



GOVERNMENT OF WEST BENGAL
OFFICE OF THE EXECUTIVE ENGINEER,
MEDINIPUR DIVISION, HOUSING DIRECTORATE
P.W.D. OFFICE COMPLEX (2nd Floor),
NEAR RAKHAL MEMORIAL FOOTBALL GROUND (MAIN GATE)
P.O. TAMLUK, DIST. PURBA MEDINIPUR, PIN - 721636
Email: eemeddiv@gmail.com

Memo No: 497

Date: 03/06/2025

e_NOTICE INVITING QUOTATION
No. 01 (2nd Call) OF 2025-2026 OF THE EXECUTIVE ENGINEER
MEDINIPUR DIVISION, HOUSING DIRECTORATE

QUOTATION REFERENCE NO. CIVIL/WBHSD/EE/MED/eNIQ-01/2nd Call/2025-26

The Executive Engineer, Medinipur Division, Housing Directorate, invites e-quotation for the work detailed in the table below. (Submission of Bid through **online**)

Sl. No.	Name of work	Cost of Documents including W.B.F. 2908	Period of Requirement	Nos. of requirement	Name of concerned Division/ Sub-division	Eligibility of Bidder
1.	<u>Sl. No. 02 of eNIQ-01 of 2025-26</u> Supply & installation of Water Purifier including cost of all incidental charges like GST, carriage etc. for Construction of Working Women's Hostel with 70 nos. single occupied units (Phase-I) at Contai in the District of Purba Medinipur.	The intending bidders/ tenders shall not have to pay the cost of tender documents for the purpose of participating in e_tendering. Lowest bidder/ quotationer must have to pay cost of tender documents at the time of formal agreement	15 (Fifteen) Days	As per Enclosure Attached	Assistant Engineer, Haldia Sub-Division	Bonafied dealer/retailer water purifiers for varic water purifier brand and mo having credential 30% of tc work value including incidental charges in simi nature of completed wo during last 05(Five) Years to t date of issue of this e-NIQ ii single completion certifi work executed in the sai year.

- Online submitting Quotations are hereby invited from Bonafied dealer/retailer as per Terms & Conditions enclosed.
- Earnest Money :** Earnest money initially Rs. 2,000/- (Rupees Two Thousand) only must be submitted in the form of ONLINE ECS/NEFT THROUGH ICICI BANK GATEWAY PORTAL. This clause is also applicable for all cat. Of applicants as per GO 1110-F, dt. 10-02-06 of Spl. Sec., F-D. Govt. of W.B. and balanced EMD (So as to cover 2% of the total quoted bid amount) to be deposited in the shape of Bank draft will be deposited from any nationalized bank in favour of Executive Engineer, Medinipur Division, Housing Directorate. payable at Tamluk. Online receipt and refund of EMD of e-Tender through state Govt. e-Tender Portal.
- The Successful quotationer will have to execute formal agreement in WB Form No 2908 by purchasing

- quotation documents in 3 (three) sets along with other documents within Seven (7) days from the date of received of letter of acceptance / work order: failing which, the quotation is liable to be rejected. Cost of quotation document and that of WB Form No. 2908 per set will be Rs. 250/- No payment will be made till the successful quotationer executes formal agreement with Department.
4. No work shall be commenced or liability incurred until the work - order issued'
 5. The acceptance of the quotation is subject to approval of rate by the Superintending Engineer, West Circle, Housing Directorate, who does not bind himself to accept the lowest quotation & reserve the authority to reject any or all the quotations received without assigning any reasons.
 6. The quotation documents & other relevant particulars (if any) may be seen by the intending quotationers during office hours in the office of the Executive Engineer, Medinipur Division, Housing Directorate.
 7. Eligibility of contractors:- **PAN CARD, Latest TRADE LICENCE, G.S.T. RETURN CERTIFICATE, P.TAX (UP TO DATE), LATEST I.T. RETURN, Latest G.S.T. RETURN dealer/retailer certificate and OTHER NECESSARY DOCUMENTS.**
 8. The tender evaluation committee will have sole discretion to decide eligibility of the contractor on the basis of e-filling documents and reserves the right to refuse any explanation to contractors found ineligible after scrutiny. Tender may be cancelled in unavoidable circumstances.
 9. Corrigenda if any will be published in website only.
 10. Defect liability period for both work is 12 (twelve) months and security deposit as per Govt. norms will be retain upto Defect Liability Period.

