

West Bengal Medical Services Corporation Ltd [WBMSCL]

QUOTATION DOCUMENT

FOR

Topographical Survey in connection with work for proposed Uluberia Medical College in the state of West Bengal at Jaduberia Mouza (J.L No.- 88 & LR Khatian No.- 1837/1) and Uluberia SD Hospital under Latipur Mouza (J.L No.- 433 & LR Khatian No.- 1/4) in the District of Howrah.

QUOTATION NO: WBMSCL/NIQ – 14 /2019

Dated:- 22/ 01/2019



Address: Swasthya Sati Building, Swasthya Bhavan Complex GN 29 Block,

Sector V, Kolkata, West Bengal 700091

Email – info@wbmsc.gov.in

Website: www.wbmsc.gov.in

WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED

(Wholly Owned by the Government of West Bengal)

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

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

NAME OF WORK: Topographical Survey in connection with work for proposed Uluberia Medical College in the state of West Bengal at Jaduberia Mouza (J.L No.- 88 & LR Khatian No.- 1837/1) and Uluberia SD Hospital under Latibpur Mouza (J.I No.- 433 & LR Khatian No.- 1/4) in the District of Howrah.

NOTICE INVITING QUOTATION

Bid Reference No: WBMSCL/NIQ-14 /2019

Dated – 22/01/2019

Managing Director, West Bengal Medical Services Corporation Limited, Swasthya Sathi, GN-29, Sector-V, Kolkata - 700 091, invites sealed quotation from reliable, resourceful, experience and bonafied firm having experience in similar nature of work who may be found eligible after scrutiny of the credential to be submitted as per particulars given below and will be received by the Office of the Managing Director West Bengal Medical Services Corporation Limited, Swasthya Sathi for the work " **Topographical Survey in connection with work for proposed Uluberia Medical College in the state of West Bengal at Jaduberia Mouza (J.L No.- 88 & LR Khatian No.- 1837/1) and Uluberia SD Hospital under Latibpur Mouza (J.I No.- 433 & LR Khatian No.- 1/4) in the District of Howrah.**"

The details may be available at Notice Board of WBMSCL & website www.wbmsc.gov.in on 03.08.2018.

Location	Jaduberia Mouza (J.L No.- 88 & LR Khatian No.- 1837/1) and Uluberia SD Hospital under Latibpur Mouza (J.I No.- 433 & LR Khatian No.- 1/4) in the District of Howrah
Bid Security/EMD	The quotationer will have to deposit earnest money Rs.5,000.00 (Rupees. Five Thousand) only (In the form of DD from a scheduled bank drawn in favour of "West Bengal Medical Services Corporation Ltd") for participate in tender.
Security Deposit	10% of the contract amount to be deducted from the Bill.
Releasing of Security Deposit	Six Months from the date of completion of work.
Last date of Submission of quotation	07.02.2019 Up to 02:00 PM
Date of opening of quotation	07.02.201 at 03:00 PM
Validity of quotation	60 days from the date of submission of quotation
Time allowed for completion of work	20 days. The day will be counted after 7th days from the date of issue of work order

Eligibility of participating bidder	West Bengal Medical Services Corporation Ltd, Swasthya Sathi, GN -29 , Sector – V, Salt Lake, Kolkata – 700091. 3
Bid opening Venue	West Bengal Medical Services Corporation Ltd, Swasthya Sathi, GN-29, Sector – V, Salt Lake, Kolkata – 700091.
Special Terms and Condition	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.

Prospective bidders are requested to submit the bid in a sealed cover addressed to the Managing Director, West Bengal Medical Services Corporation Ltd, Swasthya Sathi, GN -29 , Sector – V, Salt Lake, Kolkata – 700091 within the stipulated date & time. Submission of tender through Post will not be accepted. Tender has to be submitted by the agency or his authorized representative. At the time of opening the owner of the agency or his authorized representative may present.

Bidders are instructed to submit their bid consisting of two sealed envelope called “Qualifying Bid” & “Financial Bid”.

