

INVITATION TO BID ON DATED 25.04.2014

ITB Number WBMSCL/NIT-29/2014 dated 25.04.2014

ENGAGEMENT OF CONTRACTOR for

**Supply, Installation, Testing & Commissioning of 2 nos. 4 ton
tower type A.C to be installed in the office of 2nd floor of
WBMSCL.**

WEST BENGAL MEDICAL SERVICES CORPORATION LTD.

Wholly Owned by the Government of West Bengal)
Regd. Off. Swasthya Bhawan, GN-29, Sector-V, Salt Lake.

Managing Director, West Bengal Medical Services Corporation Limited invites tender from bonafide, reliable and resourceful contractors for execution of work for **Supply, Installation, Testing & Commissioning of 2 nos. 4 ton tower type A.C to be installed in the office of 2nd floor of WBMSCL.** Brief Details of the terms and conditions of work are given below (separate Bid is to be submitted for separate Schedule of Works even if submitted by same contractors):

1.	Scope of Work	
Schedule-I	Supply, Installation, Testing & Commissioning of 2 nos. 4 ton tower type A.C to be installed in the office of 2nd floor of WBMSCL.	
2	Time allowed for completion of work	07 days
3	a) Eligibility of Participating contractors: Eligibility of Participating contractors for installation of Air conditioning system; Manufacturer /reliable air-conditioning dealers who has sufficient knowledge on duct able split, wall mounted and high wall mounted split air conditioning system. Air conditioning agency should have sufficient knowledge of design and calculation on air handling system.	
4	Contractor for supply and installation Air Conditioning System	Bonafide, reliable and resourceful contractors, having executed similar nature of work related to the Office building during last three years
5	Cost of Tender document	Rs. 1000/- in Bank draft to be drawn On each Scheduled bank in favour of " West Bengal Medical Services Corporation Limited ", payable at Kolkata.
6	Bid Security	Rs. 6000/- in Bank draft to be drawn On each Scheduled bank in favour of " West Bengal Medical Services Corporation Limited ," payable at Kolkata as per pro forma enclosed.
7.	Performance Guarantee	Total of 10% including 2% of bid security of the Contract price to be deposited as Bank Guarantee/ demand draft in favour of " West Bengal Medical Services Corporation Limited ," payable at Kolkata for a period 90 days after the expiry of Defect Liability period for One year only for the selected bidder.
8.	Last date and time of receipt of tender	02.05. 2014 at 1.00 P.M

9.	Date and time of Bid opening	02.05. 2014 at 2.00 P.M
10.	Validity of Tender	30 days from the date of submission of tender.
11.	Defect Liability period	3 months from date of completion of Work (i.e., issuing of work completion certificate).
12.	Release of Security Money/ Performance Guarantee	Within 30 days of expiry of Defects Liability period.
13.	Issuance of Materials	All materials related to the completion of work will have to be supplied by the contractor at his own risk and cost including cost of transportation, labour etc.

2. The following papers should be enclosed with Separate Envelop with the application for the above mentioned work.

- (a) PAN No.
- (b) VAT NO.
- (c) PTCC
- (d) I.T. Return for last Three Years.
- (e) Experience in similar field. Like residential building etc.
- (f) Credential in similar nature of works in a single contract (with last two financial years).
- (g) Bank Draft of Rs.1000.00 only in favour of "**West Bengal Medical Services Corporation Ltd**" towards cost of each Tender document.
- (h) Bank Draft of Rs.6000.00 only in favour of "**West Bengal Medical Services Corporation Ltd**" towards the Bid Security.

Above mentioned Original copy may be required at time of evaluation of technical bid.

In a separate envelope marked "FINANCIAL BID". The bidder has to quote his rate at percentage rate above/ percentage rate below / at par with the estimated amount put to tender. The Financial bid of only there tenders will be opened who meet all the requirements of the Technical bid.

Failing to fulfill the requirements and eligibility criteria set in the tender document will make the bidder's Bid invalid. WBMSC reserves the right to cancel or reject any or all of the Bids without assigning any reason whatsoever.


Managing Director,
WBMSC

ITEM RATE TENDER AND CONTRACT FOR WORKS

The scope of work is notified in a form of Invitation to tenders advertised in newspapers and through website of West Bengal Medical Services Corporation Limited herein after referred to as WBMSC.

The Bid Document at the WBMSC website, (www.wbmisc.gov.in /www.wbhealth.gov.in/wbmisc) states in details the work to be carried out, as well as the date for submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Security Deposit to be deposited with the tender and the amount of the Performance Guarantee to be deposited by the successful bidder and the percentage, if any, to be deducted from bills.

All Bidders are required to continue checking the above website for any addendum/amendment to the Bid Document issued subsequently, and take into consideration the same while preparing and submitting the bids.

