



WEST BENGAL MEDICAL SERVICES CORPORATION LTD.
(Wholly owned by the Government of West Bengal)
Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091.

NOTICE INVITING TENDER DOCUMENTS FOR

Repair and renovation works at Institute of Public Health, Kalyani, Nadia

(NIT Reference No. : WBMSCL/NIT-73 /2016, Dated - 27.12.2016)

WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED

(Wholly Owned by the Government of West Bengal)

Registered Office: Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata– 700091

Phone: 033-4034-0300 ♦ Email: info@wbmsc.gov.in ♦ website: www.wbmsc.gov.in

I.T.B. No. : WBMSCL/NIT- 73 /2016

Dated: 22.12.2016

Managing Director, WBMSCL invites sealed bids through electronic tendering (e- Tendering) for **Repair and Renovation works at Institute of Public Health, Kalyani, Nadia Comprising of Civil & Electrical works, Fire Detection System, D.G system, HVAC system, I.T works & Signage** from the bonafied, resourceful and reliable experienced Contractor in WestBengal.

Sl. No.	Name of the Work	Estimated Amount (₹)	Earnest Money (₹)	Cost of Tender documents (₹) (Non-refundable)	Period of Completion	Name & address of the Office
01.	Repair & renovation works at Institute of Public Health, Kalyani, Nadia	1,58,55,611.28	317112.00	NIL	90(ninty days.)	Managing Director, West Bengal Medical Services Corporation Limited, Swasthya Sathi Building, GN-29, Sector -V, Saltlake,

1. In the event of e-filling intending bidder may download the tender documents from the websites [https:// etender.wb.nic.in](https://etender.wb.nic.in) directly with the help of Digital Signature Certificate and www.wbmsc.gov.in. The necessary earnest money may be submitted as per **Clause no 17.A** of this NIT. **The bidders should produce all the credential in original to the office of undersigned for verification at West Bengal Medical Services Corporation Limited, Swasthya Sathi Building, GN-29, Sector -V, Saltlake, Kolkata-700091**

2. Eligibility Criterion for participation in the tender

- i) (a) Intending bidders should produce credentials of minimum 01 (one) similar nature of works including **Civil, I. T, FDS, SIGNAGE, DG, HVAC & Electrical works** of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice i.e. **not earlier than 30.12.2011**
- (b) Intending bidders should produce credentials of one single running work of similar nature including above mentioned work which has been completed to the extent of 75% or more and value of which is not less than the desired value at (a) above; In case of running works, only those bidders who will submit the certificate of satisfactory running work from the concerned authority will be eligible for the tender. In the required certificate it should be clearly stated that the work in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the bidders.
- ii) Payment Certificate will not be treated as credential.
- iii) Credential certificate issued by the competent authority of any State / Central Govt., State / Central Govt. Undertaking, Statutory / Autonomous bodies constituted under the Central / State statue, on the executed value of completed / running work will be taken as credential.
- iv) All intending Bidders are required to produce current Tax return (for the assessment year as applicable) as submitted along with Contractor License, Supervisory License, PAN, VAT Registration Certificate & Professional Tax receipt challan for the year as applicable (to be documented through e-filing).
- v) Registered Partnership deed should be furnished (for partnership firm only) along with Power of Attorney to sign on the tender documents (if required) and the company shall furnish the Article of Association and Memorandum (to be documented through e-filing).
- vi) All intending bidders of registered Engineers Co-operative / Labour Co-operative Society Ltd should

follow the criteria as mentioned in Clause [2(i)] of this N.I.T.