Sd/-
Managing Director
WBMSCL

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

The Qualifying Bid shall comprise the following: -

- a. PAN No.
- b. PT.
- c. IT Return for the last three years.
- d. Experience in similar field.

The Financial Bid shall comprise the following:

Applicable Rate Schedules as per printed format on the letter head of the intending bidder.

(Rate must be given in the format “A” provided below, on the letter head of the intending bidder. Rate must be inclusive of all taxes, charges in respect of all the sites/location. Any taxes, charges etc shown separately will not be considered. Rate Quote in any other format will be treated as cancelled).

Comparison of financial bid will be based on total amount of the Format - A.

Each bidder is to quote total amount and item wise breakup rate for the site/location in (Format ‘A’). The selected bidder has to take part in Topographical Survey for the sites.

A bidder shall have to furnish signed "Financial Bid" on their letter head. The financial bid of only of those bidders will be opened who meet all the requirements of the technical bid.

Failing to fulfil the requirements and eligibility criteria set in the quotation will make the bidders Bid invalid. WBMSCL reserves the right to cancel or reject any or all of the Bids without assigning any reason whatsoever.

Sd/-
Managing Director
WBMSCL

NOTE:

1. The right to accept the lowest or any other quotation rests with WBMSCL
2. Interested bidders can inspect / visit the site to assess the site conditions
3. Any updates on this quotation will be published only in WBMSCL website.

**Sd/-
Managing Director**

West Bengal Medical Services Corporation Ltd is entrusted for **Topographical Survey in connection with work for proposed Uluberia Medical College in the state of West Bengal at Jaduberia Mouza (J.L No.- 88 & LR Khatian No.- 1837/1) and Uluberia SD Hospital under Latibpur Mouza (J.I No.- 433 & LR Khatian No.- 1/4) in the District of Howrah.**

West Bengal Medical Services Corporation Ltd intends to verify and update the record of the entire land available for the campus including all the existing and proposed facilities. Hence it is proposed to conduct a detailed topographical survey for the entire area (approx: 20.53 Acre) occupied for the Campus as per the attached scope of work, Technical Specifications and General Conditions.

1. Detailed Scope of Work

The scope of work consists of the following:

Clearing the area (without cutting any trees) as required for the smooth surveying of the land as per the specifications, Conducting detailed topographical survey of the proposed area of **22.62 Acres** (approximately), using total station by taking spot levels at 10m x 10 m grid or at every change in terrace whichever is smaller at the area marked and locating all physical features in the area. All roads have to be marked and wherever the land profile is in a terraced form, the levels of each terrace on both edges to be taken and the width of each terrace to be marked clearly in the drawings. All levels are to be connected to a permanent bench mark available near the area, Erecting grid pillars indicating Reduced Level and Coordinates as specified.

Preparation and submission of topographical drawings showing all boundary details and measurements indicating all buildings, structures, foundations, supports, rivers, streams, drains, towers etc and salient features of the ground. Existing plinth level in the buildings level in open areas, located within the area to be surveyed, shall also be indicated in the details, Preparation of contour maps showing reduced levels at 10 m intervals or at points where abrupt changes are noted with contours of 2m interval. Reduced levels of the existing roads, along the centre line, at 15 m interval are also to be shown, Buildings, drains, canals, water bodies, trees, fencing / compound wall, retaining walls, over head power lines, pipes, bore wells, all foundations above ground level, etc. to be noted in the survey map.

This is not conclusive and any other items of work as provided in the schedule of Items of work and items which are required for the satisfactory completion of the work shall be under the scope of the Contractor.

CONDITIONS OF QUOTATION

1. ACCEPTANCE / REJECTION OF QUOTATIONS :

WBMSCL reserves the right to accept or reject any quotation in whole or in part without assigning any reason. Incomplete and late quotations are liable to be rejected.

2. VALIDITY :

All quotations must be valid for a period of from the date of opening of the quotation, unless otherwise specified in the NIT.

