



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

**NOTICE INVITING TENDER DOCUMENTS FOR**

**Day to day repair, preventive maintenance, operation by providing High skilled, Skilled, Semi skilled and unskilled Manpower for Electrical installations i.e Sub-station, Lift, HVAC, DG, Fire Fighting system etc. round the clock at Mother & Child Hub, Anupnagar, District: Murshidabad for the period of 1(one) year and may be extended for another 1(one) year**

**(NIT Reference No. : WBMSCL/NIT- 298/2024, Dated – 28/05/2024)**

# WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED

(Wholly Owned by the Government of West Bengal)

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

Phone: 033-4034-0300 ♦ Email: [info@wbmsc.gov.in](mailto:info@wbmsc.gov.in) ♦ website: [www.wbmsc.gov.in](http://www.wbmsc.gov.in)

I.T.B. No. : WBMSCL/NIT- 298/2024

Dated - 28/05/2024

Managing Director, WBMSCL invites sealed bids through electronic tendering (e-Tendering) for “Day to day repair, preventive maintenance, operation by providing High skilled, Skilled, Semi skilled and unskilled Manpower for Electrical installations i.e Sub-station, Lift, HVAC, DG, Fire Fighting system etc. round the clock at Mother & Child Hub, Anupnagar, District: Murshidabad for the period of 1(one) year and may be extended for another 1(one) year” from the bonafied, resourceful and reliable experienced Electrical Contractors mainly credential having on maintenance related works of Electrical installation.

Sl. No.	Name of the Work	Name of the Building	Earnest Money (Rs.)	Period of Contract
01.	Day to day repair, preventive maintenance, operation by providing High skilled, Skilled, Semi skilled and unskilled Manpower for Electrical installations i.e Sub-station, Lift, HVAC, DG, Fire Fighting system etc. round the clock at Mother & Child Hub, Anupnagar, District: Murshidabad for the period of 1(one) year and may be extended for another 1(one) year	Mother & Child Hub, Anupnagar District: Murshidabad	₹ 1,49,341.00	1 Year (may be extended for another 1 year) on the basis of the satisfactory performance of the agency

## **GENERAL CLAUSE OF NIT :**

### **TWO BID SYSTEMS**

1.0 This NIT is of Two Bid Tender, i) Technical & ii) Financial, both to be submitted concurrently in the portal. The bidders who will be technically qualified in respect to Technical and Financial eligibility/capability criteria specified in the below mentioned subsequent clause can only be permitted to participate in the Financial Bidding.

### **TENDER DOCUMENT**

2.0 In the event of e-filling intending bidder may download the tender document from the website directly by the help of his Digital Signature Certificate & upload the same with other documents along with necessary Earnest Money electronically as mentioned in NIT. (Details of which has been narrated in “Instruction to Bidders”). Where an individual person holds a digital signature certificate in his own name duly issued to him by the company or the firm of which he happens to be director or partner, such individual person either belonging to and appropriate cadre officer of the company or an authorized partner of a firm, shall invariably upload a copy of Registered power of attorney showing clear authorization in his favour, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.

- Dully filled in copies of Section – B (Forms) in prescribed proforma with proper dated signature in the relevant spaces to be uploaded electronically. **Documents in support of the information furnished in Forms must be attached/uploaded for evaluation and the file number & page number has to be indicated in the respective column of the Form.**
- Digitally signed Technical Bid and Financial Bid both to be submitted concurrently in the website <https://wbtennders.gov.in>. Tender Document may be downloaded from the website. Submission of Technical Bid & Financial Bid as per the date and time Schedule stated in this NIT. The documents submitted by the bidders should be properly indexed.

### **3.0 Eligibility Criterion for participation in the tender :-**

- All bidders shall have to meet the minimum eligibility criteria in respect of both of the following:
  - Financial Capacity; and
  - Technical Capability including Experience/Credentials.
- The eligibility of a bidder will be ascertained on the basis of the digitally signed documents submitted in support of the

eligibility criteria as mentioned in (a) and (b) above. If any document submitted by a bidder or the Selected Bidder is found at any stage to be manufactured, false or untrue in any material respect, the bid of such bidder or the Selected Bidder (as the case may be) will be rejected outright without prejudice to any other right of the Corporation contained herein, including its right to forfeit the EMD/ Bid Security or invoke the Performance Guarantee (as the case may be).

(iii) **Financial capacity requirement is as follows: -**

<b>Credential criteria of the Bidder</b>				
<b>Sl. No.</b>	<b>Average Annual Turnover of last 3(three) financial years</b>	<b>Credential in single work in last 5(five) financial years</b>	<b>Credential in more than one works in last 5(five) financial years</b>	<b>Earnest amount</b>
1	₹ 37,33,526.00	₹ 29,86,821.00	₹ 22,40,116.00	₹ 1,49,341.00

Supporting documents regarding Avg. Annual turnover duly certified by Chartered Accountant/ Cost Accountant with valid UDIN No. to be uploaded.

- (a) The bidder must be primarily electrical contractor having sufficient credential in electrical installation maintenance related works for the last 5(five) financial years under the authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies under the statute of the Central/State Government. The bidder will allowed for MOU(Memorandum of understanding) agreement with the other eligible contractors having credential mentioned in the scope of works other than maintenance of the electrical installation.  
The credential of the contractors, with whom the MOU agreement will made by the main bidder, mentioned in the scope of works other than Electrical installation maintenance should have credentials in appropriate scope of work for the last 5(five) financial years under the authority of State/Central Gov., State/Central Gov. undertaking, Statutory/Autonomous Bodies under the statute of the Central/State Government.
- (b) It is hereby clarified that the corporation shall have only direct financial and contractual relationship with the main bidder and shall have no direct financial or contractual relationship with any of the entities with whom the bidder will enter into a memorandum of understanding.
- (c) The Bidder must produce the work completion certificates from the competent authority as mentioned in the clause no. (iii) (a). Supporting documents to be uploaded

(iv) **Technical capacity requirements are as follows:**

- (a) The bidder shall be a company limited by shares (private or public) or a partnership firm or a limited liability partnership or a proprietorship firm, incorporated or registered (as the case may be) under the Applicable Laws of India in existence, having their Head Office / Zonal Office within the state of West Bengal for minimum 5 years activities as on the date of submission of bid. Joint bids by way of consortium or by way of joint venture shall not be entertained. Supporting documents to be uploaded.
- (b) The Bidder must submit a declaration in their letter head that they have not been debarred/blacklisted by any Govt. agencies / Govt. Dept. / Quasi Govt. Dept/PSU or similar organization. If any Govt. agencies / Govt. Dept. / Quasi Govt. Dept/PSU or similar organization banned the bidder in the past, in that case the bidder will not be eligible.
- (c) The bidder shall furnish an undertaking for deployment of technical key personnel as per format given in Form section of the Section-B Forms.
- (d) The bidder must submit a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and registration under the Employees State Insurance Act, 1948. Supporting documents to be uploaded.
- (e) The bidder must have obtained authorisation by the Government of India to maintain employees provident fund accounts under the Employees Provident Funds and Miscellaneous Provisions Act, 1952. Supporting documents to be uploaded.

(f) The bidder must have valid PAN and TAN. Supporting documents to be uploaded

(g) The bidder must have valid Goods and Services Tax (GST) registration. Supporting documents to be uploaded.

(h) Last 3 financial years Income Tax return, Current Professional Tax receipt challan of the year 2024, valid Trade License from the respective Municipality/Panchayet etc. The main bidder i.e. the Electrical Contractor must have the valid electrical contractor License with valid supervisory License having S.C.C part no. 1,2,3,4,5, 6(A),7(A),7(B),9,10 & 11 or national S.C.C. from the competent authority, the director of electricity Govt.of West Bengal. Supporting documents to be uploaded.

(i) The partnership firm shall furnish (a) Registration Certificate from Register of firms along with certified copy of Form-VIII issued under Indian Partnership Act, 1932, & (b) partnership deed shall have to be either Notarised / registered from ADSR and the company shall furnish (a) Incorporation Certificate & CIN (b) the Article of Association and Memorandum. (Non Statutory Documents).

(j) 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. Necessary Earnest Money as per above mentioned table will be deposited by the bidder electronically: online - through his net banking enabled bank account, maintained at any bank or: offline - through any bank by generating NEFT/ RTGS challan from the e-tendering portal.** Intending Bidder will get the Beneficiary details from e- tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Performance security @ 10% of the total tendered amount it means monthly rates quoted by the bidder year wise in the BOQ multiplied with 12 to cover the total contract period of years should be deposited by the successful bidder in the form of Bank Guarantee (valid for minimum 15 months) from any scheduled bank within 20(twenty) working days from the date of issuance of provisional work order, If the bidder fails to submit the Performance Security within the stipulated period, his Earnest Money will be forfeited and other necessary actions 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 bidder fails to maintain the all works, rules and regulation as per the NIT scope of work within the contract period, his security Deposit will be forfeited by WBMSCL and other necessary actions like blacklisting of the contractor, etc, may be taken.

4.0. 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.

5.0 Bids will remain valid for a period not less than 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 written confirmation of the contractor/bidder(s) to the effect. If the bidder withdraws the Bid during the period of Bid validity his Earnest Money Deposit will be forfeited. Agency having MSME certificate is not exempted from submission of EMD.

#### **PRICE ADJUSTMENT / PRICE PREFERENCE**

6.0 i) No adjustment of Price or Price Escalation of any kind will be allowed. Adjustment of price (increase or decrease).

ii) No price preference will be allowed for the work under this NIT.

7.0 No Mobilization Advance / Secured Advance will be allowed.

8.0 No Conditional Bid / Tender will be accepted under any circumstances.

9.0 Before uploading tender document through e-filing each page of the tender documents are to be signed by the Bidder/ owner/ partner / authorized signatories having legal authority to do so, failing which the Bid will be treated as informal.