- vii) Declaration regarding structure and the organization to be documented through e-filing.
 - viii) Joint Venture will not be allowed.
 - ix) The prospective bidder should own / hired through lease agreement in between leaser & lessee as required plant & machinery. Conclusiveness of machinery in working condition shall have to be submitted (to be documented through e-filing).
 - x) The prospective Bidder shall have in their full time engagement experienced technical personnel, the minimum being one Degree holder Civil Engineer / one Diploma holder Civil Engineer and one Diploma/Degree holder Electrical Engineer (Authenticated document in respect of qualification and engagement shall have to be documented through e-filing).
3. Constructional Labour Welfare Cess @ 1 % (one percent) of the cost of construction will be deducted from every bill of the selected agency. VAT, Royalty & all other Statutory Levy / Cess will have to be borne by the contractor. As the rates in the Schedule of rate are inclusive of all the taxes & Cess as stated above.
 4. The Bidder will have to submit the receipt of payment of **Royalty** to the Government for use of sand, stone materials, laterite, Moorum, gravel etc. to the Engineer-In-charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorized quarry holder or commercial establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Engineer-In-Charge failing which necessary deduction from the dues of the contractor may be made as fixed by the Engineer-In-Charge.
 5. Bids will remain valid for a period not less than 120 days (One Hundred Twenty days) from last date of submission of Bid / Sealed bid. If the Bidder withdraws the Bid during the period of Bid –validity, his Earnest Money Deposited will be forfeited.
 6. All materials including bitumen (of all grade), bitumen emulsion, cement, steel shall be of approved brand in accordance with relevant code of practice and manufacture accordingly and shall be procured and supplied by the agency at their own cost. Authenticated evidence for purchase of bitumen, bitumen emulsion, cement and steel are to be submitted along with challan and test certificate. If required by the Engineer in Charge, further testing from any Government approved Testing laboratory shall have to be conducted by the agency at their own cost.
 7. Steel materials Procure & Supply by the Contractor shall be of TOR Steel Rod / HYSD / TMT Bar of Fe415, Fe500, Fe500 / 550D grade as per specification guided by relevant IS Code (The grade to be decided by the Engineer-In-Charge or as per instruction on specified in the approved drawing of this department or as stipulated in the departmental schedule of rates.
 8. Cement Procure & Supply by the Contractor shall be of ordinary Portland cement 53 grade, 43 grade, conforming (IS 8112) or PPC/PSC the grade to be decided by the Engineer-In-Charge or as per instruction on specified in the approved drawing of this department or as stipulated in the departmental schedule of rates.
 9. No Mobilization Advance / Secured Advance will be allowed.
 10. Prospective applicants note carefully the minimum qualification criteria as mentioned in instruction to bidders before tendering the bids.
 11. No Conditional Bid / Tender will be accepted under any circumstances.
 12. Requirement of Principal Machineries which must be possessed by [Non Statutory Document] by the Bidders.
 13. Before uploading tender document through e-filing each page of the tender documents are to be signed by the Bidder/ owner/ partner / authorized signatories having legal authority to do so, failing which the Bid will be treated as informal.
 14. The employer reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.

The Bidders Net Worth for the last year calculated on the basis of capital, Profit and free reserve available to the firm should be positive.

15. IMPORTANT INFORMATION

A. Current Schedule of Rates for P.W.D.(Building works) circle Schedule for the year 2015 -16 with effect from 01.12.2015 & with latest addendum & Corrigendum of P.W.D, Government of West Bengal for civil works and P.W.D Schedule of rates for Electrical Works with effect from April, 2014 as well as market rates will be applicable in this Tender including 1% cess.

B. DATE & TIME SCHEDULE

Sl. No.	PARTICULAR	DATE & TIME
i)	Date of uploading of N.I.T and Tender Documents (online)	27.12.2016
ii)	Documents Sell / download start date (online)	28.12.2016 at 09.00 A.M.
iii)	Bid Submission Upload Start date (online)	05.01.2017 at 09.00 P.M.
iv)	Date of pre-bid meeting	03.01.2017 at 1.00 P.M.
v)	Bid Submission Upload End date (online)	26.01.2017 upto 05.00 P.M.
vi)	Date & Place for Opening of Technical bid (online) for the Bidders	31.01.2017 at 04.00 P.M. At the Office of West Bengal Medical Services Corporation Limited
vii)	Date & place for opening of financial proposal	To be notified later

C: LOCATION OF CRITICAL EVENTS

Bid Opening: “West Bengal Medical Services Corporation Limited, Swasthya Sathi Building, GN-29, Sector –V, Saltlake, Kolkata-700091” Interested bidder may be presented at West Bengal Medical Services Corporation Limited, Swasthya Sathi Building, GN-29, Sector –V, Saltlake, Kolkata-700091 during opening of bid. Managing Director, West Bengal Medical Services Corporation Limited may call open bid /sealed bid after opening of the said bid to obtain the suitable rate further, if it is required. No objection in this respect will be entertained if raised by any bidder present or absent during opening of tender.