One 03/06/25

Executive Engineer

Medinipur Division, Housing Directorate

Pitchy 03-06-25

Date: 03/06/2025

Memo No: 497/1(5)

Copy forwarded to :-

1. The Chief Engineer, Housing Directorate, N.S. Bldg., Kol-01.
2. The Assistant Chief Engineer, H.Dte. for information and with request to upload in departmental website.
3. The Superintending Engineer, West Circle, Housing Directorate.
4. The District Magistrate, Purba Medinipur.
5. The Assistant Engineer, Haldia Sub-Division. With a request to display this NIQ on his office Notice Board.
6. The Sr. Divisional Accounts Officer / Cashier / Estimate Sec., Medinipur Division.

One 03/06/25

Executive Engineer

Medinipur Division, Housing Directorate

Pitchy 03-06-25

1. A :- Important information
Date & Time schedule

Sl. No.	Particulars	Date & Time
1	Publishing of Tender(Online)	03.06.2025 at 06.55 P.M.
2	Documents download/sell start date(Online)	06.06.2025 at 02.00 P.M.
3	Bid submission Start Date(Online)	06.06.2025 at 02.00 P.M.
4	Documents download / sell end date & Bid Submission End Date (Online)	13.06.2025 upto 03.00 P.M.
5	Opening of Technical Proposal(Online)	16.06.2025 at 11.00 A.M.
6	Opening of Financial Proposal (Online)	To be intimated later on

2. LOCATION OF CRITICAL EVENT

Bid Opening



OFFICE OF THE EXECUTIVE ENGINEER,
MEDINIPUR DIVISION, HOUSING DIRECTORATE
P.W.D. OFFICE COMPLEX (2nd Floor),
NEAR RAKHAL MEMORIAL FOOTBALL GROUND
(MAIN GATE)
P.O. TAMLUK, DIST. PURBA MEDINIPUR,
PIN - 721636

- All Bidders are requested to present in the 'Office of the Medinipur Division, H. Dte.', during opening the financial bid Executive Engineer, Medinipur Division, H. Dte., may call Open Bid/Sealed Bid after opening of the said bid to obtain the suitable rate further, if it is required. No objections in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal quotationer will be entertained in the Bid further.
- The Rate should be quoted inclusive of all taxes with GST etc. No extra claim thereof will be entertained.
- The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information's that may be necessary for preparing the Bid and entering in to a contract for the work as mentioned in the NIQ, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
- Earnest Money : Earnest money initially **Rs. 2,000/- (Rupees Two Thousand)** only must be submitted in the form of ONLINE ECS/NEFT THROUGH ICICI BANK GATEWAY PORTAL. This clause is also applicable for all cat. Of applicants as per GO 1110-F, dt. 10-02-06 of Spl. Sec., F-D. Govt. of W.B. and balanced EMD (So as to cover 2% of the total quoted bid amount) to be deposited in the shape of Bank draft will be deposited from any nationalized bank in favour of Executive Engineer, Medinipur Division, Housing Directorate. payable at Tamluk. Online receipt and refund of EMD of e-Tender through state Govt. e-Tender Portal.
- The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Executive Engineer, Medinipur Division, Housing Directorate. reserves the right to reject any application for purchasing Bid Documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any quotationer at the stage of Bidding.
- Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before quotationing the bids.
- Conditional / Incomplete quotation will not be accepted.
- The intending quotationer are required to quote the rate online both in figure and in words item wise which will be inclusive of all taxes including delivery, installation and incidental charges if any.
- Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act.1970(b)