## 10. IMPORTANT INFORMATION

### DATE & TIME SCHEDULE

Sl. No.	PARTICULAR	DATE & TIME
i)	Date of uploading of N.I.T and Tender Documents (online)	30/05/2024 at 11.00 A.M
ii)	Documents Sell / download start date (online)	30/05/2024 at 05.00 P.M
iii)	Pre-bid Meeting Date	06/06/2024 at 03.00 P.M
iv)	Bid Submission Upload Start date (online)	07/06/2024 at 05.00 P.M
v)	Bid Submission Upload End date (online)	20/06/2024 at 03.00 P.M
vi)	Date & Place for Opening of Technical bid (online) for the Bidders	21/06/2024 at 03.00 P.M
vii)	Date & place for opening of financial proposal	To be notified later

### B: LOCATION OF CRITICAL EVENTS

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

11. In case of any unscheduled holiday on the aforesaid dates, the next working day will be treated as schedule / prescribed date for the same purpose.
12. The successful Bidder shall have to execute Formal Agreement with Managing Director, West Bengal Medical Services Corporation Limited within 20(twenty) working days from the date of issuance of provisional Work order.
13. Bank guarantee shall be accepted for the purpose of the security.
14. The intending bidder(s) required to quote the rate item wise in the given format of item rate BOQ considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.
15. The Bidder has to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT. The costs for visiting the working site shall be at the bidders own expense.
16. If more than one Bidder quoted same rate and which are found lowest at the time of opening, such similar multiple rates will not be entertained / accepted. Lowest offer will be ascertained by sealed bid amongst the lowest bidder.
17. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered as non- responsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
18. List of “Technically Qualified Bidders” will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, Bidders are requested to view the tender status on a regular basis. In case of there be any objection regarding Pre-qualification / list of “Technically Qualified Bidders”, that objection should be lodged to the Managing Director, WBMSCL within 48 hours from the date of publication of list of qualified Agency and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee
19. Before issuance of Letter of Acceptance / Provisional Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect/ manufactured / fabricated, Letter of Acceptance / Provisional Work order will not be issued in favour of the bidder under any circumstances and action will be taken accordingly.
20. In case of Ascertaining of Authority at any stage of application or execution of work, necessary registered Power of Attorney is to be produced.
21. The Earnest Money may be forfeited if:-
  - a) If the Bidder withdraws the Bid during the period of Bid validity.
  - b) In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.

- c) During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Bidder are incorrect / manufactured / fabricated.

22. 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 upto 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 by provision of this Additional Performance Security.
23. The selected bidder should execute the work by following the latest guidelines (placed as additional document under technical folder named as 'Guidelines on rational use of personal protective equipment or novel corona virus dieses 2019 COVIT-19') of COVIT-19 issued by Directorate General of Health Services(Emergency Medical Relief), H&FW Department, Govt. Of West Bengal, **the work is to be done at the Corona infected zone.**

**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.**

## **Payment Schedule**

Payment will be drawn according to B.O.Q. on monthly basis after submission of attendance sheet and all other log-book, checklist, PF, ESI, adjustment of penalty(if any) and Bonus payment documents etc. as mentioned earlier from the agency end to the concern AE/SAE(Elec.) of HQ for necessary verification and submission of the same to the Head Quarter.

If any manpower does not provide by the agency then same manpower charge will be deducted from the bill as per the detailed table of the penalty clauses.

## INSTRUCTION TO BIDDERS

### SECTION – A

#### *General guidance for e-Tendering*

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

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

#### **A-1. Statutory Cover file Containing.**

##### **Technical Bid:**

- i) Earnest money (EMD) as prescribed in the NIT
- ii) NIT
- iii) All technical Forms (As mentioned in the NIT, Section-B)
- iv) Printed Tender Form
- v) MOU Agreement along with all related credentials & documents as described in this e-NIT
- vi) Schedule of works

##### **Financial Bid:**

- i) The rate quote item wise in the given format of item rate BOQ. Item rate BOQ will be encrypted in the B.O.Q. under Financial Bid.

#### **A-2. Non statutory / Technical Documents**

- (a) The bidder have to submitted the sufficient credential as per above mentioned clause no. 3.0 Eligibility Criterion for participation in the tender sl.no. (iii)
- (b) The bidder shall be a company limited by shares (private or public) or a partnership firm or a limited liability partnership or a proprietorship firm, incorporated or registered (as the case may be) under the Applicable Laws of India in existence, having their Head Office / Zonal Office within the state of West Bengal for minimum 5 years activities as on the date of submission of bid. Joint bids by way of consortium or by way of joint venture shall not be entertained. Supporting documents to be uploaded.
- (c) The Bidder must submit a declaration in their letter head that they have not been debarred/blacklisted by any Govt. agencies / Govt. Dept. / Quasi Govt. Dept/PSU or similar organization. If any Govt. agencies / Govt. Dept. / Quasi Govt. Dept/PSU or similar organization banned the bidder in the past, in that case the bidder will not be eligible.
- (d) The bidder shall furnish an undertaking for deployment of technical key personnel as per format given in Form section of the Section-B Forms.
- (e) The bidder must submit a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and registration under the Employees State Insurance Act, 1948. Supporting documents to be uploaded.
- (f) The bidder must have obtained authorisation by the Government of India to maintain employees provident fund accounts under the Employees Provident Funds and Miscellaneous Provisions Act, 1952. Supporting documents to be uploaded.

- (g) The bidder must have valid PAN and TAN. Supporting documents to be uploaded
- (h) The bidder must have valid Goods and Services Tax (GST) registration. Supporting documents to be uploaded.
- (i) Last 3 financial years Income Tax return, Current Professional Tax receipt challan of the year 2024, valid Trade License from the respective Municipality/Panchayet etc. The main bidder i.e. the Electrical Contractor must have the valid electrical contractor License with valid supervisory License having S.C.C part no. 1,2,3,4,5, 6(A),7(A),7(B),9,10 & 11 or national S.C.C. from the competent authority, the director of electricity Govt.of West Bengal. Supporting documents to be uploaded.
- (j) The partnership firm shall furnish (a) Registration Certificate from Register of firms along with certified copy of Form-VIII issued under Indian Partnership Act, 1932, & (b) partnership deed shall have to be either Notarised / registered from ADSR and the company shall furnish (a) Incorporation Certificate & CIN (b) the Article of Association and Memorandum. (Non Statutory Documents).

## AWARD OF CONTRACT

The Bidder, whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter/email. The notification of award will initiate the execution of agreement.

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

## Penalty Clauses:

In case the Service Provider is in breach or default as specified in the table below and fails to cure such breach or default within the timelines specified in the table below, the Authority shall be entitled to deduct such sums as specified in the table below from the Contract Fee due to the Service Provider or from the Performance Guarantee as liquidated damages. Determination of such breach or default on the part of the Service Provider shall be ascertained by the Authority only and the Service Provider shall accept such determination of the Authority without any demur or protest:

Sl.No.	Nature of Breach or Default	Penalty (in Rs.) (Non refundable and non adjustable)
1	If any designated manpower does not provide by the agency on any day, then a penalty for that manpower will be deducted from the bill as follows:	
(a)	Supervisor	@ Rs.1180/- for each person per shift
(b)	High skilled	@ Rs.820/- for each person per shift
(c)	Skilled	@ Rs.740/- for each person per shift
(d)	Semi skilled	@ Rs.680/- for each person per shift
(e)	Unskilled	@ Rs.600/- for each person per shift
2	If any manpower does not wear shoe/ proper dress code, within 15 days from the date of commencement of the O&M works then a penalty for that manpower will be deducted from the bill.	@Rs.100/-day for each person per shift
3	If any fault(s) does not rectify and pending day by day due to negligence of the agency then a penalty will be imposed and has the right to deduct a minimum amount from the bill for each fault/day or as per the decision of the concerned SAE/AE.	@ Rs.500/- each fault per day (minimum)
4	Failure to/delay in forwarding request within 1 hour from the time of breakdown to the Comprehensive Maintenance Contractor for replacement/preventive schedule maintenance/carrying out maintenance of any of the Systems mentioned in the scope of work.	@Rs. 200/- per hour

5	If agency does not provide all good tools & tackles as mentioned in the list(c) of scope of work for the O&M Services within 30 days from the date of commencement of the O&M works then a penalty will be imposed and has the right to deduct a minimum amount from the bill.	@Rs. 1200/- per day
6	Delay in replacement/replenishment of minor consumables specified in the Scope of work, which causes any delay or disruption in performance of any O&M Services.	@Rs. 500/- per day
7	If agency does not provide any O&M service or any part thereof with the full satisfactory of AE/SAE(E) in-charge at site then a penalty will be imposed and has the right to deduct a minimum amount from the bill.	@Rs. 2000/- per day
8	Failure to take or implement necessary safety measures as per the Applicable Law or the standard operating procedure or the guidelines issued by the Corporation and/or State Government in this regard.	@Rs. 1000/- each case.
9	If the selected bidder failed to provide hired DG set at the time of emergency within 3 hours time frame from the time of crisis arise then a penalty will be imposed and has the right to deduct a minimum amount from the bill.	@Rs. 2000/- per hour delay beyond time frame as specified.
10	If the selected bidder does not provide Walkie Talkie(8 nos) within 30 days from the date of commencement of the O&M works then a penalty will be imposed and has the right to deduct a minimum amount from the bill.	@ Rs. 1000/- per day per Walkie Talkie.
11	Since the selector bidder will provide the service for the office of higher officials so abandonment/ ceased work of the O&M Services by the selected bidder or its employee or personnel will be not acceptable otherwise a penalty will be imposed and has the right to deduct a minimum amount from the bill.	@ Rs. 50000/- per day
12	If the selected bidder fails to execute within 4(four) months from the date of acceptance for yearly thorough servicing, maintenance & setting of Tapping/relays of HT Installation i.e. Transformers & Switchgears (HT & LT) and Insulation Testing, Earth testing by engaging well equipped approved testing team authorized by the Directorate of Electricity, Govt. of West Bengal with transformer oil from Govt. approved testing lab including submission of detailed Inspection Report and rectification executed/ if any in the prescribed format duly signed by the Authorized Supervisor of the approved testing team.	@Rs. 1,50,000/- from the 2 <sup>nd</sup> quarter bill.
13	If the selected bidder fails to procure the certificate from the BEE certified energy auditor, a statutory body under Ministry of Power, Govt. of India as per the prescribed format of the auditor within 6(six) months from the date of acceptance.	@Rs. 1,50,000/- from the 3 <sup>rd</sup> quarter bill.
14	If the selected bidder fails to supply within 1(one) month from the date of acceptance a set of latest computer with all allied accessories like printer, scanner, internet facilities etc. within 01 (one) month	@Rs. 60,000/- from the 1 <sup>st</sup> quarter bill.

