

**Bid Document**

**For**

**Execution of Works**

**Related to**

**Social Infrastructure Project**

**At**

**Vidyasagar Industrial Park**  
**Kharagpur**

**Issued by:**  
**West Bengal Industrial Development**  
**Corporation Ltd.**

**November 2014**

<b>SECTION I</b>		
<b>WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED</b>		
<b>TENDER ID NO. : WBIDC/VIP/SIP/2014-2015/001</b>		
<b>List of Important Dates of Bids</b>		
<b>Name of Work</b>	Execution of Works Related to Social Infrastructure Project At Vidyasagar Industrial Park, Kharagpur	
<b>Completion period of construction</b>	9 Months	
<b>Date of issue of Notice Inviting Bid</b>	28-Nov-14	
<b>Tender Document Download</b>	<b>Website</b>	http://www.wbidc.com, http://www.wbtenders.gov.in
	<b>Download Period</b>	28/11/2014 to 11/12/2014
<b>Pre-Bid Meeting</b>	<b>Date</b>	03-12-2012
	<b>Time</b>	11:00 hours
	<b>Venue</b>	OFFICE OF WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBIDCL), 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017
<b>Bid Submission</b>	<b>Last Date</b>	11-12-2014
	<b>Time</b>	17:00 hours (server clock)
	<b>Place</b>	WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017
<b>1st Stage of Bid (Pre-qualification)</b>	<b>Date of Opening</b>	12-12-2014
	<b>Time of Opening</b>	10:00 hours
	<b>Place</b>	WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017
<b>2nd Stage of Bid</b>	<b>Date of Opening</b>	Will be intimated later to the technically qualified bidder(s)
	<b>Time of Opening</b>	
	<b>Place</b>	
	<b>Place of Opening Bids</b>	
<b>Bid Validity</b>	<b>Last Date</b>	Six months from the last date of bid submission
<b>Officer Inviting Bids</b>	<b>Designation</b>	Managing Director

Press Notice		
TENDER ID NO. : WBIDC/VIP/SIP/2014-2015/001		
<b>West Bengal Industrial Development Corporation Limited (WBIDCL) invites sealed item rate tenders from renowned and eligible Contractors for undertaking the following work</b>		
<b>Place</b>	Kharagpur, West Bengal	
<b>Name of Work</b>	Execution of Works Related to Social Infrastructure Project At Vidyasagar Industrial Park, Kharagpur	
<b>Estimated cost of Construction</b>	Approximately Rs. 6 Crore - 8 Crore	
<b>Bid Security (To be paid in 2nd stage of the bid by the pre-qualified bidders only)</b>	<b>Amount</b>	Rs. 2,80,000 (Rupees Two Lakh Eighty thousand only)
	<b>Form</b>	Demand Draft (DD)
<b>Time allowed for completion</b>	Nine (9) Months	
<b>Tender Document Download</b>	<b>Website</b>	<a href="http://www.wbidc.com">http://www.wbidc.com</a> <a href="http://www.wbtenders.gov.in">http://www.wbtenders.gov.in</a>
	<b>Download Period</b>	28/11/2014 to 11/12/2014
<b>Cost for Downloaded Tender Document</b>	<b>Amount</b>	Rs.5,000/- (Rupees Five Thousand Only)
	<b>Form</b>	DD (non-refundable)
<b>Pre-Bid Meeting</b>	<b>Date</b>	03-12-2014
	<b>Time</b>	11:00 hours
	<b>Venue</b>	OFFICE OF WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBIDCL), 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017
<b>Bid Submission</b>	<b>Last Date</b>	11-12-2014
	<b>Time</b>	17:00 hours
	<b>Place</b>	WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017

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### List of Documents

Sl no.	Document Type	Particulars
1.	These documents will be available only to the prequalified bidders	Tender Drawings & Design
2.		Technical Specifications
3.		Bill of Quantities

## Section 1

### 1. Notice Inviting Tender

Managing Director, West Bengal Industrial Development Corporation Ltd. (WBIDC) invites bids from qualified applicants for execution of the following work:

Civil & building works, sanitary and plumbing works including related water works, electrical works (mains & distribution) and fire fighting works for construction of the following facilities:

- A. Central Facilities Block comprising of four buildings
- B. Truck Parking Area with Truckers' Amenity Centre
- C. Weigh Bridge
- D. Fire Service Station and
- E. Architectural Gate Complex
- F. Other Site development works

With internal roads & pathway, landscaping, area development and all related by-works of Social Infrastructure at Vidyasagar Industrial Park, in accordance with this Bid Document and any drawings, instructions issued by Employer/PMC. The estimated cost of project is approx. Rs. 6-8 Crores.

WBIDC has appointed M/s SHELTER as the Design Consultant for the Project. The design consultant will assist WBIDC in all the matters of selecting a suitable contractor for the execution of the project.

The work shall be taken up on an Item Rate Contract to be paid on measured work basis.

The selection of contractor shall be in two stages:

- 1st. Pre-qualification stage
- 2nd. Financial Bid

Only bidders qualifying in 1<sup>st</sup> Stage shall be eligible for participation in 2<sup>nd</sup> stage.

Bidders must furnish full data and information as required in this Bid document.

Award of the Bid is at the sole discretion of West Bengal Industrial Development Corporation Ltd. Proposal of the successful Bidder would form the basis for future negotiations and lead to signing of a Contract Agreement.

Only those bidders who fulfill the following conditions need to apply:

- The bidder may be a Company/Firm with expertise and specific manpower, plant and equipments in the field of construction of all necessary fields required for the successful completion of the project.

- The bidder should have a valid trade license and provident fund registration. (as on date of Submission of the Bid).
- The bidder should have an audited average annual financial turnover of at least Rs. 8 crores during the last 3 completed financial years. The bidder should also have made profits after taxes for each of these last 3 financial years.
- The bidder must have experience during the seven years preceding 31<sup>st</sup> October 2014 of:
  - Two similar completed project having a value of not less than Rs. 4 crores each, OR
  - One similar completed project having value not less than Rs. 6 crores

“Similar Completed Project” for the purpose of the Bid, shall mean Construction undertaken by the bidder on an item rate contract basis/turnkey basis of multistoried institutional buildings having at least 3 floors and at least any 3 of the jobs listed below:

- Construction of Multistoried RCC & Structural Composite Structures with pile /RCC foundation.
- Construction of Asphalted Roads, Pathways & Cable Trenches.
- Construction of Sewerage/Water supply pipelines.
- Erection and commissioning of Power Supply and electrical distribution system.
- Erection and commissioning of Fire Fighting system.

An applicant who meets the above criteria may download the Bid document from [wbtenders.gov.in](http://wbtenders.gov.in) from 28/11/2014.

The applicants may submit there queries regarding the Bid in written before/on 02/12/2014 till 15:00 hrs. The same will be discussed during the pre-bid meeting.

The Pre-Bid meeting will be held on 03/12/2014 at 11.00 am to provide clarifications to the queries raised by the bidders. Further no queries will be entertained.

Electronic Bids have to be submitted to WBIDC Ltd. by e-submission through [wbtenders.gov.in](http://wbtenders.gov.in) on or before 17:00 hours of 11.12.2014.

Application Money of Rs. 5,000 (Rs Five Thousand only) has to be submitted by intending bidders through RTGS/NEFT.

Details for payment through RTGS/NEFT are as follows:

Account Name : WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.  
 Account Number : 001790100017880  
 Bank's Name : Yes Bank Limited.  
 Branch Name : 19, Camac Street, Kolkata-17.  
 IFS Code : YESB0000017

The scanned copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.

Pre-qualification Submissions for the 1<sup>st</sup> stage of Bid will be opened on 12/12/2014 at 11:30 hours which can be viewed through [www.wbtenders.com](http://www.wbtenders.com). Absence of application money will lead to immediate disqualification of bidder. The submissions made by the interested bidders will be evaluated and list of bidders qualifying for 2<sup>nd</sup> stage of the bid will be announced on a date with prior intimation.

The shortlisted bidders who meet the qualifying criterion and become eligible for submission of financial bid shall be intimated the date of submission of price bid in Bill of Quantities to be uploaded later. The eligible bidders for financial bid has to submit a bid security of Rs. 2,80,000/- (Rupees Two lakh eighty thousand only) along with their Financial Bid submission through RTGS/NEFT to WBIDC as per the account details given above. Absence of bid security will lead to immediate disqualification of bidder.

The Financial Bids of qualified bidders will be opened on a date with prior intimation in presence of the qualified Bidders, who wish to be present.

Bid drawings and all other documents issued along with the Bid must be electronically signed by authorized signatory and the same must be returned back along with the bid. If any further clarifications are required the bidder can contact the office of the PMC for the same.

Bidders shall visit the site prior to submitting their quotation and ascertain themselves of all available facilities.

WBIDC reserves the right to accept or reject any or all the Bids and sub-divide the work without assigning any reasons thereof and are not bound to award work to the lowest Bidder.

Any form of canvassing shall be deemed as adequate reason for disqualification.

For and on behalf of  
West Bengal Industrial Development Corporation Ltd.,

Managing Director  
WBIDC Ltd.

Date: 27.11.2014

Place: Kolkata.

