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 e-TENDER FOR

Addition Alteration and Repair for makeshift arrangement of proposed Hostel at Night Shelter Building at SSH campus of Jalpaiguri Govt. Medical college & Hospital, Jalpaiguri

(NIT Reference No. :- WBMSCL/NIT-368/2021, Dated –30/10/2021)

WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED
(Wholly Owned by the Government of West Bengal)
Registered Office: SwasthyaSathi, GN-29, Sector-V, Salt Lake, Kolkata-700091
Phone: 033-4034-0300 ◊ Email: info@wbmsc.gov.in ◊ website: www.wbmsc.gov.in

NIT Ref No. :WBMSCL/NIT-368 /2021 Dated :30/10 /2021

West Bengal Medical Services Corporation Limited, Swasthya Sathi, GN-29, Sector-V, Kolkata - 700 091, invites e-tender for the works detailed in the table below

(Submission of Bid through online)

Sl. No.	Name of the work	Estimated Amount put to Tender (Rs.)	Earnest Money (Rs.)	Time of Completion	Name & address of the Office
1.	Addition Alteration and Repair for makeshift arrangement of proposed Hostel at Night Shelter Building at SSH campus of Jalpaiguri Govt. Medical college & Hospital, Jalpaiguri	17,34,388/-	34688/	30 Days	Managing Director, West Bengal Medical Services Corporation Limited, Swasthya Sathi Building, GN29, Sector – V, Saltlake,
Eligibility of Contractor : Intending bidders having Trade license in similar nature of job and produce credentials of a similar nature of completed work of the minimum value of (i) 40% of the estimated amount put to tender during last 5(Five) years prior to the date of issue of this tender notice or (ii) Two similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during last 5(Five) years prior to the date of issue of this tender notice or (iii) 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 40% of the estimated amount.					

Note:

a) For contract value exceeding 2.5 lakh deductions of TDS on GST is mandatory.

b) Quoted rate must be inclusive of GST.

c) Completion certificate should contain i) Name of work, ii) Name of Agency, iii) Amount put to tender, iv) Tender No, v) Schedule month and year of commencement and completion as per the work order, vi) actual date of completion, vii) Gross value of the work done as per final bill.

d) Payment will be made after getting the work done certificate & recommendation from the respective Site Engineer.

e) The prospective bidders must have the credential(s) of satisfactory completion as a prime agency during the last 5(five) years from the date of issue of this Notice as mentioned in Eligibility criteria under authority of State/ Central Govt., State /Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central / State Govt.

f) Payment certificates in lieu of credentials will not be accepted.

g) Valid up to date clearance of Income Tax return / GST Registration Certificate/ Professional Tax Enrolment/latest Deposit Challan / P.T. (Deposit Challan) / Pan Card / License / Voter ID Card for self-

identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment Year to be submitted.

h) The contractors who have been delisted of debarred by any government department shall not be eligible in anyway.

i) Joint venture will not be allowed to participate in the above NIT.

j) A prospective bidder participating in a single job either individually or as partner of a firm shall not be allowed to participate in the same job in any other form.

k) A prospective bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.

l) Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.

m) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.

n) No mobilization /secured advance will be allowed.

o) Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. if required, at their own cost and responsibility.

p) Constructional Labour Welfare Cess @ 1 % (one percent) of the cost of construction will be deducted from every bill of the selected agency. GST, Royalty & all other Statutory Levy / Cess will have to be borne by the contractor. As the rates in the Schedule of rate are inclusive of GST & Cess as stated above.

q) In connection with the work, Arbitration will not be allowed. The Clause No. 25 of 2911(ii) is to be considered as deleted clause vide gazette notification no 558/SPW-13th December, 2011.

r) The work is of URGENT in nature and agency entrusted for it shall have to complete the work within stipulated time without any failure.

s) Refund of EMD: The Earnest Money of all the unsuccessful bidders, deposited online, shall be refunded in accordance with the Memorandum of the Finance Department vide No. 3975-F(Y) dated 28th July, 2016.(Refer "Annexure-I" in Bidders Guideline).

t) Penalty for suppression / distortion of fact. Submission of false document by tenderer is strictly prohibited & if found action may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

u) The Earnest Money may be forfeited if ; -
   i) If the Bidder withdraws the Bid during the period of Bid validity.
   ii) In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.
   iii) During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Bidder are incorrect /manufactured / fabricated.

v) The successful Bidder shall have to execute Formal Agreement with Managing Director, West Bengal Medical Services Corporation Limited within 7(Seven) days from the issuance of Provisional Work order.

w) Bank guarantee shall be accepted for the purpose of the security.

x) No additional claim will be entertained due to Government imposed restriction or for any other circumstances.

1. In the event of e–filing, intending bidder may download the tender documents from the website: http://https://wbtenders.gov.in directly with the help of Digital Signature Certificate. Necessary Earnest Money will be deposited by the bidder electronically online through his net banking enabled bank account, maintained at any nationalized bank by generating NEFT/RTGS challan from the e-tendering portal and also to be documented through e-filing.

   As per G.O. No. 1592 – F(Y) dated. 20.03.2014 of the Finance Deptt. of Govt. of West Bengal, in case of e–tendering, EMD/Bid security will have to be submitted as soft copy (scanned copies of the originals) along with the tender for instruments and in case of deposit of money it should compulsorily be deposited on – line by the bidders. The L1 bidder will submit the hard copy of the documents to the tender inviting authority with his acceptance letter of the LOI within specified time as mentioned in the letter of acceptance. Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.

2. Both Technical bid and Financial Bid are to be submitted concurrently duly signed digitallyin the website https://wbtenders.gov.in

3. Dully filled in copies of Section – II (Forms I to V) in prescribed proforma with proper dated signature in the relevant spaces to be uploaded electronically.

   Documents in support of the information furnished in Forms I to V, must be attached/uploaded for evaluation and the file number & page number has to be indicated in the respective column of the Form.

4. i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
   ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
   iii) The EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to the respective biddres' bank accounts from which they made the payment transaction.

5. The Financial Offer of the prospective Tenderer will be considered only if the Tenderer qualifies in the Technical Bid. The decision of the Managing Director, WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED will be final and binding on all concerned and no challenge against such decision will be entertained.

6. In case of inadvertent typographical mistake found in the Specific Price Schedule of Rates i.e. Bill of Quantity (BOQ), the same will be treated as to be so corrected as to conform with the prevailing relevant Schedule of Rates and/or Technically Sanctioned Estimate.

7. Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of Running Bill stands at least 50% (Fifty Percent) of the tendered amount. Provisions in Clause(s) 7, 8& 9 contained in W.B. Form No. 2911(ii) so far as they relate to quantum and frequency of payment is to be treated as superseded.

8. Bids shall remain valid for a period not less than 120 (one hundred twenty) days after the dead line date for Financial Bid submission.

9. Important Information:

DATE AND TIME SCHEDULE:

Sl. No.	Particulars	Date & Time
1	Date of uploading of NIeT Documents (online)(Publishing Date)	03/11/2021 at 09.00 AM
2	Tender documents download start date (online)	03/11/2021 from 10.00 AM
3	Bid proposal submission start date (online)	08/11/2021 from 09.00 AM
4	Technical & Financial Bid proposal Submission end date(online)	16/11/2021 up to 04.00 PM
5	Bid opening date of Technical evaluation (online)	18/11/2021 at 04.00 PM
6	Bid opening date of Financial proposal	To be notified later

10. Cost of Tender Documents: **NIL** (As per Notification of the Secretary, Public Works Department, CRC Branch, Government of West Bengal vide No. 199-CRC/2M-10/2012 dated: 21/12/2012 communicated by the Technical Secretary, Public Works Department, Government of West Bengal that the intending tenderers shall not have to pay the cost of tender documents for the purpose of participating in e-tendering.)

11. Earnest Money: The amount of Earnest Money is to be submitted Online through his net banking enabled bank account, maintained at any nationalized bank by generating NEFT/RTGS challan from the e-tendering portal and also to be documented through e-filing. The process of deposit of earnest money through offline instruments like Bank Draft, Pay Order etc. will be stopped for e–tender procurement of this office w.e.f. 01.09.2016.

    Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of L1 and L2 bidders will be refunded through an automated process to the respective bidders' bank accounts from which they made the payment transaction. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process to his bank account from which he made the payment transaction.

    The earnest money of the successful bidder (being converted to security deposit) deposited, will remain under the custody of the department till satisfactory completion of the work in full including extended quantity if ordered for. Besides this, necessary percentages shall be deducted from the progressive bids so as to make it 3% (Three percent) of the value of work billed for as per memorandum no. 201-F(Y) dated 18th January 2021.

12. The Bidder, at his 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, before submitting the offer with full satisfaction. The cost of visiting the site shall be at his own expense.

13. The intending Bidders should clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Managing Director, WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED reserves the right to reject any or all the application(s) for purchasing Bid Documents and/or to accept or reject any or all the offer(s) without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.

14. The intending bidders are required to quote the rate online only. No offline tender will be entertained.

15. If more than one Bidder quoted same rate and which are found lowest at the time of opening, such similar multiple rates will not be entertained / accepted. Lowest offer will be ascertained by sealed bid amongst the lowest bidders.

16. 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 and any other notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

17. During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder is / are incorrect/ manufactured/fabricated, that bidder(s) will not be allowed to participate in the tender and that application will be rejected outright.

18. The Managing Director, WBSMCL reserves the right to cancel the N.I.T. or issue corrigendum notices to the NIT due to unavoidable circumstances and no claim in this respect will be entertained.

19. List of "Technically Qualified Bidders" will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, Bidders are requested to view the tender status on a regular basis.

20. In case of any objection regarding prequalifying an Agency, that should be lodged to the Managing Director, WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED within 1(one) day from the date of publication of the list of qualified agencies and beyond that time schedule no objection will be entertained.

21. Before issuance of the work order, the tender inviting authority may verify the credential(s) and/or other document(s) of the lowest tenderer, if found necessary. After verification, if it is found that the document(s) submitted by the lowest tenderer is/are either manufactured or false, the work order will not be issued in favour of the said Tenderer.

22. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence;-
    a) Notice Inviting Tender
    b) Special Terms and Conditions
    c) Financial Bid
    d) Schedule of Works

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

23. Schedule of Rates applicable for execution of the work **:** BOQ Rates as mentioned including GST & L. Cess.

24. As per memorandum no. 4608-F(Y) dated.18.07.2018 of Finance Department Govt. of West Bengal, the successful bidder will have to submit Additional Performance Security @10% of the tendered amount, if the accepted bid value is 80% or less of the estimated amount put to tender. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required. The Bank Guarantee shall be returned

immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected byprovision of this Additional Performance Security.