16. In case of any unscheduled holiday on the aforesaid dates [Sl. (v)], the next working day will be treated as schedule / prescribed date for the same purpose.
17. (A) The process of deposit of earnest money through offline instruments like Bank Draft, Pay Order etc. will be stopped for e-tender procurement of this office **wef. 01.09.2016. Necessary Earnest Money will be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank by generating NEFT/ RTGS challan from the e-tendering portal.** Intending Bidder will get the Beneficiary details from e- tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Earnest Money @2.00% of the estimated amount put to tender have to be submitted. The earnest money of the successful bidder (being converted to security deposit) deposited, will remain under the custody of the department till satisfactory completion of the work in full including extended quantity if ordered for. Besides this, necessary percentages shall be deducted from the progressive bids so as to make it 10% (Ten percent) of the value of work billed for.
- (B) Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site.
- (C) Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD. Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statuary bid documents.
18. The successful Bidder shall have to execute Formal Agreement with Managing Director, West Bengal Medical Services Corporation Limited within 7(Seven) days from the issuance of Provisional Work order.
19. Bank guarantee shall be accepted for the purpose of the security.
20. Agency shall have to arrange required land for installation of Plant & machineries (Specified for the

awarded work), storing materials, labour shade etc. at their own cost and responsibility nearest to the work site.

21. The intending bidder(s) required to quote the rate (**percentage above/below/at par**) over the total estimated cost put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.
22. The Bidder has to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT. The costs for visiting the working site shall be at the bidders own expense.
23. The Working Capital shall not be less than 15% (fifteen) percent of the amount put to tender out of which minimum 10% (ten) percent shall be of the applicant's own resource. [Non Statutory Documents (Financial Statement)]
24. Prospective Bidder shall have to execute the work in such manner so that appropriate service level of the Building under improvement is to be maintained during progress of the work and during **Defect Liability Period of 1(one) Year** for the works from the date of successful completion of the work up to the entire satisfaction of the Engineer in Charge. If any defect / damage is detected during this period as mentioned above the contractor shall make the same good at his own expense to the satisfaction of the Engineer in Charge or in default the Engineer in Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer in Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the contractor. Security Deposit shall become payable only after expiry of the **Defect Liability Period** after making necessary deduction if applicable.
25. If more than one Bidder quoted same rate and which are found lowest at the time of opening, such similar multiple rates will not be entertained / accepted. Lowest offer will be ascertained by sealed bid amongst the lowest bidder.
26. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered as non-responsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
27. List of "Technically Qualified Bidders" will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, Bidders are requested to view the tender status on a regular basis. In case of there be any objection regarding Pre-qualification / list of "Technically Qualified Bidders", that objection should be lodged to the Managing Director, WBMSCL within 48 hours from the date of publication of list of qualified Agency and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee
28. Before issuance of Letter of Acceptance / Provisional Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect/ manufactured / fabricated, Letter of Acceptance / Provisional Work order will not be issued in favour of the bidder under any circumstances and action will be taken accordingly.
29. In case of Ascertaining of Authority at any stage of application or execution of work, necessary registered Power of Attorney is to be produced.
30. The Earnest Money may be forfeited if;-
 - a) If the Bidder withdraws the Bid during the period of Bid validity.
 - b) In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.
 - c) During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Bidder are incorrect / manufactured / fabricated.
31. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence;-
 - a) Notice Inviting Tender
 - b) Special Terms and Conditions
 - c) Financial Bid
 - d) Schedule of Works (as per Annexure A,B,C,D,E,F,G)

All works covered in the clause appearing hereinafter shall be deemed to form a part of the

appropriate item or items of works appearing in the work schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

32. The bidders must have valid Electrical Contractors' License with full time engagement of an Electrical Supervisor Competency on the parts 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B), 11 & 12 or equivalent National Supervisors' Certificate of competency (Self Attested scan copy of valid "Electrical Contractors' License," "Supervisors' Certificate of Competency" and authentic Notarized document regarding engagement of Electrical Supervisors as submitted to the licensing board, "Govt. of West Bengal" require in Non-Statutory document).
33. Prospective bidders must have sufficient credentials to participate in the tender (Electrical, HVAC, I.T, ELV works, Signage & FDA Works) as per notification of Clause No 2.
34. For any typographical mistake in case of Unit, Rate, Quantity, Amount, any type of nomenclature in items of works/item itself including description etc. whatsoever as stated in BOQ, that can't be claimed during agreement or so. In that case sanctioned estimate will be binding criteria.

