

**NOTICE INVITING TENDER
and
SPECIAL TERMS AND CONDITIONS**

**WEST BENGAL MEDICAL SERVICES
CORPORATION LIMITED**



GOVERNMENT OF WEST BENGAL

Office of the

**Superintending Engineer, Kolkata Health Circle, P.W.Dte.
& Ex-Officio Superintending Engineer, WBMSCL**
1st Floor, KIT Building, P-16 India Exchange Place Extension, Kolkata - 700073

Memo No. 918/NIT-17/15-16

Dated:-07/07/2015

NOTICE INVITING ELECTRONIC TENDER No. **WBPWD/SE/KHC/NIT-17/2015-16**
[2nd Call of TENDER No. WBPWD/SE/KHC/NIT-08/2015-16]

The Superintending Engineer, Kolkata Health Circle, P.W.Dte. & Ex-Officio Superintending Engineer, WBMSCL invites e-Tender for the work detailed in the table below. (Submission of Bid through **online**).

1. List of schemes:-

Sl. No	Name of the work	Estimated Amount (Rs.)	Earnest Money @2% of the Estimated Amount (Rs.)	Price of Technical , Financial Bid documents, 2911(ii) and others Annexure	Period of Completion	Name of the Concerned Division	Eligibility of Contractor
1.	Construction of G.N.M. Training School & Hostel building at College of Medicine & Sagar Dutta Hospital, Kamarhati, Kolkata-58, during the year 2015-16. (6th Storied Building) (Building, Sanitary & Plumbing and Electrical Works).	6,91,95,500.00 (Rupees Six crore ninety one lac ninety five thousand five hundred and ninety two) only. (A) Civil Works :- Rs. 6,44,10,513.00 (B) Electrical Works :- Rs. 47,84,987.00	13,83,910.00 In the shape of Bank Draft / Pay Order in favour of the " West Bengal Medical Services Corporation Ltd. " [Bank Draft / Pay Order to be made from the banks as per Memorandum issued by the Finance Department vide No. 9668-F(Y) dtd. 30.11.2012] (Ref. Clause No. 21 of this Nle-T)	10,005.00 (per set) (vide Notification no. 199-CRC/2M-10/2012 dtd. 21.12.2012, Intending tenderers shall not have to pay the cost of tender documents for the purpose of participating in e-Tendering.)	180 Days (One hundred eighty) Days	Executive Engineer, Kolkata North Health Division, P.W.D. & Ex-Officio, Executive Engineer, WBMSCL	Bonafide resourceful & reliable outsider eligible through pre-qualification as per Clause No. 5(i) of this Nle-T.

1. In the event of e-filing, intending bidder may download the tender documents from the website: <http://etender.wb.nic.in> directly with the help of Digital Signature Certificate. Necessary cost of Earnest Money may be remitted through Demand Draft / Pay Order in favour of the **West Bengal Medical Services Corporation Ltd.** payable at Kolkata. Bank Draft / Pay Order to be made from the banks as per Memorandum issued by the Finance Department vide No. 9668-F(Y) dtd. 30.11.2012 [Ref. Section -B, FORM-VI(A)] and also to be documented through e-filing.

The lowest bidder (L1) has to submit the hardcopy of the Demand Draft /Pay Order in original against Earnest Money Deposit (EMD) to the office of the Superintending Engineer, Kolkata Health Circle, P.W.Dte. & Ex-Officio Superintending Engineer, WBMSCL within 48 hrs. of receipt of Letter of Acceptance (LOA) through online. Failure to submit the hardcopy within the specified time as mentioned, the bid will be liable to be cancelled without any further notice and this will be treated as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.

However every bidder shall have to upload soft copy of earnest money during e-filing of bid documents.

2. Both statutory cover (Technical Bid and Financial Bid) and non-statutory cover are to be submitted concurrently duly digitally signed in the website <http://etender.wb.nic.in>.
3. **The Technical bid and Financial Bid have to be submitted online on or before 30/07/2015 at 4.00 PM.**
4. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL BID of the tenderer found qualified by the **Bid Evaluation Committee** formed vide order no. 45-W (C)/1M-23/15 dated 13.02.2015 of the Principal Secretary to the Govt. of West Bengal, P.W.D. The decision of the Bid Evaluation Committee will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website and also in the Notice Board of the office of the Superintending Engineer, Kolkata Health Circle, P.W.Dte. and Chairperson & Conveyor - Bid Evaluation Committee on scheduled date and time.
5. **Eligibility criteria for participation in tender:**
 - (a) The intending tenderers should produce credentials of a **similar nature of completed work** of the minimum value of **30% (Thirty percent)** of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice.

OR
 - (b) The intending tenderers should produce credentials of **2(two) similar nature of completed works**, each should have minimum value of **25% (Twenty five percent)** of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice.

OR
 - (c) The intending tenderers should produce credentials of **one single running work** of similar nature which has been completed to the extent of **75% (Seventy five percent)** or more and value of which is not less than the desired value at (a) above.

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

N.B. :-

1. ***The credential certificate(s) for completed work(s) should contain:- (a) Name of the work, (b) Name of the Client, (c) Amount put to tender, (d) Schedule month and year of commencement and completion as per work order, (e) Actual month and year of completion, (f) Gross bill amount of the completed work / executed value of running work and detail communicational address of client must be indicated in the Credential Certificate.***

II. Credential certificate issued by the Executive Engineer or equivalent competent authority of a State/ Central Government, State /Central Government undertaking, Statutory/ autonomous bodies constituted under the Central/State statute, on the executed value of completed / running work will be taken as credential.

- ii) The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being one Graduate Engineer and one Diploma Engineer for both Civil & Electrical Engineering. (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation.). [Non Statutory Documents]
- iii) Valid Income Tax return / Professional Tax Clearance Certificate / Professional Tax (Deposit Challan) / valid Trade License / Pan Card / VAT Registration Certificate/ Voter I.D. Card for self identification, Income Tax Acknowledgement Receipt for last five assessment year to be accompanied with the Technical Bid Documents. [Non Statutory Documents]
- iv) The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
(A declaration in this respect through affidavit has to be furnished by the prospective bidders as described in **Section-B, AFFIDAVIT-Y** without which the Technical Bid shall be treated as non- responsive.).
- v) **Net Worth** of the bidder's for the last year, calculated on the basis of capital, profit and free reserve available to the firm should be positive.
- vi) **The available Bid capacity** (to be calculated on the basis of prescribed format given in **Section- B, FORM-II**) of the prospective applicant shall not be less than the estimated amount put to tender in this Nle-T.
- vii) In case of Proprietorship, Partnership Firms and the Company, Tax Audit Report in 3CD Form are to be furnished alongwith the Balance Sheet and Profit & Loss Account and all the Schedules forming the part of Balance Sheet and Profit & Loss Account in favour of the bidder (consecutive five financial years). No other name except bidder's name, in such encloser will be entertained. [Non Statutory Documents]
- viii) The prospective bidders should own or arrange through lease hold registered agreement the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted alongwith the application. (**Ref. Section – B, FORM - IV**). [Non Statutory Documents]
- ix) Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co.- Op. Societies are required to furnish valid Bye Law, Current Audit Report, Valid Clearance Certificate from A.R.C.S. for the year 2012 along with other relevant supporting papers. [Non Statutory Documents]
- x) **The joint venture of Civil and Electrical agency is allowed** and may participate in the tender, provided both the civil and electrical agency **must fulfill the eligibility criteria as prescribed in clause no. 5(a), (b) & (c) of the NleT.**
- xi) The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being **one Graduate Engineer and one Diploma Engineer for both Civil & Electrical Engineering**. (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation.). [Non Statutory Documents].