Intending tenderers are required to submit online attested/self-attested photocopies of valid enlistment renewal certificate, valid partnership deed (in case of partnership firm), current Professional Tax Deposit Challan / Professional Tax Clearance Certificate, PAN Card, Trade License from the respective Municipality, Panchayet etc. (in case of S & P Contractors only), [Non statutory documents]

In case of Registered Unemployed Engineers' Co-operative Societies and Registered Labour Cooperative Societies, attested photocopies of documents of credentials showing satisfactory completion of a single work in any Government Department commencing on or after 01.04.2009 of value not less than 40% of the Estimated Cost of the work applied for, 'Certificate of Registration' from the respective Assistant Registrar of Co-operative Societies, Professional Tax Deposit Challan / Professional Tax Clearance Certificate, PAN Card, must be submitted online. Payment certificates in lieu of credentials will not be accepted. [Non statutory documents]

The intending tenderer is required to quote the rate in figures as well as in words as **percentage above / below than or at par** with the relevant price schedule of rates **as per the FORM-V in Section-II**

Conditional / incomplete quotation will not be entertained.
Issuance of work order as well as payment will depend on availability of fund and no claim whatsoever will be entertained for delay of Issuance of work order as well as payment, if any. Intending tenderers may consider this criterion while quoting their rates.

If any tenderer withdraws his offer before acceptance or refuse within a reasonable time without giving any satisfactory explanation for such withdrawals, he shall be disqualified from submitting tender to WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED for a minimum period of 1(one) year.

Tax and other deductions shall be made as below:

i) GST will be deducted as applicable.
ii) Cess @ 1% (One Percent) of the cost of construction works will be deducted 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.
iii) 2% (Two percent) Income Tax of the cost of construction work will be deducted from the bill.
iv) Security Money deposit @ 1% (One Percent) will be deducted from the progressive bills in addition to the earnest money to make a total deposit of 3%(Three Percent) of the value of work executed.

- Modification in the West Bengal Form No.: 2911/2911(i)/2911(ii)Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following vide Govt. Notification No 5784-PW/PW/L&A/2M-175/2017 dated 12.09.2017:

'Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same

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

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor . However, the security deposit of the work held with the Government under the provision of clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

(a) For work with three months Defect Liability Period:
   i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.

(b) For work with one year Defect Liability Period:
   i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.

(c) For work with three years Defect Liability Period:
   i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
   ii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;

(d) For work with five years Defect Liability Period:
   i) No security deposit shall be refunded to the contractor
   ii) for 1s t 3 years from the actual date of completion of the work;
   iii) 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;
   iv) 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;

Explanation :

The word 'work' means and includes building work, road work, drain work, sanitary and plumbing work and/or any other work contemplated within the scope and ambit of this contract. For

i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.

ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;

iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;

iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work;

Successful Tenderers will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses u/s 7 of West Bengal Building & other Construction Works' Act, 1996 and u/s 12 of Contract Labour Act.
Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by the Government.

Clause-25 of the conditions of contract of the West Bengal Form No. 2911/2911(ii) may be treated to be omitted and there is no provision for arbitration for resolution of disputes that may arise out of the contracts to be entered into by the Department with the contractors for the purpose of carrying out execution of public works as per G.O No. 558/SPW dated 13-12-2011 of P.W.D.

Successful tenderers will be required to observe the following conditions strictly:

a. Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
b. Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
c. Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.
d. All liabilities arising out of engagement of workers are duly met before submission of bills for payment.

If there is any violation of any or all the relevant above criterion during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage
as may be found convenient.

INSTRUCTION TO BIDDERS

SECTION – I

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.

1. **Registration of Contractor**
   Any contractor willing to take part in the process of e-Tendering will have to be enrolled &registered with the Government e-Procurement system, through logging on to https://wbtenders.gov.in the contractor is to click on the link for e-Tendering site as given on the web portal.

2. **Digital Signature certificate (DSC)**
   Each contractor is required to obtain a class-I, class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e- Token.

3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. **Participation in more than one work**
   A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

5. **Submission of Tenders**
   General process of submission:- Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other 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).

6. **Eligibility to Participate**
   i. Bidders must have valid trade license without which no bidder will be allowed to participate.
   ii) Bidder must have valid PAN, ESI, EPF registration without which no bidder will be allowed to participate.
   iii) Bidders not fulfilling the eligibility criteria need not to participate and in the event of their participation without being fulfilling the eligibility criteria, their bids will summarily be rejected.

A. **Technical proposal**
   The Technical proposal should contain scanned copies of the following in two covers (folders)

A-1.Statutory Cover file Containing

i) Earnest money (EMD) as prescribed in the NIT against each of the serial of work in favour of the Managing Director, West Bengal Medical Services Corporation Limited.
ii) Tender form No. 2911(ii) &NIT(Properly upload the same Digitally Signed).The rate will be quoted in the BOQ. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case of Quoting any rate in 2911(ii) the tender is liable to summarily rejected).

A-2. Non statutory / Technical Documents

i) Professional Tax (PT) deposit receipt challan for the financial year 2017-18, ProfessionalTax clearance certificate, Pan Card, Income Tax Return, Certificate of provisional registration of GSTIN and valid Trade Licence.
ii) Registered Deed of partnership Firm/ Article of Association & Memorandum
iii) Registration Certificate and Clearance Certificate issued by the Assistant Register of Cooperative Society (ARCS) bye laws are to be submitted by the Registered labour Co-Operative Society/ Engineer's Co operative Society.
iv) Requisite Credential Certificate for completion of at least one similar nature of work under the authority of State/ Central Govt. having a magnitude of at least 40(forty)percent of the Estimated amount put to tender during the last 3(three) years prior to the date of issue of this NIQ is to be furnished in applicable cases.
v) Valid Service Tax Registration should possess by the tenderer.
vi) Individual deposit Challan (up to date) of Employees' Provident Fund & Employees' State Insurance.

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

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE IN THEFOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab

"Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1.Certificater egistration of GSTIN. 2. PAN 3. P. Tax (Challan) (2018-19 to 2020-21) 4. Latest IT Receipt 5. IT-Return for last three years 6. Trade Licence
B.	Company Details	Company Details -I	1. Proprietorship Firm (Trade License in civil works) 2. Partnership Firm (Partnership Deed, Trade License in civil works) 3. Society (Society Registration copy, Trade License in civil works) 4. Registration Certificate from ARCS
C.	Credential(in applicable cases)	Credential 1 Credential 2	Documents of Credentials as per Notification No. 03-A/PW/O/10C-02/14Dated :12.03.2015 **For –1st call of NIeT** (i) Intending tenderers should produce credentials of a similar nature of 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 this tender notice; or, (ii) Intending tenderers should produce credentials of 2(Two) similar nature of work, each of the minimum value of 30 % of the estimated amount put to tender during5(Five) years prior to the date of issue of this 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 desire value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the Tender. In the required certificate it will be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the tenderer. **For – 2nd call of NIeT** (i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 30% of the estimated amount put to tender during 5(Five) year sprior to the date of issue of this tender notice; or, (ii) Intending tenderers should produce credentials of 2(Two) similar nature of work, each of the minimum value of 25 % of the estimated amount put to tender during5(Five) years prior to the date of issue of this 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 75% or more and value of which is not less than the desire value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the Tender. In the required certificate it will be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the tenderer. **For – 3rd call of NIeT** (i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 20% of the estimated amount put to tender during 5(Five) years prior to the date of issue of this tender notice; or, (ii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% or more and value of which is not less than the desire value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the Tender. In the required certificate it will be clearly stated that the work. Payment Certificate will not be treated as Credential.

D.	Financial (If necessary)	Work in hand	1. Authenticated
		Payment certificate – 1 Payment certificate - 2	Only payment certificates not the TDS certificate.
	2017-2018	P & L and Balance sheet	Profit & Loss and Balance sheet
	2018-2019	P & L and Balance sheet (with annexure)	Profit & Loss and Balance sheet
	2019-2020	P & L and Balance sheet (with annexure)	Profit & Loss and Balance sheet

Opening of Technical proposal: -

i) Technical proposals will be opened by the Managing Director, West Bengal Medical Services Corporation Limited and his authorized representative electronically from the web site stated using their Digital Signature Certificate.

ii) Intending tenderers may remain present if they so desire.

Opening of 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 in the manner (Above/ Below/ At per) online through computer in the space marked for quoting rate in the BOQ.

ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

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

Sd/-
Managing Director
West Bengal Medical Services Corporation Limited

INSTRUCTION TO BIDDERS

SECTION–II
FORM–I

B.1. PRE-QUALIFICATION APPLICATION.

To
Managing Director,
West Bengal Medical Services Corporation Limited

Ref:-Tender for _____
_____work_____
_____
_____

N.I.T. No: WBMSCL/NIT- 368/2021, Dated – 30/10/2021 of West Bengal Medical Services Corporation Limited

Dear Sir,

Having examined the Statutory, Non statutory, Instruction to Bidders & NIT documents along with its Agenda & corrigendum, I/we hereby submit all the necessary information and relevant documents for evaluation

The application is made by me / us on behalf of
In the Capacity _____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 Authority/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.

(c) **Enclo:- e-Filling:-**

(d) 1. Statutory Documents.

(e) 2. Non Statutory Documents.

_____

Date:-Signature of applicant

Including title and capacity in which application is made.

SECTION–II
FORM–II

B.3. STRUCTURE AND ORGANISATION.

B.3.1. Name of applicant:

_____

B.3.2. Office Address: _____

_____

_____

Telephone No.:

_____

Fax No. : _____

E-mail ID : _____

B.3.3. Name & address of Bankers: _____

_____

_____

B.3.4. Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data.

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

_____

Date: Signature of applicant.

Including title and capacity in which application is made.

SECTION–II

FORM –III

B.4. EXPERIENCE PROFILE.

B.4.1. Name of the Firm:

_____

_____

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

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

Note: a) Certificate from the Employers to be attached

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

_____

Date: Signature of applicant

Including title and capacity in which application is made.