## Section 2

### 2. Form of Bid

The Managing Director,  
West Bengal Industrial Development Corporation Ltd.  
23 Abanindranath Tagore Sarani  
Kolkata 700 017

Dear Sir,

Re: Execution of Works Related to Social Infrastructure Project At Vidyasagar Industrial Park, Kharagpur

We refer to the Invitation for Bid issued vide tender notice no.\_\_\_\_\_ dated \_\_\_\_\_ through wbtenders.gov.in by WBIDC Ltd. for Civil & building works, sanitary and plumbing works including related water works, electrical works (mains & distribution) and fire fighting works for construction of the following facilities:

- A. Central Facilities Block comprising of four buildings
- B. Truck Parking Area with Truckers' Amenity Centre
- C. Weigh Bridge
- D. Fire Service Station and
- E. Architectural Gate Complex

With internal roads & pathway, landscaping, area development and all related by-works of Social Infrastructure at Vidyasagar Industrial Park, in accordance with this Bid Document and any drawings, instructions issued by Employer/PMC.

We do hereby offer to perform, execute and complete the works in conformity with drawings, conditions of contract, specifications, and schedule of quantities at the respective rates to be quoted in the schedule of quantities provided to the pre-qualified bidders only.

We have satisfied ourselves of the site conditions and all aspects of the Bid Document. Subject to the above, we do hereby agree, should this Bid be accepted, in whole or in part, to:

- Abide by, perform and fulfill the terms and conditions of the Bid Document and the Contract Agreement to be entered upon.
- Complete the work within 9 months of the order in writing to commence works, in two or three shifts if considered necessary at no extra cost to the Employer.
- Accept the Compensation for Delay clause 5.27 provided in the Bid Document.



If we qualify we will furnish the Bid Security as stated above of which, we note, will not bear interest and is liable for forfeiture at your discretion in case of our failure to commence the work mentioned above within 14 days of issue of letter of intent, or our failure to fulfill, perform or carry out the conditions stipulated in the Bid Document when and if called upon to do so.

Incase we fail to commence work within 14 days of receipt of order in writing to commence work and/or fail to fulfill, perform or carry out the conditions stipulated in the Bid Document when and if called upon, WBIDC or its assignee has the right to terminate the Contract and award the work or part thereof to others.

We agree that the acceptance of any bid shall be at the sole and absolute discretion of West Bengal Industrial Development Corporation Limited (hereinafter referred to as the Employer), and they do not bind themselves to accept the lowest Bid or any Bid and may reject any or all bids received. We accept if above mentioned conditions are not fulfilled or are incomplete in any respect, or the bid is submitted without Bid Security, the Bid is liable to be rejected. Employer also reserves the right to accept the entire or any part of the bid and we shall be bound to perform, fulfill, observe and carry out the work thus required at the quoted respective item rates in accordance with the stipulated conditions of the contract.

We agree to abide by the Bid for a period of 6 (six) Calendar months from the date fixed for opening the same and it shall remain binding upon us at any time before the expiration of that period.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Name :

Signature :

Designation :

Address :

TO BE SIGNED BY THE AUTHORISED SIGNATORIES OF THE COMPANY/FIRM UNDER ITS COMMON SEAL ON ITS LETTER HEAD IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION OR BY THEIR CONSTITUTED ATTORNEY, ALONG WITH PROOF THEREOF.

## **Section 3**

### **3. Instructions to Bidders**

#### **3.1. Eligibility and Qualification of Bidder**

Only bidders who fulfill the conditions laid down in the Notice Inviting Tender (NIT) are eligible to apply. WBIDC reserves the right to accept or reject any or all the Bids and sub-divide the work without assigning any reasons thereof and are not bound to award work to the lowest Bidder.

#### **3.2. Site Visit**

The intending Bidders may inspect the site of work and make necessary investigation in regard to communication facilities, source of water, existing structures and foundations, obstructions (if any) on or below the ground and other important points before submission of Bids. The Bidders are to allow in their Bid for site clearance, transport, erection, maintenance, running expenses including fuel or power and ultimate removal of the plant and equipment and storage for materials and removal of rubbish, freight and other charges and also shall in their Bids allow for any special difficulties in carrying out the work including police restrictions for transport although these may not be mentioned in the specification. A Bidder shall be deemed to have full knowledge of the site, whether they inspect it or not, and no extra cost in any circumstances will be entertained by WBIDC in this respect.

The cost of any site visit shall be borne entirely by the bidder and no claim in this regard shall be entertained by WBIDC.

The Bidder and any of their personnel or agents shall not need any permission from WBIDC and/or any other Government agency for entering the project premises. However, if the Bidder or any of their personnel or agents faces any resistance from entering the site, the Bidder may contact the PMC appointed by WBIDC, who may subsequently arrange the visit as per their own time schedule.

The Bidder or their authorised representative will indemnify WBIDC and the PMC and its officers from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss or damage to property and any other losses, damages, costs and expenses however incurred, which, but for the exercise of such permission, if required, would not have arisen.

#### **3.3. Rates, Quantities and Value of Work**

The rates quoted shall be inclusive of Sales Tax, Value Added Tax, Works Contract Tax, Octroi, Excise and / or all other duties, charges, fees and/or cess and other charges levied by the Labour Department and / or Central and State Governments and / or local bodies etc. The quoted rates shall be firm and shall not be subject to any change whatsoever and shall hold good till completion of the work including extended period of contract, if any.

While pricing the Schedule of Quantities the total in the 'Amount' column should be rounded off to the nearest rupee. 50 paise or less to be ignored and more than 50 paise to be rounded to rupee.

WBIDC/PMC does not warrant accuracy of schedule of quantity.

The quantities shown against the various items are only approximate and may vary to any extent during execution as per the design scope.

PMC on behalf of WBIDC reserves the right to increase / decrease the Bided quantity of any or every item and delete any item at any stage of work at the accepted rate. The contractor's claim for compensation or damages on account of these shall not be entertained.

PMC on behalf of WBIDC reserves the right to include item at any stage of the work and rate for the same will be finalized by PMC. The bidder will be bound to execute such item of work. The rates of items not included in the Schedule of Quantities shall be settled by the Employer / PMC in accordance with the rule set in clause 5.4

All materials to be required for execution of the work are to be provided by the Contractor of approved quality supported with test certificates.

Any omissions/deviations noticed in the items without the prior approval of PMC shall result in rejection of the contractor's claim for payment of these disputed items.

#### **3.4. Language and Currency of Bid**

The language for the purpose of this Bid will be English. The Bidders should quote rates in English in Indian Rupees, in figures as well as in words against each item as entered in the "Schedule of Quantities". Corrections in the Bid should be avoided but if this becomes unavoidable, each correction should be signed separately and without ambiguity.

#### **3.5. Bid Contents**

The Bid shall be submitted in electronic mode through [www.wbtenders.gov.in](http://www.wbtenders.gov.in), depending on their contents. The desired content(s) of each packet is described below.

#### **Submission during prequalification stage**

1<sup>st</sup> Stage submissions should contain Pre Qualification Documents as follows:

- a. Form of Bid in accordance to the format given in Section 2.
- b. Application Money as has been mentioned in the notice inviting EOI.
- c. Authorization of the person signing the Bid.

- d. Valid copies of Income Tax filed for last financial assessment year, VAT / Service Tax / Sales Tax Registration Certificate, Trade License, Partnership Deed with Registration certificate at ROF or Articles and Memorandum of Association with Registration certificate from ROC.
- e. Copy of Provident Fund Registration Certificate, ESI registration certificate.
- f. Audited annual balance sheet and financial report of the last three financial years.
- g. Work details stating the following –

List of executed projects in last seven years that meet the qualifying criterion as mentioned in “Section – 1, Notice Inviting Tender”.

- Name of Client
- Name & Location of Completed Work
- Project Cost (with adequate proof)
- Date of Work Order (give copy)
- Date of completion as stated in work order.
- Actual Date of Completion (give copy of completion certificate)
- Details of multistoried buildings constructed (give photo)
- Details of other associated work done under the same work order. (give photo and details as stated in Section 1)

- h. Information about the Organisation:

Name of the Bidder

Contact address and name of person duly authorised to clarify, negotiate and finalise the Bid (with telephone, e-mail, fax number & mobile number)

- i. Personnel Employed with the Bidder:

Bidder should provide a list of personnel under their direct payroll who will be involved in execution of the project in format prescribed in Appendix -4 only. The personnel should have relevant experience in at least the following:

- Qualified and competent in planning of Construction Project.
- Qualified Mechanical & Electrical Engineers experienced in erection, commissioning of associated plant and equipment.
- Qualified Civil Engineers and Quality Control Engineers
- Qualified Project Managers & Billing Engineers

- j. Equipment present with the Bidder:

The Bidder must have at least the following Plant & Equipment, under their direct ownership, details of which should be furnished in format prescribed in Appendix -5 only along with documents establishing ownership:

- Batching Plant, Mixer Plants
- Excavators
- Dumpers, Graders
- Steel Staging, Scaffoldings and shuttering materials
- Diesel Generator, Pumps (including dewatering and Sludge pumps)
- Quality Control Equipment

The Bidders must also furnish a guarantee in non-judicial stamp paper of value INR100/- that they will purchase or rent or lease any plant & equipment listed above and specific to the project needs as and when required or instructed by the Employer/PMC.

### **Submission of the Bid Document**

The original unpriced Bid Document shall be digitally signed and submitted online.

