

# West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

DG Block, Sector II, Salt Lake, Kolkata 700091

Telephone No. 033-2358-5189/Fax No. 2359-8292

Website :- [www.wbtdc.gov.in](http://www.wbtdc.gov.in)

No. 1473 /WBTDCL/E-491321

Date 17.02.2022

## NIQ No. 36 / WBTDCL of 2021-2022(Technical)

**Name of Work:** i) Supply and Installation of Fixed speed HYPN Booster system in downwards pressure Boosting application, ii) Supply and Installation of OHR automatic with level sensor along level Display panel at Teesta Sundori Tourism Property, in the Dist of Jalpaiguri

Sealed quotations are invited by The Superintending Engineer WBTDCL Ltd. "from experienced person in similar nature of work & bona-fide outsiders Contractors."

The quotation will be received in the Tender Box kept in the chamber of the undersigned up to **1.00 PM on 09.03.2022** and will be opened **one hour after** the above mentioned time in front of the Quotationers who will like to attend.

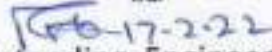
The intending Quotationers shall have to obtain prior permission from the u/s to receive quotation up to **1.00 PM on 07.03.2022** on production of PAN Card, G.S.T, P.Tax and License & work credential certificate in original.

Quotationers are to quote their rate in words as well as in figures per job covering the specification as mentioned herein for items as described in Schedule inclusive of all taxes and duties as applicable as per rule, carriages and all other incidental charges and conditions of the manufacturers complete in all respect.

The Superintending Engineer WBTDCL Ltd. reserves the right to accept or reject any quotation without assigning any reason thereof.

**The time of completion for the work is 10 (Ten) days from the date of issue of work order.** Details of the work as per specification

Sd/-

  
Superintending Engineer (Civil)  
WBTDCL

Copy forwarded to:

1. The Managing Director, WBTDCLtd.
2. The GM-II, WBTDCLtd.
3. The GM F & A, WBTDCLtd.
4. Assistant Engineer (Civil), WBTDCLtd.
5. Assistant Engineer (Electrical), WBTDCLtd.
6. Office Copy.

  
Superintending Engineer (Civil)  
WBTDCL

# **West Bengal Tourism Development Corporation Limited**

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## **ITEM RATE TENDER AND CONTRACT FOR WORKS**

### **GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by Technical Adviser / Managing Director.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney 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 printed form, stating at what rate he is willing to undertake each item of the work. Tenders who 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 Technical Adviser / Managing Director, or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest-money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor (s) present himself / themselves before the Technical Adviser to take the refund.
6. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he will not be bound to accept either the lowest tender or any of the tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Technical Adviser / Managing Director and the contractor shall be responsible for seeing that he procures a receipts signed by the G.M.(F&A), or a duly authorised cashier.
8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Corporation and Works Department and their issue rates, shall be filled in and completed in the office of the Corporation this before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.



## TENDER FOR WORKS

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

## MEMORANDUM

(a) if several subwork are included they should be detailed in a separate list.

(a) General description:- .....

(b) Estimated cost:- .....

(c) Earnest-money:- .....

(d) Security deposit (including earnest-money):- .....

(e) Percentage, if any, to be deducted from bills:- ( " ..... ) percent.

(f) Time allowed for the work from date of written order to commence ..... Months.

Item No	Item Rate of Work	Unit	Per	Rate Tendered		
				Rs	P	In Words

Note: To be continued on additional sheets as found necessary.

Full Name of Contractor:-  
Address of the Contractor:-  
Phone No:-

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 WBTDC Ltd. The sum of money mentioned in the said conditions.

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

*\*Give particulars and numbers.*

*Strike out (a) if no cash security deposit is taken.*

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

Dated the ..... day of ..... 20.....

..

*\*\* Signature of Contractor before submission of Tender*

Witness \$

Address

Occupation

*\$ Signature of Witness to contractor's signature*

The above tender is hereby accepted by me on behalf of WBTDC Ltd.

Dated the ..... day of ..... 20.....

*# Signature of the Officer by whom accepted.*



## 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, up to a limit of ten days of the receipt by him of the notification, of the acceptance of his tender) deposit with the Technical Adviser / Managing Director in case or Government securities endorsed so the Technical Adviser),/M.D. 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 Government 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 moneys so payable such deductions to be held by Government 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 WBTDCL at the time of making any payment to the contractor for work done under the contract to make up the full percentage of five 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 WBTDCL 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 WBTDCL 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 WBTDCL 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.