The eligibility of the Bidder will be ascertained on the basis of document submitted / uploaded & digitally signed in support of the minimum criterion as mentioned above. If any document submitted / uploaded by the Bidder is either manufactured or false the eligibility of Bidder will be out rightly rejected at any stage without prejudice and action will be taken as per stipulation of IT Rules in force.

**Sd/-
Managing Director
West Bengal Medical Services Corporation Limited**

Payment Schedule

Payment will be made according to Annexed Schedule marked as A, B, C, D, E, F, G, H.

INSTRUCTION TO BIDDERS

SECTION – A

General guidance for e-Tendering

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

1. Registration of Contractor Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to **<https://etender.wb.nic.in>**. The contractor is to click on the link for e-Tendering site as given on the web portal.
2. Digital Signature certificate (DSC) Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.
3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
4. Participation in more than one work a prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.
5. **Submission of Tenders/General process of submission:** Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats). A. Technical & Financial proposal: The proposal should contain scanned copies of the following in two covers (folders).

A-1. Statutory Cover file Containing.

Technical Bid:

- i) Earnest money (EMD) as prescribed in the NIT
- ii) NIT
- iii) Forms (As mentioned in the NIT, Section-B)

Financial Bid:

- iv) The rate will be quoted in the BOQ quoted rate (as per schedule of works in the form of annexure) will be encrypted in the B.O.Q. under Financial Bid.
- v) Annexure A,B,C,D,E,F & G (Schedule of works)

A-2. Non statutory / Technical Documents

- i. Current Income Tax return (for the assessment year as applicable) ,Contractor License, Supervisory License, PAN, VAT Registration Certificate & Professional Tax receipt challan
- ii. Valid enlistment renewal certificate
- iii. Registered Deed of partnership Firm
- iv. Trade License from the respective Municipality/Panchayet etc. (in case of S & P Contractors only)
- v. Certificate of Registration' from the respective Assistant Registrar of Co – operative Societies (for Regd. Unemployed Engineer's Co – Operative Society Ltd.)
- vi. Requisite Credential Certificate as mention in Clause [2(i)] of this N.I.T.

Note: Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.

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

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents’ to send the selected documents to Non-Statutory folder. Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub Category Descriptio	Details
A.	CERTIFICATES	CERTIFICATES	Current Income Tax return (for the assessment year as applicable) , Contractor License, Supervisory License, PAN, VAT Registration Certificate & Professional Tax receipt challan
B.	Company Details	Company Details – I	1. Trade License from respective Municipality / Panchayet etc. (in case of S & P Contractors only) 2. ‘Certificate of Registration’ from the respective Assistant Registrar of Co – operative Societies (for Regd. Unemployed Engineer’s Co – Operative Society Limited)
C.	Credential (in applicable cases)	Credential	1. Documents of Credential (in the form of work completion certificates and payment certificates) as mentioned in Clause No. [2(i)]

B.Technical proposal

- i. Opening of Technical proposal: - Technical proposals will be opened by the Managing Director, West Bengal Medical Services Corporation Limited and his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- ii. Intending bidders may remain present if they so desire.

C.Financial proposal

- i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (**Offering Above/ Below/ At per**) online through Computer in the space marked for quoting rate in the BOQ and also digitally signed and upload the Schedule of works given in the format of Annexure A, B,C,D,E,F & G)
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

PENALTY FOR SUPPRESSION / DISTORTION OF FACTS OR SUBMISSION OF INCORRECT INFORMATION:

If any tenderer fails to produce the original hard copies of the documents (specially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Opening Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of facts, the Tenderer will be suspended from participating in the tenders on e-Tender platform for 3 (three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED may take appropriate legal action against such tenderer.

AWARD OF CONTRACT

The Tender Inviting Authority reserves the right to accept or reject any Tender and to cancel the Tendering process and reject all Tenders at any time and prior to the Award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Bidder or Bidders of

the ground for Employer's action.

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter/email..

The notification of award will initiate the execution of agreement.

The Agreement in prescribed composite Tender Form will incorporate all agreements between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT B.O.Q, STC & TF. will be the part of the Contract Documents.

D. (i) Special Terms & Conditions for Machineries, Tools and Plants as follows.

- (i) Welding Machine (1 No.) (ii) Grout Pump (1 No.) (iii) Socket Set, Plier, Meeger, Digital Clamp Meter,
Screw Driver Set etc.

All plants, machineries and equipment will be verified by the competent authority before execution of the work.