- xii) The prospective bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, his all applications will be rejected for that job.
 - xiii) Registered Partnership Deed (for Partnership Firm only) along with the Power of Attorney and the Article of Association and Memorandum to be submitted alongwith the application. [Non Statutory Documents].
6. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the **Registration Act, 1908**.
 7. The successful tenderer shall establish field testing laboratory equipped with requisite instruments (Ref. **Sec-B FORM-VIII**) in conformity with relevant code of practice and technical staff according to the requirements of works to be executed.
 8. The executing agency (successful tenderer) may not get a running payment unless the gross amount of running bill will be 10 (Ten) lakh or 30% of the tendered amount whichever is greater. Provisions in Clause(s) 7, 8, and 9 contained in Printed Tender Form so far as they relate to quantum and frequencies of payment are to be treated as superseded.
 9. **Constructional Labour Welfare Cess @ 1(one) % of cost of construction will be deducted from every Bill of the selected agency, VAT, Royalty and all other Statutory levy/ Cess will have to be borne by the contractor and the rate in the schedule of rates inclusive of all the taxes and cess stated above.**
 10. **Adjustment of Price(increase or decrease) Vide Notification No.23-CRC/2M-61/2008,Dated: 13.03.2009 and Notification No.38-CRC/2M-61/2008 Dated 20.04.2009 shall not be applicable. Since B.O.Q. for the works under this N.I.T. is based upon the schedule of rates of Public Works Department for Building and S&P works with upto date Addenda and Corrigendum, the tenderers shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and / or price adjustment will be allowed by the department thereto under any circumstances.**
 11. **Mobilization Advance shall not be allowed.**
 12. **Secured Advance shall not be allowed.**
 13. Agencies shall have to arrange required land for installation of Plant and Machineries (specified for each awarded work), storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site.
 14. **Bids shall remain valid** for a period not less than **120 days** (One Hundred Twenty) from the last date of submission of Financial Bid / Sealed Bid. **If the tenderer withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.**
 15. All materials required for the proposed scheme as mentioned in Sl. 1 including cement and steel, bitumen (all grade), bitumen emulsion shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufacture accordingly and shall be **procured and supplied by the agency at their own cost including all taxes**. Authenticated evidence for purchase of cement and steel are to be submitted along with challan and test certificate. In the event of further testing opted by the Engineer-in-Charge, then such testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.
 16. Steel materials procure & supply by the contractor shall be of TOR steel rod / HYSD / TMT Bar of Fe415. Fe500, Fe550/550D grade as per specification guided by relevant IS Code (The grade to be decided by the

E-I-C or as per instruction as specified in the approved drawing of this department or as stipulated in the departmental schedule of rates.

17. Cement procure and supply by the contractor shall be of Ordinary Portland Cement 53 grade, 43 grade conforming (IS 8112) or PPC/PSC (The grade to be decided by the E-I-C or as per instruction as specified in the approved drawing of this department or as stipulated in the departmental schedule of rates.
18. The Contractors shall also abide by the provision of the child labour (Prohibition and regulation Act.1986). No labour below the specified age (as per G.O.) shall be employed on the work.
19. **Date and Time Schedule :-**

Sl. No.	Particulars	Date and Time
1	Date of uploading of N.I.T. Documents (Online) (Publishing Date)	07/07/2015 at 6.50 pm
2	Documents download/sell start date (Online)	07/07/2015 at 6.55 pm
3	Documents download/sell end date (Online)	30/07/2015 at 4.00 pm
4	Bid submission start date (On line))	08/07/2015 at 10.00 am
5	BID SUBMISSION CLOSING (ON LINE)	30/07/2015 at 4.00 pm
6	Bid opening date for Technical Proposals (Online)	30/07/2015 at 5.00 pm
7	Date of uploading list for Technically Qualified Bidder (Online)	03/08/2015 at 4.00 pm
8	Date of uploading final list for technically qualified bidders after disposal of appeals. (Online)	06/08/2015 at 4.00 pm
9	Date & Place for opening of Financial Proposal (Online)	To be notified later on. At the office of the SE/KHC, P.W.Dte.
10	Also if necessary for further negotiation through offline for final rate.	To be notified later on.

Further corrigendum and addendum, if issued, will be published only on website.

20. Prospective Bidder shall have to execute the work in such a manner so that appropriate service level of the construction under improvement is to be maintained during progress of the work and during **Defect Liability Period of 03 (three) years for Building in case of Original Works, 01(one) year** in case of Repair & Renovation works and for **05 (five) years** in case of Roof treatment works from the date of successful completion of the work up to the entire satisfaction of the Engineer-in-Charge. If any defect / damage is detected during this period as mentioned above, the contractor shall make the same good at his own expense to the satisfaction of the of the Engineer-in-Charge or in default the Engineer-in-Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer-in-Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the contractor. Security Deposit shall become payable only after expiry of the Defect Liability Period after making necessary deduction if applicable. However, the Engineer-in-Charge may on his satisfaction and his discretion refund construction for roof treatment works, one- third of the total security deposit after expiry of 1st year from the date of completion of the work, another one-third of the total security deposit after expiry of 2nd year from the date of completion of the work and remaining part of the total Security deposit after expiry of 3rd year from the date of completion of the work. Hence, condition of refund of Security Deposit as stated in Para 2 & 3 of Clause No. 17 of WBF 2911(ii) is here by superseded as per Notification No- 177 CRC/2M-57/2008 Dated 12.07.2012 by the Principal Secretary to the Govt. of West Bengal PWD. A retention towards Performance Security amounting to 10 (ten) percent (including 2% Earnest money) of the billed amount shall be made by the concerned Executive Engineer from 1st R.A. bill to Final bill.