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

SECTION–II

FORM –IV

DECLARATION BY THE TENDERER

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

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

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

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

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

Signature of

Tenderer **Date :**

Postal address of the Tenderer

Name of the Firm with Seal

SECTION - II
FORM - V

BOQ: Addition Alteration and Repair for makeshift arrangement of proposed Hostel at Night Shelter Building at SSH campus of Jalpaiguri Govt. Medical college & Hospital, Jalpaiguri.					
Sl. No.	**Description of Item**	**Unit**	**Quantity**	**Rate incl.. GST & L.Cess**	**Amount**
	CIVIL WORK:				
1	Dismantling all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m.	CuM	5.130	₹ 506.00	2,595.78
2	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. (a) upto 150 mm. Thick	CuM	2.000	₹ 1,062.00	2,124.00
3	Dismantling R.C. floor, roof, beams etc. including cutting rods and removing rubbish as directed within a lead of 75 m. including stacking of steel bars. Third Floor (a) upto 150 mm. Thick	CuM	3.000	₹ 2,213.00	6,639.00
4	Removal of rubbish,earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge	CuM	10.130	₹ 188.00	1,904.44
5	125 mm. thick brick work with 1st class bricks in cement mortar (1:4) in ground floor.				-
	a) Ground Floor	SqM	47.700	₹ 762.00	36,347.40
	b) First Floor	SqM	95.400	₹ 776.00	74,030.40
	c) Second Floor	SqM	95.400	₹ 790.00	75,366.00
	d) Third Floor	SqM	95.400	₹ 803.00	76,606.20
6	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. ii) River Bazree a) Ground Floor	CuM	0.298	₹ 5,368.00	1,599.66
	b) First Floor	CuM	0.597	₹ 5,475.00	3,268.58
	c) Second Floor	CuM	0.597	₹ 5,582.00	3,332.45
	d) Third Floor	CuM	0.597	₹ 5,690.00	3,396.93
7	Hire and labour charges for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor) (c) Steel shuttering or 9 to 12 mm thick approved quality ply board shuttering in any concrete work.				-
	a) Ground Floor	SqM	2.723	₹ 411.00	1,119.15
	b) First Floor	SqM	5.445	₹ 431.00	2,346.80
	c) Second Floor	SqM	5.445	₹ 451.00	2,455.70
	d) Third Floor	SqM	5.445	₹ 472.00	2,570.04

Sl. No.	Description of Item	Unit	Quantity	Rate incl.. GST & L.Cess	Amount
8	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. (i) Tor steel/Mild Steel II. JSW/JSPL/SHYAM/SRMB/BMASL/ ELECROSTEEL/SSL				-
	a) Ground Floor	MT	0.029	₹ 66,415.00	1,926.04
	b) First Floor	MT	0.059	₹ 66,420.00	3,918.78
	c) Second Floor	MT	0.059	₹ 66,425.00	3,919.08
	d) Third Floor	MT	0.059	₹ 66,430.00	3,919.37
9	Supplying and laying true to line and level vitrified tiles of approved brand (size not less than 600 mm X 600 mm X 10 mm thick) in floor, skirting etc. set in 20 mm sand cement mortar (1:4) and 2 mm thick cement slurry back side of tiles using cement @ 2.91Kg./sqM or using polymerised adhesive (6 mm thick layer applied directly over finished artificial stone floor/Mosaic etc without any backing course) laid after application slurry using 1.75 Kg of cement per sqM below mortar only, joints grouted with admixture of white cement and colouring pigment to match with colour of tiles / epoxy grout materials of approved make as directed and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labour and all other incidental charges complete true to the manufacturer's specification and direction of Engineer-in-Charge. (White cement, synthetic adhesive and grout material to be supplied by the contrr] e) (I) With application slurry @1.75 kg/ Sq.m, 20 mm sand cement mortar (1:4) & 2 mm thick cement slurry at back side of tiles, 0.2 kg/ Sq.m white cement for joint filling with pigment. (B) Light Colour	SqM	48.160	₹ 1,435.00	69,109.60
10	(a) M.S.or W.I. Ornamental grill of approved design joints continuously welded with M.S, W.I. Flats and bars of windows, railing etc. fitted and fixed with necessary screws and lugs in ground floor. (i) Grill weighing above 10 Kg./sq.mtr and up to 16 Kg./sq. mtr.	Qntl	1.056	₹ 8,338.00	8,804.93
11	Collapsible gate with 40mm x 40mm x 6mm Tee as top and bottom guide rail, 20mm x 10mm x 2mm vertical channels 100mm apart in fully stretched position 20mm x 5mm M.S. flats as collapsible bracings properly rivetted and washered including 38mm steel rollers including locking arrangements, fitted and fixed in position with lugs set in cement concrete and including cutting necessary holes, chasing etc. in walls, floors etc. and making good damages complete.	SqM	15.840	₹ 4,396.00	69,632.64
	(A) Extra over the corresponding item of collapsible gate for top hung	SqM	15.840	₹ 167.00	2,645.28

Sl. No.	Description of Item	Unit	Quantity	Rate incl.. GST & L.Cess	Amount
12	Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame exluding cost of concrete, Iron Butt Hinges and M.S clamps. (The quantum should be correted upto three decimals). (c) Sal : Siliguri.	CuM	1.530	₹ 92,686.00	1,41,809.58
13	Supplying solid flush type doors of deluxe decorative (both side) quality, conforming to I:S 2202 timber frame consisting of top and bottom rail and side styles of well seasoned timber 65mm wide each and the entire frame fitted with 27.5mm wide battens places both ways in order to made the door of solid core and internal lipping with teak, mahogony or rose wood approved decorative veneers using phenol formaldehyde as glue etc. complete, including fitting, fixing the shutters in position but excluding the cost of hinges and other fittings in ground floor:	SqM	45.360	₹ 4,474.00	2,02,940.64
14	(B) Dressed wood work in post , plate , battens etc. fitted & fixed complete (excluding the cost of bolts only, but including the cost of nails, screws etc.) (The quantum should be corrected upto three decimals) (c) Sal : Siliguri.	CuM	1.184	₹ 98,071.00	1,16,116.06
15	Supplying, fitting and fixing M.S. clamps for door and window frame made of flat bent bar, end bifurcated with necessary screws etc. by cement concrete (1:2:4) as per direction. (Cost of concrete will be paid separately) (b) 40mm X 6mm, 200mm Length	Each	144.000	₹ 28.00	4,032.00
16	Iron butt hinges of approved quality fitted and fixed with steel screws, with ISI mark. (Add Extra 30% for Oxidised Fittings) (viii) 100mm. X 75mm. X 3.50mm.	Each	96.000	₹ 97.00	9,312.00
17	i) Iron hasp bolt of approved quality fitted and fixed complete (oxidised) with 16mm dia rod with centre bolt and round fitting. (c) 300mm long.	Each	24.000	₹ 188.00	4,512.00
18	(ii) Door stopper (Anodised aluminium)	Each	24.000	₹ 79.00	1,896.00
19	Anodised aluminium barrel / tower / socket bolt (full covered) of approved manufactured from extruded section conforming to I.S. 204/74 fitted and fixed with cadmium plated screws: (viii) 225mm long x 12mm dia. bolt.	Each	24.000	₹ 129.00	3,096.00
20	Anodised aliminium D-type handle of approved quality manufactured from extruded section conforming to I.S. specification (I.S. 230/72) fitted and fixed complete: (b) With round base: (v) 150 mm grip x 12 mm dia rod.	Each	48.000	₹ 103.00	4,944.00
21	Labour for taking out door and window frame including shutter for repair or replacement of different parts of the frame& refixing the same including mending good all damaes complete. (Concrete and brick work for mending damage will be paid separately) (b) Above area 2.5 Sq.m	SqM	7.560	₹ 165.00	1,247.40

Sl. No.	Description of Item	Unit	Quantity	Rate incl.. GST & L.Cess	Amount
22	Supplying, fitting and fixing boiling water proof ply conforming to IS: 710-1977 bonded with phenol formaldehyde synthetic resin conforming to IS: 848-1974 of approved make and brand fitted and fixed as per design as per approval and direction of Engineer-in-Charge.[excluding the cost of supporting frame work and teak wood batten/Lipping] In Ground Floor (v) 16mm	SqM	177.660	₹ 1,838.00	3,26,539.08
23	Partition of teak veneer [1 mm] as per design fitted and fixed complete (excluding the supporting frame work & necessary teak wood battens): In ground floor (i) 4mm thick commercial quality	SqM	120.960	₹ 574.00	69,431.04
24	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/ staging where necessary (Ground floor). [Excluding cost of chipping over concrete surface] (i) With 1:6 cement mortar (b) 20 mm thick plaster	SqM	867.800	₹ 178.00	1,54,468.40
25	Applying Interior grade Acrylic Primer of approved quality and brand on plastered or cencrete surface old or new surface to receive Distemper/ Acrylic emulsion paint including scraping and preparing the surface throughly, complete as per manufacturer's specification and as per direction of the EIC. (In Ground Floor) (a) One Coat i) Water based interior grade Acrylic Primer	SqM	867.800	₹ 35.00	30,373.00
26	Rendering the Surface of walls and ceiling with White Cement base WATER PROOF wall putty of approved make & brand.(1.5 mm thick)	SqM	867.800	₹ 138.00	1,19,756.40
27	Applying Acrylic Emulsion Paint of approved make and brand on walls and ceiling including sand papering in intermediate coats including putty (to be done under specific instruction of Superintending Engineer) : (Two coats) i) Standard Quality	SqM	867.800	₹ 70.00	60,746.00
28	(a) Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	SqM	50.000	₹ 33.00	1,650.00
	(b) Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	SqM	129.544	₹ 43.00	5,570.39
29	A) Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary :				-
	(a) On timber or plastered surface : With super gloss (hi-gloss) - (iv) Two coats (with any shade except white)	SqM	129.544	₹ 92.00	11,918.05
	(b) On steel or other metal surface : With super gloss (hi-gloss) - (iv) Two coats (with any shade except white)	SqM	50.000	₹ 89.00	4,450.00
				Total (A)=	₹ **17,34,388.29**

Sl. No.	Description of Item	Unit	Quantity	Rate incl.. GST & L.Cess	Amount
	Cost of civil works including GST and labour welfare cess (rounded) =				**₹ 17,34,388.00**
	Amount in Word : Rupees Seventeen Lakh Thirty Four Thousand Three Hundred Eighty Eight Only				

Quoted rate in figures …….. % (Less/At Par/Above) amounting Rs. ……

Quoted rate in Words …… percent (Less/At Par/Above) amounting

Rupees ……

Date:

Signature of Applicant
Including title and capacity in which application is made
Name of the Firm with Seal

Rate should be quoted in e-tender portal only
Rate should be inclusive of all taxes and Cess.

ANNEXURE-A
Mandate Form for e-Payment

To
The Managing Director,
WBMSCL, Swahstya Sathi,
Swasthya Bhawan Complex,
GN-29, Sev-V, Salt Lake,
Kolata - 700091

Subject: Payment through electronic mode.

Sir/Madam,
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 /Receipt: …….. (Capital Letters)

   (b) Address:……

   (c) Contact. Land Line: …….. Mobile: …….

   (d) Email Address:…….....

   (e) ID No.**……. Nature of ID**…….....

   (f) PAN No:……

2. (a) Name of Bank: ……. ...

   (b) Name of Bank Branch……..…….

   (c) Account Type: Saving /Current / Cash-Credit Account…….....

   (d) Bank Account No. (CBS allotted a/c no.):

   (e) Branch IFSC (11 digits):

   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 for 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)

Signature of the Head of Office
(Office Seal)

Date:

N.B. (a) ID No. & Nature of ID: ID No. (i) For Individual: It should be the Voter Card / Aadhar Card / PAN Card / Any other Identity card issued by State Government / Central Government / Government Autonomous Bodies /Local Bodies, (ii) For Autonomous Body /Firm/Company: Registration No./ PAN / TN Number or Trade License.

(b) Verification of Bank Particular: Copy of 1st Page of the Pass-Book along with a copy of cancelled cheque or certified by the concerned Bank Branch.

FORM-2911

Issued to (Bidder): ……
Postal Address with Contact No. & e-mail ……..

Price – Free of Cost

West Bengal Form No. 2911

Applicable For Works of value up to Rs 25 (Twenty Five) Crore

TenderNo.WBMSCL/NIT-368/2021 Date-30/10/2021

TENDER AND CONTRACT FOR WORKS
GENERAL RULES AND DIRECTIONS FOR GUIDANCE OF BIDDERS/CONTRACTORS

(A) Applicable for off-line tenders up to Tender Value of Rs. 5.0lakh

1. All work proposed for execution by contract will be notified in the form of invitation to tender posted in concerned departmental website, e-procurement portal of the Government of West Bengal (https://wbtenders.gov.in) and to be published in local news paper for wide circulation also in the notice boards at public places signed by the Tender Inviting Authority.