SECTION – I

INSTRUCTION TO BIDDERS

1. Scope of Work: The Scope of work is defined in the Notice Inviting Tender.

2. Fraud and Corruption

2.1 It is WBMSC policy to require that Bidders, suppliers, and contractors and their subcontractors under WBMSC contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBMSC:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) **Bribery** is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
 - (ii) **Extortion** or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
 - (iii) **Fraud** is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of WBMSC or other participants;
 - (iv) **Collusion** is the agreement between Bidders designed to result in bids at artificial prices that are not competitive.
- (b) Will reject a proposal to award a contract if it determines that a Bidder recommended for award has engaged in corrupt practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to become a registered Contractor of WBMSC, if it at any time determines that the Bidder has engaged in corrupt practices in competing for or in executing a WBMSC contract;
- (d) Will cancel or terminate a contract if it determines that a Bidder has engaged in corrupt practices in competing for or in executing a WBMSC contract;

2.2 Any Bidder participating in WBMSC's tender activities, shall facilitate to WBMSC personnel upon first request, all documents, records and other elements needed by WBMSC to investigate the allegations of misconduct by either bidders or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the bidder from WBMSC activity and may lead to blacklisting of the Bidder following review by WBMSC Review Committee.

3. Eligible Bidders:

Anyone who is (a) Individuals (b) Partnerships (c) Consortium

(d) Limited Companies

(e) Licensed Engineers Cooperative Societies (f) Corporations other than limited companies will be eligible to bid provided that

(i) The Bidder has good financial capacity, is profit earning with a Net Worth of minimum 10 lac as certified by a Certified Chartered Accountant.

4. Conflict of Interest

For the purpose of the Bid a bidder will be considered to have conflict of interest if:

- a. The applicant has submitted two or more bids.
- b. The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be)
- c. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- d. A constituent of such Applicant is also a constituent of another Applicant; or
- e. Such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- f. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- g. such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or

h. In case an Applicant is a Consortium, then the term Applicant shall include each

Member of such Consortium.

5. In Case the firm is other than that of individual proprietorship, the bidder has to submit the profile of the company in the form of Partnership Deed, Bye Law, Memorandum of Association or Memorandum of Understanding as the case may be.
6. In the event of the tender being submitted by a firm, it has to be signed by a person holding a power-of-attorney authorizing him to do such power-of-attorney is to be produced with the tender. Receipt for payments made on account of a work, when executed by a firm, must also be signed by the person having authority to give effectual receipts for the firm.
7. The intending bidders shall engage irrespective of the fact whether he is a degree or diploma holder himself.
8. The intending bidders shall have to produce up-to-date Income Tax, Service Tax and Sales Tax returns to WBMSC failing which tender will not be accepted
9. Contents of Bidding Documents

Two Sealed envelope Technical Bid and Financial Bid in a Large Sealed envelope shall be submitted.

Sections of Bidding Documents

- 9.1** The Bidding Documents consist of the following and the bidder will have to submit one copy of each of the same along with their tender duly signed by them without which tenders are liable to rejection
- (a) This Notice inviting tender hereinafter to as the Tender Notice.
 - (b) Printed contract form of WBMSC as specified hereinafter to as the printed Tender Form.
 - (c) Terms and Conditions of contract with all corrigenda and agenda.
 - (d) Specifications of work and Schedule of Requirements
 - (e) Specific Priced Schedule of probable items with approximate quantities (in case of original works).
 - (f) Details of group works and abstract of Groups with other particulars (in case of repair works).
 - (g) Bidding Forms.
- 9.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation as required may result in the rejection of the bid.
- 9.3** Bidders are cautioned to read the specifications carefully (see Section IV - Schedule of Requirements), as there may be special requirements.
- 9.4** The specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted

standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

10. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact WBMSC in writing at wbmisc.wbhealth@gmail.com WBMSC will respond in writing to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. WBMSC shall post its response for all the bidders in its website www.wbmisc.co.in and www.wbhealth.gov.in/wbmisc.

11. Amendment of Bidding Documents

11.1 At any time prior to the deadline for submission of bids, WBMSC may amend the Bidding Documents by issuing amendment.

11.2 Any amendment issued shall be part of the Bidding Documents and shall be communicated to the bidders by posting the same on the website www.wbhealth.gov.in/wbmisc. It shall be the bidders responsibility to keep himself updated of all possible amendments or clarifications to the Bid Document.

11.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, WBMSC may, at its discretion, extend the deadline for the submission of bids.

12. Documents comprising the bid (Bidders are instructed to submit their bid consisting of two sealed envelope called Technical Bid envelope & Financial Bid envelope.)

The Bid shall comprise the following-

(A) Technical Bid:

(a) Bid Submission Form

(b) Bid Price if the document is downloaded from the website.

© Earnest Money of Rs: 6000.00 in the form of D.D

(d) Documentary evidence establishing the Bidder's Technical Eligibility to bid;

(e) Documentary evidence establishing the Bidder's Financial Eligibility to bid;

(f) Documentary evidence establishing the nature of agency bidding in accordance with Clause 4 of this document.

(g) Power of attorney in case the bidder is not an individual proprietorship firm.

(h) Income Tax and Sales tax clearance Certificate

(i) Details of Engineer /SAE to be engaged at the site.

(j) All the documents mentioned in Clause 9 duly signed on each paper

B) Financial Bid

(a) Applicable Price Schedules as per printed format.

Schedule	Item of work	Price	Tax	Total
1				

13. Bid Price and Discounts

- 13.1 The Bidder shall fill up the prescribed Price Bid as per printed format, for each items of the work. Unit prices and total prices shall be quoted as specified in Price Schedule. Bidders are however free to quote discounts on unit or whole of the work. 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.
- 13.2 Tenders that 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.
- 13.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.

14. Period of Validity of Bids

Bids shall remain valid for a period of **30 days** after the bid submission deadline date prescribed by WBMSC. A bid valid for a shorter period shall be rejected by WBMSC as non responsive. In exceptional circumstances, prior to the expiration of the bid validity period, WBMSC may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. In such case the Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify the bid.