The above mentioned liquidated damages shall be subject to a maximum limit of 10% (ten percent) of the progressive bill value.

# SECTION – B

## 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-298/2024 Dated -28/05/2024 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 - B

### FORM - II

#### B.2.

#### Work in progress.

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

#### Work order issued but work not started.

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

\_\_\_\_\_  
Signature

Date: -----

\_\_\_\_\_  
Name of the Firm with Seal.

## **SECTION – B**

### **FORM- III**

#### **B.3. STRUCTURE AND ORGANISATION.**

**B.3.1. Name of applicant::**\_\_\_\_\_

**B.3.2. Office Address::** \_\_\_\_\_

\_\_\_\_\_

Mobile No.::\_\_\_\_\_

Valid E-mail Id. ::\_\_\_\_\_

**B.3.3. Name & address of Bankers::**\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date:**

\_\_\_\_\_  
**Signature of applicant.**

including title and capacity in which application is made.

**SECTION-B**  
**FORM – IV**

**B.4. EXPERIENCE PROFILE.**

**B.4.1. Name of the Firm:** \_\_\_\_\_  
\_\_\_\_\_

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

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

Note: a) Certificate from the Employers to be attached

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

**Date:**

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

## **SECTION-B**

### **FORM-V**

#### **UNDERTAKING FOR DEPLOYMENT OF TECHNICAL KEY PERSONNEL**

*(On the letter head of the bidder)*

The Managing Director  
West Bengal Medical Services Corporation Ltd.  
Swasthya Sathi  
GN 29, Sector V, Salt Lake  
Kolkata-700 091, West Bengal, India

Sir,

Subject: Bid in response to your e-NIT bearing WBMSCL/NIT-298/2024 Dated -28/05/2024 for **“Day to day repair, preventive maintenance, operation by providing High skilled, Skilled, Semi skilled and unskilled Manpower for Electrical installations i.e Sub-station, Lift, HVAC, DG, Fire Fighting system etc. round the clock at Mother & Child Hub, Anupnagar, District: Murshidabad for the period of 1(one) year and may be extended for another 1(one) year”** with reference to your e-NIT bearing bid reference no. WBMSCL/NIT-298/2024 Dated -28/05/2024 **“Day to day repair, preventive maintenance, operation by providing High skilled, Skilled, Semi skilled and unskilled Manpower for Electrical installations i.e Sub-station, Lift, HVAC, DG, Fire Fighting system etc. round the clock at Mother & Child Hub, Anupnagar, District: Murshidabad for the period of 1(one) year and may be extended for another 1(one) year”**. we hereby do agree that we shall deploy following technical key-staff for certain Electrical and electro mechanical systems for performing the O&M Services (as defined in the NIT) as follows:

Sl. No.	Category of Maintenance Personnel	Mandatory Requirement
I	Supervisor	Minimum Diploma in Electrical Engineer having minimum 03 years experience in building maintenance
II	High Skilled Electrician	Those workers have minimum i(a), i(b) and v licence from Directorate of Electricity, Govt of West Bengal and minimum three Years of working experience are treated as only Highly skilled worker.
III	Semi Skilled Electrician	Those workers have minimum i(a), i(b) licence from Directorate of Electricity, Govt of West Bengal are treated as only skilled worker.
IV	Lift Operator (Semi Skilled)	Valid License from the Directorate of Electricity, Govt of West Bengal.
V	Skilled Mechanic for HVAC system	At least Three Years of working experience on ductable, VRF, Package unit including casettee, Split, window, tower ACs etc. Should have capable to rectify the breakdown
VI	Fire Fighting Supervisor/leader (High skilled)	Minimum Diploma in Fire Safety Engineering from any reputed Govt. organization, with having three years of working experience
VII	Fire Fighting mechanics cum operator/Fitter (Semi skilled)	At least three years of working experience in Fire Detection & Protection system, should have capable to rectify the fault, making the system healthy
VIII	Un-skilled Personnel / Helper	Remaining workers treated as unskilled worker.

For [Name of bidder]

[Signature]

[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]

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

## **SECTION-B**

### **FORM-VI**

#### **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 vide e-NIT no: WBMSCL/NIT-000/2024 Dated -00/04/2024 and other tender documents mentioned therein along with the drawing attached. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

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

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

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

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

Date :

Signature of Tenderer

Postal address of the Tenderer

**Name of the Firm with Seal**

**SECTION-B**  
**FORM-VII**  
**MOU AGREEMENT**  
**(should be furnished in ₹100 notarized stamp paper)**

**SECTION-B**  
**FORM-VIII**  
**BID SECURITY (BANK GUARANTEE) FORM**

[Insert: No Bid Security is requested or The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

\_\_\_\_\_

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

Beneficiary: \_\_\_\_\_ [ Name and Address of WBMSCL]

Date: \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Tenderer in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by WBMSCL during the period of bid validity , (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security. If required, in accordance with the Instruction to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty – eight days after the expiration of the Tenderer's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

- (c) While issuing Bank Guarantee, issuing applicant must mention receiver's details as **ICICI Bank IFSC ICIC0001056. Branch Salt Lake Sector 5**, in BG text at which SFMS IFIN 760 message to be send by issuing bank, to establish the authenticity of given BG.

\_\_\_\_\_

[Signature]



## **SCOPE OF WORK:**

- The essence of this contract is to achieve as minimum Breakdown as possible since the said premises falls under the health care service area. All efforts are to be made with up-to-date maintenance in achieving this, by using scheduled Routine & Preventive maintenance and Corrective maintenance techniques at all times.
- Contractors shall deploy experienced technical staff, who have experience in troubleshooting & restoration of breakdown works and handling power shutdown situations. Deployed supervisors/technicians shall have the ability to read the power and control circuit drawings, and also have the ability to do troubleshooting and rectification.

### **The Scope of work includes the following:**

- Operation and maintenance of 11/0.415 KV or 6.0/0.415 KV (As applicable) Sub-station Equipment.
- Operations of Diesel Generator sets with AMF panels including daily maintenance of controlling/protective accessories.
- Operation and routine, preventive & breakdown maintenance of LT PCC and Distribution Panel Board, Main Panel, Sub Panels, Main Distribution Boards, SPN DB's, HTPN DB'S, VTPN DB'S, SM LDB's, HVAC control Panel, AHU Panels of all buildings of Swasthya Bhawan premises; Underground cablings, Street Light Networks, Solar Power Systems, UPS Systems, etc. and all other electro-mechanical utilities of Swasthya Bhawan premises.
- Operation routine, preventive & breakdown maintenance of 1-Ph/3-Ph UPS Systems and Battery Banks /Power Packs.
- Operation and routine & preventive maintenance of (i) Bus Ducts, (ii) Capacitor Banks, (iii) HT, LT cables and Distribution & Point Wirings installation, (iv) Light fixtures, different types of fans etc., (v) street light networks and its accessories, etc.
- Operation and maintenance of safety devices including measurement of earth resistance of the Earth Pits both for HV, LV & ELV and LC.
- Operation of Lifts of different capacities.
- Operation of HVAC Systems, Mechanical Ventilation, and other Air Conditioning Systems.
- Maintenance of Fire Detection & Protection system.

### **Operation and maintenance of 11 KV Sub-station:**

1. The agency will have to depute a round-the-clock highly skilled electrician/electrician having workman permit up to 11KV working authorization from the Directorate of Electricity including helper with Co's own tools-tackles & other instruments as required to carry out the maintenance work smoothly.
2. The agency including its manpower at the site is fully responsible for the restoration of any breakdown or malfunctioning of electrical systems including substation equipment. He should carry out the work with his technical team/ if required hired an expert team from outside within the time frame. No extra cost will be provided from this end.
3. The agency have to carry out the routine check-up and normal maintenance works with maintaining an appropriate record book/Log Book/Challan, duly signed by the authorized representatives and countersigned by the concerned Sub-Assistant Engineer/Assistant Engineer with their satisfaction; which has to be submitted along with the bill. Without submission of the same, the Bill will not proceed.
4. Yearly thorough servicing, testing, checking, maintenance & setting of Tapping/relays of HT Installation i.e. 2 nos. 1000 KVA Transformers & 3 panel 11 KV Switchgear, LT ACB, relay, MCCB, control panel, PLC, APFC panel, Main LT panel, sub main panels, HVAC panels etc once in a year by OEM / approve testing team including Cost of Minor repairing of transformer, HT breaker, ACB, panels and Insulation Testing, Earth testing has to be carried out by engaging well equipped approved testing team authorized by the Directorate of Electricity, Govt. of West Bengal with transformer oil from Govt. approved testing lab. The detailed Inspection Report and rectification executed/ if any should be submitted in the prescribed format duly signed by the Authorized Supervisor of the approved testing team. Without submission of the same, the Bill will not proceed. This work should be executed within 4(four) months from the date of acceptance of this e-tender.
5. Switching ON and Switching OFF the Circuit Breakers, Isolators, etc. of Sub-station as and when required according to load requirements and instructions from the Site-In-charge of WBMSCL will be carried out by the High skilled electrician engaged by the agency at the site.
6. Preventive maintenance such as maintenance of defective insulators, lightning arrestors, cables, transformers, Isolators, Breakers, HT panels, LT panels, Station Transformers, CT, PT, Battery chargers, Battery bank, control room wiring, etc. is to be carried out by the agency and that should be recorded in the checklist as per the format provided by WBMSCL for preventive maintenance & upkeep the system. Without submission of the same, the Bill will not proceed.
7. At the time of any Breakdown, the agency will be liable to complete the work at an earliest. For the same, the agency may engage extra manpower, if required without claiming any extra charge. In case of any materials are needed, the

- agency should provide the same with prior approval from the appropriate authority. The cost of the materials will be paid as actual as approved by the authority in due course.
8. Sub-station should be kept clean and regular check-up of the parameters required for smooth functioning of the Sub-Station with the instruments such as Infrared thermometer / thermal imaging multi-meter, etc. should be recorded in the checklist as per the format provided by WBMSCL. A copy of the checklist with fit certificate has to be submitted with the monthly Bill else the Bill will not be proceed.