### **Additional Information**

Bidders may add any further information that they consider relevant for the evaluation of their Bid. Bidders may attach other documents giving a clear list.

### **Bidder's request for amendment to Bid document**

If desired, the Bidder may indicate the amendment(s) in the Bid Document in format prescribed in Appendix – 3 only.

### **Material & Labour Component of quoted price:**

The contractor has to furnish a percentage wise breakup for material and labour component on the following broad project heads:

- Civil and allied works
- Sanitary & Plumbing
- Electrical works

### **Commercial conditions (if any)**

Bidders must specify clearly any terms and conditions offered by them, which are different from those given in this Bid Document in format prescribed in Appendix – 3 only.

Based on the submissions made by the bidders, the technical committee of WBIDC Ltd. shall prepare a list of prequalified bidders based on the qualifying criterion specified in NIT. Please note performance in projects stated in the list of projects submitted by the

bidders meeting other qualifying criterions shall bear maximum weightage. Only the pre-qualified bidders shall be eligible for submission of financial bid in next stage of the bidding process.

**Second stage of bid submission shall include the following documents:**

**Bid Security**

The eligible bidders for financial bid has to submit a bid security of Rs. 2,80,000/- (Rupees Two lakh Eighty thousand only) along with their Financial Bid submission through RTGS/NEFT to WBIDC as per the account details given below. Absence of bid security will lead to immediate disqualification of bidder.

Account Name	: WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.
Account Number	: 001790100017880
Bank's Name	: Yes Bank Limited.
Branch Name	: 19, Camac Street, Kolkata-17.
IFS Code	: YESB0000017

The scanned copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.

**Unconditional Acceptance of Time of Implementation**

Acceptance of Time of Implementation of the Project must be unconditional and the time for implementation would be reckoned from the date of issue of order in writing to the selected Contractor to commence work.

Work Schedule showing the broad milestones as described in Clause 5.27 and the total work has to be submitted by the selected contractor in MS Project format both in hard and soft copy. The same will be reviewed and commented upon by the PMC and successful bidder has to incorporate the changes suggested. On finalization of the same in line with comments of the PMC the schedule will form part of the contract and will be binding on the successful bidder.

**Tender Drawings & Technical Specifications**

Tender drawings, design and technical specifications for the facilities shall be uploaded in the 2<sup>nd</sup> stage of the bid. The bidders shall return them duly signed. This shall indicate that bidders have acquainted themselves with the scope of construction work involved in creation of the proposed social infrastructure at Vidyasagar Industrial Park.

**Bill of Quantities (BOQ)**

Un-priced BOQ shall be uploaded for the qualified bidders for submission of their price bid. The Price Bid, i.e., the priced copy of the Bill of Quantities (BOQ) indicating clearly

their rates for different items of work duly digitally signed on all pages by the authorized signatory shall be submitted by the pre-qualified bidders.

No other documents should be submitted in the Price Bid.

### **3.6. Time of Submission**

The Bids for 1<sup>st</sup> stage shall be electronically submitted through [www.wbtenders.gov.in](http://www.wbtenders.gov.in) within 17.00 hrs of 11/12/2014 to become valid. WBIDC may, at its own, sole discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 3.9 in which case all rights and obligations of WBIDC and the bidders, previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

The date and time for submission of 2<sup>nd</sup> stage bidding shall be intimated to the pre-qualified bidders only.

### **3.7. Opening of Bids**

The Bids shall be opened on 12/12/2014 at 11.30 hours. The bids shall be opened online and the bidders may view the same through live bid opening option of [www.wbtenders.gov.in](http://www.wbtenders.gov.in). In the person presence of the representatives of the Bidders during the opening of the bid is not required. The date of opening for 2<sup>nd</sup> stage bidding shall be intimated to the pre-qualified bidders only.

### **3.8. Late Bids**

Any Bid received by WBIDC after the deadline for submission of Bids described in accordance to Clause 3.6 will not be considered for opening.

### **3.9. Amendment of Bid Document**

At any time prior to 3 days from the deadline for submission of the Bid, WBIDC reserves the right to add / modify / delete any portion of the Bid document by the issue of an addendum, which will be sent to all Bidders. In case of amendment of Bid document, WBIDC may, at their own discretion, extend the bidding period only under exceptional circumstances. WBIDC will not entertain any request from any Bidder to extend the Bidding period.

### **3.10. Modification of Bids**

If the Bid is submitted prior to the formal submission date, the Bidder can modify or make corrections to it. The modification / correction have to be uploaded prior to the time

specified for submission of Bids. The original Bid thus modified or corrected would then be considered as the official Bid.

### **3.11. Clarifications**

WBIDC or its representative may call for clarifications regarding certain aspects of the Bids received. Such clarifications are required to be provided in electronic format and in writing within the specified time frame and would be considered as part of the Bid. However, the Bidders will not be permitted to change any aspect of their Price Bid or any term that might materially affect the Price Bid after the last date for submission of Bids. However WBIDC may allow revision of price bid after opening of the 1<sup>st</sup> stage bid but prior to opening of 2<sup>nd</sup> stage bid (price bid), if it deems essential on reviewing the commercial terms or amendments to Bid sought by Bidders in 1<sup>st</sup> stage of bidding.

### **3.12. Inquires**

Any inquiry concerning this Bid should be submitted only to the WBIDC before/on 02/12/2014 by 15:00 hours at the following address in writing by e-mail / fax to:

The Managing Director  
WBIDC Ltd.  
23 Abanindranath Tagore Sarani  
Kolkata – 700 017  
Fax – 033-22553737  
Email – [sulohita.sharma@wbidc.com](mailto:sulohita.sharma@wbidc.com), [rajiv.mondal@integratedinfra.com](mailto:rajiv.mondal@integratedinfra.com)

Reply to the query of any particular Bidder would be sent to all the parties and / or discussed in the Pre-Bid Conference if considered necessary.

### **3.13. Bid Preparation Cost**

The Bidders shall bear all the costs (inclusive of cost of data collection, preliminary survey, advisory fees etc.) incurred by them in Bid preparation and submission. WBIDC / PMC will not, under any circumstances, compensate the Bidder for any expense incurred in preparation of the Bid and in connection with the preparation of the Bid. All activities in connection with the preparation of the Bid will be sole responsibility of the Bidder.

### **3.14. Settlement of disputes**

For any dispute arising during the Biding process, the decision of WBIDC shall be final and be binding on all parties.



### 3.15. Law applicable

Indian laws shall be the Applicable Law for the Biding process and will be instituted in a court of competent jurisdiction in the city of Kolkata, West Bengal.

### 3.16. Validity of Bid

A Bid once submitted shall not be withdrawn within a period of 6 (six) calendar months from the day of opening of the Bids. No Bidder shall be allowed to withdraw the Bid during the interval between the deadline for submission of Bid and the expiry of the period of validity of Bids specified in this Bid Document or as extended by the Employer/Bidder. Withdrawal of Bid, in any form, whatsoever during this interval shall entail forfeiture of the Bid Security without any further notice or opportunity to the Bidder.

In exceptional circumstances, prior to the expiry of the original Bid validity period, Managing Director, WBIDC may request the Bidder for specified extension in the period of validity. The request and the responses thereto shall be made in writing or by fax, followed by written confirmation.

A Bidder may refuse the request without forfeiting their Bid Security. A Bidder agreeing to request will neither be required nor permitted to modify their Bid, but will be required to extend validity of their Bid and bid security correspondingly.

### 3.17. Application Money and Bid Security

Application Money of Rs. 5,000 (Rs Five Thousand only) has to be submitted by intending bidders through RTGS/NEFT to WBIDC as per the account details given below, during 1<sup>st</sup> stage of the bidding along with the prequalifying documents. Any Bid not accompanied with Application Money will be treated as invalid.

The eligible bidders for financial bid (2<sup>nd</sup> Stage of the bidding) has to submit a bid security of Rs. 2,80,000/- (Rupees Two lakh eighty thousand only) along with their Financial Bid submission through RTGS/NEFT to WBIDC as per the account details given below. Absence of bid security will lead to immediate disqualification of bidder.

Details for payment through RTGS/NEFT are as follows:

Account Name	: WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.
Account Number	: 001790100017880
Bank's Name	: Yes Bank Limited.
Branch Name	: 19, Camac Street, Kolkata-17.
IFS Code	: YESB0000017

The scanned copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.

Bid Security shall be forfeited if the Bidder withdraws the Bid during the Bid validity period. Bid Security of unsuccessful Bidders will be refunded as promptly as possible upon appointment of successful Bidder. However WBIDC reserves the right to hold the bid security upto the period of validity of the Bidders if it deems essential.

Bid Security of successful Bidder shall be returned on his furnishing the Initial Security Deposit as provided hereinafter. Bid Security of the successful Bidder will be forfeited if they fail or refuse to furnish the Initial Security Deposit within the time provided hereafter, or fail or refuse to sign the Contract Agreement or to commence work within the time provided therefore.

### **3.18. Security Deposit**

The successful Bidder shall furnish **Security Deposit of an amount equivalent to 10% percent** of the total contract value for the purpose of Security Deposit. Such Security Deposit would be held by the Employer as security for the due performance of the contractor's obligation under the contract. The Security Deposit shall be made up of the Initial Security Deposit and the Retention Moneys as hereinafter provided for.