15. Submission, Sealing and Marking of Bids

(a) Bidders may always submit their bids by mail or by hand. Bidders will submit the Technical Bid and Financial Bid sealed in individual envelopes and enclose both the original Bids separately in a sealed envelope, which shall:

- bear the name and address of the Bidder as well as the ITB reference number
- be addressed to

Managing Director,

West Bengal Medical Services Corporation limited, Swasthya Bhawan, GN-29, Salt Lake Sector-V, Kolkata-91

- And bear a warning "Not to be opened before"
- The envelopes containing Technical and Financial bids should also be similarly marked clearly stating "Technical Bid"/ "Financial Bid" as well as ITB reference number.
- if the envelope/s is not sealed and marked as required, WBMSC will assume no responsibility for the misplacement or premature opening of the bid.

16. Deadline for Submission of Bids

16.1 Bids must be received by WBMSC at Swasthya Bhawan, GN-29, Salt Lake Sector-V, Kolkata-91 within 13 hours on 2nd May 2014.

16.2 WBMSC may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents if felt necessary, in which case all rights and obligations of

WBMSC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

17. Late Bids

17.1 WBMSC shall not consider any bid that arrives after the deadline for submission of bids, or that which has not been received at the stated address within the deadline of submission for bid. Any bid received by WBMSC after the deadline for submission of bids shall be declared late, rejected.

18. Withdrawal, Substitution, and Modification of Bids

18.1 **Prior to the deadline prescribed for submission of bids**, a Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice. Bidder will not be allowed to withdraw, substitute, or modify its Bid if the Envelope does not - bear the name and address of the Bidder as well as the ITB reference number ____;

18.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

19. Bid Opening

19.1 WBMSC or its duly authorized representative or committee will open tenders in the presence of intending contractors who may be present at the time of Bid Opening. The Technical qualification and responsiveness of the Bid will be checked first.

19.2 A bid will be considered as non responsive and will be rejected/ cancelled under the following conditions:

19.2.1 Does not have any of the documents as mentioned in Clause 12 of this document

19.2.2 Does not have the required technical or financial eligibility as per documents submitted by the Bidder or is revealed on subsequent scrutiny by WBMSC.

19.2.3 If the bidder submits conditional bid

19.2.4 Submits incomplete Price Bid as per price schedule.

19.2.5 The Bidder does not accept important Contract conditions, i.e. related to Performance Security,

Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability,

Financial Bid will be opened only in case of those Bidders who have submitted substantially responsive Bid and who have qualified as per Technical criteria set for the Bid. On opening the financial Bid the Committee will enter the amounts of the tenders in a Comparative Statement Form.

21. Evaluation of Bids

To evaluate a Bid WBMSC shall consider the following:

- (a) Evaluation will be done for the entire work.
- (b) Price adjustment for correction of arithmetic errors in the following manner:

Correct arithmetical errors on the following basis:

- If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of WBMSC there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

(c) Price adjustment due to discounts, if any.

(d) Net present Value (NPV) of the bid after accounting for Price Adjustments

Any condition for price adjustment during the period of execution of the contract, if provided in the bid will be considered to be Conditional Bid and will be rejected as already mentioned in Clause 13.

22. In the event of a tender being accepted, the Performance Guarantee in the shape of total security deposit @ 10% will have to be paid along with agreement.
23. WBMSC authority reserves the right to reject any or all the tenders without assigning any Reason and he will not be bound to accept either the lowest tender or any of the tenders.
24. The receipt by any person or representative for any money paid by the contractor will not be considered as any acknowledgement of payment to the WBMSC or its duly authorized cashier.

SECTION - II

GENERAL CONDITIONS OF CONTRACT

WBMSC and the successful Bidder hereinafter referred to as "Contractor" each Party acknowledges and agrees that:

CLAUSE1. PERFORMANCE GUARANTEE

The person/persons whose tender may be accepted (hereinafter called the contractor) shall (A) (within ten days of the receipt by him, of the notification of the acceptance of his tender) deposit with the WBMSC by Bank Guarantee/ Bank draft a sum sufficient with the amount of the Security Money deposited by him with his tender to make up the Performance Guarantee specified in the tender); and (B) permit WBMSC at the time of making any payment to him for work done under the contract to deduct such sum as will (with the Performance Guarantee deposited by him) amount to 10% (10) per cent of all moneys so payable of the total accepted cost of the work. Such deductions are to be held by WBMSC by way of Performance Guarantee. All compensation or all other sums of money payable by the contractor to WBMSC 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 WBMSC or any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in Bank Draft endorsed as aforesaid any sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

CLAUSE 2. LEGAL STATUS OF THE PARTIES:

2.1 The Contractor shall have the legal status of an independent Contractor vis-à-vis WBMSC, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party

and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2.2 If the Contractor is a Partnership Firm, Cooperative Society, Consortium or Company, or Association, all of the Parties shall be jointly and severally liable to WBMSC for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Partnership Firm, consortium or association. The composition or the constitution of Partnership Firm, consortium or association shall not be altered without the prior consent of WBMSC.