SECTION – B

FORM - II

B.2. AFFIDAVIT – “X”

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

Work in progress.

Sl.	Name of the work.	Tender No.	Tendered Amount.	% of work Executed.

Work order issued but work not started.

Sl.	Name of the work.	Tender No.	Tendered Amount.	Status.

Signature

Date:-----

Name of the Firm with Seal.

FORM – IV

B.4. EXPERIENCE PROFILE.

B.4.1. Name of the Firm: _____

B.4.2. LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.

Name, Location & nature of work	Deptt. Concern	Engineer-in-Charge	Contract price in Indian Rs.	% of Participation of company	Original Time Schedule		Actual Time Schedule		Reasons for delay in completion (if any)
					Start Date	Completion Date	Start Date	Completion Date	

Note: a) Certificate from the Employers to be attached

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

Date:

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

[Print out in Agency's Letter head & upload the filled proforma with digitally signed as stated below]

DECLARATION BY THE TENDERER

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

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

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

I/We declare that I/We in the capacity of individual/ as a partner of a firm not debarred in the last financial year.

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

Date :

Signature of Tenderer

Postal address of the Tenderer

Name of the Firm with Seal

PRINTED TENDER FORM

**WEST BENGAL MEDICAL SERVICES
CORPORATION LIMITED**

PRINTED TENDER FORM

Price - RupeesOnly

e NIT No. WBMSCL/NIT-73/2016 dated 22.12.2016

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

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public place and signed by the Sub-Engineer-in-Charge/Engineer-in-Charge.

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

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

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 any one of the partners is empowered to sign the receipts on behalf of the firm duly registered the Indian partnership act or by some other person having authority to sign the receipts of 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 submitted if contains 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 Engineer-in-Charge/Sub-Engineer-in-Charge, or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest-money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided and provided the contractor(s) present himself / themselves before the Executive Engineer to take the refund with proper documents.

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 Sub-Engineer-in-Charge / Engineer-in-Charge and the contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Engineer-in-Charge / Engineer-in-Charge.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the WBMSCL at their issue rates, shall be filled in and completed in the office of the Sub-Engineer-in-Charge / Engineer-in-Charge 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.**

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 WBSMCL as on account of such security deposit as aforesaid ; or (b) the full value of which shall be retained by WBMSCL on account of the security deposit specified in clause 1 (B) of the said conditions of contract].

† Signature of Contractor before submission of Tender.

Dated the _____ day of _____ 20 ____ †

Witness +
+

Signature of witness to Contractor's signature.

Address

+

Occupation

+

The above tender is hereby accepted by me

** Signature of the officer by whom accepted.

for and on behalf of the W.B.M.S.C.L

Dated _____ day of _____ 20 ____ **

CONDITIONS OF CONTRACT

Security deposit

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 Sub-Engineer-in-Charge/ Engineer-in-Charge in cash Government securities endorsed to the Sub-Engineer-in-Charge / Engineer-in-Charge a sum sufficient to step up the amount of the Earnest-money deposited by him with his tender, up to the full security deposit in the tender] or (B) [permit WBMSCL 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 WBMSCL 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 WBMSCL 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 WBMSCL 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 any sums which may be due or may become due to the contractor, WBMSCL 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 Government 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.

Compensation for delay

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 other to commence work is given to the contractor. The work shall be proceeded through 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 Managing Director (whose decision in writing shall be final) may decide, on the amount of the whole works as shown in the tender for everyday delay and the days for which the work remains uncommenced, or unfinished after the proper completion date. **The contractor shall commence execution of such part of the work as may be notified to him within 7 days from the date of the order for commencement for work and diligently continue such work and 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 Managing Director, (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 installments) the Engineer-in-Charge, on behalf of the WBMSCL shall have power to adopt any of the following courses, as he may deem best suited to the interests of WBMSCL -

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of WBMSCL.
- (b) To employ labour paid by the WBMSCL 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 Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him with the value of work done, in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Engineer-in-Charge 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 Engineer-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 WBMSCL under the contract or otherwise, or from any money due to him by proceeds of sale thereof or a sufficient or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured or produced, or entered into any engagements, or made any advances on accounts of 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 sums for any work therefore actually performed under this contract, unless and until the Sub-Engineer-in-Charge/Engineer-in-Charge 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 Engineer-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 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 desire, take possession of all or any tools, plant, materials and stores, in or upon the work, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-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 Managing Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Managing Director as to the expense of any such sale be final and conclusive against the contractor.