### **Operation of DG set:**

1. The agency has to depute experienced & trained attendant cum- DG Operator according to each shift of each day throughout the year including Holidays, Saturdays & Sundays round the clock.
2. The agency will be responsible for coordinating all activities during the operation & servicing of any of the DG sets and associated systems. For any kind of fault arising at any time, the supervisor of the agency must inform to the authorized AMC agency and also to AE/SAE of WBMSCL to restore the system at the earliest.
3. Operation of DG sets & cleaning & tightning of AMF panel, Inspection for any vibrations or any abnormal sound, checking of fuel level of DG Set, Inspection of alternator for overheating / abnormal noise, Inspection of voltage, frequency, amperes, etc., Lubricating Oil, Battery, etc. have to maintain as outlined in the service manual/SOP of the OEM. Carrying & pouring of necessary Fuel and maintaining the record of fuel in the separate logbook for DG Set as per given Pro-forma for Operation of DG Sets. A copy of the Logbook has to be submitted with the monthly Bill else the Bill will not proceed.
4. Test run of the DG Sets has to be done at Off/On load condition, as per direction of concerned AE/SAE as per prescribed routine. In case of every operation including test run, the parameters should be noted in the respective Logbook, mentioning Start Time, Stop Time, Current, Voltage, Frequency, Start time Oil level, Stop time Oil level, etc. under the signature of DG operator & countersigned by its supervisor and concerned AE/SAE. A copy of the Logbook has to be submitted with the monthly Bill else the Bill will not proceed.
5. Periodical cleaning of the generator set along with all ancillary parts/ fixtures has to be done once in a week.
6. The selected bidder should maintained liazo with the agencies who are provided hired DG sets of different ratings, locations nearby to the mentioned site, so that in case of emergency temporary power supply in the interest of patient care service, the selected bidder will bound to hire the same at respective site and the expenses incurred by the Selected Bidder for hiring the same will be reimbursed as per the actual rate approved by WBMSCL. In the interest of patient care service, the selected bidder is bound to obey the above or as per the directives time to time by the WBMSCL, otherwise the penalty clause will be imposed on the selective bidder.

### **Operation and Routine, Preventive & Breakdown Maintenance of Electrical Installation:**

1. The Scope of maintenance of electrical installation includes Routine, Preventive and Corrective Maintenance of L.T. Distribution lines to each floor of the buildings of Swasthya Bhawan Premises under WBMSCL and its entire compound area entire wirings, Rising main, Busbar, BDB, PDB, VTPN, LT panels, Feeder Pillar Box, power & distribution cables, fittings & fixtures, Switch Boards, Power and Computer Points, Power outlet of all sorts of Air-conditioning Systems, Sound systems, PA Systems, resetting/ Switching off of Fire detection system during normal operation/ malfunctioning, etc., Operation, configuration & repair/replacement of Timers for AC / Compound light, Street Light including all glow sign and metal sign boards. Electrical Installations/ distribution up to Switch Board/ Panel of Lift Machine Room & Pump Room and/or Kiosk of Pump for Water Supply system.
2. Cleaning & checking of all the fittings & fixtures, Panels, TPN & SPN DBs, SFUs & other Electrical Installations, as well as the Compound Light installations in a regular interval to keep them in tip-top condition with companies own tools and tackles other than the List of Tools and Tackles (c) for the O&M Services to be provided by the WBMSCL, ladders, safety equipments as required without any extra cost and the checking report has to be recorded in log book with fit certificate and that fit certificate should be enclosed at the time of bill submission otherwise the bill will not be proceed.
3. The checking & repairing of the different types of light fittings, ceiling fans, exhaust fans, etc. have to be done by the agency at its own cost (except for rewinding the coil of fans) including dismantling and re-fixing of the same. Especially, all the ceiling fans of the entire worksite are to be inspected completely once in 3(three) months, to prevent unwanted falling of Ceiling Fans but if occurs the agency will be fully responsible for that. Split Pin, once taken out from the installation should not be re-used under any circumstances. The required number of Split Pin and Jam Nut should be provided by the agency at their own cost. The Fan register has to be maintained following the prescribed proforma, wherein every each detail of checking, cleaning, replacement of spares, repairing, etc. will be recorded against each Ceiling/ Exhaust/wall fan and every record should be signed by the attending Electrician & Supervisor of the agency, duly countersigned by the concerned SAE and AE. Fit certificate has to be submitted with the monthly Bill else the Bill will not proceed.
4. Measuring of various electrical parameters e.g. Current, Voltage, Power, Power factor, Temperature of different L.T. panel boards, BDBs, Main switches, etc., tests of Insulation Resistance, Earth Resistance, etc. are to be carried out every month and test results are to be recorded in Logbook. A Thermal Imaging Camera / Thermal Scanner should be

- used for measuring the temperature of electrical equipment regularly to find out the abnormalities (i.e. Hot points) and a printout of images with date and time should be provided to the concerned SAE and AE. In the case of an abnormal reading is noticed, the same has to be rectified/set right immediately by taking prompt, appropriate & effective measures/actions in consultation with concerned the AE/SAE. Cross-checking with the thermal imaging camera should also be done after the completion of rectification work. The engaged agency will supervise overall maintenance works and examine Logbooks for any abnormality and sign the Logbook accordingly.
5. Switching On/Off of the common service lighting area e.g. compound, corridors, staircases, etc. and AC machines, Light, Fan, etc. in a closed room like Library, Store or those are not run beyond duty hours or off day is the sole responsibility of the agency.
  6. All maintenance staff of the contractor must be adequate and incessantly alerted and inspected, if there any sign of heating-up, burning smell, discoloration, or sparking at any of BDBs, panel boards, rising main, etc. due to overloading or loose termination. Special care should be taken to check for any high unbalance in loading.
  7. In case of power failure or an unfavourable situation, the agency will have to communicate with the concerned power supply company (WBSEDCL or Others) and extend help or cooperation to the said authority to restore the power supply. In the meantime, the agency will have to operate the switching mechanisms of interconnections among available sources at suitable locations to maintain power supplies at important locations by monitoring and/ or restricting electrical loads in consultation with the concerned SAE & AE.
  8. In the case of a fault in any electrical installation- starting from the power source to light, fan, call bell, plug points, etc. i.e. cables, sub-panels, distribution boards, main switches, earthing attachments, compound lights, etc. have to be restored by the maintenance staff of the agency. And the entries regarding the fault with mentioning the type of faults, nature of work done, fault clearance time, etc. have to be noted in the logbook. In case of any materials are needed, the agency should provide the same with prior approval from the appropriate authority. The cost of the materials will be paid as actual as approved by the authority in due course.
  9. In case of any breakdown in power supply caused by cable fault etc., if the situation demands the agency will have to be restored the power supply temporarily either with the materials available at this department or by arranging the same temporarily and safely at his own cost until restoration the same.

#### **Operation of Lifts:**

1. The agency has to provide the lift operator who will operate lift from inside the car for each operational lift for each shift as directed by WBMSCL for 365 days.
2. The lift operator will keep a close watch on the operation of the lift and show proper guidance to passengers whenever necessary as per advice outlined in the manual.
3. Regularly check the health of batteries and UPS which are working with ARD with cleaning inside the lift car properly every day.
4. If there is any problem or error in the lift or any equipment of the lift or in the lift panel, the operator has to rescue the passenger immediately. In the event of a major problem, the lift should be immediately turned off and reported to the authorized AMC service provider in addition to WBMSCL's site-in-charge and a breakdown notice is also to be hung in front of the elevator.
5. In case of power failure or trip for any other reason, if the lift stops in the intermediate position and the ARD does not work; The operator should contact the other supervisor/ site engineer via elevator phone or mobile for help. Then the lift has to be brought to the nearest floor by operating with the manual device. The rescue operation if required due to any failure of lift shall be carried out by the agency by ensuring the safety of the passengers.
6. The attendant should record in the log book all the details about the activities of the lift, the problems that occur and remedies, etc.; and should be signed by the operator and supervisor of the agency duly countersigned by the concerned SAE and AE. A copy of the register must be submitted with the monthly bill otherwise the bill will not proceed.

