



**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**

Construction of Student Hostel for 124 seats at Murshidabad Medical College & Hospital, Murshidabad  
[Civil, S&P and Electrical Work]

(NIT Reference No. : WBMSCL/NIT-67/2019, Dated - 16.07.2019)

# 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: 033-4034-0436 ♦ Email: info@wbmsc.gov.in ♦ website: [www.wbmsc.gov.in](http://www.wbmsc.gov.in)

I.T.B. No. : WBMSCL/NIT-67/2019

Dated: 16.07.2019

Managing Director, WBMSCL invites e-Tender for the work detailed in the table below. (Submission of Bid through online)

Sl. No	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Period of Completion	Eligibility of Contractor
1.	Construction of Student Hostel for 124 seats at Murshidabad Medical College & Hospital, Murshidabad [Civil, S&P and Electrical Work]	7,70,78,341.28	15,41,570.00	15 Months	Bonafide Agencies having credential as stated in Cl. No 5 of this NIT noted below.

1. In the event of e-Filing intending bidder may download the tender document from the website <http://etender.wb.nic.in> directly by the help of Digital Signature Certificate and the earnest money to be deposited through online as per **Memorandum No.-3975-F (Y), dated- 28<sup>th</sup> July, 2016 of Finance Department, Audit Branch, Govt. of West Bengal** Where an individual person holds a digital certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an authorised partner of a firm, having a registered power of attorney empowered by the Board or by the firm, shall invariably upload a copy of registered power of attorney showing clear authorization in his favour, to upload such tender.

The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908

2. Intending tenderers can search and download NIT and tender documents electronically by logging on to the website <https://etender.wb.nic.in>, using his Digital Signature Certificate (DSC) & submission of Technical Bid/Financial Bid as per Tender Schedule stated in serial no-9. This is the only mode of collection of tender documents
3. The original copies of the related documents submitted by the Lowest accepted tenderer/Bidder along with the Letter of Intent/Acceptance within 7(Seven) official days of date of issue of the LoI/LoA (in online/offline mode), if required, failing which it may be construed as an attempt to disturb the tendering process and dealt with accordingly including blacklisting of the tenderer/Bidder( as per Memo. No.1592-F(Y) dated 20.03.2014 of Finance Department , Audit Branch, Govt. of West Bengal).
4. **Additional Performance Security in shall be obtained from the Successful Bidder as per guide line vide Memorandum No.-IT-06/2017/444-R/PL, dated-18.04.2017 of Principal Secretary, P.W.D., Govt. of West Bengal & Memorandum No.-4608-F(Y), dated-18.07.2018 of Additional Chief Secretary to the Govt. of West Bengal.**
5. **Defect Liability Period (DLP) for the aforesaid work will be 05 (Five) Years according to Notification No.- 5784-PW/L&A/2M-175/2017, Dated- 12.09.2017 of Principal Secretary, Public Works Department.**

## 6. Eligibility Criterion for participation in the tender

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 (Five) years prior to the date of issue of the tender notice ;  
Or
- ii) Intending tenderers should produce credentials of 02 (Two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(Five) years prior to the date of issue of the tender notice ;  
Or
- iii) Intending tenderers should produce credentials of one single running work of similar nature which

has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificates of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificates it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e., the tenderer.

**N.B.** Similar nature of work as per BOQ, Estimated amount, Gross bill value, Date of completion of project & detail communicational of Client must be indicated in the Credential Certificate. Payment Certificate will not be treated as credential.

**Credential certificate issued by the competent authority of any State / Central Govt., State / Central Govt. Undertaking, Statutory / Autonomous bodies constituted under the Central / State statute, on the executed value of completed / running work will be taken as credential.**