The quotation for the works shall remain open for acceptance for a period of Three Months from the date of opening of Technical bid. If any quotationer withdraws his quotation before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the quotation which are not acceptable to the WBMSCL, then the WBMSCL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money as aforesaid. Further the quotationers shall not be allowed to participate in the retendering process of work.

3. EARNEST MONEY DEPOSIT (EMD) :

The Earnest Money Deposit amount for this quotation is as specified in the Notice Inviting Quotation and it shall drawn by only successful bidder from Scheduled Banks in favour of WBMSCL, Payable at KOLKATA.

4. TIME SCHEDULE :

The time allowed for carrying out the work is 20 (Twenty) days. Any request for revision in time schedule or any other terms of quotation after quotation opening will not be allowed.

5. COLLECTION OF DATA :

The Quotationer shall visit the site and acquaint himself fully of the site conditions. The Quotationer shall also satisfy himself about the availability of labour, likely labour demands, problems of weather conditions, infra structural facilities etc. No claims whatsoever will be entertained on the plea of ignorance or difficulties involved in the execution of study.

6. LETTER OF INTENT (LOI):

In the event of WBMSCL issuing to quotationer a "Letter Of Intent" conveying their decision to accept the quotation along with all Schedules, subsequent correspondences, minutes of meetings of discussions, the quotationer shall commence execution of work in full earnest.

7. SIGNING OF THE CONTRACT :

The successful quotationer shall execute a contract agreement immediately on receiving LOI / Work order by WBMSCL.

In the event of failure on the part of the successful quotationer to sign the agreement the EMD will be forfeited.

8. CHANGE IN CONSTITUTION :

Any Change in constitution of Contractor's firm must be done only with prior information to WBMSCL.

INSTRUCTIONS TO BIDDERS

1.0 SCOPE OF WORK

WBMSCL, Kolkata, West Bengal, intend to verify and update the record of the entire land available for the campus including all the existing and proposed facilities. Hence it is proposed to conduct a detailed topographical survey for the entire area (approx: 22.62 Acre) occupied for the Campus as per the attached scope of work, Technical Specifications and General Conditions.

2.0 ISSUE OF QUOTATION DOCUMENTS

The quotation can be downloaded from websites: 1) www.wbmsc.gov.in.

3.0 SUBMISSION OF QUOTATION

Quotations shall be submitted in **Two Parts, Part- I & Part- II** in separate sealed covers

3.1 Part- I shall contain 2 Envelopes

Envelope-1 (Quotation document fee).

Envelope-2 (Complete set of Quotation documents duly signed and stamped on all pages by authorised signatory, All supporting documents for Bidder Qualifying Criteria along with other Details / Documents as mentioned elsewhere in “Condition of quotation and instruction to bidders”) Envelopes 1 and 2 shall be placed in a big cover, sealed super scribing **PART – I**, indicating the Quotation No., Due date, Name of work and Name of the Applicant.

3.2 Part- II (Price Bid)

This Envelope shall contain the Price Bid as per format given sealed super scribing **PART - II (Price Bid) Not to be opened**, indicating the Quotation No., Due date, Name of work and Name of the Applicant.

3.3 Both PART- I & PART-II shall be placed in a big cover, properly sealed and super scribing Quotation No., Due date, Name of work and Name of the Applicant. Addressed to Managing Director WBMSCL, Swasthya Sati Building, Swasthya Bhavan Complex GN 29 Block, Sector V, Kolkata, West Bengal 700091.

3.4 Submission of tender through Post will not be accepted. Tender has to be submitted by the agency or his authorized representative. At the time of opening the owner of the agency or his authorized representative may present.