Refund of Security Deposit will only be made on the pro-rata basis i.e. release of such security deposit to the tune of 30% on expiry of 1st year (from date of completion of the original work), another 30% on expiry of 2nd year and rest 40% on expiry of 3rd year. Hence, Clause No. 17 of 2911(ii) is hereby superseded.

The security deposit may be refunded to the satisfaction of the Engineer-in-Charge against submission of Bank Guarantee by the contractor for the completed works as per the notification No. 52-CRC/2M-06/2014 dated 27.10.2014 of PWD, CRC Branch. [Ref :- Section-B, Form – VI]

No interest would be paid on the Performance Security Deposit.

21. Earnest Money: The amount of Earnest Money @ 2% (two percent) of the Estimated amount put to tender as stated in page 01 of NIE-T to be drawn in the shape of Bank Draft/Pay Order in favour of the **‘West Bengal Medical Services Corporation Ltd.’** payable at Kolkata. Bank Draft / Pay Order to be made from the banks as per Memorandum issued by the Finance Department vide No. 9668-F(Y) dtd. 30.11.2012 as detailed in **Section - B, Form No. – VI(A)** of this NIE-T.
22. The Tenderer, at the Tenderer’s own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall however be at the Tenderer’s own expense.
23. The intending Tenderers shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Superintending Engineer, Kolkata Health Circle, PWD and Ex-Officio Superintending Engineer WBMSCL reserves the right to reject any application for purchasing Bid documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
24. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in ‘Instructions to Tenderers’ before bidding.
25. Clause 15 of Printed Tender Form In case of ascertaining authority at any stage of tender process or execution of work, necessary registered irrevocable power of attorney is to be produced.
26. All intending tenderers are requested to be present in the chamber of the Superintending Engineer, P.W. Department & Ex- Officio Superintending Engineer , WBMSCL during opening of the Tender, to observe the tender opening procedure.
27. No **CONDITIONAL/ INCOMPLETE TENDER** will be accepted under any circumstances.
28. **Requirement of Principal Machineries which must be possessed by the Agency, should be as per Sec-B, FORM No- VII [Non Statutory Document]**
29. The Superintending Engineer, Kolkata Health Circle, P.W.Dte. & Ex-Officio Superintending Engineer, WBMSCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
30. During scrutiny, if it comes to the notice of tender inviting authority at any point of time that the credential or any other papers found incorrect/manufactured/fabricated/ tempered/ forged that **tenderer will not be allowed to participate in the tender and that tender will be out rightly rejected without any prejudice with forfeiture of earnest money** and the tendering authority reserves the right to take legal action as deems fit.

31. In case there be any objection regarding prequalifying the Agency that should be lodged to the tendering authority within **2 days (48 Hours)** from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Screening Committee.
32. Before issuance of the work order, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false, work order will not be issued in favour of the said tenderer under any circumstances.
33. In connection with the work, Arbitration will not be allowed. The Clause No. 25 of 2911(ii) is to be considered as deleted clause vide gazzatte notification no 558/SPW dated 13th December, 2011 of the Secretary, P.W. Department.
34. **Refund of EMD** : The Earnest Money of all the unsuccessful Tenderers deposited in favour of the concerned Executive Engineer alongwith the Tenders will be refunded by the said Executive Engineer on receipt of application from the Tenderers on the basis of P.W.D. accounts branch notification no. 451-A/PW/O/10C-35/10 dated 26/07/2011 of Secretary to the Govt. of West Bengal.
35. **Guiding schedule of rates:** Current Schedule of Rates of Public Works Department for “Building Works”, “Sanitary & Plumbing Works” and “Road & Bridge Works” with effect from 01.07.2014 alongwith up-to-date corrigendum and addendum to be applicable in this NIE-T.
36. If any discrepancy arises between two similar clauses on different documents, the clause as stated in later document will supersede former one in following sequence:-
 - a. Special terms and Condition
 - b. NIT
 - c. Printed Tender Form
 - d. Technical bid
 - e. Financial bid

37. **Qualification Criteria**

The Tender Inviting and Accepting Authority through a ‘Screening Committee’ will determine the eligibility of each tenderer, the tenderers shall have to meet all the minimum criteria regarding :-

- a) **Financial Capacity**
- b) **Technical Capability comprising of personnel and equipment capability**
- c) **Experience**

The eligibility of a tenderer will be ascertained on the basis of the attested documents in support of the minimum criteria as mentioned in **a), b), c)** above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a tenderer is either manufactured or false, in such cases the eligibility of the tenderer/ tenderer will be out rightly rejected at any stage without any prejudice with forfeiture of earnest money.

38. The Contractor has to submit the work programme i.e. Bar Chart at the time of making formal agreement.
39. The contractor undertakes to have the site clean, free from all surplus materials, rubbish etc. upto the satisfaction of the Engineer-in-Charge. All surplus materials, rubbish, etc. will have to be removed to the places fixed by the Engineer-in-Charge and nothing extra will be paid upto a lead of 75 mtr. from the work site.



**Superintending Engineer, Kolkata Health Circle,
P.W.Dte.
&
Ex-Officio Superintending Engineer, WBMSCL**

INSTRUCTION TO TENDERERS
SECTION – A

1. ***General guidance for e-tendering***

Instructions/ Guidelines for tenderers for electronic submission of the tenders have been annexed for assisting them to participate in e-tendering.

2. ***Registration of Tenderer***

Any tenderer willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to **<https://etender.wb.nic.in>**. The tenderer is to click on the link for e-tendering site as given on the web portal.

3. ***Digital Signature certificate (DSC)***

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

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

5. ***Submission of Tenders.***

General process of submission, Tenders are to be submitted through online to the website stated in **Clause 2** in two folders at a time for each work, one in Technical Proposal and the other is Financial Proposal before the prescribed date and time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

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

A-1. Statutory Cover Containing

- i. Prequalification Application (Sec-B, Form – I)
- ii. Financial Statement (Section – B, Form – II)
- iii. List of technical staff (as prescribed in Sec-B, FORM – III).
- iv. List of machineries (as prescribed in Section – B, FORM- IV).
- v. Experience Profile - Credential for completion of similar nature of work under the authority of state/ central Govt. statutory bodies under State/Central Govt. constituted under the statute of the state/ state Govt. magnitude of which described in clause no. 5(i) of this NIE-T. (as prescribed in Sec- B, FORM – V).
- vi. Bank Guarantee for release of Security Deposit (as prescribed in Sec- B, FORM – VI).
- vii. Declaration by the tenderer (as prescribed in Sec- B, FORM – VII).
- viii. List of Equipments for Testing Laboratory & Field Testing Instrument alongwith authenticated Invoice and Challan (as prescribed in Section-B, FORM – VIII).
- ix. Declaration regarding engagement of Electrical Supervisor. (as prescribed in Section-B, FORM – IX).
- x. Affidavits (Ref. format shown in Section- B, Affidavit - "X" & format for general affidavit shown in Section- B, Affidavit - "Y").
- xi. Demand Draft/ Bankers Cheque towards earnest money (EMD) as prescribed in the NIE-T against the work in favour of the West Bengal Medical Services Corporation Ltd.
- xii. Certificate of revolving line of credit by the Bank (if required) for the respective job in favour of the agency addressing to the tender inviting authority.
- xiii. Registered power of attorney showing clear authorization in favour of persons who hold the Digital Certificate referred vide NIE-T clause no. 6.

