Officer-in charge 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 Officer-in charge 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 Officer in charge 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 Officer in charge within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Officer-in charge shall, if in his opinion ( which shall be final ) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

**Clause 6.** -On completion of the work, the contractor shall be furnished with a certificate by the Concerned Engineer, WBSEPS (hereinafter called the Engineer - in charge ) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the concerned Engineer, WBSEPS 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 Officer-in charge /Concerned Engineer 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.

**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 thousand, the contractor shall on submitting the bill there for be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by Officer-in charge/ the concerned Engineer, 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 unskilful 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 Officer-in charge / concerned Engineer 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 Officer-in charge/ Concerned Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

**Clause 8.-** A bill/Running Bill(R.A) shall be submitted by the contractor after completion of works 30% or work done value of 30 lakhs, whichever is lower or before the date fixed by the Officer-in charge/ Concerned Engineer for all work executed in the previous bill, and the Officer-in charge/ Concerned Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Officer-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 Concerned Engineer 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 in duplicate 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.

**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 Officer-in charge.



(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 Authority ( WBSEPS) or his signature on the bill or other claim preferred against the Authority( WBSEPS), before settlement by the Officer-in charge/Concerned Engineer of the account or claim by payment to the Bank.

(iii) 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 the Authority ( WBSEPS) is concerned. As part of the arrangement, the financing Bank should give the Authority (WBSEPS) a letter to this effect.

**Note 1-** The procedure will not affect the usual rights of the Authority to deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to WBSEPS under MSME&T, Govt. of West Bengal on account of penalties, over-payments, etc. on this or any other contract with The Director & Member Secretary of West Bengal.

**Note 2-** Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-a-vis the The Director & Member Secretary, WBSEPS.

**Clause 10.-**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 prepared by the engaged Architect and lodged in this 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.

**Clause 11. –Officer-in-charge/ Concerned Engineer in consultation with the engaged** Architect 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 Officer-in charge / concerned Engineer 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 Officer-in charge/ concerned Engineers shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of rates brought out by the Officer-in charge, WBSEPS 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 Officer-in charge / concerned Engineer 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 Officer-in charge/ concerned Engineers under (a) above, the stipulated percentage above or below Schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above payment shall be made at the rates so determined without application of the said stipulated percentage. In the event to any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Officer-in charge, WBSEPS shall be final and binding.

**Clause 12.-** If at any time after the commencement of work The Director & Member Secretary shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, Officer-in charge/ the concerned Engineer 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.

**Clause 13.-** If it shall appear to the Officer-in charge or concerned Engineer in charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in

accordance with the contract, the contractor shall on demand in writing from the Officer-in charge/ concerned Engineer 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 reconstruct 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 Officer-in charge/ concerned Engineer 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 Officer-in charge/ concerned Engineer may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case they may be at the risk and expense in all respects of the contractor.

**Clause 14.-** 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 Officer-in charge / concerned Engineer 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 Officer-in charge/ concerned Engineer 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.

**Clause 15.** -The contractor shall give not less than five days" notice in writing to the Officer-in charge/ concerned Engineer 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 Officer-in charge/ concerned Engineer or his subordinate in charge of the works and if any work shall be covered up or placed beyond the of reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

**Vide G. O. No. 4142 - A Dt. 26 - 08 - 1977.**

**Clause 16.** -If the contractor or his workman or servants or authorized representative 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, tree 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 Officer-in charge/ concerned Engineer, the contractor shall make the same good at his own expense, or in

default, the Officer-in charge/ concerned Engineer may cause the same to be made good by other workmen and deducted the expense ( of which the certificate of the Officer-in charge/ concerned Engineer 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 WBSEPS 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 WBSEPS to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

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 Officer-in charge/ concerned Engineer.

Provided that the work shall not be deemed to have completed unless the “Final Bill” in respect thereof shall have been passed and certified for payment by the Officer-in charge/ concerned Engineer.

Provided further that the Officer-in charge/ concerned Engineer 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 Officer-in charge/ concerned Engineer 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 Authority ( WBSEPS) under the provisions 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 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) or 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 Authority (WBSEPS) under the provision of Clause 1 thereof shall be refundable to the contractor or expiry of one year after the issuance of certificate of completion of work by the Officer-in charge/ concerned Engineer.

**Vide Order No. 177-CRC/2M -57/2008 Dt. 12.07.2012**

**Clause 17.** -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 Officer –in –charge / Concerned Engineer’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 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 necessary for the purpose of satisfying or complying with the requirements of the Officer-in charge/ concerned Engineer (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 Officer-in charge/ concerned Engineer 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 17A.**-The contractor shall be responsible for and shall take proper care and caution in respect of all machinery, tools and implements as may be made over by the Authority (WBSEPS) 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 Authority (WBSEPS) such amount as may be fixed by the Authority (WBSEPS) for such loss and damages, the decision of the Authority (

WBSEPS) in the respect being final. Should the contractor fail or neglect to pay such amount on demand, the Authority ( WBSEPS) 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 17B.-** In every case in which by virtue of the provisions of the Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, the Authority ( WBSEPS) is obliged to pay compensation to a workman employed by the contractor, in execution of the works, the Authority( WBSEPS) will recover from the contractor the amount of compensation so paid, and, without prejudice to the rights of Government under Section 12, Subsection (2) of the said Act., the Authority 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 Authority (WBSEPS) to the contractor whether under this contract or otherwise. WBSEPS of MSME&T Department 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 WBSEPS of MSME&T Department full security for all costs for which WBSEPS of MSME&T Department might become liable in consequence of contesting such claim.