#### **Initial Security Deposit**

The successful Bidder shall within 7(seven) days of receipt of order in writing to commence work, deposit with the Employer, an Initial Security Deposit in the form of a Demand Draft / Banker's Cheque or Bank Guarantee, a sum amounting to 5% of the total contract value. The Demand Draft / Banker's Cheque / Bank Guarantee shall be drawn on any Schedule Bank in Kolkata, in favour of "West Bengal Industrial Development Corporation Ltd.". Failure to furnish the Initial Security Deposit within the time mentioned above would, inter alia, lead to forfeiture of Bid Security and cancellation of the Work Order, at the sole discretion of WBIDC.

#### **Retention Moneys:**

Up to 5% of the gross value of the bill will be retained from all Running Account Bills.

Out of the above Security Deposit, 50% of the amount will be returned after Virtual Completion of the work and the balance 50% will be retained till the completion of Defect Liability Period. If the Initial Security deposit is submitted in form of BG then on Virtual completion of work the BG will be returned. No interest can be claimed on the amount of Security Deposits, which will be lying with WBIDC.

### **3.19 Mobilization Advance:**

After the Contractor has furnished Initial Security Deposit and the Contract Agreement has been executed, the Employer will provide to the Contractor interest-free Mobilisation Advance of 10% (ten percent) of Contract Value. The Mobilisation Advance will be paid against a Bank Guarantee of equal amount to be issued by a Scheduled Bank of India in

the name of “**West Bengal Industrial Development Corporation Ltd.**” as per Performa enclosed in Appendix II.

On receipt of the Bill for the Mobilisation Advance and Bank Guarantee, the PMC shall promptly forward the same to the Employer, who shall make the payment within 20 (twenty) working days of receipt thereof. The Mobilisation advance shall be deducted on a pro-rata basis from all the Running Account Bills (RA Bills).

The Bank Guarantee would remain valid till the entire Mobilisation Advance gets adjusted from the RA bills.

If required, the Contractor would have to extend the validity of the Bank Guarantee(s) in case it expires before the recovery value reaches the amount of the Bank Guarantee. The Contractor would have to make such extensions at least 10 (ten) days before the expiry of the original Bank Guarantee(s).

If the Mobilisation Advance has not been adjusted prior to the issue of the Certificate for Virtual Completion or prior to termination or Force Majeure (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer, and the balance so outstanding shall be deducted from any money payable by the Employer to the Contractor under this Contract.

### **3.20 Time Schedule for execution of the Project**

Time is the essence of the contract, and the time required for the completion of the work from the date on which the letter of intent is given to the contractor by WBIDC shall be **9 months**. However, the contractor also has to meet the interim milestone deadlines as described by them in their work schedule submitted on selection.

### **3.21 Right to accept / reject**

No Bid will be considered unless the Bid documents are fully and completely filled in. All information that may be asked from a Bidder must be unequivocally furnished. Any Bid which is incomplete or does not comply with the prescribed conditions or stipulation counter to those laid down therein or in other Bid documents, will be liable to rejection at the time of opening or during subsequent scrutiny.

WBIDC reserves to itself the right to accept or reject any Bid or annul the Bidding process or reject all Bids without assigning any reason thereof, and without thereby incurring any liability to the affected Bidders. Any Bid, if found not substantially responsive, shall be rejected and the bid security shall be forfeited. Acceptance of lowest Bid is not obligatory and WBIDC reserves the right to distribute the works amongst several contractors if it is so considered necessary.

WBIDC shall reject the Bid where a prospective Bidder or anyone on behalf of such bidder directly or indirectly offers any monetary or other inducement to WBIDC and or the PMC with a view to securing the Bid or makes any false or misleading statement to influence

WBIDC / PMC in any way in the process of examination, clarification, evaluation and comparison of the Bids.

The Bids shall be considered invalid and non-responsive for one or more of the following reasons:

- The Bidder has not submitted application money
- Non-submission of any payment/ document stipulated herein.
- Bids received after due date and time specified for submission (Late Bids) shall be returned unopened.

### **3.22 Contract Agreement**

Within 30 days (thirty days) of the receipt of order in writing to commence work, the selected Bidder shall enter into a Contract Agreement with WBIDC duly signed and executed on Stamp paper of appropriate value adjudicated by relevant competent authority.

Requisite stamp paper for execution of the contract shall have to be purchased by the Contractor at his own cost. In the event of his failure to execute the contract, Bid Security deposited by him shall be forfeited.

Following documents shall be deemed to form and be read and construed as part of the contract:

- NIT, Form of Bid and Instructions to Bidders.
- Articles of Agreement.
- General Clauses of Contract.
- Special Conditions of the Contract.
- The Technical Specifications.
- Time schedule of completion (in MS project Format) submitted by the Bidder.
- Authorization of Person signing the Bid
- Partnership deed / Article of Association and MoA (as applicable) of the Bidder
- Priced bill of quantities with accepted rates.
- All Correspondence, by which the contract is added or amended, varied or modified in any way by mutual consent.

### **3.23 Environment**

The environmental considerations shall conform to ensuring high environmental quality and management standards. The Contractor shall take all reasonable steps to protect the environment and limit damage and nuisance to people and property resulting from pollution, noise and other results of their construction operation.

### **3.24 Rapid Environmental Impact Assessment (REIA)**

The selected contractor shall comply with the requirements for pollution control measures as per the recommendations of the REIA Report (if any). If any additional plant or treatment facilities are required as per recommendations of the report, the same shall be supplied/ installed by the Contractor at a negotiated value or carried out by any agency appointed by WBIDC. The Contractor shall co-operate with such agency (ies) appointed by WBIDC.

### **3.25 Site Establishment**

The contractor will be allowed to set up their site establishment immediately on their getting the Letter of Intent.

The site establishment would also include a fully pledge office for the Employer/PMC with at least 4 nos. of work desk with adequate nos. of chairs. It should also be provided with adequate document storage arrangement in form of File racks, steel allmirahs and any other necessary office furniture and stationeries. It should also have a attached toilet.

There should be a meeting room to house meetings to accommodate at least 15 persons with a pantry with allied infrastructure. A vehicle for use of Employer/PMC as and when required should be available.

### **3.26 Labour License**

The successful bidder should obtain labour license prior to commencement of the job. All levies / cess and / or any other charges enforced by the labour department/or any statutory authority dealing with labour issue in the state of West Bengal will be paid by the contractor.

### **3.27 Indemnification**

The Bidder will be required to indemnify WBIDC / PMC against all liabilities, direct or indirect arising out of the Biding process.

### **3.28 General Requirements**

The implementation of the project shall, generally fulfill the following requirements:

- Ensure soundness of strength, durability and aesthetics of the structure and systems and ease of regular operation and maintenance.
- Speedy construction to ensure earliest completion of the project.
- Safe execution of works prior to handover
- Adherence to international quality standards

## Section 4

### 4. Draft Articles of Agreement

ARTICLES OF AGREEMENTS made this \_\_\_\_\_ day of \_\_\_\_\_ between M/s WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD. having its Registered Office at 5, Council House Street. Kolkata – 700 001 (hereinafter referred to as the EMPLOYER which expression shall include its successor or successors and assigns) of the ONE PART.

AND

M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR' of the OTHER PART.

WHEREAS the Employer is desirous of having Civil & building works, sanitary and plumbing works including related water works, electrical works (mains & distribution) and fire fighting works for construction of the following facilities:

- A. Central Facilities Block comprising of four buildings
- B. Truck Parking Area with Truckers' Amenity Centre
- C. Weigh Bridge
- D. Fire Service Station and
- E. Architectural Gate Complex
- F. Other Site development works

With internal roads & pathway, landscaping, area development and all related by-works of Social Infrastructure at Vidyasagar Industrial Park in accordance with this Bid Document and any drawings, instructions issued by Employer/PMC.

AND WHEREAS the Employer has engaged M/s \_\_\_\_\_, as Project Management Consultants, (hereinafter referred to as the 'PMC') for the PROJECT.

AND WHEREAS the Bid Security deposited by the Contractor is retained as Security Deposit for the due performance of this Agreement.

AND WHEREAS the Employer has issued Work Order thereof to the Contractor.

AND WHEREAS the relevant Drawings and Designs, inclusive of the Specifications, Price Schedule of Quantities, General Clauses of Contract, Safety Code, additional conditions and instructions to the Bidder (hereinafter referred to as 'the said conditions') have been signed by the parties hereto and the Contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the payments to be made to the Contractor as hereinafter provided, the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said Drawings and Designs, Schedule of Quantities, Technical Specifications etc. and such further detailed Drawings and Designs, as may be furnished to the Contractor by the said Employer through the PMC as described in the said specifications and the said price schedule of quantities.

The Employer will pay to the Contractor the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (Hereinafter called the 'Contract Sum') or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

The term 'The PMC' in the said conditions shall mean M/s PMC and in the event of the said PMC ceasing to be PMC for the purpose of this Agreement such other person or persons shall be nominated for the purpose by the Employer, provided always that no person subsequently appointed to be PMC under this Agreement shall be entitled to disregard or overrule any decision or approval expressed in writing by the outgoing PMC for the time being if the same had been done under instruction from the Employer.