- xiv. Printed Tender Form and NIT with all agenda and corrigendum (*download and upload the same Digitally Signed, quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in Printed Tender Form the tender will be summarily rejected*).
- xv. Special Terms, condition and specification of works.

A-2. Non statutory Cover Containing

- i. Professional Tax (PT) deposit receipt challan for the current year, PAN Card, IT, Saral for the for the current year, VAT Registration Certificate.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any) to be uploaded with the technical documents.
- v. Tax Audit Report in 3 CD Form along with Balance Sheet and Profit and Loss A/c for the last five years (year just preceding the current Financial Year will be considered as year – I)
- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.-Opt.(S)

Note: - Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to be summarily rejected for both statutory and non statutory cover.

B. Bid Evaluation committee (TEC)

- i. Opening of Technical proposal :-
Technical proposals will be opened by the Superintending Engineer, Kolkata Health Circle, PWD and Ex-Officio Superintending Engineer, WBMSCL.
- ii. Intending tenderers may remain present if they so desire.
- iii. Cover (folder) statutory documents (vide Cl. No. 5.A-1) should be opened first and if found in order, cover (Folder) for non statutory documents (vide Cl. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iv. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded and handed over to the Bid Evolution Committee.
- v. Uploading of summary list of technically qualified tenderers.
- vi. Pursuant to scrutiny and decision of the screening committee the summary list of eligible tenderer and the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- vii. While evaluation, the committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

C. Financial proposal

- i. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor is to quote the rate (percentage Above/ Below/ At par) online through computer in the space marked for quoting rate in the BOQ.
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned and Digitally Signed by the contractor.

- 6. Financial capacity of a tenderer will be judged on the basis of **Net Worth** and **available bid capacity** as mentioned in the N.I.e-T to be derived from the information furnished in FORM-I and II (Section-B) i.e., Application (for Pre-qualification) and Financial Statement. If an applicant feels that his/their Net Worth beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a bank as per Memorandum issued by the Finance Department vide No. 9668-F(Y) dtd. 30.11.2012 to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Tenderer, the Tenderer will be provided with a revolving line of credit. Such

revolving line of credit should be maintained until the works are taken over by the Engineer-In-Charge/ Employer.

The audited Balance sheet for the last five years, net worth, bid capacity etc. are to be submitted which must demonstrate the soundness of Tenderer's financial position, showing long term profitability including an estimated financial projection of the next two years.

7. Penalty for suppression / distortion of facts

- i) Submission of false document by tenderer is strictly prohibited and in case of such act by the tenderer the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.
- ii) Eligibility of the bidder will be out rightly rejected for the NIT as well as for running NIT's at any stage without any prejudice if any false/faked/concealed/misleading informations/submissions are detected during any stage i.e. during evaluation or at any time later on. The said bidder/ bidders will not be allowed to participate for 3 (three) years in the forthcoming N.I.T/N.I.T.'s/N.I.Q.'s from this Circle including Divisions/Sub Divisions for the above stated reasons. Any claim/appeal/objection will not be entertained in this regard.

8. REJECTION OF BID

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the ground for Employer's (tender accepting authority) action.

The Tenderer whose Bid has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance

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

The Agreement in Printed Tender Form will incorporate all necessary documents e.g. N.I.T., all addenda-corrigendum, special terms and condition (Section –C), different filled-up forms (Section –B), B.O.Q. and the same will be executed between the Tender Accepting Authority and the successful Tenderer.

9. It shall clearly be borne by intending tenderers that any amount payable to a contractor under this contract shall be paid to him through ECS Mode by the an officer nominated in Clause **C.58** of **Special Terms and Condition** attached hereto. Therefore, he must furnish the details of Bank Account, as sought for vide **Section B From-III** of the proforma titled STRUCTURE AND ORGANISATION.



**Superintending Engineer, Kolkata Health Circle,
P.W.Dte.
&
Ex-Officio Superintending Engineer,
WBMSCL**

Copy forwarded for information and wide circulation through his office NOTICE BOARD.

Copy forwarded for information and wide circulation to the :

- 1) The Managing Director, WBMSCL (**wbmsc.wbhealth@gmail.com**) with a request to upload the notice in the website of WBMSCL. This has reference to his memo no. WBMSCL/AAES-470/1151 dated 09/05/2015.
- 2) Principal, College of Medicine & Sagar Dutta Hospital, Kamarhati.
- 3) The Dy. Secretary, I.T. Cell, H and FW Deptt. (**sb_ITcell@wbhealth.gov.in**) with a request to upload the notice in the website of H and FW Department.
- 4) Chief Engineer(H.Q.), P.W.Dte, West Bengal, Chief Engineer(South Zone.), P.W.Dte, West Bengal / Superintending Engineer, P.W.Dte., Eastern Circle / Bidhan Nagar Circle / Presidency Circle / Southern Circle / Western Circle I, II / Central Circle / Nabanna Circle/ Southern Circle, Social Sector / Executive Engineer, PWD, **Kolkata North Health Division** / Kolkata Central Health Division / Kolkata South Health Division / Barrackpore Division / Kolkata North Division/ Bidhan Nagar West Division / Bidhan Nagar East Division / Kolkata East Division / City Division / Kolkata Central Division / Kolkata West Division / Kolkata South Division / (S)24Pgs. Division / Alipore Division / Diamond Harbour Division/ Superintendent Governor's Estate , West Bengal / West Bengal Builder's Association, 119,Bepin Behari Ganguly Street, Calcutta 12 / Notice Board / Estimating Branch of this office /



**Superintending Engineer, Kolkata Health
Circle, P.W.Dte.
&
Ex-Oficio Superintending Engineer,
WBMSCL**

SECTION – B
FORM –I
PRE-QUALIFICATION APPLICATION

To
The Superintending Engineer, Kolkata Health Circle, P.W.Dte.
&
Ex-Officio Superintending Engineer, WBMSCL

Ref: - Tender

for _____
_____ (Name of work) _____

N.I.T.No.: **WBPWD/SE/KHC/NIT17/2015-16 of The Superintending Engineer, Kolkata Health Circle, P.W.Dte. & Ex-Officio Superintending Engineer, WBMSCL.**

Dear Sir,

Having examined the Statutory, Non statutory and NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of _____ 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 and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.
- (b) Tender Inviting and Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

Encl:- e-Filling:-

- 1. Statutory Documents
- 2. Non Statutory Documents

Date: -

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

SECTION – B
Form - II
FINANCIAL STATEMENT

Information of audited financial statements for the last year to demonstrate the current soundness of the Bidder's financial position :

1. **The Bidder's Net worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.**
2. Bidders, who meet the minimum qualification criteria, will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under :

Assessed Available Bid Capacity = (A x N x 2 - B), where

[A = Maximum value of engineering works in respect of Projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The projects include turnkey project/item rate contract/Construction works.