- ii) Copy of valid Pan Card issued by the IT Department, Govt. of India, Income Tax acknowledgement receipt for latest assessment year, Professional Tax clearance certificate/P.T. (Challan) and valid 15- Digit Goods and Services Tax payer Identification No. (GSTIN) under GST act, 2017 to be accompanied with the Technical Bid document. [Non Statutory Documents].
  - iii) Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co-op. Societies are required to submit as follows [Non Statutory Documents].
    - a) Valid registration certificate issued by the Co-operative Department.
    - b) Latest Audit report audited by Co-operative Department.
    - c) Latest Resolution copy of Annual meeting.
  - iv) The partnership firm shall furnish the registered partnership deed. [Non-Statutory Documents].
  - v) Any change of BOQ will not accepted under any circumstances.
  - vi) Joint Venture will not be allowed.
7. **Payment will be made according to the availability of fund from the concerned source. No claim, whatsoever, for delay in payment if any will be entertained.** Contractors are requested to quote their rates accordingly. Provisions in Clause(s) 7, 8, & 9 contained in W.B. Form No. 2911 (ii) so far as they relate to quantum and frequencies of payment are to be treated as superseded.
8. **No Mobilisation Advance and Secured Advance** will be allowed.
9. Agencies shall have to arrange equivalent land for installation of Plant & Machineries, (specified for each awarded work, storing of material, labour shed laboratory etc. at their own cost and responsibility.
10. Bids shall remain valid for a period not less than 120 (One Hundred Twenty) days from the last date of submission of Financial Bid/Sealed Bid submission.

11. Date & Time Schedule:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	<i>Publishing of Tender (Online)</i>	25.07.2019 at 9.00 A.M.
2	<i>Documents download/sell start date (Online)</i>	26.07.2019 at 9.00 A.M.
3	<i>Bid submission Start Date (Online)</i>	29.05.2019 at 9.00 A.M.
4	<i>Documents download / sell end date (Online) &amp; Bid Submission End Date (Online)</i>	12.08.2019 up to 4.00 P.M.
5	<i>Opening of Technical Proposal (Online)</i>	14.08.2019 at 04.00 P.M.
6	<i>Date of uploading the final list of Technically qualified bidders after disposal of appeals if any</i>	<i>After evaluation of Technical Proposal</i>
7	<i>Opening of Financial Proposal (Online)</i>	<i>To be notified at the time of uploading the Technical Qualified bidders (On line)</i>

12. There shall be no provision of Arbitration. Hence clause 25 of 2911(ii) is modified and replaced by the modified clause as per Finance Department, Audit Branch order no 8182-F(Y) dated 26.09.2012.

Earnest Money : The amount of Earnest Money is 2% (Two percent) of the Estimated Amount put to tender and the earnest money to be deposited through online as per Memorandum No.-3975-F (Y), dated- 28th July, 2016 of Finance Department, Audit Branch, Govt. of West Bengal.

**Note: No other forms of Earnest Money Deposit will be entertained.**

13. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense. Traffic management and execution shall be the responsibility of the Agency at his/her/their risk and cost.
14. The Intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. Managing Director, WBMSCL reserves the right to reject any application for Purchasing Bid documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.
15. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.
16. Prospective bidders shall have to execute the work in such a manner so that appropriate service level of the building/road under improvement is to be maintained during progress of work and a period of **05 (Five) year** from the date of successful completion of the work to the entire satisfaction of Engineer-in-Charge. If any defect/ damage is found during the period as mentioned above the contractor shall make the same good at his own expense to the specification or in default, the Engineer-in-charge may cause the same to be made good by other agency and deduct the expense (of which the certificate the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contract or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof. Retention towards **Security deposit amounting to 10% (Ten percent) (including 2% Earnest Money)** of the Billed amount shall be made by the Managing Director, WBMSCL from 1<sup>st</sup> R.A. Bill to Final Bill.
17. Refund of Security Deposit : The retention money (Security Deposit) will be refunded to the Agency in the following manner, provided that the Agency executed and completed the work and remedied any defects therein to the satisfaction of the Engineer-in-Charge and maintained the building/road as directed at above Para.  
For the D.L.P. of 03 (three) months : Full Security Deposit) shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.  
For the D.L.P. of 05 (five) years :  
(i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;  
(ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;  
(iii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work
18. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.
19. No **CONDITIONAL / INCOMPLETE TENDER** will be accepted under any circumstances.
20. In case of quoting rates no multiple lowest rate will be entertained by the Department.
21. The Managing Director, WBMSCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
22. During Scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
23. Before issuance of the work order, the tender inviting authority may verify the credential & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufacture or false in that case, work order will not be issued in favour of the tenderer under any circumstances.
24. If any discrepancy arises between two similar clause on different notifications, the clause as stated in later notification will supersede former one in following sequence:  
a. Form No. 2911(ii)  
b. NIT  
c. Special terms & Condition  
d. Technical bid  
e. Financial bid