2.3 In the case of a tender by partners/Firms/ Consortium if there is any change in the constitution of the firm during the period of contract or within the time of Tender and the time of Contract, the same should be notified by the contractor to the WBMSC immediately and the new Memorandum of Understanding or Memorandum of Association or Partnership Deed of the firm is to be submitted forthwith. It may be noted that none of new partners can be the one or a member of any association/firm/consortium/cooperative society who had submitted the Bid. In such case the Contract will be terminated on grounds of Conflict of Interest.

CLAUSE-3. DEFINITION OF WORKS

The expression "work" or "works" 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.

CLAUSE-4. WORKS TO BE UNDER DIRECTION OF WBMSC

All works to be executed under the contract shall be executed under the direction and subject to approval in all respects of WBMSC 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. All works shall be carried out in conformity with drawing approved by the WBMSC. The available drawings ready at present may be seen by the bidders at the Office of the WBMSC authority. The contractor shall have to carry out all works according to the detailed drawings ready at present and those which will be prepared and furnished by WBMSC during execution of work from time to time on subsequent dates.

CLAUSE-5. WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS APPROVED BY WBMSC

The contractor shall execute the whole and every part of the work, in the most substantial and Workman likes manner and both as regards materials otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, and instructions in writing relating to the work signed by the Engineer-in-Charge and logged 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.

CLAUSE-6. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY FOR EXECUTING THE WORK.

- 6.1 The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the WBMSC'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 conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work.
- 6.2 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.
- 6.3 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 other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.
- 6.4 The contractor shall have to make his own arrangements for water, both for the work and use by his labour required on the work. 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.
- 6.5 The contractor will have to make his own arrangements for the carriage of materials.
- 6.6 The contractor shall make arrangement for the power and supply systems for driving plant or machinery for the work and for lighting purpose at his own cost. He shall pay all fees and charges legally demandable on him for the contract work.
- 6.7 The contractor shall also provide at his own cost temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience.
- 6.8 After completion, all tools, equipments, hoists, scaffoldings, hutments, temporary structures have to be removed and road if any, built solely for purpose of execution of work shall be broken and leveled and landscape would have to be done at his cost unless the Engineer-in-Charge shall otherwise direct.

CLAUSE-7. ALTERATION IN SPECIFICATION AND DESIGN

WBMSC shall have the power to alter or make any omissions or additions to or substitutions from, the original specifications, drawings 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 & at the same rates, if any may be specified in the tender for the main work provided there is no change in the nature of work

PROVIDED that if the altered additional or substituted works include such class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates as per relevant PWD Schedule, which was in force at the time of acceptance of the contract minus/plus the percentage which the total tendered amount bears of 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-charge under (a) above the stipulated percentage above or below schedule of rates as provided in the contract shall also be applied and in case of rates worked out on analysis under (b) above, payment shall be made at the rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of WBMSC authority shall be final and binding.

PROVIDED further that if at any time after the commencement of the work the WBMSC shall for any reasons whatsoever not require the whole thereof as specified in the tender to be carried out, WBMSC 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 be reason of any alterations having been made in the original specification, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

CLAUSE-8. IF NO SPECIFICATION IS GIVEN.

In the case of any class of work for which there is no such specification, as is mentioned in Clause 5, such work shall be carried out in accordance with the I.S Specification and in the event of there being no specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of WBMSC

CLAUSE-9. WORKS TO BE OPEN FOR INSPECTION

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 subordinate or the Project Management Consultant appointed by WBMSC for the purpose, if any. And if the contractor has been issued a reasonable notice of the intention of the WBMSC authority or the Project Management Consultant appointed by WBMSC, to visit the works, shall either himself be present to receive orders and instructions, or have a responsible agent or the Project engineer for the project present for that purpose. Orders given to the contractor's agent or official shall be considered to have the same force as if they had been given to the contractor himself.

The contractor shall give not less than seven days notice in writing to the Engineer-in-charge or his subordinate in charge of the work or any authorized person of WBMSC before covering up or otherwise placing beyond the reach of measurement or inspection 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.

CLAUSE-10. COMPENSATION FOR BAD WORK.

If it shall appear to the Engineer-in-charge or his subordinate or from the Report of Project Management Consultant of the work, that any work has been executed with unsound, imperfect, or unskillful workman-ship, 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 not with standings 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 of articles at his own proper charge and cost and in the event of the 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 per cent 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 cause to rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of contractor.

CLAUSE-11. LIABLE FOR DAMAGES TO PROPERTY OF WBMSC & GOVERNMENT The contractor shall be responsible for and shall take proper care and caution in respect of all equipments and implements as may be made over by the WBMSC to the contractor for use in execution of works under this contract and shall be liable for any loss of and damages caused to the said equipments 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 WBMSC such amount as may be fixed by the WBMSC for such loss and damage, the decision of the WBMSC in this respect being final. Should the contractor fail or neglect to pay such amount on demand the WBMSC 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 Performance Guarantee of the contractor and or any amount remaining payable to the contractor under this contract for any work done by the contractor.

CLAUSE-12. DEFECTS LIABILITY

If the contractor or his workmen or servants break, deface injure or destroy any part of a building, in which they may be working or any building, road, road curves, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass-land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if and damage happens to the work while in progress from any cause whatever or any imperfections become apparent in it within one year after Final Completion Certificate, is given by the Engineer-in-charge, the contractor shall make the same good at his expense or in default, WBMSC may cause the same be made good by other workmen and deduct to the expense (or which the certificate of the Engineer-in-charge shall be final) from his security deposit, or the proceeds of safe thereof, or of a sufficient portion thereof.