N = Number of years (i.e., _____ year) prescribed for completion of the works for which Bids are invited.

B = Financial liability of the bidder to be incurred for existing commitments and ongoing works during the period of the subject contract.]

To calculate the value of "A"

- i) A table containing value of Engineering Works in respect to Projects (Turnkey projects/item rate contract/Construction works) undertaken by the Bidder during the last 5 years is as follows :

Sl. No.	Year	Value of Engineering Works undertaken w.r.t. Projects (Rs. in Crores)
1	Year -5	
2	Year-4	
3	Year-3	
4	Year-2	
5	Year-1	

- ii) Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 5 years and value thereof is Rs. _____ Crores (Rupees _____).

Further, value updated to the price level of the year indicated in Table is as follows :

Rs. _____ Crores x _____ (Updation Factor as per Table annexed)

= Rs. _____ Crores (Rupees _____).

Table indicating the factor for the year for updation to the price level is indicated as under :

Sl. No.	F.Y. / Calendar Year	Updation factor
1	Year-1	1.00
2	Year-2	1.05
3	Year-3	1.10
4	Year-4	1.15
5	Year-5	1.20

iii) Net worth for the last year of _____(name of the company)

.....

 Signature, name and designation of Authorised Signatory

For and on behalf of
(Name of the Applicant)

.....

 Name of the Statury Auditor’s firm :
 (Seal of the audit firm) :

(Signature, name and designation and
 Membership No. of authorized signatory)

To calculate the value of “B”

3. Table “B” containing value of all the existing commitments and ongoing works to be completed during the next ____ years (prescribed time for completion of the works for which Bids are invited) is as follows :

Sl. No.	Name of Work/Project	Name of the Employer	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement/LOA with the start date	Value of contract as per Agreement / LOA Rs.	Value of work completed Rs.	Balance value of work to be completed Rs.	Anticipated date of completion	Financial liability to be incurred for the said work/project during the period of the subject contract Rs.
1	2	3	4	5	6	7	8	9	10

.....

 Signature, name and designation of
 Authorised Signatory

For and on behalf of

 (Name of the Applicant)

Note :

- All the documents to be submitted in support of Annexure-A must be duly signed and sealed by the applicant/bidder and authenticated by Statutory Auditor’s firm.

AFFIDAVIT – “X”

**(To be furnished in Non – Judicial Stamp paper
of appropriate value duly notarized)**

A.

Work In Progress								
Sl. No.	Name of the work with tender No.	Estimated Amount	Value of contracts (Rs. In Lac)	Amount of work executed (Rs. In Lac)	Remaining Value of work to be executed (Rs. In Lac)	Stipulated period of completion	Anticipated date of completion	Name and address of the employer

B.

Work order issued						
Sl. No.	Name of the work with Tender No.	Estimated Amount	Value of contracts (Rs. In Lac)	Stipulated period for completion	Anticipated date of completion	Name and address of the employer

Signed by an authorized officer of the Firm

Title of the Officer

Name of the Firm with Seal & Date

AFFIDAVIT – “Y”

**(To be furnished in Non – Judicial Stamp paper
of appropriate value duly notarized)**

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S _____ nor any of constituent partner had been debarred to participate in tender by the P.W. Department during the last 5 (five) years prior to the date of this NIT.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender in the capacity of individual/as a partner of a firm and I have not applied severally for the same work.

Signed by an authorized officer of the firm

Title of the officer

_____ Name
of the Firm with Seal

Date _____

SECTION - B

FORM- III

[This form to be filled up by the tenderer]

STRUCTURE AND ORGANISATION

- A.1** Name of applicant :
- A.2** Office Address :
- Telephone No. and Cell Phone No. :
- Fax No. :
- E mail :
- A.3** Details of Bank Accounts
- i) Name of Bank :
- ii) Name of Branch and Address with Phone No. :
- iii) Account No. :
- iv) MICR No. :
- v) IFSC Code :
- A.4** Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :

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

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

FORM – IV

CONTRACTOR'S EQUIPMENTS

Name of the Applicant:

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum essential basic holding of plant and mechanical equipment which the Contractor must own or arrange through lease hold registered agreement. The contractor must furnish the documents in support of ownership or lease hold registered agreement.

Sl. No.	Type of Equipment	No. of Machinery Required	Capacity	Supporting Documents
1.	Tilting Drum Mixer diesel or Electric operated with a minimum size of 230-280 liters automatic water Measuring system and integral weigher (Hydraulic/Pneumatic type)	1		
2.	Concrete Pump with appropriate capacity	1		
3.	Dewatering pump (5HP. Capacity)	1		
4.	Grout Pump	1		
5.	Form vibrator	4		
6.	Internal or immersion vibrators	4		
7.	Surface /Screed Vibrator	2		
8.	Hoist (Passenger/materials)	1		
9.	Cradle	1		
10.	Steel reinforcement Cutting & Bending Machine	3		
11.	Welding Machine	1		
12.	Floor grinding machine	4		
13.	Sand Blasting machine	1		
14.	Potable cutter	3		
15.	DCM Piling Rig	6		
16.	Tower crane	1		
17.	Soil Excavator cum Loader	1		
18.	Transit Mixer	2		
19.	Tipper Truck	2		
20.	Generator	1		
21.	Lab equipment (as per annexure with testing arrangement both at field and laboratory)	1 set		
22.	Survey equipments (Theodolite, Level instruments and others)	1 set		
23.	Total station survey equipments	1 set		
24.	Tilting Drum mixture 230-280 liter capacity with Hopper	1		

**Superintending Engineer, Kolkata Health Circle/
P.W.Dte. &
Ex-Officio Superintending Engineer WBMSCL**

SECTION – B
FORM – V
EXPERIENCE PROFILE

Name of the Firm:

D.1 LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.