The Plans, Drawings and Designs, Schedule of Quantities, Technical Specifications, Safety Code, and documents as mentioned above shall form the part of this Agreement and all disputes are to be decided in the manner prescribed in the conditions attached hereto and as specified in the Bid Document.

This Agreement comprises the various items of work and all allied works connected there with within the same site as may be ordered to be done from time to time by the said Employer through the PMC even though the said works may not be shown on the Drawings / Designs or described in the said Specifications or the Price Schedule of Quantities.

Notwithstanding what are stated in the general clauses and instructions to the Bidder and hereinbefore stated, the Employer through the PMC reserves to himself the right to alter the Drawings, Designs, Specifications, Safety Code, Schedule of Quantities, and nature of the work and of adding or omitting any items of works from the contract or of having portions of the same carried out internally or otherwise and such alterations or variations shall be carried out without prejudice to this Agreement.

The various clause & sub-clause of this bid document shall be read and be treated as forming part of this Agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the provisions of this Agreement on their parts respectively observing or fulfilling the conditions contained therein.

Any dispute arising under this Agreement between the parties hereto shall be referred for adjudication / arbitration in the manner and in terms of the provisions as laid down in the general clauses of this Agreement. The award of the arbitrator shall be final and binding on both the parties.

For and on behalf of  
\_\_\_\_\_  
\_\_\_\_\_

Employer

Witnessed by:

\_\_\_\_\_

For and on behalf of  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

Witnessed by:

\_\_\_\_\_



## **Section 5**

### **5. GENERAL CONDITIONS OF CONTRACT**

#### **5.1. PURPOSE**

The General Conditions of Contract define the rights and obligations of the Parties under the Contract. Exceptions to these General Conditions of the Contract may be agreed provided they are expressly stated in the Contract/Work Order/Special Conditions of Contract.

#### **5.2. Definitions**

In the Contract/Work Order, the following words and expressions, when used starting with capital letters shall have the following meanings:

##### **5.2.1. Employer:**

Shall mean West Bengal Industrial Development Corporation Ltd., having registered office at 23 Abanindranath Tagore Sarani, Kolkata – 700 017, West Bengal.

##### **5.2.2. Type of Contract:**

The Contract shall be an item rate contract. The contractor shall be paid according to the actual quantity of work done, as measured at the site at the rates quoted by him in the Schedule of Quantities.

##### **5.2.3. Contract:**

Shall mean the agreement entered into between WBIDC and the Contractor or the Work Order issued by WBIDC and accepted by the Contractor, including all attachments and annexure thereto and all documents incorporated by reference therein together with any subsequent modifications thereof in writing

##### **5.2.4. Contractor:**

Shall mean the successful Bidder, an individual or firm or company whether incorporated or not on whom the Letter of Intent /Work Order is placed by WBIDC and shall include its legal successors and assigns, its affiliates and Sub-contractors and its respective employees, officers, directors, agents and representatives.

##### **5.2.5. Site:**

Shall mean the land as per site plan furnished to the Contractor by the WBIDC/PMC for the construction of the Project.

5.2.6. Notice in writing:

Shall mean notice in writing by hand, typed or printed in English and sent (unless delivered personally or may otherwise be proved to have been received by the Addressee) by Registered Post / fax or other acceptable mode to the business address or the registered office of the addressee or its last known address and shall be deemed to have been duly received when in the ordinary course of post it ought to have been delivered to the addressee.

5.2.7. Project Management Consultant (PMC):

Shall mean Project Management Consultant appointed by WBIDC as per the provisions given below:

- 5.2.7.1. WBIDC shall appoint Project Management Consultant (PMC)/Engineer-in-charge to act on behalf of WBIDC under the Contract. WBIDC shall give notice to the Contractor of the name and address of PMC/Engineer-in-charge.
- 5.2.7.2. PMC shall carry out the duties assigned, and shall exercise the authority delegated by WBIDC. Unless and until WBIDC notifies the Contractor otherwise, PMC shall be deemed to have the full authority of WBIDC under the Contract, except in respect of exercising WBIDC's rights pursuant to clause 5.2.7.3 and clause 5.41.
- 5.2.7.3. If WBIDC wishes to replace any individual/organisation appointed as PMC, WBIDC shall give the Contractor, notice of the replacement's name and address. WBIDC may from time to time assign duties and delegate authority to other WBIDC's personnel, and may also revoke such assignment or delegation.
- 5.2.7.4. Each of WBIDC appointed PMC's personnel to whom duties have been assigned or authority has been delegated shall only be authorised to issue instructions to the Contractor to the extent defined in the delegation. Any approval, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by a delegated person, in accordance with the delegation, shall have the same effect as though the act had been an act of the WBIDC. However;
  - 5.2.7.4.1. it shall not relieve the Contractor from any responsibility it has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliance;
  - 5.2.7.4.2. any failure to disapprove any Works or Equipment and Material shall not constitute approval, and shall therefore not prejudice the right of WBIDC to reject the Works or Equipment and Material; and
  - 5.2.7.4.3. if the Contractor questions any decision or instruction of a delegated person, the Contractor may refer the matter to WBIDC's Managing Director, who shall promptly confirm, reverse or vary the determination or instruction.

The PMC may appoint Architect(s) or other suitably qualified personnel as its sub-consultant(s) to assist it in the execution and performance of the aforesaid services. However, this shall not absolve the PMC from any of its responsibilities, as detailed in this Agreement, in following the Employer's requirements. Provided that if the service of the said PMC is terminated or disputed with and the said PMC ceases to be the PMC for the purpose of this Contract, then such other PMC as shall be appointed for that purpose by that Employer shall be the PMC.

### **5.3. Interpretations**

In this document, unless the context otherwise requires,

a) references in the singular number shall include references in the plural number and vice versa.

b) words indicating one gender include all genders.

c) a reference to a particular clause or sub-clause shall, except where the context otherwise requires, be a reference to that clause or sub-clause.

d) the headings are inserted for convenience and are to be ignored for the purposes of interpretation or the particular part of the Contract construction.

e) the words "include" and "including" are to be construed without limitation.

f) whenever provision is made for giving of notice, approval or consent by any person, unless otherwise specified, such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.

g) the invalidity or unenforceability of any portion or provision of the Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed void from the Contract. The Parties agree that in such circumstances to interpret and to negotiate an equitable amendment to the provisions of the Contract to give effect to the underlying purposes of the Contract.

h) the words Contract and Work Order can be synonymously used wherever the context so requires.

i) Wherever it is written/mentioned that WBIDC shall decide, it shall mean that such decision shall be final and binding on the Contractor.

### **5.4. Drawings and Designs**

5.4.1. The tender drawings, if any, together with the specification and other contract documents are intended to show and explain the manner of executing the works and to indicate the type and class of materials to be used. The contractor shall

perform all works including any urgent and temporary works, fully contingent on the work, in substantial and acceptable manner in accordance with the contract documents and in accordance with such further explanatory drawings, details and instructions as may, from time to time, be given by the PMC.

- 5.4.2. The PMC shall supply to the contractor reasonably complete engineering drawings. All drawings required for the complete execution of the work will not be released simultaneously but in stages during and according to the progress of the work.
- 5.4.3. If on handing over the site or at any time thereafter during execution of the work, the contractor considers that any drawing / information necessary for the execution of the work has not been provided and/or any other matter which affects the progress of the work, he shall immediately inform the PMC in writing giving all details.
- 5.4.4. Bar bending schedule and shop drawings required for proper execution of the work shall be prepared by contractor and submitted well in advance to the PMC to permit scrutiny, corrections, re submissions and final approval without causing any delay in the construction work.
- 5.4.5. Contractor shall prepare and submit to PMC, drawings and details of formwork and staging to be used for construction works. Such submission shall be well in advance of the execution of the items concerned so that the PMC may however approve modifications therein. The contractor shall incorporate such modifications without claiming any extras. It shall however, be distinctly understood that notwithstanding the reviews, suggestions and modifications incorporated, if any, the sole and ultimate responsibility, for the stability and performance of the formwork and staging, shoring and strutting for work below ground level, scaffolding, etc. and all other temporary works, shall be that of the contractor.
- 5.4.6. Any shoring, structure and timbering required for protecting the sides of the excavations and ensuring the safety of the workmen and equipments shall be done by the contractor at his own cost. The contractor shall be responsible for the design of the shoring, which shall be strong enough to resist side thrust and prevent slips, bows and damage to adjacent works and property. It shall be removed as directed, after the items of work for which it is required are complete. Adequate protective measures shall also be taken by the contractor to see that the excavation for foundations, basement etc. does not affect or damage adjoining structures or services.

All measures required for ensuring stability of excavation and safety of property and people in the vicinity shall be taken by the Contractor at his own cost, he being entirely responsible for any injury to life and damage to property caused by his negligence or accident due to his constructional operations.

## 5.5. Scope of Work

The scope of the Contractor shall be, as included under the Contract and other documents referred to and annexed thereto, including Technical Specifications.

The Contractor shall, unless expressly excluded in the Contract from the Contractor's scope, perform all such services/work and/or supply all such Equipment and Material at no additional cost to the WBIDC, not specifically mentioned in the Contract but required for attaining completion of Work in accordance with the Contract, as if such services/work and/or supply of such Equipment and Material were expressly included in the Contractor's scope of work under the Contract.

Unless otherwise expressly limited and/or excluded elsewhere in the Contract from the scope, the Contractor's scope under the Contract shall be including but not limited to as described under following clauses.