*Security deposit*

**Clause 2** - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of 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 Technical Adviser (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within ..... days from the date of order for commencement of work and diligently continue such work and further to ensure good progress during the execution of the work, the contractor 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-fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Technical Adviser (whose decision in writing shall be final) may decide on the said tendered amount of the whole work for every day that the due quantity of work remains incomplete PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent, on the tendered amount of the work as shown in the tender.

*Compensation for delay*

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

*Action when whole of security deposit is forfeited*

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Technical Adviser 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 WBTDCL Ltd.



- (b) To employ labour paid by the WBTDC and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Technical Adviser 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 Technical Adviser 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 Technical Adviser shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him WBTDC under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

*Remains liable to pay Compensation if action not taken under Clause 3.*

In the event of any of the above courses being adopted by the Technical Adviser 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 make any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Technical Adviser / Managing Director, will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

**Clause 4** – In any case in which any of the powers, conferred upon the Managing Director by clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Managing Director putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the works, 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 Technical Adviser, whose certificate thereof shall be final, otherwise the Technical Adviser, may by notice in writing to the contractor or his clerk of the works, foreman or other authorised 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 Technical Adviser, 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 Technical Adviser, 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.

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

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

**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 Managing Director in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to the Managing Director 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 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.

*Extension of time*



**Clause 6** – On completion of the work, the contractor shall be furnished with a certificate by the Technical Adviser ..... (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 Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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

*Payment on intermediate certificates to be treated as advances.*

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

*Bills to be submitted monthly.*

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

*Bills to be on printed forms.*

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

*Payment of contractor's bills to banks*

- 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 to him by WBTDCL or his signature on the bill or other claim preferred against WBTDCL, before settlement by the Engineer-in-charge of the account or claim by payment to the Bank.



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

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

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

**Note 2** – Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the WBDCL.

**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 Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores, and 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 of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof; if the same is held in WBDCL 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 WBDCL, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

*Stores supplied by  
WBDCL*

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

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

**Clause 12** – The Engineer-in-charge shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do 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 Engineer-in-charge shall be conclusive as to such proportion. And if the

*Alterations in  
specifications and  
design during progress  
of work*

*Such alterations shall  
Not invalidate contract*



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 about by the Technical Adviser, which was in force at the time of the acceptance of the contract minus / plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates, or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In case when such rates are determined on analysis by Engineer-in-charge under (a) above, the stipulated percentage above or below schedule or rates as provided in the contract shall also apply, and in case of rates worked out on analysis under (b) above, and in case of rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Technical Adviser shall be final and binding.

*Extension of time in consequence of alterations.*

*Rates for work not in Estimate or schedule.*

**Clause 13** – If at any time after the commencement of the work the MD, WBTDCL shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been made in the original specifications, drawing, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

*No Compensation for alteration in, or restriction of, work to be carried out.*

**Clause 14** – If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one 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 of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

*Action and compensation payable in case of bad work.*

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

*Works to be open to inspection.*

**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 planning beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. **Vide G. O. No. 4142 - A Dt. 26 - 08 -**

*Contractor or responsible agent to be present.*

*Notice to be given before work is covered up.*



**Clause 17** – 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 Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deducted the expense ( of which the certificate of the Engineer-in- Charge shall be final) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to contractor by the Government or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer in-Charge ( Which opinion shall be final and conclusive against the contractor) of making such damage or imperfections good shall exceed the amount of such security deposit and /or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

The Security deposit of the contractor shall not be refunded before the expiry of twelve months after the issuance of the certificate, final or otherwise, or completion of work by the Engineer-in-Charge;

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 Engineer-in-Charge.

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

50% of the security deposit shall be refunded to the contractor on actual issuance of certificate of completion of work.

Balance 50% of the security deposit shall be refundable to the contractor after completion of defect liability period 12 months.

#### **Explanation:**

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/ or any other work contemplated within the scope and ambit of this contract. The work may be of original or special repair in nature or a combination thereof, or of original or special repair in nature in combination with the work (s) 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 Government under the provision of Clause 1 hereof shall be refundable to the contractor or expiry of one year after the issuance of certificate of completion of work by the Engineer-in-Charge.