## 25. Qualification Criteria:

The Tender Inviting and Accepting Authority will determine the eligibility of each bidders shall have to meet all the minimum criteria regarding :-

- a) Financial Capacity
- b) Technical Capability comprising of personnel & equipment capability
- c) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of upload documents in support of the minimum criteria as mentioned in a, b, c above. If any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice.

26. Contractor shall have to comply with the provisions of (a) The contract labour (Regulation Abolition) Act. 1970(b) Apprentice Act. 1961 and (c) minimum Wages Act. 1948 of the notification thereof or any other laws there to and the rules made and order issued there under from time to time.
27. Deduction of Tax shall be as below :
- Goods and Services Tax shall be deducted as per provision of GST act, 2017.
  - Cess @1 % ( One Percent) of the cost of construction works shall be deducted as per provision from the bills of the contractors on all contracts awarded on or after 01.11.2006 in pursuance with G.O. No.599A/4M- 28/06 dated 27.09.2006.
28. The successful bidders shall have to mandatorily obtain Labour License from the appropriate authority of the Government before starting the work and shall have to observe the relevant Acts and rules regarding liabilities arising out of the engagement of the workers required for the work. Any violation found in this respect will render the agency ineligible for payment for the work till the liabilities under the rules are cleared.
29. **(a) For Electrical items, the bidders must have one full time engaged supervisor having SCC parts 1,2,4,6a,7a & 11 or equivalent national Certificate. (b)Contractors shall have valid electrical contractor license from the Directorate of Electricity, Department of Power. (c)The prospective bidders shall have satisfactory completed as a prime agency during the last 5(five) from the date of issue of tender notice at least one work of similar nature of EI work under authority of State/Central Govt./State/Central Govt. undertaking/Statutory Bodies Constituted under the Statue of the State/Central Govt. and having a having magnititude of Rs. 1,02,16,467.00 (price updated @ 10% per annum, compoundable from the date of completion of work of the amount put to tender). (d) The prospective bidder must have at least one full time Graduate Electrical Engineer for Supervision of work as a site Engineer.**
30. **In case the intending bidder has no electrical papers of his own, then joint venture of civil and with electrical counterparts will be allowed for particular work through MOU (Memorandum of understanding) which should be notarized as per Court of Law and the same is to be documented through e-filing.**

*Sd/-*  
*Managing Director*  
**WBMSCL**

## **INSTRUCTION TO BIDDERS**

### **SECTION – A**

1. 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.

2. 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 web portal of public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

3. 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 tenderer DSC is given as a USB e-Token.

4. 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.

## 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 is 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 Proposal :

The technical Proposal should contain scanned copies of the following further two covers (folders).

#### A-1. Statutory Cover Containing

- i. Application (Sec-B, Form-I)
- ii. Structure and organization ((Sec-B, Form-II)
- iii. Experience profile for Co-operative Societies only (Sec-B, Form-III)
- iv. Mandate by the Payee for e-payment (Sec-B, Annexure-II)
- v. Tender form No. 2911(ii) & NIT (Download & upload the same Digitally Signed). Quoting rate will only encrypted in the given percentage B.O.Q (as per schedule of works in the form of annexure). under Financial Bid. **In case quoting any rate in 2911(ii) the tender liable to summarily rejected.**
- vi. Special terms, condition & specification of works.