- 5.5.1. Provide all Equipment and Material including consumables as specified in the Contract/Work Order
- 5.5.2. Provide highly skilled, skilled, semi skilled, unskilled labour and qualified and experienced supervisory personnel
- 5.5.3. Make available all necessary Tools and Plants required to complete the works within the stipulated Completion Time
- 5.5.4. Make available all inspection and testing equipment.
- 5.5.5. Construct and maintain temporary facilities like labour camps, site office, open and covered storage areas, fabrication yard (open and covered as required), access roads etc as required to carry out the construction
- 5.5.6. Construction Power and Water system as per clause 5.19 & 5.21
- 5.5.7. Loading, unloading, handling, storage and preservation of its Equipment and Material, Tools and Plants etc.
- 5.5.8. Receiving and transporting WBIDC's Equipment and Materials to Contractor's store or Site for erection and installation
- 5.5.9. All civil, mechanical, electrical, instrumentation works as specified in the Contract
- 5.5.10. All painting and insulation works, as applicable
- 5.5.11. All pre-construction activities such as area clearing, barricading the site, setting of site infrastructure, water flushing, testing of electrical equipment, functional and loop checks for electrical and instrumentation systems etc.
- 5.5.12. Construction management and supervision
- 5.5.13. Construction planning and scheduling of all the Works and related activities including resources under the scope of the Contractor to ensure completion of entire Work under its scope within the Completion Time
- 5.5.14. Assistance during commissioning including PG tests till Final Acceptance of the Works by PMC/WBIDC.
- 5.5.15. Taking out insurances as per clause 5.41
- 5.5.16. Coordination with its own Sub-contractors and other contractors working at Site
- 5.5.17. Statutory clearances other than those obtained by PMC/WBIDC and assistance in providing necessary drawings and documents etc, required by statutory authorities.

#### 5.5.18. Site clearance before Final Acceptance Certificate.

#### 5.6. Variation

The Contractor may, when authorized, and shall, when directed in writing by the Employer / PMC, be bound under this contract to add, omit from or vary the work shown upon the Drawings or described in the Specifications or included in the Priced Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer / PMC if confirmed by the Contractor in writing within seven days, and the same if not contested or replied in negative or with comments/suggestion/modification will be deemed to have been given in writing. The contractor will however incorporate the comments/suggestion/modification while executing the works for which direction has been given.

No claim for any extra shall be allowed unless it shall have been executed by the authority of the Employer / PMC as herein mentioned. Any such extra is herein referred to as an Authorized Extra. No variation, i.e. additions, omissions or substitutions, shall vitiate the contract.

The Contractor shall give to the PMC before the 10<sup>th</sup> of every month (within the tenure of the contract), a statement in writing of any extra work, which may have been performed during the preceding month, failing which any claim, which the Contractor may afterwards make for payment on account of any extra work, will not be allowed.

The rates of items not included in the Schedule of Quantities shall be settled by the Employer / PMC in accordance with the following Rules:

- a. If the rates for the additional, altered or substituted work are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered and substituted work at the same rates as are specified in the Contract for work.
- b. If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.
- c. If the rates for the additional, altered or substituted work cannot be specified in the sub-clause (a) and (b) above, and the item is a scheduled item as per prevailing PWD schedule of rates then the rates shall be derived as per prevailing PWD schedule.
- d. If the rates for the additional, altered or substituted work cannot be specified in the sub-clause (a), (b) or (c) above, the rate shall be derived on the basis of the cost of materials and labour (rates for materials and labour will be as per the prevalent market rates for the same) plus 10% to cover overheads, supervision etc. and 10 % profit.

### 5.7. **Deviations**

No deviation from the Contract will on any account be allowed unless an order in writing is obtained from the Employer / PMC.

### 5.8. **Site Condition**

Contractor should inspect the work site, where the work under this contract are to be carried out, and obtain for himself at his own responsibility all the information which may be necessary for the purpose of the successful execution of the Contract.

He must also make himself conversant with all the local conditions, means of access to the site of work, nature, extent of transport facilities and character of the work and supply of materials, conditions affecting labour and other matters that may affect this Bid. Employer does not undertake any responsibility, to obtain any concessions, permissions from the Owner of the adjoining plot or from any other party in respect of any allowances, access, encroachments etc., whether for the facility of the work or otherwise. No claim, therefore, will be entertained should the Contractor have failed to comply with this condition.

All fences, trees, shrubs, green and other surfaces about the buildings, or approaches thereto, which are required to be maintained, are to be kept free from damage due to preparation in connection with the work.

The site will be made available to the Contractor in its present conditions. Site organisation within the site boundaries including site offices and storage godown shall be the Contractor's responsibility. No space other than the above site can be made available to the Contractor for site office, labour camps, storage etc.

No covered space shall be released for storage/stocking of contractor's material. The contractor shall make his own arrangement for the same.

Any leveling or filling if required to commence the work will be done by the Contractor at his own cost. Further, any access roads required for the work involved in the Contract shall be prepared at the Contractor's own cost and shall be maintained at the Contractor's cost and the rate quoted shall cover for these items.

### 5.9. **Datum**

The average ground level (GL) will be considered AT THE CROWN OF the nearest road, which should be taken as "Datum" which is however, subject to final confirmation of the PMC / Employer. All levels shown in the drawings are to be strictly adhered to.

### 5.10. **Access to Site**

The access to the site will be determined in consultation with the PMC / Employer.

### 5.11. Contractor to Provide

The Contractor shall provide all materials, labour of every description and all tools, tackles, plant and transport necessary for the proper carrying and execution of the work to the satisfaction of the PMC / Employer.

The Contractor shall be responsible for doing the work in collaboration with Contractors of any other trades subsequently employed so as to expedite the execution of his and other Contractor's work which are to run simultaneously. This will require the progress of site work to be synchronized and harmonised with the work of other Contractors giving proper facility and security to them and to their workers. The Contractor is also to include in his Bid, charges for final surfacing to all repairs done by other trades for their fixtures, installation etc. and removal of spoils arising out of these Contractors. The Contractor will provide adequate watching and protection of materials against theft or damage with site lighting and watching. The Contractor will cover up and protect all work throughout the duration and until completion of the work. The Contractor will be liable for all thefts / burglary / pilferage of any materials / goods from the site, and the Employer will not entertain any claims in this regard. The Contractor shall take full responsibility for the care of the works from the commencement of construction till the date of issue of Virtual Completion Certificate when the responsibility shall pass to the Employer. If The PMC issues Virtual Completion Certificate for a certain section of the work, the Contractor shall cease to be responsible except for his liability under defect liability for that section of work only.

The contractor at its own cost shall make arrangements for site office of the Employer/PMC, as described in clause [3.25](#)

The contractor shall provide the following details within 5 working days of receipt of Letter of Intent:

#### Site Infrastructure Layout

The contractor has to provide the site infrastructure layout showing the location of site office of the contractor and PMC, storage facilities, major plant and equipments, operation areas (bar bending yards, mechanical workshops etc), labour hutments, etc. clearly indicating the movement logistics inside the site on a A1 size drawing sheet of the site layout provided along with the Bid. The same should be implemented at site within 10 working days from the approval of the site infrastructure layout by the PMC.

#### Project Manpower Deployment

The selected contractor shall confirm the presence of all personnel details of whom has been submitted with the bid document during the execution of the project. In case of any changes, in the deployment of manpower, the contractor shall re-submit Curriculum Vitae of all personnel deployed at the project site mentioning clearly their designation, educational qualification and work experience in format prescribed in Appendix - 4. Contractor will have no right to reduce the staff and/or remove any person from site without prior approval of the Employer/PMC in writing. In case if contractor require to do so, he has to obtain the approval of the employer in writing and arrange for a suitable



replacement henceforth. The contractor will be required to make sure that the proper handing/taking over takes place between the outgoing and incoming staff.

#### Quality Management Plan

The contractor will be required to submit a consolidated Quality Assurance Plan (Inclusive of Detailed Quality Management Plan & Site Quality Control Strategy).

#### Safety Management Plan

The contractor will be required to submit a consolidated Safety Management Plan with reference to this project, categorizing the potential hazards and strategy for prevention. Before initiation of any construction activity a detailed Job Safety Analysis Report in stipulated format enclosed herewith has to be submitted and approved by the PMC.

#### Work Method Statement

Before initiation of any construction activity a Work Method Statement mentioning

- Step-wise work method
- Quantum & Type of Manpower Deployed
- Critical Quality Control Measures
- Important Safety Guidelines
- Personal Protective Equipments (PPE) to be used
- Type & Extent of involvement of Equipment
- Concerned Supervisor / Engineer in charge

A controlled copy of the latest revision of the work method statement should be available with the following persons –

- The supervisory staff overseeing the work
- Site-in Charge
- PMC

#### 5.12. **Quality of Materials and Workmanship**

All the work specified and provided for in the Specifications or which may be required to be done in order to form and complete any part thereof shall be executed in the best and most workmanlike manner with materials to the best and approved quality of the respective kinds in accordance with particulars contained in and implied by the Specifications and as represented by the drawings / designs or according to such other additional particulars, and instructions as any from time to time be given by the Employer / PMC during the execution of the work, and to their entire satisfaction, and as per the relevant I.S. Code for such materials.