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

*Contractor to supply  
plant, ladders,  
scaffoldings, etc.*

**Clause 18** – The contractor shall supply at his own cost material (except such special materials, if any, as may in accordance the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these condition he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Clause 18A** – The contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by the WBTDCL to the contractor for use in execution of the works under this contract and shall be liable for any loss of and damage 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 WBTDCL such amount as may be fixed by the WBTDCL for such loss and damages, the decision of the WBTDCL in that respect being final. Should the contractor fail or neglect to pay such amount on demand, the WBTDCL 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.

*And is liable for  
damages arising from  
non provision of lights,  
fencing, etc.*

**Clause 18B** – In every case in which by virtue of the provisions of Section 12, Subsection (1) of the Workmen's Compensation Act, 1923, WBTDCL is obliged to pay compensation works, WBTDCL will recover from the contractor the amounts of the compensation so paid, and, without prejudice to the rights of WBTDCL under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof deducting it from the security deposit or from any sum due by the WBTDCL to the contractor whether under this contract or otherwise. WBTDCL shall not be bound to contest any claim made against it under Section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to WBTDCL full security for all costs for which WBTDCL might become liable in consequence of contesting such claim.

**Clause 19** – No female Labour shall be employed within the limits of a cantonment.

**Clause 19A** – No Labourer below the age of twelve years shall be employed on the work.

*Labour*

**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 C.P.W.D. contractor's Labour Regulation in so far as such regulations have application within the state of West Bengal or as par 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 the 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 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 unauthorisedly 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/ Technical Adviser 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 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 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 Act, 1961 and the Contract Labour (Regulations & Abolition) Act, 1970 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 WBTDCL against payment to be made under and for the 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 indemnify fro his sub-contractors.
- (g) The Regulation aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract.

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

*Work on Sunday.*

**Clause 21** – The contract shall not be assigned or sublet without specific orders from WBTDCL in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contractor, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of WBTDCL in any way relating to his office in the employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional officer 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 WBTDCL, and the same consequences shall ensue 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.

*Work not to be sublet.*

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

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

*Sum payable by way of compensation to be considered as reasonable  
Compensation with out reference to actual loss*

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

*Changes in constitution of firm.*



**Clause 24** – All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the General Manager (T) for the Circle 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.

*Works to be under direction of GM(T)*

**Clause 25** – 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

*Settlement of disputes.*

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

**Clause 26** – The contractor shall obtain from the Engineer-in-charge all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles, required there for or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract. And if they are not entered in the schedule, they will be debited at cost price which for the purposes of this contract shall include the cost of carriage, incidental charges and storage charges, the last being recoverable in addition and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

*Stores of European or American manufacture to be obtained*

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

*Lump sums as in estimates.*

**Clause 28** – In the case of any class of work for which there is no such specification as such, work shall be carried out in accordance with the district specification, and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

*Action where no specification.*

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

*Definition of works.*

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

## **INTERPRETATION OF CLAUSE**

The WBTDCL means the West Bengal Tourism Development Corporation Limited and his successors.

### **ADDITIONAL CONDITION**

1. The contractor shall have to make his own arrangements for water, both for the work and use by his coolly, etc; for steam road rollers and for all tools and plant, etc; required on the work.
2. Contractors will be responsible for the payments of all water charges payable to the Corporation of Calcutta or any other waterworks authority including a 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 Technical Adviser 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., Stone and other materials) obtained in the work of dismantling, excavation, etc, will be considered WBTDCL property and will be disposed of to the best advantage of WBTDCL.
6. No compensation for any damage done by rain or traffic during the execution of the work will be made.
7. Whenever a work is carried out in a Municipal area, 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 WBTDCL but the contractor will bear all the expenses.
8. The contractor should quote through rate inclusive of cost materials and carriage to place of working.
9. The contractors should give complete specifications showing the method of execution and the quantity and quality of material they intend to use per hundred sq. meter Area.
10. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under clause 12 of the contract, if such additional work shall consist of items which have already been quoted for or, items not quoted for but appearing in District Schedule.



11. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, WBTDCCL shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.

### **Inconvenience to the public**

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

(End)