#### **Operation HVAC Systems and Operation of Other AC Units:**

1. Filter Cleaning of split & VRF units: The maintenance staff must clean all filters on monthly basis and shall be recorded in log book.
2. Cleaning Other Components on monthly basis with equal gapping:
  - Other components also have to clean periodically as well. Ducts must be kept clean of dust, and other contaminants for healthy indoor air.
  - Agency should have to inspect on monthly basis the drain line of all split & VRF type AC units and clean the drain lines on monthly basis.
3. To minimize the surprising energy losses due to a large leak, a periodical inspection has to be made of the ducts & canvas of the air conditioning system. If any beakdown occurs in Airconditioning system because of leakage in ducts or canvas and finds negligence in regular O&M, the agency will be penalized financially.
4. If the water condenses locally in different parts of the duct due to damaged duct insulation, it may damage the false

ceiling. Similarly, damaged underdeck insulation may be the cause of water condensation on the floor immediate above. Which may disrupt the public service. To minimize such incidents, the O&M staff of the organization should conduct a complete inspection once every month and record the same in the prescribed logbook.

5. The sensors of the HVAC control system, such as temperature and humidity sensors, or occupancy sensors, should be regularly checked for proper operation. The defective sensors can affect appropriate cooling and daily starting ON & OFF schedule, which may be the cause of energy losses.
6. The agency has to create a diagram of HVAC duct route & HVAC control system and kept updated, to ensure the control systems are easy to understand. This not only makes it easy to troubleshoot the problems but also helps to plan replacement schedules.
7. These diagrams should include the HVAC units, sensors, ducts, and other air handling components, controllers, and how all these components connect to each other, as well as areas of the different control zones. To read it better, the sensor & control diagrams should be separate from the AHU system layout diagrams.
8. The agency has to maintain a logbook/ register with complete documentation following the prescribed format; for day-to-day filter cleaning & replacement, cleaning of duct & other components, leak checking of the refrigerant line & duct, canvas checking, insulation checking of refrigerant copper pipe & duct, HVAC control system checking, performance checking of HVAC sensors, etc. A copy of the register must be submitted with the monthly bill otherwise the bill will not proceed.
9. The agency will be responsible for coordinating all activities during the operation & servicing of any part of the air-conditioning system and associated systems. For any kind of fault (like filter, duct, refrigerant copper pipe, insulation of duct, insulation of copper pipe, under deck insulation, HVAC control system, HVAC sensors, etc.) arising at any time, the supervisor of the agency must be kept informed to the authorized AMC agency and also to AE/SAE of WBMSCL to restore the system at the earliest.
10. In case of emergency restoration of breakdown if required, the agency must carried out necessary rectification work with prior approval of WBMSCL. The cost of such expenditure will be borne by WBMSCL.

### **Operation of Fire Protection Systems:**

1. The agency shall carry out all operations of the fire systems installed at the Swasthya Bhawan & mentioned building ("Fire System") including portable fire extinguishers, fire alarms, all the fire fighting equipments, pumps, engines, lay hose lines, nozzles, ladders, fire hydrants, etc, and comply with all Applicable Laws other relevant laws and norms in this regard for prevention of fire.
2. The agency shall operate fire apparatus under the direction of the station officer and according to procedures as outlined by the Fire Department. The agency shall operate the fire extinguishers in case of a fire, shall transport fire fighting crews safely in case of any fire or other emergency situations. The agency shall operate fire siren or hooter in case of any emergency and arrange announcement on P.A. system in consultation with the administration.
3. Record all incidences of breakout of fire in Fire Record and preserve copies of all such Fire Records in an appropriate condition at all times. Organize and impart training to its employees and personnel and also the employees and personnel of the administration stationed at the Swasthya Bhawan premises, in first aid, fire fighting, using fire extinguishers, evacuating the mentioned buildings, calling for fire brigade and providing assistance to fire service or fire fighters in case of breakout of fire.
4. Perform a thorough daily inspection; pump check-up, diesel engine operated fire pump check-up including maintaining fuel stock. Participate in salvage operations and use salvage covers, floor runners and other related equipment after fire operations to reduce property damage from heat, smoke, fire, gases, and water. Perform evacuation drills and training at regular intervals as per relevant laws and norms in consultation with the Corporation. Be equipped to transfer, lift and move patients by employing appropriate safety and lifting techniques in any emergency.
5. Perform regular inspection of all the extinguishers as per relevant laws and norms including checking their tubes, discharge hoses, pipe, nozzle, clamp, etc, checking of weight for loss of mass in gas type extinguishers and update in fire record. Arrange for proper placement of extinguishers after inspection or maintenance or refilling and subsequent to its use during fire drills or demonstration, etc. In case of any emergency, the agency will arrange repairing or refilling or replacement of fire extinguishers if required as per direction of WBMSCL. The cost of such emergent repairing/refilling/replacement work will be borne by WBMSCL.

Promptly evaluate any alarm signal received on the control desk or panel and immediately attend to the problems and inform the Corporation, administration and security staff for any emergency alarm signal received and keep a record of the events. Arrange periodic inspection or cleaning of heat or smoke or multi detectors on regular basis as required. Check the working of fire siren or hooters on regular basis. Check the sensitivity of each detector and make necessary adjustments (if found not to be in acceptable security ranges as per the instruction manual and specifications of the AMC service provider and WBMSCL). Perform any additional special tests as required by any relevant laws and norms. Perform routine visual inspection of microprocessor based fire alarm system and conduct

check up for any problem and inform the Corporation.

In all the cases, the selected bidder should have provided fit certificate at the time of submission of the bill.

**Operation and Routine, Preventive & Breakdown Maintenance of UPS System & other installation:**

1. Checking and rectifying faults, if any, of geysers, water dispensers, UPS, etc, at site.
2. Attend day-to-day problems of all UPS installed at site.
3. The periodical health check up of the batteries of UPS/Inverter are to be checked once in a month as per the check list provided by WBMSCL and report to the concerned AE/SAE, HQ.

**O&M Manpower in detail to be provided:**

Type Staff	Electrical	HVAC	Lift	Fire fighting System	Total
	in Shift	in Shift	in Shift	in Shift	
Supervisor or Trained Engineer	1				1
High Skilled	2			1	3
Skilled		2			2
Semi-Skilled	3		4	3	10
Un-Skilled	6				6
	Total				22

**Qualifications & Technical ability of the deployed Personnel:**

Sl. No.	Category of Maintenance Personnel	Mandatory Requirement
I	Supervisor	Minimum Diploma in Electrical Engineer having minimum 03 years experience in building maintenance
II	High Skilled Electrician	Those workers have minimum i(a), i(b) and v licence from Directorate of Electricity, Govt of West Bengal and minimum three Years of working experience are treated as only Highly skilled worker.
III	Semi Skilled Electrician	Those workers have minimum i(a), i(b) licence from Directorate of Electricity, Govt of West Bengal are treated as only skilled worker.
IV	Lift Operator (Semi Skilled)	Valid License from the Directorate of Electricity, Govt of West Bengal.
V	Skilled Mechanic for HVAC system	At least Three Years of working experience on ductable, VRF, Package unit including casettee, Split, window, tower ACs etc. Should have capable to rectify the breakdown.
VI	Fire Fighting Supervisor/leader (High skilled)	Minimum Diploma in Fire Safety Engineering from any reputed Govt. organization, with having three years of working experience



VII	Fire Fighting mechanics cum operator/Fitter (Semi skilled)	At least three years of working experience in Fire Detection & Protection system, should have capable to rectify the fault, making the system healthy
VIII	Un-skilled Personnel / Helper	Remaining workers treated as unskilled worker.

**(C) List of Tools and Tackles for the O&M Services to be provided by the agency at his own cost:**

1	Digital Clamp meter Type: 1000A, Model No. 305/EM ESP Make: Fluke
2	Digital Multimeter Model: Fluke-107 Make: Fluke
3	Hand driven analogue display insulation tester with Waco make kit Model: WI 2005 Type: 1000V, Range-10000 MOHMS Make: Waco
4	Digital Earth Tester with Earth testing kit Waco make Type: 100V-20 MOHM Model: Waco 4100 Make: Waco
5	Environment Meter Type: Humidity meter, Light meter, Anemometer, type K/J thermometer. Make: Waco/HTC
6	Digital Weight Measurement Instrument with calibration certificate Type: 0 to 200 Kg. Make: Any reputed
7	Measurement tape Type: Steel tape, 5 Mtr.(19mm wide tape) Make: Freemans
8	Measurement tape fiber glass Type: 30 Mtr. Model: FT 30 Make: Freemans
9	Metal try square Type: 6inch Make: Any reputed
10	Feeler Gauge Type: 0.05 mm – 1 mm; 25 precision blade Make: Any reputed
11	Digital Vernier Callipers ( Aerospace digimatic) with box/ any reputed brand. Type: 0 to 150 mm
12	Rotary Hammer Drill Machine set with Drill Bit (4mm to 20mm concrete, metal and wooden)Set Model No.: GBH-2-26-RE Make: Bosch
13	Variable speed air blower Type: 820watt, GBL 82-270 Make: Bosch
14	Hot air gun Type: 1800 W, GHG 180 Make: Bosch
15	Hot melt glue gun Item Part No.: 69- GR20B Make: Stanley
16	Transparent heavy gumming glue stick for hot melt glue gun Type: 10 Inch Make: Any reputed
17	Angle Grinder with 5 nos grinding wheel Type: 750 watt, GWS 750-100 Professional ( 4", 750W) Make: Bosch
18	Single Phase Portable 200A MMA Inverter Welding Machine with 3mtr. Welding Cable, 3mtr. Return cable, welding holder & Earth clamp Type: 200 Amp, Single phase Model: Arc 200i (IGBT) Make: ESAB
19	Mild Steel Welding Electrode,(24 pices in a box) Type: 6013, 3.15mm x 350mm