This form will state the work to be carried out, the date for submitting and opening of tenders as well as the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, the amount of security deposit to be deposited by the successful bidder and the percentage, if any, to be deducted from bills. Copies of the specification, design & drawings and other documents required in connection with the work, signed for the purpose of identification by the Authority inviting Tender shall also be open for inspection by the contractor at the office of the Tender Inviting Authority during Officehours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of absence of any of the partners, it must be signed on his/her behalf by a person holding a Power-of-Attorney authorizing him/her to do so. Such power-of-attorney is to be produced with the tender, and in the case of a firm carriedon by one member of a joint family; it must disclose that the firm is duly registered under the Indian PartnershipAct.

3. Acceptance of measurements entered and bills raised on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person havingauthority to give effectual receipt for thefirm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he or she is willing to undertake the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the sealed envelopes.

5. The Tender Inviting Authority or his/her duly authorized representative will open tenders in presence of intending contractors/bidders who may be present at the time,and

will enter the bid amounts as percentage rates above or below or at par of the tender BOQ of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt shall thereupon be given to the contractor/bidder who shall thereupon for the purpose of identification, sign copies of specifications and other documents mentioned in the Rules. In the event of a tender being rejected, the earnest money with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided, provided the contractor(s) present himself/herself before the Tender Inviting Authority to take the earnest moneyrefund.

6. The accepting authority reserves the right to reject any or all of the tenders without assigning any reasons to the participating bidders and he/she will not be bound to accept eitherthelowesttenderoranyoftheothertenders.

7. Receipt of an accountant or clerk for any money paid by the contractor/bidder will not be considered as an acknowledgement of payment to the Tender Inviting Authority and the contractor shall be responsible for ensuring that he/she procures a receipt signed by the Tender Inviting Authority, or a duly authorizedrepresentative.

8. The Memorandum of work tendered for, and the schedule of materials to be supplied by the executing Department at their supply/issue rates, shall be filled in and completed in the office of the Tender Inviting Authority before the tender form is issued. If a form is issued to an intending bidder/contractor without having been so filled in and completed, he/she shall request the office to have this done before he/she completes and delivers his/hertender.

(B) Applicable for <u>e-tenders</u> of value above Rs. 5.0Lakh

1. All works of tender value above Rs. 5.00 lakh proposed for execution through this contract document are to be notified and published in the form of notice inviting e-tender (e-NIT) in the designated official tender website of Government of West Bengal having URL https://wbtenders.gov.in, and uploaded simultaneously in the URL of concerned Department inviting Tenders. Thus the tender may be seen and downloaded by logging into the"e-procurement"linkprovidedtherein,digitally signedbytheconcernedTenderInviting Authority and its corresponding abridged notice also published on the same date in the printmedia.

2. This e-Notice Inviting Tender (e-NIT) will state the work to be carriedout, the date for encrypting (submitting) and decrypting (opening) of e-tenders, the time allowedfor carrying out the work; amount of earnest moneyto be deposited with the e-tender; procedure for submission of EMD, amount of security to be furnished by the successful bidder/contractor, security/ performance securityto be deducted from running account bills, copies of specifications, Bill ofQuantities, design and drawings and any other document required in connection with the work, digitally signed for the purposeof identification by the Tender InvitingAuthority.

3. Intending contractors/bidders are required to download the e-tender documents directly from the website stated above. Tender is required to be submitted online by the intending bidders by authorized e-Tokens provided as DSC. This is the only mode of e-submission of tender and document(s). All information posted in the website consisting of e-NIT, WB Form No. 2911, Tender Bill of Quantities (BOQ), corrigenda notices and drawings etc., if any, shall form part of the Contract. Details of procedure of submission have been explained under "General Terms & Conditions" and Annexure attached with the notice of e-tender(e-NIT).

4. All the documents uploaded by the Tender Inviting Authority forms an integral part of the tender contract/agreement. Contractors/bidders are required to upload the entire set of tender documents along with other related documents as asked for in the e-tender through the above website(s) within the stipulated date and time as given in the e-NIT. Tenders are to be submitted in two folders at a time for each work, one being the 'Technical Bid' and the other 'Financial Bid'. The contractor/ bidder shall carefully go through all the documents and prepare to upload the scanned documents in Portable Document Format (PDF) in the designated link in the web portal as their Technical Bid. He/she needs to fill up the rates of items/percentage in the BOQ downloaded for the work in the designated cell and upload the same again in the designated link in the portal as their Financial Bid. Documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Contractors/bidders should especially take note ofall

the addenda and corrigenda related to the e-tender and upload all of these documents alsoasapartoftheirtenderdocument.

5. Documents uploaded by the contractors/bidders with all information & rates comprising Technical and Financial bids cannot be changed after last/end date for submission of thee-tender.

6. Deed of Consortium/Partnership Firm, and documents of their registration in the form of certified copy of 'Form No. VIII,' issued under the Indian Partnership Act, 1932 (Act-IX of 1932), GST, & PAN (Permanent Account Number) as per RBI guidelines/above Rs. 50,000/- may be compulsorily furnished for all contracts and all other statutory clearances defined in thee-NIT.

7. The tender evaluation and accepting authorities reserve the right to reject any or all of the tenders without assigning any reasons and he/she will not be bound to accept either the lowest tender or any of thetenders.

8. Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed. EMD will be forfeited by the Government and the bidder/contractor penalized in terms of provisions in the notice of thetender.

9. Generally Bids will be valid for 120 days from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to thateffect.

TENDER FOR WORKS

I/We on behalf of the Governor hereby tender for the execution of the work specified in the underwritten "Memorandum" within the time specified in such " Memorandum" at the rates specified therein, and in accordance, in all respects within the Rules contained in clauses hereinafter, in all of the annexed Ge ne r al C onditions of Contract (GCC), Special C onditions of Contract (SCC) and with such other materials as are provided for, by and in all other respects in accordance and with such conditions so far asapplicable.

MEMORANDUM

(a) General description of work.....

(a) If several sub-works are included, they should be detailed in a separatelist

(b) Estimated cost puttoTender ... Rs

(c) Earnest MoneyDeposit ... Rs.

(d) Security Deposit (includingearnestmoney) .....Rs

(e) Percentage, if any, to be deductedfrombill..... Rs .....
(Rupees.....
Percentage.....)

(f) Time allowed for the work from date of written order to Commence .....calendarmonths.

For offline tender during submission of bid and during execution of Agreement for online tender

Name of Work Tendered	Amount Put to Tender	Rate Quoted by the Bidder (% above or less or at par)	Tendered Amount (Contract Price both in words & figures)

Should this Tender be accepted, I/we hereby agree to abide by and fulfill all of the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor or his/ her successions in office, the sums of money mentioned in the saidconditions.

**Give particulars and numbers*

Strikeout (a) or (b) as applicable.

A sum of Rs ..... * has been furnished through online net banking/RTGS/NEFT transfer as earnest money deposit [(a) the full value of which is to be absolutely forfeited to the Governor or his/her successors in office, without prejudice to any other rights or remedies of the said Governor or his successors in office. Should I/we not deposit the full amount of security specified in the above 'Memorandum' in accordance with clause I(A) of the said conditions of contract, the said sum of Rs ..... shall be retained by the Government as on account of such security as aforesaid:(b) the full value of which shall be retained by Government on account of the security deposit specified in clause I (B) of the said conditions of contract].

T Signature of Contractor before submission of tender

Datedthe Dayof 20

T

X Signature of Witness to Contractor's signature

X
(Witness)
Address
Occupation

XX Signature of the Executive Engineer/AE on behalf of the Department.

The above tender is here by accepted by me for and on behalf of the Governor of the State of westBengal

XX

Datedthe_____Dayof_____(Month)_____(Year)

GENERAL CONDITIONS OF CONTRACT

Clause 1 1.1 Earnest Money - The person/persons who intend to participate in the Tender for an Estimated Amount up to Rs. 25 (Twenty Five) Crore shall have to deposit Earnest Money @ 2% (Two percent) of the Estimated Amount put to Tender or Rs 10 Lakh, whichever is lower.

In case of offline tender earnest money is to be submitted in the form of Bank Draft or BankersCheque.

In case of Online Tender (e-Tender) earnest money is to be deposited through e-tender portal (https://wbtenders.gov.in**)** by selecting from either of the following payment modes:

i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank PaymentGateway.
ii) RTGS/NEFT in case of offline payment through bank account in any Bank with his/her tender/quotation as per Memorandum No. 3975-F(Y) dated: - 28.07.2016 of Secretary to the Government of West Bengal, Finance Department. The L1 bidder shall make the Formal Agreement after getting the Letter of Acceptance (LOA) issued by the Tender Accepting Authority. Failure to make the Formal Agreement within the time period as prescribed in the Letter of Acceptance (LOA) for the purpose, may be construed as an attempt to disturb the tendering process and will be dealt with accordinglyinalegalmannerasdeemedfitincludingblacklistingthebidder.

1.2 Security Deposit - While making any payment to the person(s) whose tender has been accepted (hereinafter shall be called the contractor) for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deductiontogether with

Earnest Money constitute 10% of the tendered value of work actually done.

In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional amount is to be deposited for all such excess/ and supplementaryworksbeyondthetenderedamountbeforepaymentoffinalbill.

Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be deducted from the security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Security deduction will not normally be required for hiring of inspection vehicles and boats etc., supply of tools & plants, furniture and computer peripherals. Separate agreement may be required in those cases, particularly for consultancy and RFP for EPC, whichshallbemadeinstandardformatstobeapprovedbytheGovernment.

After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period.

Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submitAdditional Performance Security within 7 (seven) working days from the dateof LoA or the time period as approved by the Tender inviting Authority,hisEarnestMoneywillbeforfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any timeduringthependencyofcontractperiodasperrelevantClausesoftheContract.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional PerformanceSecurity.

Compensation for delay

Clause 2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Time being deemed to be the essence of the contract on the part of the contractor, the contractor shall be bound in all cases, to achieve the 'Milestones' as defined under Clause 5 and specified in the NITinto various 'Identifiable and quantifiable construction related stages' pertaining to the work. In the event of the contractor failing to comply with any of the conditions related to achieving the 'Milestones' within the specified time period prescribed for such 'Milestone' plus one month, he/she shall be liable topay compensation.

If the contractor fails to commence and/or maintain required progress viz. Milestones defined in the Notice Inviting Tender over the total time allotted for its full completion and in terms of clause 5 or fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other right or remedy available under the law on account of such breach,payasagreedcompensationtotheimplementingDepartment.

This will also apply to items or group of items for which a separate period of completion has beenspecified.

Compensation for delay of work: @ 2% (Two percent) of the tendered value of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of security deposit already withheld or due to be withheld during imposition of the said clause and minimum payable compensation equivalent to the Earnest Money deposited(EMD).

Provided always, that the total amount of compensation for delay, to be paid under this clause shall not exceed 10% of the tendered value of work or the tendered value of the item or group of items of the work, for which a separate period of completion is originally given.