#### A-2. Non statutory Cover Containing

Sl. No.	Category Name	Sub Category Description	Details
A.	<b>CERTIFICATES</b>	<b>CERTIFICATES</b>	Professional Tax (PT) deposit receipt challan for the year 2016-17, Pan Card, Income Tax Acknowledgement receipt for latest Assessment year, 15-Digit Goods and Services Tax payer Identification No. (GSTIN) under GST act, 2017.
B.	<b>COMPANY DETAILS</b>	<b>COMPANY DETAILS 1</b>	1. Registration Certificate under Company Act. (if any). 2. Registered Deed of partnership Firm/ Article of Association & Memorandum 3. Power of Attorney (For Partnership Firm/ Private Limited Company, if any) shall have to be registered in accordance with the provision of the Registration Act, 1908 as per No. 61/SPW/12 dtd. 08.06.2012 of the Secretary, P.W.Deptt., Govt. of West Bengal 4. Registration certificate issued by the co-operative department, latest audited report audited by Co-operative Department, latest resolution copy of Annual General Meeting are to be submitted by the Registered labour Co-Op(s), Engineers' Co.-Opt.(s)
C	<b>CREDENTIAL</b>	<b>CREDENTIAL 1 CREDENTIAL 2</b>	1. Credential for completion of at least one similar nature of work under P.W.D/ P.W.(R) Deptt./Zilla Parishad/Local boides/ Statutory bodies under Govt. of West Bengal having a magnitude of 40 (Forty) percent of the Estimated amount put to tender during the last 5(five) years prior to the date of issue of this NIT is to be submitted. Credential certificate should be issued by the concerned competent Authority. (Ref. Cl. No. 4(i) of this NIT (section-B, Form-III). In this regard please refer to Clause No. 05 of the aforesaid e-NIT
D	<b>MACHINERIES</b>	<b>MACHINERIES 1</b>	Upload machineries related document.

**Note:-Scanned copy of Original Credential Certificate as stated in 4(i) of NIT.**

Failure of submission of any of the above mentioned documents (as stated in A-1 and A-II) will render the tender liable to summarily rejected for both statutory & non-statutory cover.

### B. Tender evaluation

- i Opening of Technical proposal :- Technical proposals will be open by the Managing Director or his authorized representative electronically from the web site stated in Cl. No. 2 using their Digital Signature Certificate.
- ii Cover (folder) statutory (vide Cl. No. 6.A-1) should be open first & if found in order, cover(Folder) for non-statutory documents (vide Cl. No. 6.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iii Uploading of summary list of technically qualified tenderers
- iv Pursuant to scrutiny & decision of the Executive Engineer the summary list of eligible tenders & the serial

- number of work for which their proposal will be considered will be uploaded in the web portals.
- v While evaluation the Executive Engineer may summon of the tenders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection



### **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 (Presenting Above/Below/ At Par) online through computer in the space marked for quoting rate in the BOQ.
- ii Only download copies of the above documents are to be uploaded virus scanned & Digitally signed by the contractor.

6. **Penalty for suppression / distortion of facts** If any tenderer fails to produce f the documents (especially Completion Certificate) or any other documents on demand of the Managing Director, WBMSCL within a specified time frame or if any deviation is detected in the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 3 (three) years. In addition, his user ID will be deactivated and Earnest money deposit will stand forfeited Besides, the Department may take appropriate legal action against such defaulting tenderer as per I.T. Rule and penal measures of suspension and debarment of contractors may be taken as per Memorandum, bearing No.-547-W(C)/1M-387/15, Dated-16.11.2015 of Joint Secretary to the Govt. of West Bengal, P.W.D.

## **7. Rejection of bid**

The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of contract without thereby incurring any liability to the affected Bidder or Bidders 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 acceptance letter / Letter of Acceptance.

The Letter of Acceptance will constitute the formation of the contract.

The Agreement in W.B.F. No.- 2911(ii) will incorporate all agreements between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part of the Contract Document.

*Sd/-*  
**Managing Director**  
**WBMSCL**

**SECTION – B**

**FORM -1**

**APPLICATION**

**To**

**The Managing Director,  
West Bengal Medical Services Corporation Limited**

Ref:-Tender for \_\_\_\_\_  
(Name of work \_\_\_\_\_)

**N.I.T. No.: WBMSCL/NIT-67/2019, Dated – 16.07.2019**

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of (Name of Agency) \_\_\_\_\_ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter We understand that :

(a) Tender Inviting & Accepting/Engineer-in-Charge can amend the scope & value of the contract bid under this project.