Name of Employer	Name, Location and nature of work	Name of Consulting Engineer responsible for supervision	Contract price in Indian Rs.	Percentage of Participation of company	Original Date of start of work	Original Date of completion of work	Actual Date of starting the work	Actual Date of completion of work	Reasons for delay in completion (if any)

- Note :
- a) Certificate from the Employers to be attached.
 - b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.
 - c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny.
 - d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.
 - e) No alteration shall be permitted to be made by the tenderer in any tender after its submission.

TENDER FOUND TO HAVE SUBMITTED UNDER FALSE NAME : When a Contractor, whose tender has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled his Security Deposit will be forfeited

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

SECTION-B

FORM-VI

**FORMAT OF THE BANK GARTANTEE
FOR RELEASE OF SECURITY DEPOSIT**

To

_____ (Designation of Engineer-In-Charge)

_____ (Office address of Engineer-In-Charge)

WHAREAS

_____ (name and address of the Contractor)
(hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
Dated _____ to execute _____ [name of
Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein for release of "**SECURITY DEPOSIT**" for compliance with his obligation in accordance with the contract.

AND WHEREAS we _____ (Indicate the name of the Bank & Branch) **have agreed to give the Contractor such a Bank Guarantee:**

NOW THEREFORE we _____ (Indicate the name of the Bank & Branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] _____ (in words). We undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We _____ (Indicate the name of the Bank & Branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We _____ (Indicate the name of the Bank & Branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

We _____ (Indicate the name of the Bank & Branch) further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We _____ (Indicate the name of the Bank & Branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto _____. It come into force with immediate effect and shall remain in force and valid for a period of the Defects Liability Period/Security Period plus claim period of Six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____) and unless a claim in writing is lodged with us within the validity period, i.e. upto _____ of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this _____ day of _____, 20____ at _____.

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SECTION-B

FORM-VI (A)

[Ref. Clause 21 of the NIT]

List of Banks on which the Earnest Money shall be deposited as per Clause No. 21 of this NIT as per Memorandum issued by the Finance Department vide No. 9668-F(Y) dtd. 30.11.2012

Sl No.	Name Of the Banks	Sl No.	Name Of the Banks
1	Allahabad Bank	15	Punjab & Sind Bank
2	Axis Bank Ltd.	16	Punjab National Bank
3	Bank of Baroda	17	Syndicate Bank
4	Bank of India	18	State Bank of India
5	Bank of Maharashtra	19	State Bank of Bikaner & Jaipur
6	Canara Bank	20	State Bank of Hyderabad
7	Central Bank of India	21	State Bank of Mysore
8	Dena Bank	22	State Bank of Patiala
9	HDFC Bank Ltd	23	State Bank of Travancore
10	ICICI Bank Ltd	24	UCO Bank
11	IDBI Bank	25	Union Bank
12	Indian Bank	26	United Bank of India
13	Indian Overseas Bank	27	Vijaya Bank
14	Oriental Bank of Commerce		

SECTION-B

FORM-VII

DECLARATION

- I, the undersigned, declare that all the statements made in the attached documents in respect of mode of ownership of machineries are true and correct.
- * Certified that required specified machineries for the works under this NIT will be installed at the working site within 45 days (maximum) from date of LOA/work Order.
- * The undersigned also hereby certifies that neither our firm _____ not any constituent firm had been debarred to participate in tender by Public Works Department during the last 5(five) years prior to the date of this NIT.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- Certified that I have applied in the Tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.
- Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have applied to the works under this NIT restricted to maximum one no. works, if more than one work in the same NIT.
- Certified that I have access to or have available liquid assets (aggregate of working capital, cash-in-hand, uncommitted Bank Guarantees) and /or credit facilities not less than 10%estimated cost put to tender. In this respect, I have attached necessary documents with this application.
- I, the undersigned do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found/ ascertain to be incorrect/fabricated/misrepresented/ fraudulent etc. accordingly tender will be liable to be cancelled/ terminated immediately & I/my firm/ company shall also be liable to prosecuted under section 197, 199 & 200 of Indian Penal Code, 1860 along with section-71 & section 73 of Indian information & technology act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/ Security Deposit.

Signed by an authorized officer of the firm

Title of the officer

Name of the firm with seal

Date _____

SECTION-B

FORM-VIII

List of desired Equipment for Testing Laboratory

A. For Building Works

1. Balances
 - I. 7Kg. to 10Kg capacity, semi-self indicating type-accuracy 10 gm.
 - II. 500 gm Capacity Semi self indicating type-accuracy 1 gm
 - III Pan balance-5 Kg capacity-accuracy 10 gms.
2. Ovens-electrically operated, thermostatically controlled upto 110C-sensitivity 1C
3. Sieves : as per IS 460-1962
 - I. I.S. serves -450mm internal dia. of sizes 100mm 80 mm 63mm 50mm 40mm 25mm 20mm 12.5mm 10mm 6.3mm 4.75mm complete with lid and pan.
 - II. I.S. sieves-200mm internal dia (brass frame) consisting of 2,36mm, 1.18mm, 600 microns, 425microns. 300microns, 212microns 150 microns 90 microns with lid and pan.
4. Steve shaker capable of 200mm and 300mm dia steves, manually operated with timing switch assembly.
5. Equipment for slump test-slump cone, steel plate, tamping rod, steel scale, scoop.
6. Dial gauges 25mm travel-0.01mm/division least count-2nos.
7. 100 tonnes compression testing machine, electricalcum manually operated.
8. Graduated measuring cylinders 200ml capacity-3 Nos.
9. Enamel trays(for efflorescence test for bricks)
 - I. 300mmX250mm – 2 nos.
 - II. Circular Plates of 250 mm dia-4 nos.
10. Cube Mould 12 nos.
11. Compression testing machine
12. Others as per requirement.

Field Testing Instruments

1. Steel tapes-3m
2. Vernier calipers
3. Micrometer screw 25mm gauge
4. A good quality plumb bob
5. Spirit level, Minimum 30 cms long with 3 bubbles for horizontal vertical
6. Wire gauge(Circular type)disc
7. Foot rule
8. Long nylon thread
9. Rebound hammer for testing concrete
10. Dynamic penetrometer
11. Magnifying glass
12. Screw driver 30 cms long
13. Ball pin hammer, 100 gms
14. Plastic bags for taking samples
15. Moisture meter for timber
16. Earth resistance tests (for Electrical Divisions)
17. Meggar (for Electrical Divisions)
18. Others as per requirement.

SECTION-B

FORM-IX

DECLARATION

(To be furnished in Letter head of the Firm)

It is declared that I/we shall engage one Electrical Supervisor for supervision of electrical items of works having valid Supervisory Certificate Competency Certificate issued by the Directorate of Electricity, Government of West Bengal in relevant S.C.C parts as :- 1, 2, 3, 4, 5, 6 (A) (B), 7 (A) (B), 10, 11 & 12 , if I/We are selected as Lowest bidder(L1).