4.0 Documents for PART - I (Pre-qualification Quotation)

4.1 This section shall consist of the following documents without fail:

- a. Undertaking by Bidder for Unconditional Acceptance of quotation as per Annexure A
- b. GCC- Affidavit on non-judicial stamp paper of ₹ 100/- as per Annexure-B.
- c. Power of Attorney of the person for signing / submitting the quotation.
- d. All papers of all the Corrigendum (if any) duly signed by the authorized person.
- e. Valid Goods and Services Tax registration/ EPF registration / PAN Card
- f. Complete set of quotation documents downloaded from the site duly signed and sealed on all pages.
- g. Certificate of Financial Turn over : Copies of Annual Reports / Audited accounts for the last three years (2015-16, 2016-17 & 2017-18) including Balance sheet, Profit & Loss account, Schedules, Notes on accounts, Auditors report, Directors report etc., if the company is a listed one, otherwise Chartered Accountant certified original / Gazetted officer attested copies of the above documents shall be submitted along the offer.
- h. Detailed programme of work in PERT or BAR CHART form.
- i. Complete technical details and description of the work covered by the Quotation as proposed to be undertaken by the Quotationer.
- j. All supporting documents to meet Bidder Qualification Criteria (Original / Notary / Gazetted officer attested copies of work order / award letters, completion certificates, accreditation letters, experience certificates, proof of technical expertise, etc) as specified in the Notice Inviting Quotation shall be submitted.

4.2 Late quotations are likely to be rejected and will be returned unopened or lie at the sole discretion of WBMSCL.

4.3 Bidders are advised to submit quotation based strictly on the terms and conditions and other schedules contained in this quotation document and not stipulate any deviations. All attachments to this quotation document as applicable will become part of any resulting contract.

- 4.4 No pages of the quotation document downloaded from **www.wbmsc.gov.in** shall be removed or altered and the whole set of Quotation Document as downloaded must be submitted duly filled in and signed by the Quotationer. Failure to comply with this requirement may result in summary rejection of the quotation. The Quotationer shall sign & seal on all pages of the Quotation.
- 4.5 Completeness of Scope of Work: Quotations shall be for the complete scope of work as described in the Quotation Document, without any exclusions. Only those quotations who meet this requirement will be considered for award of the contract.
- 4.6 The Quotationer is responsible for properly estimating the difficulty and cost of the work. The Quotationer may request and obtain from all concerned sources/authorities the clarification of items that require additional definition prior to submitting the proposal. Questions on clarifications required from WBMSCL shall be submitted in writing.
- 4.7 The Quotationer is deemed to have visited the site and familiarized himself thoroughly with the site conditions.
- 4.8 The quotationer shall bear all costs associated with the preparation and submission of his quotation and further clarifications as needed including participation in discussions at WBMSCL shall in no case be responsible or liable for such costs regardless of the outcome of the quotation evaluation.
- 4.9 Any updates of the quotation / Amendments to the quotation documents will be published only in WBMSCL's website prior to the date of submission of quotations for the purpose of clarification and / or reflecting modifications in the requirements in the quotation, which shall be complied with by the quotationer.
- 4.10 Prices shall be quoted both in figures and words.
- 4.11 WBMSCL shall proceed with evaluation of the Pre-qualification quotations and /or Technical & Commercial quotations based on documents as received with each quotation and shall not be obliged to call for any missing documents. Quotationers are requested, in their own interest, to ensure that their quotations are complete in all respects containing all requested documents and those who do not comply with this requirement would be doing so at their risk.
- 5.0 PRICING**
- 5.1 Bidders base quotations must conform in all respects with the enclosed specifications, drawings, terms & conditions and other schedules enclosed herein.
- 5.2 The unit rate quoted will form the basis of compensation even if the scope of work is altered or vary within the stipulated comparison period.

5.3 Bidders are requested to quote firm prices / rates valid through the completion period and no escalation in prices / rates whatsoever will be permitted.