Action when whole of security deposit is forfeited

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this contract, if the contractor catches up with the progress of work subsequently, part or full of the desired progress as per the contract in accordance with the decision of the Tender Accepting Authority, under powers delegated by Government to be communicated by the Engineer-in-Charge, the withheld amount shall be released. However,nointerest,whatsoever,shallbepayableonsuchwithheldamount.

Force majeure :-If the work(s) be delayed for the following reasons:-
Due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer- in-charge to proceed with theworks.

Contractor remains liable to pay compensation, if action is not taken under Clause3

Clause 3. Subject to other provisions contained in this clause, the Engineer-in-charge with the prior approval of Tender Accepting Authority, may, without prejudice to his/her any other rights, remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provision of the contract or otherwise, and whether the date of completion has or has not been elapsed, by notice in writing, absolutely determine the contract in any of the following cases:

(i) If the Contractor has been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to complywiththerequirementsofsuchnoticeforaperiodofsevendaysthereafter;

(ii) If the Contractor has without reasonable cause suspended the progress of work, or has failed to proceed with the work with due diligence so that, in the opinion of the Engineer-in-Charge he/she will be unable to secure completion of the work by the schedule date for completion, and continues to do so after a notice of seven days in writing from theEngineer-in-charge;

(iii) If the Contractor fails to complete the work within the stipulated date or the Milestones/items of work within individual dates of completion, if any, stipulated on or before such date(s) of completion and does not complete them or reach the defined Milestones within the period specified in the notice given in writing to that effect by theEngineer-in-charge;

(iv) If the Contractor persistently neglects to carry out his/her obligations under the contract and/or commits default by not complying with any of the terms & conditions of the contract and does not remedy it, or take effective steps to remedy it, within seven days after a notice in writing is given to him/her to that effect by theEngineer-in-Charge;

(v) If the Contractor being an individual, or a firm, or any partner thereof, shall at any time be adjudged insolvent or have a 'Receiving Order' or Order for administration of his/her Estate made against him/her, or take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force, or make any conveyance or assignment of his/her effects or composition or arrangement for the benefit of his/her creditor or purport to do so, or if any application be made under Insolvency Act for the time being in force for the sequestration of his/her Estate, or ifatrustdeedisexecutedbyhim/herforbenefitofhis/hercreditors;

(vi) If the Contractor being a Company pass a resolution or the court delivers an order of judgement that the Company shall be wound up, or if a receiver or a manager on behalf of a creditor be appointed, or if a circumstance arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the court to issue a winding uporder;

(vii) If the Contractor shall suffer an execution order being levied on his/her goods and allowsittobecontinuedforaperiodof21days;

(viii) If the Contractor assigns without prior written approval of the TenderAccepting

Authority,transfers, sublets (engagement of labour on piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise partswith or attempts to assign, transfer, sublet or otherwise parts with the entire work or any portion thereof without prior writtenapproval of theEngineer–in–charge;

(ix) AND THEREFORE, the Contractor has made himself/herself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Government with the prior approval of Tender Accepting Authority, shall have the powers to adopt any of the following actions, as he/she may deem best suited to the interest of theGovernment:-

(a) To determine the contract as aforesaid, of which rescission notice in writing and costs to be recovered for works since executed subject to a minimum of the amount of Earnest Money deposited by the Contractor under the hand of Engineer-in-charge, shall be the conclusive evidence. Upon such determination, the Earnest Money Deposit, Security Deposit already recovered for executed works and performance guarantee, if any under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

(b) After giving notice to the Contractor to measure up the work executed and to take such whole or the balance or part thereof, as shall be un-executed out of his/her hands, and to give it to another Contractor to complete the balance work. The Contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

(c) To employ labour paid by the implementing Department, and to supply materials, to carry out the works or any part of the work, debarring the contractoranddebitingthecostoflabourandpriceofmaterials(oftheamountof which cost and price determined by certificate of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him/her with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his/her contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against thecontractor.

Contractors remains liable to pay compensation if action not taken under Clause 3

In the event of above course being adopted by the Engineer-in-charge, the Contractor shall have no claim of compensation for any loss sustained by him/her by reason of his/her having purchased or procured any material or entered into any engagement ormade any advances on any account or with a view to execute the work or the performance of the contract. In case, action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract, unless and until the Engineer-in-charge has certified in writing that the performance of such work and value payable in respect thereof,andhe/sheshallonlybeentitledtobepaidthevaluesocertified.

Clause 3A. In case, the work cannot be started due to reasons not within the control of the Contractor within 1/4th (one fourth) of the stipulated time for completion of the work or 45 days whichever is less, which is accepted as a valid &justified reason by the Tender Accepting Authority, either party viz. Contractor &the Engineer-in-Charge may close the contract with the approval of Tender Accepting Authority. In such an eventuality, the earnest money deposited and the security of the contractor shall be refunded, but no payment on account of interests, loss of profit or damages etc. shall be payable atall.

Clause 3B. In case a continuing work cannot be completed due to reasons beyond the control of the contractor, like Force Majeure enumerated later under Clause 5, the contract may be terminated as stated in clause 3A above by the Engineer-in-Charge withtheconsentofthecontractorandapprovaloftheTenderAcceptingAuthority.

Clause 4. In cases in which any of the powers conferred upon the Engineer-in-ChargeunderClause3hereofshallhavebecomeexercisableandthesamehadnot

Power to take possession of or require removal of or sell Contractor's plant

been previously exercised, non-exercising thereof shall not constitute as a waiver of any of the conditions hereto, and such powers shall, notwithstanding be exercisable in the event of any future case of default by the contractor, for which by any clause or clauses hereof, he/she is declared liable to pay compensation amounting to whole of his/her security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force either of the powers under ix (a) or (c) vested with him/her under the preceding clause, he/she may if he/she so desires, take possession of all or any tools & plant, materials and stores, in or upon the work, or the site thereof, or belonging to the contractor, or procured by him/her and intended to be used for execution of the work, or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof, shall be final and binding. Otherwise, the Engineer-in-Charge may deliver notice in writing to the contractor or his/her clerk, foreman or other authorized agent, requiring him/her to remove such tools & plant, materials or stores from the premises within a time to be specified in such notice; and in the event of the contractor failing to comply with any such requisition, the Engineer-in- Charge may remove them at the contractor's expense or sale them by p u b l i c auction or private sale on account of the contractor and at his/her risk, in all respects, and the certificate of the Engineer-in-Charge as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against thecontractor.

Clause 5. The time allowed for execution of a work as specified in the 'Schedule of Work' or in the extended time inaccordance with the terms and conditions shall be the essence of the contract. Execution of work shall commence from such time period as mentioned in the said schedule, or from the date of handing over of the site to the contractor whichever is later. If the contractor commits default in commencing execution of the work as aforesaid within thirty days, without justifiable reasons included under Force Majeure or other such reasons beyond the control of the contractor, in which case to be reported within seven days by the contractor, considered valid and cogent by the Engineer-in-Charge, the Engineer-in-Charge shall after passing of thirty days from the date of scheduled commencement of work as per work order, with the prior approval of the Tender Accepting Authority, without prejudice to any other right to remedy available in law, be at liberty to apply clause 2 and subsequently clause 3 of the tenderdocument.

As soon as possible after the contract is executed, signed and agreed, the contractor shall submit a 'Time and Progress Chart' for each broad activity (Milestone) and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time slated in the Notice Inviting Tender (NIT) document, for completion of items or group of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work. This may be amended, as necessary, by an agreement between the Engineer-in-Charge and the contractor within the limitations of time imposed in the NIT document. Further, to ensure good progress during execution of work, the contractor shall in all cases, in which the time allowed for any work exceeds one month (save and except for special jobs for which a separate programme has been agreed upon) to complete the work as per defined 'Milestones' given in such 'Schedule of Work' defined clearly in the NIT itself into various 'Identifiable and quantifiable construction related stages' related with the type and nature of work, and that the 'total time allowed for completion of work' is to be broken up against achievement of those stages during the construction / progress of work to ensure a periodic monitoring of progress and enable the contractor and the Engineer-in-Charge to take corrective measures from time totime.

If the work(s) be delayedby:

Force majeure, due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, strike or lockout affecting procurement of construction materials or any of the trades employed in the work, or any other cause which in the absolute discretion of the Engineer-in-Charge is beyond the contractor's control, then upon happening of any such event causing delay,the

contractor shall immediately give notice in writing to the Engineer-in-Charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with theworks.

Request for rescheduling of 'Milestones' of various activities and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay in the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension isdesired.

If any such case the Engineer-in-Charge, with the approval of TenderAccepting Authority, may give a fair and reasonable extension of time and reschedule the activity wise 'Milestones' for completion of the work. Such extension shall be communicatedtothecontractorbytheEngineer-in-Chargewiththeapprovalof Tender Accepting Authority in writing within maximum 1 (one) month of the date of receipt of suchrequest.

Final Certificate

Clause 6. On completion of 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 completed until and unless the contractor shall have removed from the work premises on which the work is executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from wood works, doors, windows, floors, or other parts of any building, upon or about which the work is executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he/she thinks fit, and clean off such dirt as aforesaid; and the contractor shall forthwith b e b o u n d t o pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the salethereof.

Payment on inter- mediate certificates to be regarded asadvances

Clause 7. No running account bill payment shall be normally made for works less than 30 (Thirty) percent of Tendered Value or up to Rs 25.00 lakh, whichever is less, till after the whole of the work shall have been completed and certificate of completion given. For works of tendered value above Rs 25.00 lakh, for running account bill payment, the contractor shall on submitting a bill of at least Rs 25.00 lakh there for, be entitled to receive a payment proportionate to the part thereof, approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final m e a s u r e d b i l l payment only and not as payments for work actually done and completed, and shall not preclude the bad, unsound, and imperfect or unskillful work which is to be removed and taken away and reconstructed, or re-erected or to be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on allparties.

Bills to be submitted monthly

Clause 8. W o r k s bill shall be submitted by the contractor each month, after fulfilling above clause, on or before the date fixed by the Engineer-in-charge, for all works executed during the previous month, and the Engineer-in-charge shall take or cause to take the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of fourteen days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid,theEngineer-in-chargemaydeputeaJuniorEngineertomeasureupthesaid

work in presence of the contractor, whose countersignature in the measurement book will be sufficient warrant; and the Engineer-in-charge may prepare a bill from such list which shallbebindingonthecontractorinallrespects.

Within 10 (Ten) days of completion of work, the contractor shall give notice of such completion to the Engineer-in-charge and within 14 (Fourteen) days of receipt of such notice, the Engineer-in-charge shall inspect the work, and if there is no defect in the work, he/she shall furnish to the contractor a final certificate of completion. Otherwise, a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. Such reduced rate is to be imposed with the approval of Superintending Engineerconcerned.

Clause 8A. When annual repair and maintenance work is carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floors, windows shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case, the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either Departmentally or through any other contractor. Before taking such action,theEngineer-in-Chargeshallgivetendaysnoticeinwritingtothecontractor.

Clause 8B. The Contractor shall submit completion Plan/Drawing as required in the 'General Specification' for Civil as well as Electrical Works as applicable within 30 days of completion of thework.