Signature of Tenderer

Postal address of the Tenderer

**Superintending Engineer, Kolkata Health Circle/ P.W.Dte.
&
Ex-Officio Superintending Engineer WBMSCL**

SECTION – C

Special Terms and Conditions

C.1 General :

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

(i) 'Departmental Schedule', which means the unified Schedule of Rates of the Public Works Department including up-to-date addenda and corrigenda.

C.2 Definition of Engineer-in-Charge and commencement of work :

The word "Engineer-in-Charge" means the Executive Engineer, P.W.D and Ex-Officio, Executive Engineer, WBMSCL of the concerned Division. The word "Department" appearing anywhere in the tender documents means Public Works Department, Government of West Bengal executing the work on behalf of WBMSCL, who have jurisdiction, administrative or executive, over part of whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

C.3 Terms and Conditions in extended period :

As Clause 5 of Printed Tender Form as the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions, rates etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.

C.4 Co-operation with other agencies and damages and safety of road users :

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

C.5 Transportation arrangement :

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

C.6 Contractor's Site Office :

The contractor shall have an office adjacent to the work as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's authorised agent or representative. For such intimation to the contractor's site office, it shall be deemed to be sufficient enough to be served upon the contractor.

C.7 Incidental and other charges :

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

C.8 Authorised Representative of Contractor :Clause 15

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

a) General day to day management of work.

b) To attend measurements when taken by the Departmental Officers and sign the records of such measurements in token of acceptance by the contractor.

The selection of the authorised representatives shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorised for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall

not be bound to assign any reason for his revised directions. Any notice correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor.

C.9 Power of Attorney :

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

C.10 Extension of time :

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

C.11 Contractor's Godown :

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

C.12 Arrangement of Land :

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

C.13 Use of Government Land :

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

C.14 Site Order Book :

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

representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorised representative may take away the triplicate page of the Site Order Book for his own record and guidance.

Cases of supplementary items or of claims may not be entertained unless supported by entries in the Site Order Book or any written order from the Tender Accepting Authority.

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

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

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

C.15 Clearing Of Materials :

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. Total length (in case of road project) shall be demarcated by proper chainaging along with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of Engineer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

C.16 Sundry Materials :

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Engineer-In-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour required for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost without any extra claim towards the department.

C.17 Supplementary / Additional items of Works :

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

- (a) Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- (b) Rate of supplementary items shall be analyzed from the rates of the allied items of work appearing in the unified respective Schedule of Rates w.e.f 10/12/2012 of Public Works Department of probable items of work forming part of tender document. Rates for the working area enforced at the time of Notice Inviting Tender shall prevail.
- (c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed

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

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

The provisions of this clause, in so far as inconsistent with those of clause 12 of Printed Tender Form, shall be deemed to super cede the inconsistent portion of the said clause 12.

C.18 Approval of Sample :

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

C.19 Water and energy :

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff and crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

C.20 Drawings :

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

C.21 Serviceable Materials :

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

C.22 Unserviceable Materials :

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

C.23 Contractor's risk for loss or damage :

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

C.24 Idle labour and additional cost :

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

C.25 Charges and fees payable by contractor :

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

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

C.26 Tools and Plants :

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

C.27 Realization of Departmental claims :

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

C.28 Compliance of different Acts :

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 and the rules and orders issued thereunder from time to time. If he fails to do so, the respective Engineer-in-Charge and / or Superintending Engineer of the concerned Division and / or Circle of Public Works Department may at his discretion, take necessary remedial measures within the framework of the contract.

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

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

C.29 Safety, Security and Protection of the Environment :

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

(a) have full regard for the safety of all persons and the works (so far as the same are not completed or occupied by the department),

(b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,

(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,

(d) ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

C.30 Commencement of work :

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender. In the event of failure on the part of contractor to comply with the provisions of this clause the contract shall be terminated upon a notice to that effect under the hand of Engineer in Charge.

C.31 Programme of work :

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

C.32 Setting out of the work :

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

C.33 Precautions during works :

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.

C.34 Testing of qualities of materials and workmanship :

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works

and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency in accordance with Clause 18 of Printed Tender Form and hence the same must be considered at the time of quoting rate .

C.35 Timely completion of work :

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

C.36 Procurement of materials :

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

C.37 Rejection of materials :

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

C.38 Implied elements of work in items :

Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items of works are to be deemed as inclusive of the same.

C.39 Damaged / Unused Materials :

Any damaged / unused materials lying at contractor's custody, which is found at the time of use to have been damaged and / or remaining unused, shall be rejected and / or removed immediately from the site by the contractor or disposed of as directed by Engineer-in-Charge at the costs and expenses of the contractor and the contractor shall have no claim for compensation on account of any such materials so damaged / remaining unused as aforesaid.

C.40 Issue of Departmental Materials :

Departmental materials will not be issued under any circumstances.

C.41 Fore Closure :

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

C.42 Tender Rate :

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

C.43 Delay due to modification of drawing and design :

The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the drawing, addition and alterations of specifications and such events shall be governed by the provisions of Clause 12 of Printed Tender Form.

C.44 Payment of Bills :

As mentioned in clause 5 of the NIT

C.45. Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable and unserviceable) earth, rubbish, materials etc. as per direction of the Engineer-in-Charge.

C.46. Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax Octroi and all other duties, if any.

C.47. Display board (Informatory) of size 150cm X 90cm is to be provided at starting and end chainage of the work-site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering etc. complete as per direction of Engineer-in-Charge.

C.48. The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.

C.49. Deep excavation of trenches and left out for days shall be avoided.

C.50. Deduction at Source from the contractors' bills

C.50.1 Labour welfare Cess will be deducted @ 1(one) % of gross bill value as per rule.

C.50.2. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

C.50.3. Sales Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

C.51. The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.

C.52. In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

C.53. Defects liability period and Refund of Security Deposit :

The security deposit shall be refunded to the contractor in the manner provided herein under:-

- (i) **30%** of the security deposit shall be refunded to the contractor on expiry of one year after the issuance of certificate of completion of work;
- (ii) Further **30%** of the security deposit shall be refunded to the contractor on expiry of **two years**;
- (iii) The balance **40%** of the security deposit shall be refunded to the contractor on expiry of **three years**;

However, the security deposit in the aforesaid manner may be released after the completion of the work on deposit of equal amount of Bank Guarantee in favour of WBMSCL in the prescribed format.

However, the security deposit may be refunded against Bank Guarantee by the Agency as per condition laid down in the Notification vide No. 52-CRC/2M-06/2014 dated 27.10.2014 of the Public Works Department, CRC Branch.