Action when whole of security deposit is forfeited

Contractor remains liable to pay compensations 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, authorise 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 Sub-Engineer-in-Charge/Engineer-in-Charge (hereinafter called the Engineer - in charge) of such completion, but no such certificate shall be given nor shall the work be considered to be completed 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 realised 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 therefore be entitled to receive a periodic payment as decided by the Engineer-in-Charge and 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 only and not as payments for work actually done and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts of otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 8.-A bill shall be submitted by the contractor periodically as decided by the Engineer-in-Charge for all work executed, 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 counter-signature to the measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 9.-The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-Charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these 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 Managing Director.

(i) an authorisation 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 WBMSCL or his signature on the bill or other claim preferred against WBMSCL, 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 WBMSCL is concerned. As part of the arrangement, the financing Bank should give WBMSCL a letter to this effect.

Note 1- The procedure will not affect the usual rights of WBMSCL to deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to WBMSCL 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-a-vis the WBMSCL.

Materials brought to the site to be open to inspection

Clause 10. - All materials brought by the contractor to the site for use on the work shall be the property of WBMSCL and not to be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge.

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

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

Alterations in specifications and designs

Do not invalidate contract.

Clause 12.- Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-Charge and such alteration, omission, additions or substitutions shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the matter above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and the same rates, if any, may be specified in the tender for the main work. The time for the completion of the work shall be extended on the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charges shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of rates brought out by the Managing Director of the district, which was in force at the time of the acceptance of the contract minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender, and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-Charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current Schedule of rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in-Charges under (a) above, the stipulated percentage above or below Schedule of analysis under (b) above payment shall be made at the rates so determined without application or 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 Managing Director shall be final and binding.

Rates works not in estimated schedule

No compensation for alteration in, or restriction of, work to be carried out

Clause 13.- If at any time after the commencement of work the WBMSCL shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work

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

Work to be open to inspection

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.

Contractor or responsible person to be present

Clause 16.- The contractor shall give not less than five days' notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the works and if any work shall be covered up or placed beyond the of reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered

Contractor liable for damage done and for imperfection for three month after certificate

Clause 17.- If the contractor or his workman or servants or authorized representative shall break, deface, injure destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of **one year** after issuance of a certificate of its completion by the Engineer-in-Charge, the contractor shall make the same good at his own expenses, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to contractor by WBMSCL 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

WBMSCL 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 **one year** after the issuance of the certificate, final or otherwise, of completion of work by the Engineer-in-Charge;

Provided that the work shall not be deemed to have been completed unless the “**Final Bill**” in respect thereof shall have been passed and certified for payment by the Engineer-in-Charge;

Provided further that the Engineer-in-Charge shall pass the “**Final Bill**” and certify thereon, within a period of **forty five days** with effect from the date of submission thereof by the contractor, the amount payable to the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor within the said period of **forty five days**. The certificate of Engineer-in-Charge whether in respect of the amount payable to the contractor against the “**Final Bill**” or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the contractor held with WBMSCL under the provision of **Clause 1** hereof shall be refundable to the contractor one (01) year after the issuance of the certificate, final or otherwise, of completion of work by the Engineer-in-Charge.

Explanation:

The word ‘work’ means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and / or any other work contemplated within the scope and ambit of this contract. The work may be of original or special repair in nature or a combination thereof, or of original or special repair in nature in combination with the work(s) of repair and / or maintenance in nature.

Provided that in respect of the work of repair or maintenance in nature or a combination thereof, the words **three years** wherever appearing in this Clause shall be deemed to be **one year** and in which case the security deposit of the contractor held with the WBMSCL under the provision of **Clause 1** hereof shall be refundable to the contractor on expiry of **one year** after the issuance of certificate of completion of work by the Engineer-in-Charge.

Clause 18. -The contractor shall supply at his own cost materials, 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 Engineer-in-Charge (as to any matter as to which under these conditions he is entitled to be satisfied, or which) he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 18A.-The contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by WBMSCL 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 WBMSCL such amount as may be fixed by WBMSCL for such loss and damages, the decision of WBMSCL in the respect being final. Should the contractor fail or neglect to pay such amount on demand, the WBMSCL 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.

Contractor to supply plant, ladders, scaffolding etc.

And is liable for damage arising from non-provision of light, fencing etc.