The contractor shall be responsible for rectifying defects in work noticed within a year from the date of completion of the work and the portion of the Performance Guarantee relating to work shall be refunded after the expiry of Defects Liability Period i.e six months after the issuance of the Completion Certificate.

Arrangements like water, sanitation, lights, etc. as required.

14.3 The contractor shall provide, fix-up and maintain in any approved position proper office accommodation for contractor's representative and staffs. The office shall remain open for reasonable hours to receive instruction. All drawing maintained on the site are to be carefully mounted on board of appropriate size and covered with a cost of approved varnish. They are to be protected from the ravages of termite, ants and other insects. All these structures shall be of semi-permanent nature and shall be constructed by the Contractor at his own cost. Plan and location for which has to get approved by the engineer of WBMSC. After the end of the work

the contractor will be liable to submit all documents to WBMSC including all Drawings, layout plans etc. The temporary structures will have to be removed by the contractor, if otherwise not instructed by WBMSC, and landscaping and beautification has to be done of the place at which the temporary structure stood.

CLAUSE-17. INCONVENIENCE TO PUBLIC

- 17.1 The contractor (s) shall not deposit material on any site which will seriously inconvenience the public. The Engineer-in-charge 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.
- 17.2 The contractor undertakes to have the site clean, free from rubbish to the satisfaction 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.
- 17.3 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.
- 17.4 Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

CLAUSE-18. PAYMENT OF BILLS

- 18.1 Bill shall be submitted by the contractor after completion of the work to the Engineer-in-Charge for all work executed for joint measurement.
- 18.4 When the estimate on which the tender is made includes lump sums in respect parts of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such items.
- 18.5 Payments due to the contractor will be made to his bank instead of direct to him. The contractor has to furnish the details of the Bank to which the payment is to be made in the prescribed format.
- 18.6 Making of payments against bills will not affect the usual rights of WBMSC to deduct from contractor's bills any sum due to WBMSC on account of penalties, over payments etc., on this or any other contract with WBMSC in future.
- 18.7 Deduction of Income Tax and other statutory deductions on Contractor's bills would be made as per prevailing statute.

CLAUSE-19. COMPLETION CERTIFICATE

On completion of the work, the contractor shall be furnished with a certificate by 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 and done the landscaping and beautification of the place nor until the work shall have been measured by the Engineer-in-Charge and the Project Management Consultant whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may get the work done; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any materials or tools at the site at the time.

CLAUSE-20. FORCE MAJURE

- 20.1 Force majeure as used herein means any unforeseeable and irresistible act of nature or human, any act of war (whether declared or not), invasion, revolution, insurrection, riot or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the contractor.
- 20.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the contractor shall give notice and full particulars in writing to WBMSC of such occurrence or cause if the contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The contractor shall also notify WBMSC of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than seven (7) days following the provision of such notice of force majeure or other changes in condition or occurrence, the contractor shall also submit a statement to WBMSC, if the contractor so desires, for extension of time for completion of the work on the ground thereof clearly stating the number of days for which the extension is asked. WBMSC shall, if in its opinion consider the prayer to be made on reasonable grounds (which shall be final) authorize such extension of time, if any as may, in the opinion of WBMSC, be necessary or proper.
- 20.3 If an event of force majeure exists and the contractor fails, within seven (7) days of such event to give notice in writing to WBMSC pursuant to Clause 18.2, and if the contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, WBMSC shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided in the clause for Termination, except that the period of notice shall be seven (7) days. In any case, WBMSC shall be entitled to consider the contractor permanently unable to perform its obligations under the Contract in the case of the contractor's suffering any period of suspension in excess of ninety (90) days.]

CLAUSE-21. TERMINATION ON DEFAULT

WBMSC, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the contractor, may terminate the Contract, in whole or in part if :

- 21.1 At any time during the course of contract it is found that the Contractor has obtained the contract based on misinformation or falsification.
- 21.2 If the contractor or any of his servants or agents is found to give any bribe, gratuity, gift, loan,

Perquisite, reward or advantage, pecuniary or otherwise, or either directly or indirectly promises or offers any benefit to any public officer or person in the employ of WBMSC or in any way directly or indirectly interested in the contract.

- 21.3 The contract is assigned or sublet without specific orders from WBMSC in respect of a Specified sub-contractor.
- 21.4 If the contractor becomes insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempts to do.
- 21.5 The Contractor is granted a moratorium or a stay or is declared insolvent;
- 21.6 The contractor makes an assignment for the benefit of one or more of its creditors;
- 21.7 A receiver is appointed on account of the insolvency of the Vendor;
- 21.8 The contractor offers a settlement in lieu of bankruptcy or receivership;
- 21.9 Contractor fails to deliver any or all of the services within the period specified in the Contract:
- 21.10 The contractor fails to perform any other obligation under the Contract;

WBMSC may there upon by notice in writing rescind the contract, and the Performance Guarantee of the contractor shall thereupon stand forfeited and be absolutely at the disposal of WBMSC and the same consequences shall ensure as if the contract had been rescinded under clause 21 hereof, and in addition the contractor shall not be entitled to be recovered or be paid for any work thereof actually performed under the contract.