5.4 In case Bidder modifies his rates / prices before placement of order, his offer is likely to be disqualified.

5.5 All taxes and duties **shall be included in the quoted prices**. No increase in taxes, duties (ie. Goods & Services Tax, Excise duty etc.) shall be admissible. **Goods & Service tax, if any, shall be quoted separately and it will be paid as extra, as per Service Tax Rules.**

6.0 EVALUATION OF QUOTATIONS

6.1 The following conditions shall be considered in the evaluation of quotations:

- a. Agreement with terms and conditions and schedules of enquiry documents.
- b. Price
- c. Delivery / Completion period
- d. Experience with the same or similar works for the intended services
- e. Bidder's resources (Finance, man-power, etc.) under possession for satisfactory execution of WORK.

6.2 Bidders are expected not to take any deviations from the payment terms indicated in the quotation documents.

7.0 BID OPENING

PART-I quotations shall be opened first and evaluated. PART-II quotations of only those quotationers who are qualified for the job after evaluation of Part-I quotations will be opened later. The date and time of opening of Part-II quotations shall be intimated to the quotationers. Those who wish to attend the opening of Par-II quotations may do so.

8.0 CLARIFICATIONS

If quotationer is in doubt as to the true meaning of any part of the quotation document he shall notify WBMSCL immediately from the date of issue of the quotation document in the form of a detailed questionnaire clearly listing out the document, page and clause required. WBMSCL shall endeavor to furnish replies there to as early as possible. No claim shall be entertained subsequently on the grounds of insufficient knowledge at the time of submission of quotation.

9.0 PROGRAMME OF WORK

Bidder is requested to furnish along with his bid a detailed programme of work high -lighting all important milestones to accomplish satisfactory completion of WORK within the stipulated completion period.

10.0 CONSTRUCTION UTILITIES

The Contractor shall make his own arrangements for Water and Electricity required for the required work.

11.0 ACCOMMODATION

It will not be possible for WBMSCL to provide land or any facilities for residential accommodation for staff and labour of the CONTRACTOR.

12.0 SITE VISIT BY BIDDER

Bidder is advised to visit the job site to collect any further information/ data which he thinks useful for bid purpose. WBMSCL Engineers / Officers will provide all assistance to the bidder for the above.

13.0 LANGUAGE AND UNITS

The quotations must be submitted in English Language and the units of measurement will be in metric system

14.0 CORRECTIONS

All corrections and alterations in the entries of quotation papers shall be signed in full by the quotationer with date. No erasures or overwriting, are permissible. If any discrepancies are found between the values given in words and figures of the rates quoted between the rate and amount shown in the quotation, the following procedure shall be followed:

- a. When there is a difference between the values of rate quoted in figures and words, the value which corresponds to the amount worked out by the quotationer shall be taken as correct.
- b. When the values of rate quoted by the quotationer in figures and words tally, but the amount is incorrect, the rate quoted by the quotationer shall be taken as correct.
- c. When it is not possible to ascertain the correct rate as prescribed above the rate in words shall be deemed correct.

15.0 AUTHORISED REPRESENTATIVE OF QUOTATIONER

The quotation must contain the name, address, place of business of person or persons making the quotation and shall be signed by quotationer with his usual signature with seal of the company. Partnership firms shall furnish the full name of all the partners. It should be signed in the partnership's name by all the partners or by duly authorised representative followed by the name and designation of the person signing. A copy of constitution of the firm with names of all partners shall be furnished. Quotation by a Corporation shall be signed by an authorised representative and a Power of Attorney in that behalf shall accompany the quotation.

16.0 AWARD OF CONTRACT

Contract will be awarded by WBMSCL to the quotationer whose quotation has been determined to be responsive and who has offered the lowest evaluated price provided that the Quotationer so selected for award has the capacity and resources to carry out the contract as judged by WBMSCL. Notwithstanding the above, WBMSCL reserves the exclusive right to accept or reject any or all quotations without any obligation or liability whatsoever to any of the quotationer.

17.0 SAFETY AND SECURITY

The contractor shall strictly observe all safety precautions and security regulations of WBMSCL and shall comply with the instructions of the Engineer-in-Charge or his deputies in this regard. (Please refer the Safety practices).