All wires and cables to be used in electrical wiring shall have ISI marking on it. If the suppliers indicate that ISI marking on wires / cables is not possible because of manufacturing process, the cables/wires shall be accepted with the submission of test certificate and copy of license issued by B.I.S.

The conduits to be used in wiring shall conform to I.S. 9537 (Part II)- 1981 or latest in all respects. The lift contractor using the particular brand of conduit shall furnish to PMC test certificate from N.T.H or any Government Approved Laboratory with each quantity of supply along with supply of conduits. If required by the Employer / PMC, the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer / PMC , at his own cost to prove that the materials etc. under test conform to the relevant I.S. Standards or as specified in the Specifications. The necessary charges for preparation of mould (in case of concrete cube), transport, testing etc., shall have to be borne by the Contractor. No extra payment on this account would in any case be entertained. The Contractor shall upon the request of the Employer / PMC furnish them with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith.

A list showing the names of the manufacturers from whom it is proposed to obtain the various materials must be submitted to and approved by the Employer / PMC in writing and before procuring the required materials.

All the materials (except where otherwise described) stores and equipment required for full performance of the contract must be provided through normal channels and must include for import duties, octroi, sales tax, value added tax, and other charges and must be the best of their kind available at the time and Contractor must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all and approval of the same must be obtained prior to placement of orders. Materials to be used must be submitted to the PMC / Employer, as and when instructed.

During inclement weather the Contractor shall suspend concreting and plastering for such time as the Employer / PMC may direct and shall protect from injury to all work in course of execution.

Should the work be suspended by reason of rain, storm, strike, lock outs or any other cause, the Contractor shall take all precautions necessary for the protection of work, and at his own expenses shall make good any damage arising from any of these causes.

The Contractor shall cover up and protect from damage of any cause, all new work and supply all temporary doors protection to windows, and any other requisite protection for the whole execution whether by himself or special tradesman of Sub-Contractor, and any damage caused must be made good by the Contractor at his own expense.

### **5.13. Examination of Work Before Covering Up**

No work shall be covered up or put out of view without the approval of the PMC / Employer and the Contractor shall accord full opportunity for PMC / Employer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to PMC / Employer whenever any such work of foundation is or are ready or about to be ready for examination and PMC / Employer shall without reasonable delay unless they consider it unnecessary and advise the Contractor accordingly, to attend for the purpose of examining and measuring such work or examining such foundation.

### **5.14. Government and Local Rules**

The Contractor shall, in all matters arising in the performance of the Contract, comply with, give all notices under, and pay all fees required by the provisions of any statute, Act, ordinance, law or bye law, of any Government or local body / authorities, all regulations of any legally constituted public authority having jurisdiction over the Works and /or any companies with whose systems the services is / are proposed to be connected. The Contractor shall obtain all permits, licenses or approvals required for any part of the work, in reasonable time taking into account the times for delivery of the Plant and Materials and time for completion of the Works.

### **5.15. Setting Out**

The Contractor shall set out the work to the satisfaction of the PMC / Employer and be responsible for the same and shall amend at his own cost and to the satisfaction of the PMC / Employer any error which may be arising through inaccurate setting out of the works to the alternative positions in the site until one is finally approved and no extra in this account will be entertained. During the process of setting out the positions of the R.C. columns are to be accurately determined and passed by the PMC /Employer before proceeding with the work.

### **5.16. Engineer**

The Contractor shall keep a full time qualified and competent Graduate Engineer approved by the PMC, assisted with adequate staff constantly on the work, who will be responsible for carrying out of the work to the true meaning of the Drawings, Specifications and Schedule of Quantities and instruction and directions given to him in writing shall be held to have been given to the Contractor officially. The PMC / Employer will have at all times access to the Workshop at site for inspection and examination of the work and materials proposed to be used.

### 5.17. **Project Supervisor**

The terms "Project Supervisor" shall mean a person appointed and paid by the PMC and acting under the orders of the PMC to inspect the works at site. The Contractor shall afford the Project Supervisor every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Project Supervisor nor any representative of the PMC shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Agreement or to sanction any day work, additions, alterations, deviations, or omissions, or extra work whatever except in so far as such authority may be specifically conferred by a written order of the PMC.

The Project Supervisor or any representative of the PMC shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the PMC is obtained. The works will from time to time be examined by the PMC, the Project Supervisor or the PMC's / Employer's representative but such examination will not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this Clause, the Contractor shall take instructions only from the PMC / Employer.

### 5.18. **Contractor to Dismiss Person from Work**

WBIDC/PMC can ask for replacement of any representative or supervisor, staff, skilled, semiskilled or unskilled worker employed by Contractor at site on following grounds;

- misconduct,
- incompetence, or negligence or unsuitability,
- conduct which is not in line with safety, health and environment policies of WBIDC

The Contractor shall remove and replace such person/persons upon receipt of notice in writing from WBIDC and shall provide a suitable replacement within reasonable time. Such persons who had been removed from the site at the request of WBIDC shall not be again re-employed or allowed on the Works without prior permission of WBIDC.

### 5.19. **Temporary Water Supply**

The Contractor shall make his own arrangements for the timely, unhindered and continuous supply of all water necessary for the work, preferably by sinking a tube-well and should satisfy himself that the water of proper quality and adequate quantity is available from the installation. The Contractor shall also provide all pumps, tackle, fittings and temporary pumping installations required and on completion of the work shall remove all temporary pumping installations and temporary appliance and make good any work hindered thereby to the satisfaction of the PMC / Employer.

The cost of all water required for curing concrete and masonry works, constructions and all other purposes whatsoever connected with this Contract shall be borne by the Contractor. Necessary water connections will have to be obtained by the Contractor directly from the local municipality / corporation/ water board at the rates and under conditions fixed by the municipality / corporation/ water board from time to time. The payment for the water charges will be made directly by the Contractor to municipality / corporation/ water board. The Contractor will be required to lay branch water pipes and provide a meter for the connection at his own cost and produce for inspection receipt for such payment made by him to the PMC / Employer.

#### **5.20. Privy**

The Contractor shall arrange for privy for the use of the work people and shall keep them clean and disinfected and remove them on completion of the work.

#### **5.21. Power**

The Contractor on behalf of the Employer shall apply for power in the name of the Employer for construction activity and will bear all charges necessary for effecting power supply at one point within the site. The Contractor will have to make payments directly, on behalf of the Employer, for power consumed by him till the handing over of the site and furnish proof of payment to the Employer. In case of failure to make payments, the Employer would make the payment and recover the same from any amounts due to the Contractor. The Contractor shall make his own arrangements for distribution system within the Site for general lighting, and operating water supply pumps only. However, being provided with sources of power does not relieve the Contractor of his responsibility for making alternative arrangements in case of failure of power supply to ensure continuity of work and security of the site. If such power (in adequate amount) cannot be made available the Contractor shall make his own arrangements.

#### **5.22. Storage of Tools And Materials And Temporary Office Shed**

The Contractor shall make his own arrangements for storage of tools, plant materials, etc, and shall erect and remove, on completion any shed which he may have erected for this purpose and for his temporary office and equipment to the satisfaction of the PMC / Employer.

#### **5.23. Clearing Away**

All rubbish and superfluous materials, either from Contractor's own work or from the work of other Agencies shall be removed from the premises as and when these accumulate, and the site/building should be left clean and perfect on completion to the satisfaction of the PMC / Employer. He shall also clear the site, before the construction of the building is started and keep sufficient clear space for working of other Contractors.

#### 5.24. **Contractor Not To Sublet**

The Contractor shall not without the written consent and approval of the Employer / PMC assign the Agreement or Sublet any portion of the work or part with the possession of the site to any person for any reason whatsoever.

#### 5.25. **Defects**

The Contractor shall make good at his own cost and to the satisfaction of Employer / PMC all defects, shrinkage, damage or other faults arising in the opinion of the Employer / PMC, out of construction, or from workmanship or materials not in accordance with the Drawings or Specifications, Schedule of Quantities, or instructions of the Employer / PMC which may appear within the "Defects Liability Period".

#### 5.26. **Defects Liability Period**

The "Defects Liability Period" shall mean a period of twelve months after virtual completion of the work or after the expiry of the next monsoon whichever is later.

#### 5.27. **Commencement Of Work**

The successful Bidder shall have mobilized resources and start the work within 14 days from the date of issue of Letter of Intent. The starting of work for the purpose of this clause will be piling/ RCC foundation works at site. Failure on the part the Contractor to commence work and/or mobilise adequate men, materials, tools and tackles at the site within the above-mentioned time, in the opinion of the PMC, shall entail the Employer to cancel the Contract and forfeit the Bid Security of the Contractor.

Work Schedule showing the broad milestones as described below and the total work has to be submitted by the selected contractor in MS Project format both in hard and soft copy

**The 5 (Five) major group of items of work i.e. milestone for the purpose of this clause are as follows: -**

- **Upto top of plinth level slab for all the buildings (this will include foundations, tie beams, earthwork, backfilling, brick work, RCC work and all other allied works required to complete top of plinth level slab of all the buildings and gate complex.**
- **Structural Work of the Buildings (this will include the columns, beams, floor slab, and all other allied works required to complete the structural works of the respective buildings up to the top most level of the building & Completion of structural works of gate complex.**
- **Handing over of all rooms requiring interior works (such as conference, guest house, food court, health centre etc. – the detailed list shall be provided with the tender drawings) complete in all respects (including electrical and associated services, floor**

and wall finishes of lift machine room, inside painting, doors & windows, cut outs, completion of lift pits including water proofing works etc.) for all buildings and for multistoried car park.