Clause 9. The Contractor shall submit all bills in printed forms, as per format prescribedbyGovernmentofWestBengal,intheofficeoftheEngineer- in-Charge, and the charges in the bills shall always be entered at the rates specified in tender or in case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at rates thereinafter provided for suchwork.

Payments of contractor's bills to Banks

Clause 9A (1) Payments due to the contractor may, if so desired by him/her be made to his bank through e-Pradan, details of which has to be directly furnished to the Engineer- in-charge.

While the online receipt given by such Banks shall constitute a full and sufficient discharge/acquittance for the payment, the contractor should wherever possible present his/her bills duly receipted and discharged through his/herBanker/s.

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

Note1. The procedure will not affect the usual rights of the Government to deduct from contractor's bill, (whether endorsed in favour of a Bank or not) any sum due to Government of account of penalties, over-payments etc., on this or any other contract with the Governor of the State of WestBengal.

Note2. Nothing contained herein shall operate to create in favour of the Bank any rights, claims or equities vis-à-vis theGovernor.

Stores supplied by Government

Clause 10. If the specification or estimate of the work provides for use of any special description of material to be supplied by the Engineer-in-Charge, (such materials & stores and the prices to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or 'Memorandum' hereto annexed), the contractor shall be supplied with such materials and stores as is required from time to time to be used by him/her for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or Memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof; if the same is held in Governmentsecurities,thesameorasufficientportionthereofbeinginthiscasesoldfor

the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such material unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his/her hand, he/she shall so require; but the contractor shall not be entitled to return any such material unless with such consent, and shall have no claim for compensation on account of any such material so supplied to him/her as aforesaid being unusedbyhim,orforanywastageordamagetoanysuchmaterial.

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

Clause 11. The Contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both, as regards to materials and otherwise, in every respect, in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design and drawings, and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his/her office, 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/she so require, be entitled at his/her own expense to make or cause to be made copies of the specifications, and of all such design, drawings and instructions as aforesaid.

Alteration in specification and designs do not invalidate contract

Clause 12. The Engineer-in-Charge shall have powers to make any alteration in, omission from, addition to, or substitution for, the original specifications, drawings, designs and instructions, that may appear to him/her to be necessary or recommended by Superintending Engineer or the Chief Engineer during the progress of work, and the contractor shall be at all times be bound to carry out these works, in accordance to any instructions which may be given to him/her 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 a part of the work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as a part of the work shall be carried out by the contractor on the same conditions in all respects on which he/she agreed to do the main work, and at the same rates, if any, may be specified in the tender for the main work. Time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original work contract, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And, if the altered, additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of concerned Works Department applicable in the district, which was in force at the time of acceptance of the contract, minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the said schedule of rates, payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the aforesaid 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 apply, 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 the Superintending Engineer shall be final andbinding.

Rates for works not in tender BOQ/SoR

No compensation for alternation in or restriction of work to be carriedout.

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

Action and compensation payable in case of bad work

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

Work to be open to inspection

Contractor or his/her responsible agent to be present

Clause 15. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-Charge and all his/her subordinates and also higher Officers / Authority of the Government and the contractor shall at all times during the normal working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his/her subordinates to visit the work site shall have been given to the contractor, either himself/herself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if it had been given to the contractorhimself/herself.

Notice to be given before work is covered up

Clause 16. The Contractor shall give, not less than five days notice in writing to the Engineer-in-charge or his/her subordinate in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work, in order that 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/her 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 wasexecuted.

Contractor liable for damage done and for imperfections for 180 days after certificate

Clause 17. If the Contractor or his/her workers or authorized representatives shall break, deface, injure or destroy any part of the structure in which they may be working or any building, road, road curbs, fence, canals, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatever or any imperfections become apparent in it at any time, whether during its execution or within a period of six months after issuance of a certificate of its completion by the Engineer-in-Charge, the contractor shall make the same good at his/her own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workers, and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final and binding) from any sums, whether under the contract or otherwise, that may be then, or at any time thereafter become due to the contractor by the Government or from his/her security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof, and if the cost in the opinion of the Engineer-in-Charge whose opinion shall be final and conclusive against the contractor, making such damage or imperfections good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess costs from the contractor in accordancewiththeprocedureprescribedbyanylawforthetimebeinginforce.

Clause 17A. 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, assisting in the joint measurement or examination at any time and fromtimetotimeoftheworkormaterials.Failinghis/hersodoingthesamemaybe

provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted from any money due to the contractor under the contract or from his/her Security Deposit or the proceeds of sales thereof or of a sufficient portion thereof. The Contractor shall also provide all necessary fencing / barricading / providing caution boards etc. and light required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in such suit, actions or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any suchpersons.

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

Clause 18B. In every case in which by virtue of the provisions under 'The Contract Labour (Regulation & Abolition) Act 1970', and its amendments and rules, the implementing Department is obliged to pay amount of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, executing Department will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the executing Department under sub- section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, executing Department shall be at liberty to recover such amount or any part thereof by deducting it form the security deposit or from any sum due by Executing Department to the Contractor whether under this contract or otherwise and the executing Department shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of section 21, of the said Act, except on the written request of the Contactor and upon his/her giving to the implementing Department full security for all costs for which the Department might become liable in contesting suchclaim.

Clause 19. The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970, before the commencement of the work, and continue to have valid licenses until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Fatal Accident Act,1855,PersonalInjuries(CompensationInsurance)Act,1970.

The Contractor shall also comply with the provisions of the 'Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996' and 'The Building and Other Construction Workers Welfare Cess Act, 1996'. Failure to fulfill these requirements shall attract penal provisions of the contract, arising out of the resultant non-implementation of suchprovisions.

Labour

Clause 19A. No labour/s below the age of eighteen years shall be employed in the work and the contractor shall abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986. Employment of female labour/s in works in the neighborhoods of sensitive barracks should be avoided as far as possible.

Payment of minimum Wages to Labour

Clause 19B. The Contractor shall pay to labours employed by him/her either directly or through Sub-Contractors, wages not less than fair wages as defined by the Labour Commissioner of the State Government under 'Minimum Wages Act, 1948', Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and

Abolition) Act, 1970, wherever applicable.

The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed byhim/her.

In respect of all labourers directly or indirectly employed in the works for performance of the Contractor's part of the contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by the State Government/ Government of India, from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions made without authority, maintenance of wage books or wage slips, publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters likewise in nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Inter-State Migrant Workmen (Regulation of Employment andConditionsofService)Act,1979,MinimumWagesAct,1948,whereverapplicable.

a) The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his/her/their wages which are not justified by their terms of the contract or non-observance of theregulations.

b) Under the provision of Weekly Holidays Act, 1986, the contractor is bound to allow to the labours, directly or indirectly employed in the work, one day rest for 6 days of continuous work, and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge concerned.

The contractor shall also comply with the provisions of the 'Employees Liability Act, 2008', Workmen's Compensation Act and 'Maternity Benefits Act' or the amendments thereof or any other law relating thereto, and the rules made there under from time to time.

The Contractor shall indemnify and keep indemnified the implementing Department against payments to be made under and for the observance of the laws aforesaid and PW Contractor's Labour Regulations without prejudice to this right to claim indemnity from his/hersub-contractors.

The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shallbedeemedtobeabreachofthiscontract.

Whatever is the minimum wage for the time being, or if the wage payable is higher than minimum wage, such wage shall be paid by the contractor to the workers directly without the intervention of any Dafadar, and that Dafadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workers as and by way of commission orotherwise.

The contractor shall ensure that no amount by way of commission or otherwise is deductedorrecoveredbytheDafadarfromthewageofworkers.

Clause 19C. In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his/her own expenses, arrange for the safety provisions as framed from time to time by the competent authority, and shall at his/her own expense provide all facilities in connection therewith. In case the contractor fails to make arrangement, and fail to provide necessary facilities as aforesaid, he/she shall be liable to pay a penalty of Rs. 2000/- for each default, and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilitiesasaforesaidandrecoverthecostsincurredintheirbehalf,fromthecontractor.

Clause 19D. For the works above Rs. 2.0 crore, the Contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively-

The number of labourers employed by him/her on the work, their working hours, and the

wages paid to them;

Accidents that had occurred during the said fortnight showing the circumstances under which it had happened, and the extent of damage and injury caused by them, and the number of female workers who have been allowed maternity benefits according to Clause 19F of the contract and the amount paid to them;

Failing which the contractor shall be liable to pay to the Department, a sum not exceeding Rs. 2000/- for each default or materially incorrect statement. The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and would be binding on the contractor.

Clause 19E. In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be compiled with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements of workers employed by the contractor.

Clause 19F. In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Rules for the protection of health and sanitary arrangement for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/she shall, without prejudice to any other liability, pay to the Department a sum not exceeding Rs. 2000/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractors defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of five per cent of the tendered value. The decision of the Engineer-in-charge shallbefinalandbindingontheparties.

Should it appear to the Engineer-in-charge that the contractor(s) is/are not properly observing and complying to the provisions of the Contractor's Labour Regulations and Rules, The Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act 1970, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as 'the said Rules') the Engineer-in-charge shall have the power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/her own expense and to approved standards all necessary hutments and sanitary arrangements required for his/her/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said hutments and sanitary arrangements be remodeled and/or reconstruct such hutments and sanitary arrangements according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such hutments and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such hutments and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 19G. The contractor shall comply with all the provisions of The Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees Liability Act, Industrial Dispute Act and Maternity Benefit Act, 1961, as amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be broughtintoforcebytheappropriateauthorityfromtimetotime.

Clause 19H. The Engineer-in-charge may require the contractor to remove from the site of work, any person or persons engaged/assigned or employed by the contractors upon the work who may be determined as insane or incompetent or misconducts himself/herself,andthecontractorshallforthwithcomplywithsuchrequirements.

Clause 19I. It shall be the responsibility of the contractor to see that the

building/structure under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-charge with vacant possession free from encumbrances in entirety, If such buildings/structures through completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/structure in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Engineer-in-charge whose decision shall be final both with regardtothejustificationandquantumandshallbebindingonthecontractor.

However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupations, any time on or before construction and delivery.

Work onSundays

Clause 20. No work shall be done on Sundays without the p r i o r sanction of the Engineer-in-charge.

Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomesinsolvent

Clause 21. The contract shall not be assigned or sublet without specific orders from Government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any in insolvency proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under the Clause 3 hereof, and in addition the contractor shall not be entitled torecoverorbepaidforanyworkthereforactuallyperformedunderthecontract.

Sum payable as compensation to be considered as reasonable without reference to actual loss

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

Changes in constitution of firm

Clause 23. Where the contractor is a partnership firm or a consortium, prior approval in writing of the Engineer-in-Charge shall be obtained for any change made in the constitution of the firm/consortium. Where the contractor is an individual or a Hindu Undivided Family (HUF) business concern, such approval as aforesaid shall likewise be obtained, before the contractor enters into any partnership agreement/Memorandum of Articles whereunder the partnership firm/ consortium would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained,thecontractisliabletoberescinded.