(b) Tender Inviting & Accepting Authority/Engineer-in-Charge reserve the right to reject any application without assigning any reason.

**Encl:- e-Filling:-**

1. Statutory Documents
2. Non Statutory Documents

Date :-

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

**SECTION – B**

**FORM-II**

**STRUCTURE AND ORGANISATION**

**Name of applicant**

**Office Address Telephone**

**No. Fax No.**

**E-mail Address:**

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

**SECTION – B**

**FORM- III**

**EXPERIENCE PROFILE**

Name of the Firm:

D.1 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 of Agency	Name Location & nature of work	Name of E-I-C responsible for supervision of this work	Estimated Amount put to Tender in Indian Rs.	Contractual Rate	Date of Commencement	Schedule date of completion of work	Actual Date of completion of work	Reasons for delay in completion (if any)

**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

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



**SECTION –B**  
**ANNEXURE-I**  
**Mandate by the Payee for e-payment**

No.  
To  
Managing Director  
West Bengal Medical Services Corporation Limited,  
Slat Lake, Kolkata- 700091

Date :

**Subject : Payment through electronic mode.**

Sir,

I/we/am/ are giving option for availing the facility of e-payment. Kindly arrange to remit the amount to my/our Bank Account hereinafter. The details of my/our particulars are furnished below:

1. (a) Name of the Claimant/Payee/Recipient :  
(Capital letters)
- (b) Address :
- (c) Contract No. Land Line :                                      Mobile :
- (d) E-mail :
- (e) ID No. : \*\*    Nature of ID : \*\*
2. (a) Name of Bank :
- (b) Name of Branch with Bank Branch Code            :
- (c) Account Type: Savings/ Current / Cash Credit :
- (d) Bank Account No. [CBS allotted a/c no.]            :

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(e) Branch IFSC [11-digits]:                      

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(f) Branch MICR [9-digits]:                      

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The Bank particulars furnished above is correct and true.  
I/we hereby declare that I/we and my/our heirs and successors accept the liability of making good to Government the overpayment, if any, made to me/us under the scheme.  
I/we hereby authorize ..... Branch (name of the branch) of the \_\_\_\_\_ Bank to receive amount on my/our behalf for credit to my/our account as stated above and further authorize that the receipt of credit given by the bank for the amount of my/our account shall be treated as legal quittance.

Yours faithfully,  
  
(Signature of the Claimant/Payee/Recipient)

(To be accepted by the Head of Office)  
  
Date :

Managing Director  
WBMSCL

B.(a) ID No. & Nature of ID: ID No. (i) For individual: It should be Voter Card, Adhar Card or PAN Card or any other Identity Card issued by the State Government/Central Government/Government Autonomous Bodies/ Local Bodies, (ii) For Autonomous Body/ Firm/ Company: Registration No. or PAN/ TAN Number or Trade License.  
(b) Verification of Bank Particular : Copy of the 1<sup>st</sup> page of the Pass-Book along with a copy of cancelled cheque or certified by the concerned Bank-branch.

## SECTION – C

### Special terms and conditions

General :

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned either in—

(i) 'Departmental Schedule', which means the Public Works Department Schedule of Rates for Building Works, S&P works, Road works, Bridge & Culvert Works and Carriage etc. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any, issued by the Superintending Engineer, Bridge Planning Circle, or in

(ii) Latest edition of the book of name 'Specification for Road and Bridge Works' of the M.O.R.T. & H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works. For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid two specification books, relevant Public Works Department Schedule of Rates for Building Works and Materials & Labour in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concern State Highway Circle at the time of submission of tender for the working area will be considered.

Terms & Conditions in extended period :

As Clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge against proper reasoning's, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.

Co-operation with other agencies and damages and safety of road users :

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to road or any property which, in the opinion of the Engineer-in-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

Transportation arrangement

The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have arrange wagons at his own initiative so that progress of work will not hamper and no claim whatsoever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider his aspect while quoting rate. All risks on accounts of Railway of road carriage including loss or damages of vehicles, materials or labour will have to borne by the contractor

Incidental and other charges:

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry

charges, Toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also Income Tax, Octroi Duty/Terminal Tax, Goods and services Tax as per GST act 2017, etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up to the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

Authorized Representative of Contractor:

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorized representative in respect of one or more of the following purpose only.