18.0 CORRESPONDENCE

All correspondence with respect to this quotation inquiry must be addressed to:

Attn. Managing Director

WEST BENGAL MEDICAL SERVICE CORPORATION,

Swasthya Sathi Building, Swasthya Bhavan Complex GN 29 Block,

Sector V, Kolkata, West Bengal 700091

e-mail : info@wbmsc.gov.in

GENERAL CONDITIONS OF CONTRACT (GCC)**QUOTATION NO. WBMSCL/NIQ – /2019**

NAME OF WORK: Topographical Survey in connection with work for proposed Uluberia Medical College in the state of West Bengal at Jaduberia Mouza (J.L No.- 88 & LR Khatian No.- 1837/1) and Uluberia SD Hospital under Latibpur Mouza (J.L No.- 433 & LR Khatian No.- 1/4) in the District of Howrah.

1.0 SCOPE OF WORK:

Clearing the area (without cutting any trees) as required for the smooth surveying of the land as per the specifications, Conducting detailed topographical survey of the proposed area of 22.62 Acres (approximately) using total station by taking spot levels at 10m x 10 m grid or at every change in terrace whichever is smaller at the area marked and locating all physical features in the area. All roads have to be marked and wherever the land profile is in a terraced form, the levels of each terrace on both edges to be taken and the width of each terrace to be marked clearly in the drawings. All levels are to be connected to a permanent bench mark available near the area, Erecting grid pillars indicating Reduced Level and Coordinates as specified.

Preparation and submission of topographical drawings showing all boundary details and measurements indicating all buildings, structures, foundations, supports, rivers, streams, drains, towers etc and salient features of the ground. Existing plinth level of all buildings, located within the area to be surveyed, shall also be indicated in the details, Preparation of contour maps showing reduced levels at 10 m intervals or at points where abrupt changes are noted with contours of 2m interval. Reduced levels of the existing roads, along the centre line, at 15 m interval are also to be shown, Buildings, drains, canals, water bodies, trees, fencing / compound wall, retaining walls, over head power lines, pipes, bore wells, all foundations above ground level, etc. to be noted in the survey map.

This is not conclusive and any other items of work as provided in the schedule of Items of work and items which are required for the satisfactory completion of the work shall be under the scope of the Contractor.

2.0 THE CONTRACTOR TO INFORM HIMSELF

The Contractor is supposed to have a clear idea of the nature of work, probable area of operation, working space, leads, restrictions, labour situation with respect to availability, working hours, wages, benefits, terms of services, Statutory obligations such as remittances towards ESI, PF, Methodology for obtaining permission/clearance etc. No claim on the grounds of ignorance of the above conditions or change in above conditions will be entertained by the Company at any stage. Additional information, if any, required may be collected from the Office of the WBMSCL.

3.0 RATES:

3.1 The accepted rates shall be for all operations as per the Schedule of Items of Work and are inclusive of all labour charges such as daily wages, holiday wages, overtime wages, leave wages, canteen subsidy, bonus, retrenchment benefits, incidental charges, profits etc. and for fulfilling all statutory obligations such as remittances towards ESI, PF, etc. It shall also include elements of accident and medical expenses of labour, if required.

3.2 The rates shall be firm till the completion of the work including the extended period, if any, and no claims for revision of rates on any account shall be entertained. Also no claims due to any variation of individual quantities will be entertained.

4.0 ISSUE OF DEPARTMENTAL MATERIALS

No materials will be issued by OWNER for this work.

5.0 EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD)

5.1 Only successful quotationer shall be accompanied by an Earnest Money Deposit of Rs. 5,000/- in the form of DD / Pay Oder or Banker's Cheque . No interest shall paid to the EMD remitted by the quotationer. EMD of successful bidder will be released once the SD is submitted.

5.2 The Security Deposit for the work will be 10% of the Contract Value. The Security Deposit shall be remitted immediately on receipt of the Letter of Intent/ Work Order in the form of in the form of DD / Pay Order or Banker's Cheque drawn from Scheduled Banks in favour of WBMSCL, Payable at Kolkata Bank Guarantee as per Schedule L- 4. No interest shall paid to the SD remitted by the contractor.