Apprentice Act, 1961 and (c) minimum wages Act, 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

12. During the scrutiny, if it come to the notice to quotation inviting authority that the credential or any other paper found in correct / manufactured / fabricated, that bidder would not allowed to participate in the quotation and that application will be out rightly rejected without any prejudice. The Executive Engineer, Medinipur Division, Housing Directorate reserves the right to cancel the N.I.Q. due to unavoidable circumstances and no claim in this respect will be entertained.
13. In case if there be any objection regarding prequalifying the Agency that should be lodged to the Executive Engineer, Medinipur Division, H. Directorate. within 2 days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Executive Engineer, Medinipur Division, Housing Directorate.
14. Before issuance of the WORK ORDER, the quotation inviting authority may verify the credential and other documents of the lowest quotationer if necessary. After verification if it is found that the documents submitted by the lowest quotationer is either manufactured or false in that case work-order will not be issued in favour of the said Quotationer under any circumstances. Justification of Quoted rate may be asked by the Executive Engineer, Medinipur Division, Housing Directorate.
15. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence.
 - Form No. 2908
 - e-NIQ
 - Special terms & conditions.
 - Technical Bid.
 - Financial Bid
16. The prospective quotationer or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 3 (three) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
17. The prospective quotationer should own/ lease/ arrange the required plant and machinery if required.. Conclusive proof of machinery in working condition if required shall have to be submitted. (Non-Statutory documents)
18. Qualification / criteria.

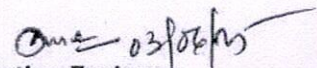
The quotation inviting & Accepting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum regarding.

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

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

The defect liability period for the work shall be treated 1(one) year from the date of completion of work, security deposit for the work in this quotation as per Govt. rules & to be deducted from the payment of the contractor. Such security deposit deducted from the payment of the contractor shall become payable as per latest G.O. provision in W.B. From no. 2908 so far as they relate to time framed for released of said security deposit are to be ated as superseded by this provision.

N.B.:- Completion certificate should be not below rank of Executive Engineer a) Name of work, b) Name of client, c) Amount put to tender, d) Schedule month and year of commencement and completion as per work order. e) Enclosed work schedule is necessary.


Executive Engineer

Medinipur Division, Housing Directorate
03-06-25

INSTRUCTION TO BIDDERS
SECTION – A

1. General guidance for e-Quotationing instructions/ Guidelines for quotations for electronic submission of the quotations online have been annexed for assisting the contractors to participate in e-Quotationing.

1. Registration of Contractor

Any contractor willing to take part in the process of e-Quotationing will have to be enrolled & registered with the Government e-Procurement system; through logging on to <https://wbquotations.gov.in> (the web portal of public works department) the contractor is to click on the link for e-Quotationing site as given on the web portal.

2. Digital Signature certificate (DSC)

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

3. The contractor can search & download NIQ & Quotation 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 Quotation Documents.

4. Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm.

A prospective bidder (including his participation in partnership) shall be allowed to participate in single building work as mentioned in the list of schemes.

5. Submission of Quotations.

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

A. Technical proposal

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

A-1. Statutory Cover/ Technical file Containing

- i. Application (Sec-B, Form-I)
- ii. Quotation form No. 2908 & e-NIQ with all addenda & corrigendum (Properly upload the same Digitally Signed). In case quoting any rate in 2908 the quotation liable to summarily rejected).
- iii. Declaration by the Quotationer.
- iv. Experience Profile (Section – B, Form – V).
- v. Special terms & Conditions.
- vi. Earnest Money details.