Clause 18B.-In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, WBMSCL is obliged to pay compensation to a workman employed by the contractor, in execution of the works, WBMSCL will recover from the contractor the amount of the compensation so paid, and, without prejudice to the rights of WBMSCL under Section 12, Sub-section (2) of the said Act, WBMSCL 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 WBMSCL to the contractor whether under this contract or otherwise.

WBMSCL 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 WBMSCL full security for all costs for which WBMSCL might become liable in consequence of contesting such claim.

Labour

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

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

- Clause 19B (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 notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labour indirectly engaged on the work, including any engaged by his sub-contractors in connection with the said work as if the labour had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations as mentioned in Sub-Para (a) above made from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction, un-authorizedly made, maintenance of wages books or wages slips, publication of scale of wages and other terms of employment, inspection and submission or 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 Engineer-in-Charge/Sub-Engineer-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-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.
- (e) The contractor shall comply with the provisions of Payment of Wages Act, 1936, Minimum wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Maternity Benefits Act, 1961 and the contract Labour (Regulations & Abolition) Act, 1970 or the modification thereof or any other laws relating thereto and the Rules made there-under from time to time.
- (f) The contract shall indemnify WBMSCL against payment to be made and for observance of the laws aforesaid and the C.P.W.D. contractor's Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnity from his sub-contractors.
- (g) The Regulations aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be a breach of this contract."

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

Clause 21.- The contract shall not be assigned or sublet without specific orders from WBMSCL 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 WBMSCL 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 Engineer-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 WBMSCL 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 22. - All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of WBMSCL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

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

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 Managing Director for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 25. - When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 26. - 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 27. - 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 virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 28. - 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.

Clause 29. - Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or the executions or failure to execute the same whether arising during the progress of the work, or within 1 year after the completion or abandonment thereof shall be referred to the sole arbitration of the West Bengal Medical Services Corporation Limited authority. Should the WBMSCL be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by WBMSCL. The award of the arbitrator shall be final conclusive and binding on all parties to this contract. The award shall be a speaking one, i.e., the arbitrator shall recite facts and reasons arising in support of the award after discussing fully the claims and conditions of the parties. This clause shall not be applicable and shall be treated to be deleted for contract upto Rs.25 lakh (Rupees twenty five lakh).

INTERPRETATION CLAUSE:-

The W.B.M.S.C.L means the West Bengal Medical Services Corporation Limited with its capacity of perpetual succession.

The Managing Director means the Managing Director of West Bengal Medical Services Corporation Limited.

The Engineer-in-Charge means the Executive Engineer Civil of West Bengal Medical Services Corporation Limited.

The Sub-Engineer-in-Charge means the Assistant Engineer Civil of West Bengal Medical Services Corporation Limited.

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

Signature of Contractor

Signature of

Sub-Engineer-in-Charge
Engineer-in-Charge

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 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 water works 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 Managing Director 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 as property of WBMSCL and will be disposed of to the advantage of WBMSCL.

6. Owing to difficulty in obtaining certain materials in the open market due to war the WBMSCL 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 Engineer in charge and to so adjust the progress of the work that his labour may not remain idle not may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the WBMSCL on account of delay in supplying materials.

7. The minimum period for which a road roller is required to be used by a contractor shall be determined by the Executive Engineer on the basis of the quantity of metal that can be consolidated by a roller per day and the Executive Engineer's decision shall be final. if the roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water, etc., additional hire charges shall be levied at the rates specified below under 'A, Hire Charges' for the additional period the roller works.

8. No Compensation for any damage done by rain or traffic during the execution of the work will be made.

9. Whenever a work is carried out in a municipal area, electric lights or electric danger signals wherever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this Department but the contractor will bear all the expenses.

10. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.

11. 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.ft. area.

12. In cases where water is used by the contractor he will be required to deposit in advance with the Executive Engineer the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.

13. 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.

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

Inconvenience of the public.

15. The contractor(s) shall not deposit material on any item which will seriously inconvenience the public. The Engineer-in-Charge may require the contract(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

16. The contractor undertakes to have the site clean, free from all surplus materials, rubbish etc. upto the satisfaction of the Engineer-in-Charge. All surplus materials, rubbish, etc. will have to be removed to the places fixed by the Engineer-in-Charge and nothing extra will be paid for the same.

17. 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.

18. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-Charge.

ADDITIONAL CLAUSES

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

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

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

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