This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No.: Group –T/ 2014-15/0705 dated 13/10/2014 and U.O. No. Group –T/ 2014-15/0608 dated 05/09/2014.

Provisions in Cl. No. 20 as contained in Printed Tender Form so far as they relate to is to be treated as superseded.

C.54. Arbitration :

As mentioned in Cl. 33 of NIE-T

C.55. Mode of Payment :

Any Payment against the Work done by the Contractor under this contract shall be paid to him by the Officer of WBMSCL (who shall act as Drawing and Disbursing Officer for all purposes of this contract) in accordance with and in the manner provided in this contract.

C.56. The additional terms and conditions relating to special nature of Electrical Works such as Lift, Air-Conditioning, Fire Fighting etc. are enclosed in separate sheets enlisted ADDITIONAL TERMS AND CONDITIONS FOR SPECIAL ELECTRICAL WORKS.

C.57 Additional Terms and Conditions :

- 1) For any typographical mistake in case of Unit, Rate, Quantity, Amount etc. whatsoever that can't be claimed during agreement or so. In that case sanctioned estimate will be binding criteria.
- 2) Grading of individual stone material or other aggregates in sizes or its nomenclature or any item of works should confirm the IS Code/ Building Code/MOST/IRC specification.
- 3) Registered Partnership Deed (for Partnership Firm only) along with Govt. Registered Power of Attorney showing clear authorization in his favour by rest of director/directors of such company or the partners of such firm to be uploaded. (Non-Statutory documents)

**Superintending Engineer, Kolkata Health Circle,
P.W.Dte.
&
Ex-Officio Superintending Engineer, WBMSCL**

Special Terms & Conditions and Specification for Electrical Works :-

- 1.1 The agency shall have the following technical person :-
 1. One Electrical Graduate Engineer for electrical works in its pay roll.
 2. One Electrical Diploma Engineer for electrical works in its pay roll.
 3. One Supervisor expertise in electrical works having valid Supervisory Certificate of Competency issued by the Directorate of Electricity, Govt. of West Bengal in relevant S.C.C. parts as:- 1, 2, 3, 4, 5, 6 (A) (B), 7 (A) (B), 10, 11 & 12.
- 1.2 The agency shall have at least one no. of the following each measuring instruments :-
 - i. Insulation Tester (500V) Megger
 - ii. Earth Tester
 - iii. Digital Multi-meter
 - iv. Tong Tester
 - v. Drilling Machine
 - vi. Crimping Machine
 - vii. Lux Meter.
2. The agency will give detailed execution programme for both civil and electrical works to the concerned Executive Engineer (both Civil and Electrical wing) which will be the part of his agreement with the Department. They will indicate in the programme, the time/stage of the work.
3. Running accounts bills to the agency for the work shall be made by the Nodal Engineer-in-Charge of the work i.e. concerned Executive Engineer (Civil). Issuance of cheque for electrical works will be done by the Nodal Engineer i.e. concerned Executive Engineer (Civil), on getting the passed bill with requisite pay order from the concerned Executive Engineer of Electrical wing.
4. Supervision of civil and electrical components of works will be carried out by concerned wings of the Department under the overall co-ordination of the Superintending Engineer, Kolkata Health Circle, P.W.Dte. as the case may be.
5. Final bill for the whole work shall be finalized and paid by the Nodal Executive Engineer of the work i.e. concerned Executive Engineer (Civil). The concerned Executive Engineer, Electrical wing will prepare and pass the final bill for electrical component of work and send to the Nodal Executive Engineer of the work for inclusion in the final bill for composite work.
6. The Superintending Engineer, Health Electrical Circle, P.W.Dte. will be the competent authority for deciding reduced rates for electrical component of work, if any, date of completion of all components of work will be same. Levy of compensation under relevant Clause of 2911 as well as fair and reasonable extension of time will be granted by the Nodal Executive Engineer in charge of the work, in consultation with Concerned Executive Engineer, Electrical wing in respect of electrical works only and on report of required information from the concerned Executive Engineer, Electrical wing the extension of time will be allowed. Also Nodal Executive Engineer in charge of the work shall be competent authority to give fair and reasonable extension of time under provision of relevant clause in 2911.
7. The agency shall make available one supervisor for attending day to day complaints from the date of testing & commissioning and up to the end of period of six months from the date of completion of the work as part of this contract at no extra cost.

8. The work shall be carried out as per PWD specification for electrical work amended upto date and as per additional specification and conditions for this work.
9. The materials shall be procured only from the manufacturers and their authorized dealers and documentary proof for such procurement and supply shall be produced by the contractor.
10. The Department reserves the right to send such material to the manufacturers/authorized test laboratory to verify the genuineness and quality of product.
11. The electrical work shall be progressed with the progress of civil work. No claim of the contractor shall be entertained by the Department for the idle labour.
12. The conduit shall be laid in the RCC slab in general well before their concreting and in walls well before their plastering and in polythene pipes as per instruction of Engineer-in-Charge for electrical work.
13. The electrical lay out plan with size of the boxes & pipe and single line power diagram (SLPD) will have to be approved by the Superintending Engineer, Health Electrical Circle, P.W.Dte. well before laying of pipe in the roof/walls.
14. Samples of electrical materials are to be approved by the concerned Executive Engineer, Electrical wing before use.
15. A certificate has to be given by the agency in the Measurement Book after measurement which is – “Measurement has been done in presence of me and satisfied”.
16. JB cum switch board must be as per PWD(Electrical) schedule of book specification.
17. All metallic boxes must be earthed by suitable size of brass screw whose head will be outside of the boxes and connection will be made inside.
18. In the case of PVC casing and capping wiring “U” clips are to be used within it with a spacing of 75mm.
19. All the DB’s switchgears shall have identification marking on them written in white paint. Nothing extra shall be paid on this account.
20. Earth points with studs are to be provided on each of the switchboards/DBs.
21. The MCBDB made of MS sheet should not be less than 1.6mm thick and left out MCB outlets of the sheet enclosures (not occupied by the MCBs) shall be covered with blanking plates.
22. All hardware, fastening material viz. nuts, bolts, washers and screws etc. to be used on work shall be of Zinc/cadmium plated iron.
23. All the materials should be I.S.I marked where ever not specified. If I.S.I marked material is not available it should be conforming to BIS specification amended upto date.
24. The agency shall have to furnish the insulation test report, earth report, along with all required details of electrical load on the prescribed proforma for the electric connection from the supply company.
25. The agency shall submit the completion certificates and completion Plans SLPD as per General Specification for Electrical work.

The chases in wall shall be done by chase cutting machines, for which agency shall arrange adequate number of chase cutting machines (chase cutters) for cutting chases in wall etc. for laying of conduits.