A-2. Nonstatutory / Technical Documents

- i. Professional Tax (PT) deposit receipt challan, Pan Card, current IT return, GST Certificate, latest GST Return.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum.
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any). "The Power of Attorney shall have to be registered in accordance with the provision of the Registration Act'1908."
- v. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS). last year Audited Balance Sheet, Minutes of A.G.M., Valid bye laws are to be submitted by the Registered labour Co-Op(S), Engineers' Co.- Opt.(S).
- vi. List of Technical staffs along with structure & organization.
- vii. Credential for completion of at least one similar nature of work of Govt. of West Bengal during the last 3(three) years prior to the date of issue of this NIT is to be furnished. Scanned copy of Original Credential Certificate as stated in 5(i) of NIT.

Financial Proposal (in cover folder)

B. The rate will be quoted in the BOQ. Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

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

Sd/-
Executive Engineer
Medinipur Division, Housing Directorate

SECTION-B

APPLICATION

To
The Executive Engineer
Medinipur Division,
Housing Directorate

Ref: - Quotation for

(Name of work)

e-N.I.Q.No.: of 2025-26 of Executive Engineer, Medinipur Division, Housing Directorate.

Dear Sir,

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

The application is made by me / us on behalf of _____ 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) Quotation Inviting & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.

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

Encl:- e-Filling:-

1. Statutory Documents

2. Non Statutory Documents

Date: -

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

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

Click the check boxes beside the necessary documents in the My Document list and then click the tab " Submit Non Statutory Documents' to send the selected documents to Non-Statutory folder. Next Click the tab " Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	<ol style="list-style-type: none"> 1. G.S.T.Registration certificate. 2. Latest G.S.T Return. 3. PAN Card 4. Latest P. Tax Certificate (Challan) 5. Current IT Return
B.	Company Details	Company Details – I	<ol style="list-style-type: none"> 1. Valid Trade License. 2. Power of attorney. 3. Partnership Firm (Partnership Deed, Trade License). 4. Bye Law. 5. Eligible list of Registered Unemployed Engineers Co- operative Society /Registered Labour Co-operative Society. 6. Current Audit Report. 7. Current N.O.C. from Assistant Register Co-op Society. 8. Minutes of last A.G.M.
C.	Credential	Credential 1	<p>i) Bonafied /retailers of water purifiers for various water purifier brand and model (having credential 30% of total work value including all incidental charges in similar nature of completed works during last 05(Five) Years to the date of issue of this e-NIQ in a single completion certificate work executed in the same year.</p> <ol style="list-style-type: none"> 1. The intending tenderers should produce credential of one single running work of similar nature which has been completed to the extent of 75% or more & value of which is not less than desired value. 2. Intending tenderers should produce price schedule in case of combined completion work.
D.	Others	Declaration	<ol style="list-style-type: none"> 1. All Declaration which is mentioned in the NIT must be signed with date and seal before submission. 2. No extra paper upload except above noted Documents and no Documents /Paper upload repeatedly.

A. Quotation evaluation by the Executive Engineer, Medinipur Division, Housing Directorate.

- i. Opening of Technical proposal: - Technical proposals will be opened by the Executive Engineer, Medinipur Division, Housing Directorate, and his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- ii. Intending quotationer may remain present if they so desire.
- iii. Cover (folder) statutory documents(vide Cl. No. 5.A-1) should be open first & 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 quotation will summarily be rejected.

Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the Executive Engineer, Medinipur Division, Housing Directorate Uploading of summary list of technically qualified quotationer .

- iv. Pursuant to scrutiny & decision of the Executive Engineer, Medinipur Division, Housing Directorate the summary list of eligible quotations & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- v. While evaluation the Executive Engineer, Medinipur Division, Housing Directorate may summon of the quotations & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- viii. Opening & evaluation of Quotation:-
If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

B. Financial proposal

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

6. Penalty for suppression / distortion of facts

If any quotationer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Executive Engineer, Medinipur Division, H. Dte. within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the quotationer will be suspended from participating in the quotations on e- Quotation platform for a 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the P.W. Directorate may take appropriate legal action against such defaulting quotationer.