	Make: ESAB
20	Hand Rotary Barrel Pump Make: Any reputed
21	Water jet pump(Bosch make)
22	Oil Can 250CC Model:OC 12 Make: Taparia
23	Square Drive Socket Set with socket and accessories Model No:-S- 1/4 H(17 sockets & 6 accessories) Make: Taparia
24	Double ended ring spanner set Size:6/7,8/9,10/11,12/13, 14/15, 16/17, 18/19, 20/22, 21/23, 24/27, 25/28,30/32 Item part No.: 1812 Make: Taparia
25	Double ended flat spanner set Size: 6/7, 8/9, 10/11, 12/13, 14/15, 16/17, 18/19, 20/22, 21/23, 24/27, 25/28, 30/32 Item part No.: DEP-12 Make: Taparia
26	Adjustable Spanner chrome plated Type: 155 mm Make: Taparia
27	Adjustable Spanner chrome plated Type: 255 mm Make: Taparia
28	Adjustable Spanner chrome plated Type: 380 mm Make: Taparia
29	Water pump plier Type: 250 mm Make: Taparia
30	Wire stripper plier Make: Taparia
31	Internal straight nose circlip plier Item part no.: 1441-7C Make: Taparia
32	Internal Bent nose circlip plier Item part no.: 1442-7C Make: Taparia
33	Tin cutter with spring Item part no. TCS10 Make: Taparia
34	Allen Key Set Inc Item Part No.: KI 10(inch) Make: Taparia
35	Allen Key Set mm Item Part No.: KM9V (metric) Make: Taparia
36	Series Long nose plier Item part no.: 1420-6 Make: Taparia
37	Non insulated terminal Crimping tools small Type: 0.5 sq mm – 16 sq mm Make: Jainsons
38	Soldering iron 30 Watt with Soldering iron, paste (100 gm) & 1mm soldering iron wire roll (100 gm) Make: Stanley
39	Flat screw driver Type: Blade length 300 mm, Blade Dia 8 mm Make: Taparia
40	Flat screw driver Type: Blade length 450 mm, Blade Dia 10 mm Make: Taparia
41	Flat file Type: Bastrad, Item No. FL2501 Make: Taparia
42	Half round file Type: 2nd cut, Item No. HR 2002 Make: Taparia
43	Round file Type: Bastard, Item No. RD 1501 Make: Taparia
44	Hacksaw with 10 nos steel cutting blade Type: 12 inch, Chrome frame Make: Any reputed
45	Mini Hacksaw with 10 nos steel cutting blade Type: 06 inch, Chrome frame Make: Any reputed
46	FRP- Sintex/ Youngman 6ft long step self suported step ladder
47	FRP- Sintex/ Youngman make 16ft long(extended type) step ladder
48	Rechargeable battery powered



	Type: 5 watt led torch with battery Make: Any reputed
49	Battery powered ultra bright led(3 watt) head torch with rechargeable battery Make: Any reputed
50	Universal set Item part no.: 1005 Make: Taparia
51	Claw Hammer with handle Type: CLH450 Make: Taparia
52	Sledge Hammer with Hickory wood handle Type: SHHW-1350 Make: Taparia
53	C-Clamps Item Part no.: 1263-6 Make: Taparia
54	F-Clamps Item Part no.: FC15-250 Make: Taparia
55	Rubber Gloves Type: Electrical shock proof (up to 11kV). Make: Any reputed
56	Centre Punch Product No.: 1985 Make: Taparia
57	Full body harness, Single Hook with safety certificate Make: Udyogi/Any reputed
58	Welding helmet Make: Any reputed
59	Fan Bearing Puller both inside and outside Model: BP 304 Make: Taparia
60	Screw driver set with Neon Blub Model: 840 Make : Taparia
61	Combination Pliers, 165 mm. Make : Taparia
62	Soft Faced Hammer with Handle, 500 gm. Product No.: SFH-50 Make: Taparia
63	Laser Thermo detector GIS- 500 professional Make - BOSCH
64	Centrifugal water pump set capacity 500 LPM, head-25 mtrs. (min), Minimum suction-8 mtrs. Motor details 1.5 kw/2 hp, inlet & outlet size- 50mm, including 50mm dia 5 mtr. Long suction pipe with foot valve and 25mm dia 30 mtr. Long PVC fibre reinforced steel wire delivery pipe. (Make: Kirloskar/KSB/Willow)

**As part of its Scope of Work, as specified, the Service Provider shall arrange, maintain, replace and replenish, as and when required, all such above mentioned tools and tackles as required for performance of O&M Services along with spares required for providing the O&M Services.**

#### **D) TERMS & CONDITIONS:-**

##### **Establishment & Duty:**

- The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed to site, within 10(ten) days from the date of commencement of work:  
(i) List of Manpower shortlisted by the agency for deployment at site, containing full details i.e. Name, date of birth, marital status, address, etc., (ii) Bio-data of the persons, (iii) Character certificate from a representative of an appropriate local authority.
- The Maintenance Personnel, deputed by the agency preferably should be a permanent resident of West Bengal with a valid Voter Identity/ Aadhaar Card and should possess a valid Workman Permit/ License, as mentioned below, issued by the Directorate of Electricity, Govt. of West Bengal.
- The successful bidder shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information such as name, date of birth, age and identification mark, etc. attested by the Site Engineer of WBMSCL & Security officer of the site.
- All type of LOG BOOK & register has to be provided by the Agency.
- The contractor himself will be responsible for the knowledge/Information about the availability of manpower on a daily basis, the information regarding the absentee statement of manpower is also to be informed to the Site-in-charge of WBMSCL. The contractor should ensure availability through his representative throughout the contract period who shall be responsible for manpower management and keeping their records etc.
- The agency will have to provide a proper uniform for its maintenance staff at its own cost and the color of the dress will be Blue Shirt (or color approved by the WBMSCL), Grey Pant, and safety shoes. No staff will be allowed for performing duty without a proper uniform.
- The selected agency shall designate two Site Supervisors with time duration, out of the deployed personnel, who would be responsible for immediate interaction with this site, so that the optimal services of the persons deployed

by the agency could be availed without any type of disruption.

8. The agency shall have to prepare a Duty Roster of the Maintenance Staff at the beginning of every month, or as directed from time to time. A copy of the said Duty Roster, duly signed by all staff, should be submitted to the concerned SAE & AE and one copy should be available at the Call Centre.
9. The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person should be avoided and should not remain any shift unmanned.
10. The Maintenance Staff should be polite to all, and should be withdrawn for any report or complaint of irregularities against him. However, in normal cases, frequent changes in Maintenance Staff will not be allowed.
11. The successful bidder shall ensure the proper conduct of his personnel in site premises, and enforce the prohibition of consumption of alcoholic drinks/ smoking, etc.
12. The agency has to provide Mobile Nos. with GPS-activated smart phones dedicated to the call centre. The cost of the handset and running costs i.e. phone bills have to be borne by the agency. No claim of payment against any telephone bill will be entertained by this department.
13. The agency should provide disinfectant/ Hand Sanitizer, Mask, Head Gear, PPE, etc. whatever is required for protection in case of work at any Isolation Ward or protection against any type of EPIDEMIC/ ENDEMIC.

#### **Legal:**

1. For all intents and purposes, the bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed at the site, for contractual services.
2. The agency shall be solely responsible for the redressal of grievance/resolution of disputes relating to the person deployed. WBMSCL, shall in no way, be responsible for the settlement of such issues whatsoever. WBMSCL, shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
3. The manpower deployed by the contractor shall not be entitled to a claim, pay/wages/bonus, perks, during the contract or after the expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to claim for absorption or relaxation for absorption in the regular / otherwise capacity in site. The Contractor should communicate the above to all the manpower deployed in site.
4. The agency shall alone be liable to pay compensation for any damage/death/injury sustained by the person or any other members of the agency as sustained by them in the course of the work/duty at the site during the contract period.
5. In the event of theft, pilferage or damage to the site property, after necessary investigations, if proved that the agency/ their personnel are responsible, the agency shall be penalized for all the losses/damage.
6. WBMSCL is not liable at any stage to provide accommodation, transport, food, medical, and any other requirement of their personnel deployed at the site. But the space for sitting accommodation for the staff of the agency inside worksite premises will be provided by the competent authority.

#### **FORCE MAJEURE:**

A Party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labour disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others which is deemed under the Operational Control of the Party. A Force Majeure event does not include an act of negligence or Intentional Wrongdoing by a Party.

If an event of force majeure exists and the SECOND PARTY fails, within seven (7) days of such event to give notice in writing to FIRST PARTY and if the SECOND PARTY is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, FIRST PARTY shall have the right to suspend or terminate the contract on the same terms and conditions except that the period of notice shall be seven (7) days. In any case, FIRST PARTY shall be entitled to consider the SECOND PARTY permanently unable to perform its obligations under the

#### **AMICABLE SETTLEMENT:**

When a dispute arises under this agreement, the parties shall make all reasonable efforts to resolve through good faith negotiation, failing which they will attempt at dispute resolution with the intervention of the Principal

Secretary, the Dept. of HFW, GoWB.