CLAUSE-22: POWER TO RESCIND OR TERMINATE THE CONTRACT

22.1 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) WBMSC shall have power to adopt any of the following courses as he may deem best suited to the interests of WBMSC

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the WBMSC shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of WBMSC.
- (b) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which 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 WBMSC authority 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 WBMSC under the contract or otherwise, or from this Performance Guarantee or the proceeds of sale thereof, or a sufficient part thereof.

22.2 In the event of any of the above courses being adopted by WBMSC, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials,

or entered into any engagements, or made any advances on account of, or with a view to 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 WBMSC agrees that the work has been done prior to the notice of rescinding or termination of the contract. The amount to be paid would be limited to the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid the value so certified.

22.3 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 WBMSC without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE-23. INDEMNIFICATION:

The contractor shall indemnify and hold harmless WBMSC, its officials, agents and employees at its own expense from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to any acts or omissions of the contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

CLAUSE-24. Liquidated Damages:

If the contractor fails to comply with the time for completion for the whole of the works, then the contractor shall pay to the employer a sum of 0.25% per week as liquidated damages for such default and not as a penalty (Which sum shall be the only monies due from the contractor for such default) for every week or part of the week which shall elapse between the relevant time for completion and date started in a taking over certificate of the whole of the works.

CLAUSE-25. Limit of Liquidated Damages:

The Liquidated damage shall be subjected to the applicable limit of 5.0% of the contract Price.

CLAUSE-26. SUPPLEMENTARY WORKS AND FIXATION OF RATES

WBMSC shall have power to make any alteration in, omissions from additions to all substitutions for ,the original specifications, drawings, designs and instruction, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound or carry out the work in accordance with any instructions which may be given to him any writing signed by WBMSC and such alterations omission ,additions all substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in original Tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as pert of the work shall be carried out by the contractor on the same condition in all respects on which they agreed to do the main work 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 substitution work bears to the original contact work and the certificated of WBMSC shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work for which no rates in specified in this contract, then such class of work shall be carried out at the rate entered in the schedule of rates WB PWD effective on the date of submission of offer. for rates which are not available in WB PWD schedule, analyses of rates for the items have to be worked out from current market

rates of materials, labour etc. Final rates based on current market rates should be arrived with application of 5% overhead plus 10% profits. In support of Market rates, at least two quotations from bonafide concerns have to be furnished. In the event of this agreement by the contractor, the rates fixed by WBMSC shall be final and binding.

The value of supplementary or substituted items, analysis of which would be fixed based on current Market rates of the materials, labour, etc, shall not be subjected to application of contractual percentage. The amount of supplementary works will be decided by WBMSC.

CLAUSE-27. FIRE PROTECTION:

Proper care should be taken to protect the fire and safety Hazard at the place of construction as well the Labour hutment ,site office etc. as per prevailing laws published in time to time .

CLAUSE-28.

Registration and collection of cess under the building and other construction workers(RECS) Act 1996 and the Building & Other Construction Workers welfare cess Act, 1996.

Successful tenderer will have to produce registration certificates as required under the Building and other construction work's (RECS) Act, 1996 and the Buildings & Others Construction Works Welfare Cess Act, 1996 and the rules made there under.

Statutory deductions towards cess @1% of the cost of Construction will be made from the bill of the construction in addition to I.T., S.T. etc.

CLAUSE-29. SETTLEMENT OF DISPUTES

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other questions claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions, orders or those conditions or otherwise concerning the works, or the execution, or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the sole arbitration of the WBMSC authority. Should the WBMSC 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 the WBMSC. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. "The award shall be a speaking one, that is, the arbitrator shall recite facts and assign reasons in support of the award after discussing fully the claims and conditions of the parties."

Interpretation of clause –

The WBMSC means "The West Bengal Medical Service Corporation Ltd." and his successors.

The Engineer-in-charge means the Engineer for the time being in charge of the work concerned. Words importing the singular number only include the plural number and vice-versa.

SECTION –III

SPECIAL CONDITIONS OF CONTRACT

1. In the event of tender being submitted by other than an individual proprietorship firm it must be signed by the member of the firm having Power of Attorney to do so. Any tender signed by a member, not holding a power of attorney shall be treated informal or non-responsive.
2. Before submission of tenders, the contractors shall inspect the sites of work; get them thoroughly acquainted with local conditions and difficulties under which the work will have to be carried out. They should consider among others, the nature of soil, climate conditions of locality, depth of water in the area of work, condition of existing Kutcha & Pucca road, transport etc.
3. Before submission of the tender, the bidder must see that the Memorandum of the printed tender form is properly filled in and all particulars given. The bidder must sign in the space allowed of the printed tender form and the declaration by the bidder (at the special terms and conditions and specifications). The signature must be properly witnessed in the space allotted for the purpose. The bidder must also sign at the bottom of each page, of the printed tender form and other tender documents. Overwriting shall not be allowed. All corrections, additions, alternations etc. must be duly signed. Bid will be submitted only in English.
4. The bidder shall furnish a certificate to the effect that all the stipulations of the tender documents have been fully and clearly explained to him and understood by him.
5. All rates to be quoted by the contractors shall be inclusive of all incidental fees and charges
e.g. Royalties, Octroi Tax of materials, Electricity, Water and other charges of Municipalities or statutory bodies, Sales Tax, Income Tax, Carriage costs, Import duties if any, etc. Nothing extra will be paid on any such account. No claim for labour, material or of any other kind other than that stipulated in the Bid Document would be entertained under any circumstances.
6. If any bidder withdraws his tender before its acceptance or refusal within a reasonable time viz. three weeks from date of opening of tender without giving any satisfactory explanation for such withdrawal he shall be disqualified for submitting any tender to this WBMSC for a minimum period of one year.
7. The successful bidder shall have to start the work at site within the stipulated date as mentioned in the work order. The contractor shall within seven days of the receipts of order to take up work and will supply at his own cost work order book to the authority concerned. The work order book shall be kept at the site of work under the custody of the WBMSC or his authorized representative. The work order book shall have machine numbered page in triplicate. Directions from WBMSC Officer to be issued to the contractor will be entered (in triplicate) in the work order book (except when such direction or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries in the work order book and also record thereof the action taken or being taken by him complying with the site direction, instructions any relevant point relating to the work. The contractor or his representative may take away the duplicate page of the work order book for his own record. In case of supplementary items, claims may not be entertained unless supported by entries in the work order book or any written order.