Works to be under direction of Engineer-in-Charge

Clause 24. All works to be executed under the contract shall be executed under the direction of Engineer-in-Charge. Further instructions/advices, if felt necessary by Superintending Engineer/ Chief Engineer, shall also be binding to be communicated by theEngineer-in-Charge.

Clause 25. Settlement of Disputes and Arbitration:

Settlement of disputes - Dispute Redressal Committee'

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 question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion orabandonmentthereofshallbedealtwithasmentionedhereinafter:

If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days requesttheChairmanoftheDepartmentalDisputeRedressalCommittee,inwriting,for

written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three months from the date of receipt of the Contractor's letter.

The Dispute Redressal Committee in each of the Works Departments shall be constituted with the following officials as Members:

1	Secretary / Engineer-in-Chief of the Department concerned	Chairman
2	Joint Secretary / Deputy Secretary / any Officer of equivalent rank of the Department	Member
3	One Designated Chief Engineer / Engineer of the Department to be nominated by the Department concerned.	Member Secretary and Convenor
4	One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Advisor in case of the Works Department where FA system has been introduced.	Member

This provisions will be applicable irrespective of the value of the works to which the dispute mayrelate.

Clause 26. The contractor shall fully indemnify and keep indemnified the implementing Department against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against implementing Department in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof by the implementing Department and the contractor shall be at liberty, at his/ her own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the implementing Department if the infringement of the patent or design or any alleged patent or design right is thedirectresultofanorderpassedbytheEngineer-in-Chargethisbehalf.

Lump sum as in estimates

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

Action where nospecification

Clause 28. In the case of any class of work for which there is no such specifications as referred to under Clause 11, such work shall be carried out in accordance with the latest Bureau of Indian Standards (BIS) specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per reputed manufacturer's specifications if accepted by the Engineer-in-Charge. If not available, then as per State Government / Union Government accepted and approved specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge which is approved by the Tender Accepting Authority.

Definition of works

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

Clause 30. The Contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/they shall also at his/their own cost make arrangements for thelaying

of pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection with there and incidentalthereto.

Clause 31. The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the followingconditions:-

i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of theEngineer-in-charge;

ii) The Engineer–in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are, in the opinion of the Engineer-in-Charge,unsatisfactory.

Clause 32. The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the construction materials. The Contractor shall collect thetotal quantity of materials as per approved programme required for the work as per approved programme, before the work is started and shall hypothecate it to the Engineer- in-Charge. If any material remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the contractor. Although the materials are hypothecated to Institute, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of workwithout the consent of the Engineer-in-Charge inwriting.

The contractor shall be responsible for rectifying defects noticed within Defect Liability Period from the date of completion of the work and the portion of the security deposit relating to work shall be refunded after the expiry of Defect Liability Period.

Contractors Superintendence, Supervision, Technical Staff & Employees

Clause 33. The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under thecontract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(es) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his/her approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approvalfromtheEngineer-in-ChargeandshallbeavailableatsitebeforestartofworK.

If the contractor (or any partner in case of firm/company) himself/herself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to the contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself/herself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his/her responsible authorized agent shall be actually available at site especially during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his/her designated representative in the siteorder

book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked / test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every running account bill / final bill and shall produceevidenceifatanytimesorequiredbytheEngineer-in-Charge.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who, in his opinion, misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competentsubstitutes.

Clause 34. "Levy / Taxes Payable by Contractor"

(i) GST, Building and other Construction Workers' Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the Contractor and Engineer-in-Chargeshallnotentertainanyclaimwhatsoeverinthisrespect.

(ii) The contractor shall deposit Government Royalty and obtain necessary permit for supply of the sand, stone chips, red bajri, sand stone, river bed materials etc. from localauthorities,ifthosearedirectlyprocuredfromquarrysites.

In case materials are procured from secondary sources, certificates of quarry owners to the effect of payment of royalties and Cess would have to be furnished. In absence of such certificates towards payment of Royalties and Cess such components shall be deducted from the contractor's bills at prescribed rates and deposited through 'GRIPS' portal or otherwise, in the designated GovernmentTreasuries/PAO.

If pursuant to or under any law, notification or order, any Royalty, Cess or the like becomes payable by the implementing Department and does not at any time become payable by the contractor to the State Government/Local appropriate authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Department and it will have the right and be entitled to recover the amount paid in thecircumstancesasaforesaidfromduesofthecontractor.

Clause 35.

(i) All tendered rates shall be inclusive of statutory taxes and levies payable under respective statutes. However, if any further tax or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid. Provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of thecontractor.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same byadulyauthorizedrepresentativeoftheDepartmentand/ortheEngineer-in-Charge

and further shall furnish such other information/document as the Engineer-in-Charge may require from time totime.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relatingthereto.

Clause 36. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge shall have the option of terminating the contract without compensation to the contractor, but would be liable to clear full dues and claims on work done to his/her legalsuccessor/s.

Clause 37. The contractor shall not be permitted to tender for works in which his near relative is posted as in any capacity between the grades of the Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him/her in any capacity or are subsequently employed by him/her and who are near relatives to any Official in the Institute. Any breach of this condition by the contractor would render him/her liable to be removed from the approved list of contractors of the Department. If however the contractor is registered in any other Department, he/she shallbedebarredfromtenderingintheDepartmentforanybreachofthiscondition.

NOTE: By the term "near relatives" is meant wife, husband, own parents and grandparents, own children and grandchildren, own brothers and sisters, own uncles, aunts and first cousinsand their corresponding in-laws.

Clause 38. No engineer of Gazetted Rank or other Gazetted Officer employed in engineering or administrative duties in the Government shall work as a contractor or employee of a contractor for a period of one year after his/her retirement from Government service without the previous permission of Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government as aforesaid, before submissionofthetenderorengagementinthecontractor'sservice,asthecasemaybe.

Clause 39. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him/her to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge concerned. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Air Force Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for thework.

In the event of the contractor having to carry out reconstruction as aforesaid, he/she shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-charge.

Clause 40. The contractor shall comply with the provisions of the Apprentices Act, 1961 and the Apprenticeship Rules, 1992 and orders issued thereunder from time to time. If

he/she fails to do so, his/her failure will be a breach of the contract and the Engineer-in-Charge may, in his/her discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him/her of the provisions of the saidAct.

Clause 41. Procedure For Suspension and Debarment of Supplier, Contractors and Consultants

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in Government procurement for offences or violations committed during competitive bidding and contract implementation, for the works under different Departments of Government of West Bengal.

Grounds for Suspension and Debarment:-

(1) Submission of eligibility requirements containing false information or falsified documents.

(2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibilityscreeningoranyotherstageofthebiddingprocess.

(3) Unauthorized use of one's name/digital signature certificate for the purpose of biddingprocess.

(4) Any documented unsolicited attempt by a bidder (**APerson/Contractor/Agency /Joint Venture/Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder**) unduly influencing the outcome of the bidding in hisfavour.

(5) Refusal or failure to post a self–declaration to the effect of any previous debarment imposed by any other department of State Government and/or CentralGovernment.

(6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process,etc.

(7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuringentity.

(8) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individualOfficer.

(9) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiablecause.

(10) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.

(11) Refusal to accept an award after issuance of "Letter of Acceptance" or enterinto contract with the Government without justifiable cause.

(12) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract",etc.

(13) Failure by the Contractor tofully and faithfully comply with its contractual obligations without valid cause, or failure bythe Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorizedby the Administrative Department, Government of West Bengal for procurement) or itsrepresentative(s)pursuanttotheimplementationoftheContract.

(14) For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following actsbytheConsultantshallbeconstruedaspoorperformance.

(i) Non deployment of competent technical personnel, competent Engineers and/or worksupervisors;

(ii) Non-deployment of committed equipment, facilities, support staff and manpower;

(iii) Defective design resulting in substantial corrective works in design and/or construction;

(iv) Failuretodelivercriticaloutputsduetoconsultant'sfaultornegligence;
(v) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurementcost;
(vi) Allowing defective workmanship or works by the Contractor being supervised by theConsultant.

(15) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactoryorinferiorqualityofgoods,vis-à-visaslaiddowninthecontract.

(16) Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

CATEGORY OF OFFENCE :-

(A) First degree of offence: 1 to 16 of the above Clause-41 to be considered as First degree ofoffence.

(B) Second degree of offence: Any one of the offences as mentioned under 'A' above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree ofoffence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

PENALTY FOR OFFENCE :-

(I) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 2 (two)years.

(II) ForcommittingSeconddegreeofoffence:DisqualifyingaBidderfromparticipatingin any procurement process under the Administrative Department of Government of West Bengal up to 3 (three)years.

PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS

(1) Initiation of Action, Notification andHearings:
Any Bidder or procurement authority on his own or based on any other information made available to him may invite the process of suspension/debarment proceedings byfilingawrittenapplicationwiththe**BidEvaluationCommittee**andsuchfiling of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of anybid.

(a) Upon verification of the existence of grounds for suspension/debarment, the Chairpersonof**BidEvaluationCommittee**shallimmediatelynotifythebidder concerned either electronically through his registered e-mail or in writing to his postal address, advising himthat:
i) A complaint has been filed against him and prima facie material has been found, which may lead tosuspension/debarment.
ii) He has been recommended to be placed under suspension/debarment by the suspension committee (as constituted by the respective Administrative Department) stating the ground forsuch.
iii) The said bidder, within three days from the date of issue of such notification by the Bid Evaluation Committee, may approach the Chairperson of Suspension Committee by submitting all required documents in his favour for hearing. Any application made thereafter would not beentertained.
Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee.

(b) After receiving the recommendation for suspension from Bid Evaluation Committee, Suspension Committee shall issue a notice to the alleged bidder electronically through his registered e-mail id, to submit all relevant documents in support of his defense within three working days after issuance of the notice of the Suspension Committee. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or if after hearing sufficient ground for suspension is found, the Suspension Committee, will suspend the alleged bidder from participating in the procurement process under the Administrative Department for a period of six monthsfromthedateofissuanceofsuspensionorder.TheChairpersonofthe

Suspension Committee shall issue the suspension order within seven days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The Chairperson of Suspension Committee shall also inform the decision to allconcerned.

If sufficient reason for suspension is not found, the Suspension Committee wouldrejecttherecommendationofBidEvaluationCommitteeandwouldallow the bidder to take part in the tenderingprocess.

If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the Debarment Committee for furtheraction.

(c) The Debarment Committee upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary order within ten working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for orders of Debarment. The Department in due course will issue Debarment Order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement of all projects under the Administrative Department for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Suspension Committee. The Chairperson of Debarment Committee shall also inform the decision to allconcerned.

PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:-

(A) Upon termination of contract due to default of the Bidder, the Engineer-in-Charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged Bidder along with a detailed report stating clearly the reasons for debarment to the Debarment Committee within 30 (thirty) days from the date of termination of contract. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. The Chairperson of Bid Evaluation Committee shall also inform the decision to allconcerned.

(B) The Debarment Committee upon receipt of the recommendation of Bid Evaluation Committee shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the Bidder and issue necessary order within 10 (ten) working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for the order of debarment. The Department in due course will issue debarment order disqualifying/prohibiting the erring Bidder from participating in the bidding/procurement of all projects under the Administrative Department, Government of West Bengal for a specified period. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The Chairperson of Debarment Committee shall also inform the decision to allconcerned.