**OTHER TERMS & CONDITIONS:**

1. The Selected Bidder must provide a walkie-talkie communication system which can operate without cellular network or internet connection within the whole campus of Swasthya Bhawan. Installation of the same must be within 1(one) month of the commencement of maintenance work, so that the necessary supporting documents in this regard will have to submit in the time of 1<sup>st</sup> quarter bill.
2. When shut down of any system such as electricity connection, water connection etc. is necessary for restoring breakdown works/ preventive maintenance works, for a certain period of time, the Selected Bidder shall:
  - (a) Seek prior written approval of the Corporation and on receipt of such approval proceed with the shut down for such period of time as approved by the Corporation.
  - (b) In the event an additional period of shut down is necessary then the Selected Bidder shall notify the Corporation and seek further approval for such extension.
3. If any spare parts or components thereof is required to be repaired / replaced / replenished (as applicable) to meet any exigency or emergency situation, as determined by the authorized representatives of the Corporation, then such spare parts or components thereof shall either be provided by the Corporation or else the same shall have to be procured by the Selected Bidder, without any time delay. In the event the Selected Bidder procures the same, only then the Corporation shall reimburse the expenses incurred by the Selected Bidder for procuring any spare part or component thereof as per the actual rate of the procurement/ rate approved by WBMSCL in case of non schedule items and in case of schedule items, the current/prevaling electrical WBPWD schedule and it's latest addendum/corrigendum if any will be followed. The schedule rates of CPWD may follow when availability of any components/spare parts is not found in the WBPWD schedule. In the interest of patient care service, the selected bidder is bound to obey the above or as per the directives time to time by the WBMSCL, otherwise the penalty clause will be imposed on the selective bidder.
4. The agency will have to liaison with AMC contactors of different services for preventive schedule maintenance time to time and also informed/remember the representative of WBMSCL for taking necessary action at site.
5. The agency will have to provide all tools and tackles other than the List of Tools and Tackles (c) for the O&M Services to be provided by the WBMSCL at his own cost for different maintenance works. Necessary supporting documents in this regard will have to submit in the time of 1st quarter bill. If agency does not provide good tools & tackles then a penalty will be imposed and has the right to deduct a minimum amount from the bill.
6. Further, if in the event of any exigency or emergency arise in the premises of campus maintained by WBMSCL, as determined by the competent authority of the Corporation, the Selected Bidder is bound to provide any service which is not covered within this Scope of works, as specified in this e-tender, in the interest of patient care service. The Selected Bidder shall be entitled to receive Reimbursable Expenses for carrying out such service as per rate approved by WBMSCL in case of non schedule items and in case of schedule items, the current electrical WBPWD schedule and it's addendum/corrigendum if any will be followed. The schedule rates of CPWD may follow when availability of any components/spare parts is not found in the WBPWD schedule. In the interest of patient care service, the selected bidder is bound to obey the above or as per the directives time to time by the WBMSCL, otherwise the penalty clause will be imposed on the selective bidder.
7. Agency have to paid the salary of all O&M manpower of site first then only, the agency will be eligible to submit the monthly bill with proper documentations of paid salary.

8. The contract may be terminated by either side with a notice for 3(three) months. If the agency are not completed the operation and maintenance work successfully as per the scope of works, then in that case the selected bidder will be terminated and will not be allowed to participate in the other upcoming tenders for the next 3(three) years.
9. The selected bidder shall have to arrange accommodation of his staff within 4 kilometres from site building at his own cost so that they can reach at site in case of any emergency by receiving instructions notices or other communications.
10. All matters regarding the labour shall be in accordance to Contract labour (Regulation and Abolition) Act, 1970, minimum wage Act 1948 and other applicable acts under law. No labour below the age of fifteen years shall be employed on the work. The Contractor shall not pay less than what is provided under law to labourers engaged by him on the work. The Contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof in respect of all labour, directly or indirectly employed in work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety Act, fire Act and such other acts as applicable.
11. The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the contractor. Contractor shall also carry and maintain all insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the WBMCL.
12. Any fresh imposition of taxes/ duties/ levies etc, imposed after receipt of tender shall be reimbursed by the WBMCL on actual on production of satisfactory documentary proof of imposition of the tax. Any increase in the rates of any existing taxes/duties/levies/royalties etc as on the last date of receipt of tender shall be borne by the WBMCL. If there is any decrease, the amount payable will be reduced accordingly.
13. Contractor shall maintain first aid facilities for his employees. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided by the contractor without any additional cost.
14. Contractor Organize frequent training program at his own cost for trained the supervisor, all electricians and all lift men in first aid, fire fighting, using fire extinguishers, evacuating the building, calling for fire brigade and providing assistance to fire service or fire fighters in case of breakout of fire.
15. Repair and/or replacement of Lamp sets, junction boxes, timer switches, stay wire connecting to the street lighting systems, cleaning of street lighting fixtures (Perspex covers, reflectors etc.), Straightening and strengthening of the tilted poles and pole painting. Minor trimming of plants, removal of bird nest etc. The Selected Bidder shall ensure availability of all necessary tools and tackles other than the List of Tools and Tackles (c) for the O&M Services to be provided by the WBMCL, ladders, any type of scaffolding and other safety equipment for carrying out the above mentioned assigned jobs, following safety rules time to time. WBMCL will not bear any responsibility for any accident and thereby no claim for compensation in any shape will be entertained and also if any additional cost involved in the above work, that should be bear by the agency.
16. The agency should be financially strong enough for necessary payments of wages including bonus etc. for at least 3 months to its all working personnel engaged at sites and also other services as per the scope of works in this e-tender.  
No strike/agitation etc. related to non payment from the agency's end to its workers including other services will not be entertained from WBMCL. However, WBMCL has the right to impose penalty in case of man-day losses due to strike/agitation from the selected bidders.
17. The Selected Bidder shall arrange, maintain, replace and replenish, as and when required, an inventory of consumables as specified in the following table at their own cost.

18. WBMSCL may issue work order for 1<sup>st</sup> year. WBMSCL may extend the contract up to 3 month or finalization of fresh tender (which ever earlier) on same rate of 1<sup>st</sup> year & same terms & conditions.

LIST OF CONSUMABLES		
Sl. No	Description of Goods	Periodicity
1.	Cotton Waste	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
2.	Dhoti	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
3.	HT/LT insulation tape (ISI Marked)	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
4.	Grease	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
5.	CTC	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
6.	Brasso	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
7.	Drill Bit	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
8.	Petroleum Jelly	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
9.	Distilled Water for batteries	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
10.	Batteries for torch	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
11.	Welding Rod	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost by the</i>
12.	Jute	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost by the</i>
13.	M-Seal	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
14.	Hack Saw Blade	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
15.	Rust Cleaner	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
16.	Soldering Material	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
17.	Grinding Blade	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
18.	Cleaning Brush	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
19.	Teflon	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
20.	Screw	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>

21.	Washer	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
22.	Araldite	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
23.	Emery paper	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
24.	Lift door & car polishing materials	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
25.	Collin	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
26.	Sanitizer with surgical mask and gloves	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>
27.	Liquid hand wash	<i>To be maintained and replenished on an ongoing basis by the agency at his own cost</i>

19. The department will not bear any responsibility for any accident and thereby no claim for compensation in any shape from this department will be entertained.
20. The department will not bear any travelling / tiffin / fooding / accommodation / electricity / sundries charges.
21. At the time of any rectification /protection /prevention /preparatory work, the agency will liable to complete the work early. For the same the agency may engage extra manpower without claiming any extra charge.
22. If any damage done by the agency end, due to mishandling / wrong operation / negligence, then agency will liable to rectify / replace the same in free of cost otherwise WBMSCL has the right to deduct the same amount from the bill to restore the same defects.
23. A certificate from the energy auditor as per the prescribed format of the auditor is to be submitted for site. The energy auditor must be BEE certified energy auditor, authorized certificate from Energy Management National Productivity Council (NPC) on behalf of Bureau of Energy Efficiency, a statutory body under Ministry of Power, Govt. of India.
24. The agency shall have to deposit all dismantled unserviceable materials such as fused lamps, defective condensers, starters, and timers, MCBs etc. to the concerned Section Office or any other locations within worksite premises by the agency by its own labourers / arrangements / tools and tackles other than the List of Tools and Tackles (c) for the O&M Services to be provided by the WBMSCL as per the direction of the SAE & AE concerned. Fresh materials will be issued against respective defective materials. No materials should be taken out of the maintenance site without the permission and necessary challan of the site-in-charge.
25. All the scope of works within this e-tender is to provide manpower round the clock for 365 days. In no case no scope of work individually should be unmanned condition in the interest of public service, otherwise a severe penal action will be imposed to the selected bidder.
26. Since all the scope of works are maintained by the selected bidder. So, the selected bidder will provide necessary certificates and documents for site, when requested by the WBMSCL as and when required.
27. The selected bidder should supply a set of latest computer with all allied accessories like printer, scanner,

internet facilities etc. At site within 01 (one) month from the date of acceptance to provide the better O&M service. Which is to be deposited to site-incharge of WBMSCL in working condition at the time of expiry of contract period otherwise the final bill will not be released.

28. The selected bidder will have to execute the maintenance related works as per scope of work and other terms and conditions in this e-tender for any additional, reorientation of the existing installations, if any within the premises of campus during the period of contract, without claiming any additional cost.





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

Tender No. \_\_\_\_\_, Sl. No. \_\_\_\_\_ of \_\_\_\_\_ (Year)

### 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. 5.0 lakh

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 Office hours.

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

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 having authority to give effectual receipt for the firm.

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 money refund.

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 either the lowest tender or any of the other tenders.

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 authorized representative.

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/her tender.

**(B) Applicable for e-tenders of value above Rs. 5.0 Lakh**

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" link provided therein, digitally signed by the concerned Tender Inviting Authority and its corresponding abridged notice also published on the same date in the print media.

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

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 of all



the addenda and corrigenda related to the e-tender and upload all of these documents also as a part of their tender document.

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 the e-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 the e-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 the tenders.

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 the tender.

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 that effect.

### **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 General Conditions of Contract (GCC), Special Conditions 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 as applicable.

### **MEMORANDUM**

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

- (a) General description of work .....
- (b) Estimated cost put to Tender ... Rs
- (c) Earnest Money Deposit ... Rs.
- (d) Security Deposit (including earnest money) ... Rs
- (e) Percentage, if any, to be deducted from bill ... Rs
- .....
- (Rupees.....)
- Percentage.....)
- (f) Time allowed for the work from date of written order to Commence .....calendar months.

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 said conditions.