The first page of the work order book shall contain the following particulars

- a) Name of the work.
- b) Reference to contract No.
- c) Contractual rate.
- d) Date of opening the order book.

e) Name & Address of the contractor.

f) Signature of the contractor.

g) Name and address of the authorized representative (if any) or the contractor authorized by him.

h) Specific purpose for which the contractor's representative is authorized to act on behalf of the contractor.

i) Signature of the authorized representative duly attested by the contractor.

j) Signature of the WBMSC authority concerned.

k) Date of actual completion of work.

l) Date of recording final measurements.

The contractor shall pay all charges and fees legally payable for acts arising out of work and hold the employer fee from all such costs.

8. The water to be used for construction purpose should be clean, free from loam, silt and organic materials. No hard water shall be used. The rates quoted by the contractors must be inclusive of all such charges and cost. The quality of water to be used for actual work must satisfy by the relevant ISI Code provision.
9. The contractor shall make their arrangement for storage space and go down for their tools & plant, materials etc. and shall create at their own cost necessary sheds and go downs for proper storage of materials such as cement, steel materials etc., which may be issued to them as necessary from time to time or procured by the contractor.
10. Before starting any work, work site where necessary, must be properly dressed after cutting and cleaning all varieties of jungles and shrubs including bamboo cluster or any undesirable vegetation from within the boundary or alignment of site of works, for which nothing will be paid extra unless specifically provided in the priced schedule.
11. The contractor shall appoint an authorized representative of the contractor, for the project The selection of the authorized representative is subject to the prior approval of the WBMSC authority concerned & the contractor shall seek in writing for such approval of the WBMSC giving there in the name of work, the name and address of representative he wants to appoint and the specific purpose for which the representative will be authorized for even after first approval, the WBMSC may issue at any subsequent date, revise direction about such authorized representative of the contractor and the contractor shall be bound to abide by such directions. The WBMSC shall not be bound to assign any of its directions with regard to the appointment of authorized representative
12. The authorized representative of the contractors as per provision of the contract for supervision of works on their behalf shall either be Degree holder or Diploma holder in Engineering whose details have been submitted at the time of bidding. Any Notice, correspondence etc. Issued to the authorized representative or left at his address will be deemed to the contractor himself.
13. The contractor must erect temporary pillars as many as required, in suitable places as directed by the WBMSC authority at his own cost before starting the work, from which the WBMSC staff will Layout all important levels and fixes alignments. All threads, pegs, nails, flags, labours etc. required for setting out / laying out different structures, alignments shall also be supplied by the contractors at Their own costs.

14. The responsibility for stacking the serviceable materials obtained during execution of the work.
15. All works are to be carried out in accordance with the General Conditions & Specifications as mentioned in B.O.Q. (Specification Schedule). The specifications of work not covered by the specifications laid down in the relevant PWD Schedule shall be governed by ISI Code of Practice & as per direction of the Engineer-in-charge.
16. The contractors should give complete specification showing the method of execution and the quantity of materials they intend to use per unit.

The contractor will have to leave ducts in walls and floors to run conduit or cables, pipelines where necessary, and he will not be entitled to any extra payment on this account.

17. The rates of Supplementary items of work will be determined in order of precedence as given below notwithstanding what has been stated in clause 12 of the contract agreement form.

- i) The rates will be derived where possible, from the relevant PWD Schedule of rates Plus/minus contractual percentage.
- ii) The rates will be derived where possible, from the rates of allied items of work appearing in the specific priced Schedule plus/minus the contractual percentage.
- iii) The rates of items or part thereof which cannot be derived by any of the above processes, shall be determined from the prevailing market rates of materials and labour plus profit and overhead charges which (taken together) shall constitute 10 (ten) per cent on the cost of materials and labour (excluding cost of materials supplied) but no contractual percentage will be applicable on those materials.

18. If the contractor shall desire any extension of the time for completion of the work under Clause 22 of the contract, no application for such extension will be entertained if it is not received within the specified time stated in the clause and if sufficient time ahead is not allowed for WBMSC to consider it. In such event the contractor will be responsible for the consequences arising out of his negligence in this respect.

19. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted due to rate fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work.

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

20. The contractor must obtain the license under the Contract labor (Regulation & Abolition) Act.

1970 and the certificates for the same should be submitted to the Engineer-in-charge.

Section IV. Bidding Forms

1. Table of Forms

Page No.