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

7. AWARD OF CONTRACT

The Bidder whose Bid has been accepted will be notified by the Quotation Inviting & Accepting Authority through acceptance letter.

The notification of award will constitute the formation of the Contract.

The Agreement in W.B.F.No.-2908 will incorporate all agreements between the Quotation Accepting Authority and the successful Bidder.

Sd/-

Executive Engineer
Medinipur Division, Housing Directorate

SECTION - C

Special Terms and Conditions

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.
- (ii) Terms & conditions in Order to precedence : a) Special Terms & Condition , b) Special Specification, c) General Specification, d) Notice Inviting Quotation, e) Schedule of probable items with approximate quantities, f) Printed Quotation

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

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

The word "Engineer-in-Charge" means the Executive Engineer, of the concerned Division. The word "Department" appearing anywhere in the quotation documents means Public Works Department, Government of West Bengal executing the work on behalf of HOUSING DEPARTMENT, who have jurisdiction, administrative or executive, over part of whole of the works forming the subject matter of the quotation 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 quotation form.

3. Terms and Conditions in extended period :

As Clause 5 of Printed Quotation 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 quotation is revalidated upto the extended period.

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.

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.

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 the sufficient enough to be served upon the contractor.

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, Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, GST 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.

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

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.

10. Extension of time:

For cogent reasons over which the contractor will have no control and which will retard the progress, extension time for the period lost will be granted on receipt of application from the contractor before the expiry date 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 W.B.F. 2908.

11. 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.

12. 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 or name of other protected write in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

13. 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.

14. 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.

15. 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 there under 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.

16. 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.

17. 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 Quotation. 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.

18. Quotation Rate:

The contractor should note that the quotation 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 quotation condition. No conditional rate will be allowed in any case.

19. Payment of Bills:

As mentioned in clause 5 of the NIQ

20. Deduction at Source from the contractors' bills

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

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

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

21. In accordance with the GST Taxation Laws (amendment) Ordinance, 2017 amending the necessary G.S.T will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

22. Defects liability period and Refund of Security Deposit:

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 Medinipur Division, Housing Dte. in the prescribed format.

Provisions in Cl. No. 17 as contained in Printed Quotation Form so far as they relate to is to be treated as superseded.

23. Arbitration :

There shall be no provision for arbitration under this contract, under Clause-25 WBF 2908 to

24. Mode of Payment:

Any Payment against the Work done by the Contractor under this contract shall be paid to him by the Executive Engineer, Medinipur Division, Housing Directorate. (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. Payment will be made as per availability of fund.

Sd/-

Executive Engineer

Medinipur Division, Housing Directorate

Special Terms and Conditions

GENERAL :

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications in the "Departmental Schedule" which means the Public Works Department, Schedule of Rates for works in West Bengal for the working area including up to date addenda and corrigenda, if any, published by the Superintending Engineer, P.W.D., Planning & Monitoring Circle.

ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:

The word "Engineer-In-Charge" means the Executive Engineer of the concerned Division. The word "Department" appearing anywhere in the quotation documents means Housing Department, Government of West Bengal, who have jurisdiction, administrative or executive over part of whole of the works forming the subject matter of the quotation 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. Failure to do so will constitute a violation of the contract stipulation as regards 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 quotation form.

CONDITION IN EXTENDED PERIOD :

As clause 5 of W.B.F. No. 2908 as the case may be when an extension of time for completion of work is authorised by the Engineer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the quotation is revalidated up to the extended period.

CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:

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, 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 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.

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 and same when left at or sent by post to such office or delivered to the Contractor's authorized agent or representative shall be deemed to the sufficiently served upon the contractor.

Signature and address
Quotation of the Quotationer

Signature of
Accepting Authority

DECLARATION BY THE QUOTATIONER

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

My/Our quotation is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Quotation to complete the proposed construction in all respects.

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

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

Signature of Quotationer

Postal address of the Quotationer