\*Give  
particulars  
and  
numbers

Strike out  
(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

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

X

T

(Witness)

X Signature of  
Witness to  
Contractor's  
signature

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 west Bengal

XX

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ (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 Bankers Cheque.

In case of Online Tender (e-Tender) earnest money is to be deposited through e-tender portal (<https://wbttenders.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 Payment Gateway.
- 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 accordingly in a legal manner as deemed fit including blacklisting the bidder.

**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 deduction together 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 supplementary works beyond the tendered amount before payment of final bill.

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, which shall be made in standard formats to be approved by the Government.

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 submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

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 time during the pendency of contract period as per relevant Clauses of the Contract.

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 Performance Security.

*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 NIT into 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 to pay 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, pay as agreed compensation to the implementing Department.

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

**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, no interest, whatsoever, shall be payable on such withheld amount.

**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 the works.

*Contractor  
remains liable  
to pay  
compensation, if  
action is not  
taken under  
Clause 3*

**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 comply with the requirements of such notice for a period of seven days thereafter;
- (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 the Engineer-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 the Engineer-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 the Engineer-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 if a trust deed is executed by him/her for benefit of his/her creditors;
- (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 up order;
- (vii) If the Contractor shall suffer an execution order being levied on his/her goods and allows it to be continued for a period of 21 days;
- (viii) If the Contractor assigns without prior written approval of the Tender Accepting



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 parts with or attempts to assign, transfer, sublet or otherwise parts with the entire work or any portion thereof without prior written approval of the Engineer-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 the Government:-

- (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 contractor and debiting the cost of labour and price of materials (of the amount of 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 the contractor.

*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 or made 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, and he/she shall only be entitled to be paid the value so certified.

**Clause 3A.** In case, the work cannot be started due to reasons not within the control of the Contractor within 1/4<sup>th</sup> (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 at all.

**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 with the consent of the contractor and approval of the Tender Accepting Authority.

**Clause 4.** In cases in which any of the powers conferred upon the Engineer-in-Charge under Clause 3 hereof shall have become exercisable and the same had not

*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 public 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 the contractor.

**Clause 5.** The time allowed for execution of a work as specified in the 'Schedule of Work' or in the extended time in accordance 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 tender document.

**5.1** 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 to time.

**5.2** If the work(s) be delayed by:

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 the works.

**5.3** 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 is desired.

**5.4** If any such case the Engineer-in-Charge, with the approval of Tender Accepting 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 communicated to the contractor by the Engineer-in-Charge with the approval of Tender Accepting Authority in writing within maximum 1 (one) month of the date of receipt of such request.

*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 be bound to 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 sale thereof.

*Payment on  
inter- mediate  
certificates to  
be regarded  
as advances*

**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 measured bill 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 all parties.

*Bills to be  
submitted  
monthly*

**Clause 8.** Works 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, the Engineer-in-charge may depute a Junior Engineer to measure up the said



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 shall be binding on the contractor in all respects.

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 Engineer concerned.

**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, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

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

**Clause 9.** The Contractor shall submit all bills in printed forms, as per format prescribed by Government of West Bengal, in the office of the Engineer-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 thereafter provided for such work.

**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/her Banker/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 this effect.

**Note 1.** 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 West Bengal.

**Note 2.** Nothing contained herein shall operate to create in favour of the Bank any rights, claims or equities vis-à-vis the Governor.

**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 Government securities, the same or a sufficient portion thereof being in this case sold for

*Payments of  
contractor's  
bills to Banks*

*Stores supplied  
by Government*



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 unused by him, or for any wastage or damage to any such material.

*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 and binding.

*Rates for works not in tender BOQ/SoR*

*No compensation for alternation in or restriction of work to be carried out.*

**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 instructions which shall involve any curtailment of the work as originally contemplated.



Action and  
compensation  
payable in case  
of bad work

**Clause 14.** If it shall appear to the Engineer-in-charge or his/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 the contractor.

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 contractor himself/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 was executed.

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 IT peripherals 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 accordance with the procedure prescribed by any law for the time being in force.

**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 from time to time of the work or materials. Failing his/her so doing the same may be



provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted from any money due to the contractor under the contract or from his/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 such persons.

**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 such claims.

**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 from 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 Contractor and upon his/her giving to the implementing Department full security for all costs for which the Department might become liable in contesting such claim.

**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, Personal Injuries (Compensation Insurance) 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 such provisions.

#### *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 by him/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 and Conditions of Service) Act, 1979, Minimum Wages Act, 1948, wherever applicable.

- 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 the regulations.
- 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/her sub-contractors.

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

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 or otherwise.

The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Dafadar from the wage of workers.

**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 facilities as aforesaid and recover the costs incurred in their behalf, from the contractor.

**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 complied 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 shall be final and binding on the parties.

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 brought into force by the appropriate authority from time to time.

**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, and the contractor shall forthwith comply with such requirements.

**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 regard to the justification and quantum and shall be binding on the contractor.

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 on Sundays*

**Clause 20.** No work shall be done on Sundays without the prior 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 becomes insolvent*

**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 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 to recover or be paid for any work there for actually performed under the contract.

*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 been sustained.

*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, the contract is liable to be rescinded.

*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/advice, if felt necessary by Superintending Engineer/ Chief Engineer, shall also be binding to be communicated by the Engineer-in-Charge.

*Settlement of disputes - Dispute Redressal Committee*

**Clause 25. Settlement of Disputes and Arbitration:**

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 or abandonment thereof shall be dealt with as mentioned hereinafter:

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 request the Chairman of the Departmental Dispute Redressal Committee, in writing, 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 may relate.

**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 the direct result of an order passed by the Engineer-in-Charge this behalf.

*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 this clause.

*Action where no specification*

**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 the laying



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 incidental thereto.

**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 following conditions:-

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-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 the total 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 work without the consent of the Engineer-in-Charge in writing.

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.

**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 the contract.

*Contractors  
Superintendence,  
Supervision,  
Technical Staff &  
Employees*

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 approval from the Engineer-in-Charge and shall be available at site before start of work.

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 site order



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 produce evidence if at any time so required by the Engineer-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 competent substitutes.

#### **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-Charge shall not entertain any claim whatsoever in this respect.
- (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 local authorities, if those are directly procured from quarry sites.

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 Government Treasuries/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 the circumstances as aforesaid from dues of the contractor.

#### **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 the contractor.
- (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 by a duly authorized representative of the Department and/or the Engineer-in-Charge



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

- (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 relating thereto.

**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 legal successor/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 shall be debarred from tendering in the Department for any breach of this condition.

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 cousins and 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 submission of the tender or engagement in the contractor's service, as the case may be.

**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 the work.

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 said Act.

**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 eligibility screening or any other stage of the bidding process.
- (3) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
- (4) Any documented unsolicited attempt by a bidder (**A Person/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 his favour.
- (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 Central Government.
- (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 procuring entity.
- (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 individual Officer.
- (9) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
- (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 enter into 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 to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by the Administrative Department, Government of West Bengal for procurement) or its representative(s) pursuant to the implementation of the Contract.
- (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 acts by the Consultant shall be construed as poor performance.
  - (i) Non deployment of competent technical personnel, competent Engineers and/or work supervisors;
  - (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) Failure to deliver critical outputs due to consultant's fault or negligence;
  - (v) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;
  - (vi) Allowing defective workmanship or works by the Contractor being supervised by the Consultant.
- (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 unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.
- (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 of offence.
- (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 of offence.

**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) For committing Second degree of offence: Disqualifying a Bidder from participating in 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 and Hearings:  
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 by filing a written application with the **Bid Evaluation Committee** and such filing 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 any bid.
- (a) Upon verification of the existence of grounds for suspension/debarment, the Chairperson of **Bid Evaluation Committee** shall immediately notify the bidder concerned either electronically through his registered e-mail or in writing to his postal address, advising him that:
  - i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/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 for such.
  - 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 be entertained.

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 months from the date of issuance of suspension order. The Chairperson of the



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 all concerned.

If sufficient reason for suspension is not found, the Suspension Committee would reject the recommendation of Bid Evaluation Committee and would allow the bidder to take part in the tendering process.

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 further action.

- (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 all concerned.

#### **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 all concerned.
- (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 all concerned.

#### **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 the Government.
- (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 erring Bidder.
- (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 awarded project/contract.

**Clause 42.** Executive Engineer of the concerned Division will be the Engineer-in-Charge in respect of the Tender contract and all correspondences concerning rates, 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 Accepting Authority.

**Clause 43.** 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 any or all of the tenders without assigning any reason thereof to the bidder/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 the region.

**Clause 50.** No Mobilization/Secured Advance will be allowed unless specified otherwise in the contract.

**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 and charges.

**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 be made.

**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. The Contractor will not be entitled to any claim or extra rate on any of these accounts.

**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 papers etc.

**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 public thoroughfares.

**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 such payment.

**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, as applicable.

**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 have to be supplied in phase with due intimation to the Assistant Engineer concerned in



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 and binding.

**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 contractor 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 and the contractor, will be final and binding on the parties.

**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 the work.

**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 supplying materials.

**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 accordance with the schedule of miscellaneous rates in the Canal Act.

**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 attached to the agreement and the additional work, if any, under Clause 12 of the contract.

**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 or cause them to be removed at the contractor's cost.

**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 to the places fixed by the Engineer-in-charge and nothing extra will be paid.

**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 this clause.

**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 Officer of 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 Directorate and is also the Tender Accepting Authority for all works of value above Rs.



2.00 crore. Excess work over individual items comprising the original tender may be exceeded beyond 10% with the approval of concerned tender accepting authority and verified by the Superintending Engineer / Chief Engineer subject to the total value of work upon 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 with the approval of appropriate Government irrespective of the value of tender.

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 the State.**

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 official seal  
 containing designation & address

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