1.	Bid Confirmation Form	
2.	Check-List Form	
3.	Bidder Information Form	
4.	Bid Submission Form	
5.	Bid Security (Bank Guarantee) Form	
6.	Certificate of Acquaintance With Site	
7.	No Adverse Action Confirmation Form	

Bid / No Bid Confirmation Form

[Complete this page and return it prior to bid opening if you do not intend to bid]

Date:

To: West Bengal Medical Services
Corporation Limited
Swasthya Bhawan,
Gn-29, Salt Lake, Sector-V
Kolkata-700091

From:

Subject:

Sir,

YES, I/ we intend to submit an offer.

NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s)
Listed below:

- We are unable to submit a competitive offer for the requested products at the moment
- The information provided for quotation purposes is insufficient
- Your ITB is too complicated
- Insufficient time is allowed to prepare a quotation
- We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- We had to give priority to other clients' requests
- The person handling the bids is away from the office
- Others (please specify)
- We would like to receive future ITBs for this type of Services

If WBMSC has questions to the bidder concerning this NO BID, WBMSC should contact

Mr./Ms. _____, phone/email _____, who will be able to assist.

2. Check-List Form

[Please fill in and include with your Bid]

Activity	Yes/No/NA	Page No in your Bid	Remark
Have you duly completed as all the Bidding Forms provided in Section IV: i.e.:			
- Bid / No bid Confirmation			
- Bidder Information			
- Bid Submission Form			
- Price Schedule			
- Bid Security (in the correct form, and indicating the correct amount and correct validity period)			
- Performance Statement			
- No Adverse Action Confirmation Form			
Have you provided the information as			
- Post-qualification of the Bidder			
- Financial capability related documents			
- Experience and technical capacity related documents			
- Additional requirements			

3 Bidders information:

A. Contact details of the bidders along with contact details of the person that WBMSC may contact for clarification during bid evaluation.

- a) Name of the person No 1:
- b) Company Name with full postal address:
- c) Mobile Number of the said person
- d) Land phone number if any
- e) E-mail address
- f) Fax number

B. Alternate name of the person

- a) Name of the person No 1:
- b) Company Name with full postal address:

- c) Mobile Number of the said person
- d) Land phone number if any
- e) E-mail address
- f) Fax number

Bank information

- a) Name of Banking Institute
- b) Beneficiary Name of Accounts (Name as it appears in accounts)
- c) Branch Name
- d) Postal Address of the Bank
- e) Telephone Number
- f) City/Country/Province
- g) Postal Code (zip)

Expertise of Organization

- a) Organization structure
- b) Years of Company's experience
- c) Areas of expertise of the Organization
- d) Current license if any and permits with date of renewal (with date, numbers and expiration date)
- e) Registration information

Quality assurance certification

- a) Quality Management system (QMS International)
- b) List of other ISO Certificate or equivalent certificate.
- c) Expertise of staff
- d) Total number of staff
- e) Number of staff to be involved in the contract.

Details of Bio data of technical staff to be involved.

SI No	Engineer/SAE	Age	Educational qualification	Number of years of similar nature of works involved	Remarks if any

8. Client reference List if any + (may include if enlisted in West Bengal Health scheme

Please provide reference such as client details, Commercial Bank details etc.

_____ [insert legal capacity of person signing the Bid Submission Form] Name: _____ [insert complete name of person signing the Bid Submission Form] Duly authorized to sign the bid for and on behalf of: _____ [insert complete name of Bidder] Dated on ____ day of __, _____ [insert date of signing]

5. Bid Security (Bank Guarantee) Form

[Insert: Bid Security of the successful Bidders will be returned when The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of WBMSC]

Date: _____

BID GUARANTEE No.: _____

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [name of contract] under Invitation to Bid No. [ITB number] ("The ITB").

We understand that, according to your conditions, bids must be supported by a Bank Furthermore Guarantee.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by WBMSC during the period of bid validity, (i) fails or refuses to execute the Contract Form; or
- (ii) fails or refuses to furnish the performance security, as required, in accordance with the Instructions to Bidders.
- (iii) fails or refuses to provide the service /services for which it has come in contract with West Bengal Medical Services Corporation.

This guarantee will expire twenty-eight days after the expiration of the Bidder's Bid. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature]

6. CERTIFICATE OF AQUINTANCE WITH SITE

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works, we shall be bound by conditions laid down in the Notice Inviting Tenders, special terms and conditions and Specifications, specific Priced Schedule and as also specified contract Form of WBMSC. I/We have gone through the price schedule of the B.O.Q. And General Specifications stated in before in the contract FORM and also the I.S.I. Code of practice. I/We shall also uniformly maintain such progress with the work as may be directed by the Engineer-in-charge of the work to ensure completion of same within the target date.

Postal Address in Block Letter.

Signature of the Bidder

7. No Adverse Action Confirmation Form (self Certification)

This is to certify that [*delete unwanted option*]:

- a. No adverse action has been taken against the Bidder (*insert Bidder's name*) for the services that are being offered by the Bidder or any related services under the contract that was being handled by bidder against this Invitation to Bid, in the last 5 (Five) years.
- b. T h e following instances of previous past performance have resulted in adverse actions taken against the Bidder (*insert Bidder's name*) for the services that are being offered by the Bidder or any related services under the contract that was being handled by bidder, in the last 5 (Five) years. Such adverse actions included:

(indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.)

Signature _____ Name _____

Designation with stamp _____

Date _____