STATUS OF SUSPENDED / DEBARRED BIDDER :-

(a) Bidder placed under Suspension/Debarment by the competent authority will not be allowed to participate in any procurement process under the Administrative Department within the period of suspension/debarment. The earnest money of the suspended Bidder shall stand forfeited to theGovernment.

(b) If the Suspension/Debarment Order is issued prior to the date of issue of "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract" etc. for any Bid, the Suspended/Debarred Bidder shall not be qualified for Award for the said Bid and such Procurement Process will be dealt with as per existing norms by simply excluding the erringBidder.

(c) If the Suspension/Debarment Order is issued after award of a Government Project/Contract to the Debarred Bidder, the awarded Project/Contract shall not be prejudiced by the said Order provided that the said offence(s) committed by the Debarred Bidder is not connected with the awardedproject/contract.

Clause 42. Executive Engineer of the concerned Division will be the Engineer-in-Charge inrespectoftheTendercontractandallcorrespondencesconcerningrates,claims,change

in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him. Instructions given by the Assistant Engineer and the Junior Engineer on behalf of the Engineer-in-Charge (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship shall also be valid. In case of dispute relating to specification and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however invariably take decisions relating to tender contract or as mentioned in the relevant rules and clauses of the contract document with the approval of the Tender AcceptingAuthority.

Clause43. Acceptance of the Tender will rest with the Tender Accepting Authority without assigning reason thereof to the bidder. The accepting authority reserves the right to reject anyorallofthetenderswithoutassigninganyreasonthereoftothebidder/contractor.

Clause 44. In the event of acceptance of Lowest Rate, no multiple Lowest Rates will be considered for acceptance by the Department. In such cases, the Tender will be cancelled.

Clause 45. In the event of conflicting different clauses,the clauses in the e-NIT will prevail.

Clause 46. Engineer-in-Charge shall not entertain any claim whatsoever from the Contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land.

Clause 47. Engineer-in-Charge shall not be held liable for any compensation due to machines becoming idle or any circumstances including untimely rains, other natural calamities, like strikes etc.

Clause 48. Imposition of any Duty/Tax/Octroi/Royalty etc. whatsoever of its nature (after work order / commencement and before final completion of the work) is to be borne by the contractor/bidder. Original challan of those materials, which are procured by the bidder, may be asked to be submitted for verification.

Clause 49. Cess @ 1% or as amended time to time of the cost of construction works shall be deducted from the Gross value of all Works Bill in terms of Finance Department order. Also it is instructed to register his/her establishment under the Act, with the competent registering Authority, i.e. Assistant Labour Commissioner / Deputy Labour Commissioner of theregion.

Clause 50. No Mobilization/Secured Advance will be allowed unless specified otherwise in thecontract.

Clause 51. Valid PAN issued by the Income Tax Department, Government of India, valid 15 digit Goods and Services Tax Payer Identification Number (GSTIN) under GST Act 2017, Cess, Royalty of Sand, Stone Chips, Stone Metal Gravel, Boulders, Forest product etc., Toll Tax, Income Tax, Ferry Charges and other Local Taxes, if any, are to be paid by the Contractor/Bidder. No extra payment will be made as a reimbursement or as compensation for these. The rates of supply and finished work items are inclusive of these taxes andcharges.

Clause 52. All working Tools & Plants, Scaffolding, Construction of Vats & Platforms and arrangement of Labour Camps will have to be arranged by the Contractor at his/her own cost.

Clause 53. The Contractor shall supply Mazdoors, Bamboos, Ropes, Pegs, Flags etc. for laying out the work and for taking and checking measurements for which no extra payment will bemade.

Clause 54. The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and

other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rises in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. TheContractorwillnotbeentitledtoanyclaimorextrarateonanyoftheseaccounts.

Clause 55. A machine page numbered Site Order Book (with triplicate copy) will have to be maintained at site by the Contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.

Clause 56. The work will have to be completed within the time mentioned in the e-NIT. A suitable Work Programme based on time allowed for completion of work as per e-NIT is to be submitted by the contractor within 7 (seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing, within 7 (seven) days from the date of receipt of work order, the names of his authorized representatives who are to remain present at site daily during work execution who will receive instructions of the work, sign measurement book, bills and other Government papersetc.

Clause 57. No compensation for idle labour, establishment charge or on other reasons such as variation of price indices etc. will be entertained.

Clause 58. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per PWD practice or any other sign board for safety purpose as per requirement by the concerned Administrative Department will have to be erected by the Contractor at his own cost while operating in publicthoroughfares.

Clause 59. The Contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract.

Clause 60. The Contractor will have to accept the Work Programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable items are completed before impending monsoon or rise in river flood water level or for other suitable reasons.

Clause 61. Quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in any item or supplementary new items of work as decided by the Department, approval of the Superintending Engineer / Chief Engineer / Government would be required, depending on whosoever be the Tender Accepting Authority, before making suchpayment.

Clause 62. In order to cope up with the present system of e-billing, supply of departmental materials is generally not allowed. However, if in special circumstances, Departmental materials may be issued to the Contractor/Bidder to the extent of requirements as assessed, those may be recovered from the Running Account Bill and/or Final Bill, asapplicable.

Clause 63. Any material brought to site by the contractor is subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will havetobesuppliedinphasewithdueintimationtotheAssistantEngineerconcernedin

conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo Jute Filter etc., if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted on each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final andbinding.

Clause 64. For all items of contract jobs requiring skilled labour, the contractor shall have to employ 70% (Seventy Percent) of skilled labour locally. In case the Contractor fails to recruit skilled local labour, the Contractor shall employ skilled labour locally secured by Government in the manner indicated above. For bridge works, highly technical works of labour, the contractor may, with the prior permission in writing of the Engineer-in-charge to whom full facts must be placed for such permission, import and employ skilled labour up to 30% (Thirty Percent) of the total requirement. In this case the expression "Imported labour" shall mean "labour imported primarily from other States and secondarily, from the distant districts of the State of West Bengal." In case where the contactor fails to secure unskilled local labour or to engage imported labour, the contractor shall employ labour locally recruited by Government or labour imported by Government at the rate to be decided by the Superintending Engineer of the works concerned, whose decision as to the circumstances in which employment of such labour is of mutual advantage to Government andthecontractor,willbefinalandbindingontheparties.

Clause 65. All queries and disputes arising out of the works tender contract is to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15 days.

Clause 66. The contractor shall have to make his own arrangements for water, both for the work and use by his workers, etc., for road rollers and for all tools and plant, etc., required on thework.

Clause 67. Contractor will be responsible for the payments of all water charges payable to the Corporation Municipality / Panchayat or any other water works authority including a Government Department concerned.

Clause 68. If the contractors shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Executive Engineer to consider it and the Contractor will be responsible for the consequences arising out of his negligence in this respect.

Clause 69. The Contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.

Clause 70. Contractors in the course of their work should understand that all materials obtained in the work of Dismantling, Excavation, etc., will be considered Government property and will be disposed of to the best advantage of Government.

Clause 71. In case of very special case of circumstances, if any Departmental materials are issued, there may be delay in obtaining the materials by the Department and the Contractor is, therefore, required to keep himself/herself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Department on account of delay in supplyingmaterials.

Clause 72. No compensation for any damage done by rain or traffic during the execution of the work will be made.

Clause 73. Whenever a work is carried out in municipal area, electric lights or electric danger signals whenever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this Department but the Contractor will bear all the expenses.

Clause 74. The Contractor should quote through rate inclusive of cost of materials and carriage to place of working.

Clause 75. The Contractors should give complete specifications showing the method of execution and the quantity and quality of materials they intend to use per hundred square metre area.

Clause 76. In cases where water is used by the Contractor he will be required to deposit in advance with the Executive Engineer the charges for water which are to be calculated in accordancewiththescheduleofmiscellaneousratesintheCanalAct.

Clause 77. It must be clearly understood by the Contractor that no claim on account of enhanced rates on those already accepted, due to fluctuations arising out of any situation will be entertained during the currency of this contract for the work as per schedule attachedtotheagreementandtheadditionalwork,ifany,underClause12ofthecontract.

Clause 78. In the event of emergency the Contractor will be required to pay his labour everyday and if this is not done, Government shall make the requisite payments as would have been paid by the contractor and recover the cost from the contractors.

INCONVENIENCE OF THE PUBLIC

Clause 79. 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 orcausethemtoberemovedatthecontractor'scost.

Clause 80. The Contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish etc. will be removed totheplacesfixedbytheEngineer-in-chargeandnothingextrawillbepaid.

Clause 81. 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 premises cleared of debris etc. And recover the cost from the bill of the contractor, if the latter shows slackness in observing thisclause.

Clause-82. Construction materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

INTERPRETATION OF CLAUSES

Governor means the Governor of the State of West Bengal and his/her successors.

The Government means Government in the concerned Works Department.

The Department means the Secretary of the concerned Department or his/her authorized representative.

The Divisional Officer means the Executive Engineer of the concerned Works Department for the time being of the Division concerned, also identified as the Engineer-in-Charge.

The Sub-divisional Officer means the Assistant Engineer of the concerned Works Department for the time being of the Sub-division concerned. Junior Engineer equivalent to Section Officerof the Section concerned.

Superintending Engineer in the concerned works Department is the final Authority regarding Schedule of Rates and also the acceptance of Non-scheduled item rates arrived on the basis of market rate analysis for supplementary items, and the authority for approval of Reduced Rates and Part Rates. He is also the Tender Accepting Authority for works of value above Rs. 45.00 lakh and up to Rs. 2.00 crore under existing delegated power.

Chief Engineer in the concerned Works Department is the technical head of the DirectorateandisalsotheTenderAcceptingAuthorityforallworksofvalueaboveRs.

2.00 crore. Excess work over individual items comprising theoriginal tender may be exceeded beyond 10% with the approval of concerned tender accepting authority andverified by the Superintending Engineer/ Chief Engineer subject to the total value of workupon completion is within the technically sanctioned cost and that there is no major deviation from original scope of work in the tender. **Any supplementary tender/item/work in connection with the main tender is to be taken up with the approval of the Tender Accepting Authority not below the rank of Executive Engineer**. Such supplementary tenders above 10% of BOQ are to be executed only withtheapprovalofappropriateGovernmentirrespectiveofthevalueoftender.

Words importing the singular number only include the plural number and vice versa.

Irrespective of the accepting authority, Divisional officer shall be the authority signing agreement for all tenders of value more than Rs. 3.00 lakh up to any amount on behalf of theState.

Schedule showing (approximately) materials to be supplied by the Engineer-in-Charge under clause 10:

Particulars	Rates at which the materials will be charged to the contractor			Place of delivery
	Unit	**Rs.**	**P.**	

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

(Name in full)
*Signature of Contractor/Agency
with official seal containing
Principal office address

(Name in full)
*Signature of Executive
Engineer/Assistant Engineer
on behalf of the Governor of the
State of West Bengal with officialseal
containing designation &address

* To be authenticated on each and every page of the contract document by all parties.