- a) General day to day management of work.
- b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

The selection of the authorized representatives shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorized for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall not be bound to assign any reason for his revised directions. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor, himself.

Power of Attorney:

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department shall not be bound to take cognizance of such of attorney

Extension of time:

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of W.B.F. No.2911 (ii).

Contractor's Godown :

The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these godowns or for the store yard. The Engineer-in-Charge or his representative shall have access for supervision of Departmental materials in their up keepment in contractor's godown. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately to remove from the site by the contractor as per directed of the Engineer-in-Charge.

Arrangement of Land:

The contractor will arrange land for installation of his Plants and Machineries, his godown, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Engineer-in-charge.

Use of Government Land:

Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-charge will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Engineer-in-charge. The contractor shall make his own arrangements for storage of tools, plant, equipments; materials etc. of adequate capacity and shall clear and remove on completion of work and shed, huts etc. which he might have erected in Government land. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

Work Order Book:

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order Book to Sub-Divisional Officer/Assistant Engineer Concerned, who is authorized to receive and keep in custody the Work Order Book on behalf of the Engineer-in-Charge. The Work Order Book shall be kept at the site of work under the custody of Sub-Divisional Officer/Assistant Engineer or his authorized representative. The Work Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Work Order Book (except when such directions or instructions



are given by separate letters). The contractor or his authorized representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorized representative may take away the triplicate page of the Work Order Book for his own record and guidance. Cases of supplementary items or of claims may not be entertained unless supported by entries in the Work Order Book or any written order from the Tender

Accepting Authority.

The first page of the Work Order Book shall contain the following particulars:

- a) Name of the Work Page
  - b) Reference to contract number
  - c) Contractual rate in percentage
  - d) Date of opening of the Work Order Book
  - e) Name and address of the Contractor
  - f) Signature of the Contractor
  - g) Name & address of the Authorized representative (if any of the contractor authorized by him)
  - h) Specific purpose for which the contractor's representatives is authorized to act on behalf of the Contractor.
  - i) Signature of the authorized representative duly attested by the Contractor.
  - j) Signature of the Sub-Divisional Officer/Assistant Engineer concerned.
- k) DATE OF ACTUAL COMPLETION OF WORK.
- l) DATE OF RECORDING FINAL MEASUREMENT.

Entries in (k) & (l) above shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the Sub-Divisional Officer/Assistant Engineer.

Supplementary / Additional items of Works:

Notwithstanding the provisions made in the related printed tender form any item of the work which can be legitimately be considered as not stipulated in the specific price schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor, if so directed by the Engineer-in-Charge and the rates will be fixed with manner as stated below: -

(a) Rate of supplementary items shall be analysed to the maximum extent possible from rates of the allied items of work appearing in the P.W. Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of N.I.T.

(b) In Case, extra items do not appear in the above Public Works Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of N.I.T.

(c) In case, addition items do not appear in the above Public Works Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of N.I.T.

(d) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed.

Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a) & (b) stated above only.

It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

Covered up works :

When one item of work is to be covered up by another item of work the latter item shall not be done before the former Item has been measure up and has been inspected by the Engineer-in-Charge or the Sub-Divisional officer / Assistant Engineer, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.

Approval of Sample:

Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-Charge and checking the quality of such materials shall have to be done by the concerned Department or as directed by Engineer-in-Charge prior to utilization in the work.

**Water and energy :**

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in different stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained. All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

**Road opened to traffic:**

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programmed of work must be as adjusted as would not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such injury or accident, if so happens, as per opinion of the Engineer-in-Charge, due to contractor's fault in compliance with any of such obligations. Suitable road sign as and where necessary should be provided by the contractor at his own cost as per direction of the Engineer-in-charge and shall also be maintained till the completion of the work. Road barriers with red light at night are to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor without any extra claim towards department.