**Clause 18.-**No female labour shall be employed within the limit of a cantonment.

**Clause 18A.-**No labour below the age of twelve year shall be employed on the work.

**Vide Letter No. 4783/A Dt. 07-05-1976 for Engr. in Chief and Ex-Officio Secretary, P. W. D., W. 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) Central Rules, 1971, wherever applicable.

**(b)**The contractor shall not withstanding the provisions of any contract to the contrary, cause to be paid fair wages to labour indirectly engaged on the work, including any engaged by his sub-contractors in connection with the said work as if the labour had been immediately employed by him.

**(c)** In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations as mentioned in Sub-Para (a) above made from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction, unauthorisedly made, maintenance of wages books or wages slips, publication of scale

of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation & Abolition) Rules, 1971 wherever applicable.

**(d)** The Officer-in charge 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-fulfilment 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.

**(f)** The contractor shall indemnify Government 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 Regulation 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 19.** - The contract shall not be assigned or sublet without specific orders from WBSEPS 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 WBSEPS 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 Officer-in charge 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 WBSEPS 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.

**Clause 20.** – 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 Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**Clause 21.** - In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor Officer-in charge/ concerned Engineer for his information.

**Clause 22.** - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Director and Member Secretary/authorised Officer-in charge, WBSEPS 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 23.** - Arbitration will not be allowed. The Clause no. 25 of 2911 (ii) is to be considered as deleted Clause vide gazette notification no. 558 / SPW - 13 December 2011.

**Vide Order No. 9182-F(Y) Dt. 26.09.2012**

**Clause 24.** – 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 the work involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not in the opinion of the Officer –in – charge / Concerned Engineer capable of measurement, the Concerned Engineer may at his direction pay the lump sum amount entered in the estimate, and the certificate in writing of the Officer –in –charge / Concerned Engineer 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 25.** –In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer–in-charge.

**Clause 26.** - 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.

**Clause 27.** - The contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/They shall also at his/their own cost make arrangements for the laying of pipe lines for water-supply to his/their



labour camp form the existing mains wherever available, and shall pay all fees, charges and expenses in connection, therewith and incidental thereto.

***INTERPRETATION CLAUSE:-***

“The Director & Member Secretary” means The Director & Member Secretary of West Bengal State Export Promotion Society and his successors.

The word “WBSEPS” means the West Bengal State Export Promotion Society under the Department of Micro, Small & Medium and Textiles, Government of West Bengal.

The Additional Director means the Additional Director of WBSEPS.

The Officer-in charge means the concerned officer of WBSEPS.

The concerned Engineer means the Assistant Engineer of WBSEPS.

## **ADDITIONAL CONDITIONS**

- 1.** The contractor shall have to make his own arrangements for water both for the work and use by his coolly, etc. for all tools and plant, etc. required on the work.
- 2.** Contractors will be responsible for the payments of all water charges payable to the Municipal Corporation of Siliguri or any other water works authority including any Government department concerned.
- 3.** 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 Officer –in charge to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.
- 4.** 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.
- 5.** 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 WBSEPS property and will be disposed of to the advantage of WBSEPS.
- 6.** Owing to difficulty in obtaining certain materials in the open market due to war the Government 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 Department 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 Officer –in –charge / Concerned Engineer and to so adjust the progress of the work that is 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 Government on account of delay in supplying materials.
- 7.** No Compensation for any damage done by rain or any reason during the execution of the work will be made.
- 8.** Whenever a work is carried out in a Municipal area / Planning area / Panchait 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 the contractor of his/her expenses.
- 9.** The contractor should quote through rate inclusive of cost of materials and carriage to the working site.

- 10.** The contractors should give complete specifications showing the method of execution and the quantity and quality of material they intend to use per one sq.m. / one cubic meter.
- 11.** In cases where water is used by the contractor, he will be required to deposit in advance with the appropriate authority the charges for water.
- 12.** 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 11 of the contract, if such additional work shall consist of items which have already been quoted for, or, items Not quoted for but appearing in District Schedule.
- 13.** The contractor(s) shall not deposited material on any item which will seriously inconvenience the public. The Officer-in charge / concerned Engineer 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.
- 14.** The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Officer-in charge / concerned Engineer. All surplus materials, rubbish, etc. will be removed to the places fixed by the Officer-in charge / concerned Engineer and nothing extra will be paid.
- 15.** 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 Officer-in charge/ concerned Engineer 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.
- 16.** Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Officer-in charge/ concerned Engineer.
- 17.** The contractor will have to make his own arrangement for the carriage of material.
- 18.** "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 Officer-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 Officer-in charge / concerned Engineer 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 Officer-in charge/ concerned Engineer, employ imported labour of other states.

.....**END**.....