6.0 MAINTENANCE PERIOD AND REFUND OF SECURITY DEPOSIT

The Security Deposit will be released to the Contractor after completion of the entire scope of work, completion of all requirements and fulfilling all obligations of the contract and clearing dues if any and recommended by the Engineer-in-charge.

6.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- 6.1 The total period for completion of the work will be ONE MONTH from the letter of Intent / Work order.
- 7.2 If the works are delayed due to reasons attributable to WBMSCL or due to force majeure conditions, the contractor will be given suitable extension of time but, will not be eligible for any other claims or compensation.
- 7.3 If the work is delayed due to reasons attributable to the contractor, liquidated damage for delay will be recovered from the contractor at the rate of 0.5% (Half percent) of the Contract Value per week of delay, subject to a maximum of 7.5% of the Contract Value.
- 7.4 If in the opinion of the Engineer-in-Charge, the works are unduly delayed, WBMSCL will have the right to get such delayed items of work executed through any other agency of their choice at the risk and cost of the contractor.

8.0 **PAYMENT TERMS**

Payment terms shall be as per Schedule- G

9.0 **EXTRA ITEMS**

If any extra item of work is found necessary during the course of execution, the Contractor shall carry out such works also as per the instructions of the Engineer-in-Charge. The rates for such items will be worked out in the following manner

- i) Based on allied items in the Contract.
- ii) Based on FACT Schedule of Rates or latest revision if any, adding there to or deducting there from the quotation variation or
- iii) Based on actual if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges plus a margin of 10% to overheads and profit will be paid to the Contractor. For working out rates on the basis of actual the Contractor shall produce documentary evidence of various expenses incurred by him and details such as labour engaged, materials purchased, etc. shall be reported to Engineer-in-Charge as and when such expenditures occurred.

10.0 **SAFETY AND SECURITY**

The contractor shall strictly observe all safety precautions and security regulations invouge and shall comply with the instructions of the Engineer-in-Charge or his deputies in this regard.

11.0 **TERMS OF ENGAGING LABOUR**

The contractor shall observe all statutory labour laws / regulations and shall be responsible for all obligations under ESI Act, P. F. Act.

12.0 TECHNICAL SUPERVISOR

The Contractor shall appoint full time technical supervisors, as required and approved by the Engineer-in-Charge. He will be responsible for the proper conduct of the work. The instructions given to him or to any other authorised persons of the Contractor shall be considered as instructions given to the Contractor. The technical supervisor or an authorised agency shall be available at site during all working hours throughout the contract period to receive instructions from the department.

13.0 Materials, specifications of work, measurements and any other conditions not mentioned herein shall be as per relevant Indian Standards specifications, codes, regulations, laws etc., or as directed by the Engineer-in-Charge.

14.0 DISPUTES

15.0 In case of emergencies, the Contractor shall arrange work beyond the normal working hours as per instructions from the Engineer-in-Charge and no extra payment will be considered for such work.

16.0 The Contractor shall take care to see that none of the existing facilities, other Contractor's properties etc., is damaged due to carelessness on his part or on the part of his workers. If such damages occur the company will have the right to recover such damages from the Contractor. In case of any disputes regarding rates for extra items and other claims, it shall be referred to the Managing Director, WBMSCL and his decision shall be final and binding on both parties.

17.0 Contractors shall use only calibrated test equipment / instruments for the works and that valid calibration /test certificates shall be available for all such instruments.

18.0 The Contractor shall extend all facilities to WBMSCL staff for inspection/supervision /checking the works at all stages.

19.0 LAW AND LEGAL JURISDICTION

19.1 CONTRACT shall be governed and construed by Laws of India.

19.2 Any legal proceedings relating to CONTRACT shall be limited to courts of law under the Jurisdiction of the Kolkata High Court at Kolkata.

20.0 SUSPENSION AND TERMINATION

Signature of contractor :

Name :

Address :