**Drawings:**

All works shall be carried out in conformity with the drawings supplied by this Department, if any. The Contractor shall have to carry out all the works according to the departmental General Arrangement Drawing and Detail Working Drawings to be supplied by the Department from time to time, if any.

**Serviceable Materials:**

The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to the Engineer-in-charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recovered from the contractor's bill at rates as will be assessed by the Engineer-in-charge.

**Unserviceable Materials:**

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.

**Contractor's risk for loss or damage:**

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.

**Idle labour & additional cost:**

Whatever may be the reason no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.

**Charges and fees payable by contractor:**

a) The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law.

b) The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark or name of other protected write in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

#### Issue of Departmental Tools and Plants:

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost; all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor. Road roller will be supplied by this department if spare able.

#### Realization of Departmental claims:

Any some of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

#### Compliance of different Acts:

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in- Charge or Superintending Engineer of the concern Circle of P.W. (Roads) Directorate may at his discretions, take necessary measure over the contract.

The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall be bound to furnish the Engineer-In-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer- in-Charge may at his discretion take necessary measures over the contract.

#### Safety, Security and Protection of the environment:

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department.
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- (d) ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

#### **Programme of work:**

Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In- Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

#### **Setting out of the work:**

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-in- Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor from their responsibility for correctness and rectification thereof.

The contractor is to provide all instruments, appliances, labour and materials required for setting out of the works any for the use of an attendance upon the E.I.C. and / or his representative whenever required for any purpose in the connection with the work.

#### **Precautions during works:**

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is

found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.

### **Testing of qualities of materials & workmanship:**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate

#### Timely completion of work:

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

#### Procurement of materials:

All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorized and approved source.

#### Rejection of materials:

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account

#### Damaged cement:

Any cement lying at contractor's custody which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by Engineer-in-Charge at the costs and expenses of the contractor.

#### Force Closure:

In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.

#### Tender Rate:

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. No conditional rate will be allowed in any case.

Delay due to modification of drawing and design:

The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the work and due to non-delivery of the possession of site, if any.

Working time:

The contractor may take up the work at night, if desired with the permission of the E.I.C. but such night work shall not normally extend beyond 8 P.M. The contractor shall also take up work at night in addition to day work if the E.I.C. shall so require by giving a notice in writing, for proper progress of work and for such periods and hours as he may specify. If ordered as permitted to work at night the contractor shall provide sufficient and satisfactory lighting arrangement. Separate set of labour must be arranged for night work. No extra payment facilities and for fresh set of labour engaged.

Employment:

In addition to his other establishment, the contractor must have in his employment for the particular work:

- I) One Degree or Diploma holder in Civil Engineering for works costing above Rs. 50000/= to Rs.200000/=
- II) One Degree holder in Civil Engineering for works costing above Rs. 200000/= to Rs. 1000000/=
- III) One Degree & one Diploma holder in Civil Engineering for works costing above Rs. 1000000/= upto any limit.

The above condition is applicable to all contractors irrespective of the fact whether he himself is a degree or diploma holder or not

Additional Conditions:

A few additional conditions under special terms and conditions:

Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.

Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chainage of the work-site with aluminium plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.

The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.

Deep excavation of trenches and left out for days shall be avoided.

Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate

Income Tax Will be deducted from each bill of the contractor as per applicable rate and rules in force.

In accordance with the West Bengal Taxation Laws, necessary Goods and Services Tax under GST act, 2017 will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

Payment of Bills : As mentioned in the NIT

Refund of Security Deposit : As mentioned in the NIT.

Arbitration : As mentioned in the NIT

Any intending bidders who have failed to execute more than one works contract under of this Department and was terminated by any rule under clause 3 of Tender Form No 2911 or terminated under any clause of Standard Bidding Document by the Executive-in-charge/ Employer during last 3(three) years will not be eligible to participate in any bid under any Directorate under this Department for another 2(Two) years from the date of imposition of last termination notice by the Executive-in-charge/ Employer

Any intending bidders who have failed to deposit Earnest Money (In Original hard copy) after being declared as lowest bidder in e-tender of any works under Bankura Highway Division during the current financial year will not be eligible to participate in this tender.

*Sd/-*  
**Managing Director**  
**WBMSCL**