- **Finishing Work of all the Buildings (this will include all building finishes pertaining to brickwork, plastering works, floor finishes, painting works etc., sanitary & plumbing works, electrical works, water works, road works and all other works mentioned in schedule of quantities but not included in item 1 & 2 above).**
- **Full Handover of the Buildings (will include total completion along with obtaining the statutory clearances as mentioned in various clause in this document and as in the [Special Conditions of Contract](#))**

In the event the Contractor does not commence the work as herein before provided and the Employer cancels the contract, clause 5.27 shall not be applicable on such cancellation. In such eventuality WBIDC will not be required to call for fresh Bid for the unfinished works and may select contractor from the Bidders who have participated in this Bid.

#### **5.28. Extension Of Time**

Time stipulated for the execution of works, as specifications in the Contract shall be the essence of the contract. If the contractor commits default in commencing the work, as required by the work order, the PMC shall be entitled, without prejudice to any other rights or remedies by which competent authority may terminate or rescind the contract to forfeit the Security Deposit and such further amount, if any as may have been deposited or given by the contractor as Security Deposit, either in cash or by means of Bank Guarantee or in any other manner.

If the work is delayed by:

- Force Maejure
- Abnormally bad weather or
- Serious loss or damage by fire or
- Civil commotion, local commotions of workmen, strike or lockout affecting any trades employed on the work or
- Delay on the part of other contractors and tradesmen engaged by the PMC/Employer executing work not forming part of the contract or
- Non availability of drawings and/or approvals which are the responsibility of PMC/Employer or
- Any other causes which in absolute discretion of the PMC/Employer is beyond the contractor's control,

then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the PMC but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the PMC to proceed with the works.

Request for extension of time to be eligible for consideration, shall be made by the contractor in writing within 15 days of happening of the event causing delay. The contractor may also, if practicable, indicate in such request the period for extension as desired.

In any such case the Employer may give a fair and reasonable extension of time for completion of individual items or group items of work for which the different periods of completion are specified in the contract or the contract as a whole. Such extension shall be communicated to the contractor by the PMC in writing within 30 days from the date of receipt of such request.

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing the work or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub contract connected there with or delays in awarding contracts for other trades of project or in obtaining water and power connections for construction purposes or for any reasons whatsoever and the PMC/Employer shall not be liable for any such claims in respect thereof.

Time is the essence of this Contract. As stipulated, the work shall be completed in all respects within 9 months from the date of issue of letter of intent and proportionate progress based on the work schedule mutually agreed on is to be maintained all through.

If the work is delayed for any reason not attributable to the Contractor or for reasons beyond the control of the Contractor or in the course of force majeure, or due to radical changes in design & specifications (as certified by PMC/ Employer), the Contractor shall make an application to the PMC for extension of the stipulated time limit stating the reasons thereof within 15 days of such happening. The PMC shall forward such application with recommendations for consideration of the Employer who shall then accept or reject such applications and inform the Contractor accordingly.

#### **5.29. Compensation For Delay**

The total construction of the project has been divided into five milestone events and their completion dates have to be clearly outlined in the micro-schedule submitted by the contractor within 5 working days as specified in clause 5.27. If the contractor fails to complete the works and clear the site on or before the dates specified for completion of each of the milestones as mentioned in the original programme submitted by him, he shall, without prejudice to any other right or remedy of Employer/PMC on account of such breach, be liable to pay compensation as under:

a. 1% of the contract value of the items or group of items of work for which a separate period of completion is given in the contract, for every week that the whole of the work in respect of the item or group of items of work concerned remains uncompleted, by the latest date specified in the Contract subject to a maximum of 5% of the total contract value. For the purpose of this condition, the contract value shall be the value at the contract as per rates of the work actually ordered including all deviations/amendments thereto. However, if the contractor subsequently recovers and completes the following



milestone or the final milestone within the stipulated time as per clause [5.35](#) then the withheld amount will be subsequently released to the contractor.

If the contractor fails to complete all or the final milestone within the stipulated period then the withheld money subject to a maximum of 10% of the contract value will be forfeited without further notice to the contractor. The contractor shall have no right to raise any objection in such case.

b. If in the eventuality of the project or any interim milestones not being completed even after 6 weeks of the due date of completion set in the contract, WBIDC will have the right to terminate the contract and take charge and possession of the site along with all material, plant & equipment, tools & tackles, construction drawings & documents, site infrastructure created by the contractor and works done by the contractor etc. WBIDC will get all incomplete works done by other contractor(s) in such manner as WBIDC deem fit and proper. All cost and expenses incurred for executing all incomplete works complete will be deducted from the contractors pending RA bills, retention money and/or security deposits. Also recoveries as stipulated in sub-clause 5.54.2. will also be made from the pending RA bills, retention money and/or security deposits.

The Employer may deduct such sums due from any monies otherwise payable to the Contractor under this Contract.

In addition to what have been said above stipulations laid in sub clause no. 5.54.2. and 5.54.3. shall be followed by Employer/PMC and Contractor in case the contract is terminated due to reason stated here above.

### **5.30. Virtual Completion And Defects Liability Period**

- a. As soon as the works are virtually complete, the Contractor shall inform the fact to the Employer / PMC and if in the opinion of the PMC the Works are practically completed, the PMC shall forthwith issue a certificate to that effect and Virtual Completion of the Work shall be deemed for all the purpose of this Contract to have taken place on the day named in such certificate. The work shall not be considered as complete until the contractors shall have removed from the premises (in which the work shall have been executed) all scaffoldings, surplus materials & rubbish and shall clean all dirt from such works or other parts of any buildings in or upon which the work has been executed.
- b. Any defects, shrinkages or other faults which shall appear within the “Defects Liability Period”, and which are due to materials and workmanship not in accordance with this Contract shall be specified by the PMC in a “Schedule of Defects” which he shall deliver to the Contractor not later than fourteen days after the expiration of each interim site visit as specified in clause 5.30e and the said “Defects Liability Period” and within a reasonable time (which shall be specified in such instructions of the PMC) after receipt of such “Schedule of Defects” the defects, shrinkages and other faults therein specified shall be made good by the Contractor entirely at his own cost.

- c. Notwithstanding Sub-clause (b) and (e) herein, the PMC / Employer may whenever he considers it necessary to do so, issue instructions requiring any defects, shrinkages or other fault which shall appear within the “Defects Liability Period” and which is due to materials and workmanship not in accordance with this Contract to be made good and the Contractor shall within a reasonable time (which shall be specified in such instructions of the PMC / Employer) after receipt of such instructions comply with the same entirely at his own cost, provided that no such instruction shall be issued after fourteen days from the expiration of the said “Defects Liability Period”.
- d. When in the opinion of the PMC any defects, shrinkages or other faults which he may have required to be made good under Sub-clause (b), (c) and (e) herein shall have been made good he shall issue a certificate to that effect, and completion of making good such defects, shrinkages or other faults shall be deemed for all the purposes of this Contract to have taken place on the day named in such certificates.
- e. Site visit during DLP : The contractor and the PMC shall make joint site visit atleast twice during the defect liability period. During such visit the ‘schedule of defects’ made during issuance of virtual completion certificate shall be reviewed. Fresh ‘schedule of defects’ shall be prepared based on the progress made by the contractor towards rectifying such defects. Endeavour has to be made from contractor to reduce number of items in ‘schedule of defects’ in each such visit and rectifying all defects as stipulated in clause 5.30b.
- f. The above Defect Liability Period does not include the following works:
- Anti-termite treatment
  - Water proofing of Roofs
  - Water proofing of basement
- g. The Contractor shall give a guarantee for ten years for the works mentioned in paragraph (e) above as well as where called for by the Employer. The Contractor shall pass on all guarantees for equipment and installations provided by the prime manufacturers to the Employer on the expiry of the Defect Liability Period. All the guarantees will be in the name of the Employer.

#### 5.31. Method Of Measurement

Unless otherwise mentioned in the Schedule of Quantities / Technical Specifications, the measurement will be net quantities of the work produced in accordance with upto-date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed the decision of the PMC shall be final and binding.

All items having financial value shall be entered in the measurement book, level book etc. prescribed by the Employer/PMC so that a complete record is obtained of all works performed under the contract.

Measurements shall be taken jointly by PMC or its authorised representative and by the Contractor or his authorised representative. However, the measurements shall be simultaneously and continuously check measured as the work progress.

Before taking measurements of any work the PMC or its authorised representative shall give a reasonable notice to the contractor. If the contractor fails to attend or send its authorised representative for measurements after such notice or fails to countersign or to record objections within a week from the date of measurement, then in any such event, measurements taken by the PMC or its representative shall be taken to be correct measurement of work.

The contractor shall without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

Measurements shall be signed and dated by both parties on the site on completion of measurement. If the contractor objects to any of the measurements recorded on behalf of the Employer a note of that effect shall be made in the measurement book against the items objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

Where, for proper measurements of the work, it is necessary to have an initial set of levels or other measurements taken, the same as recorded in the measurement book by the PMC or its representative will be signed by the contractor who will be entitled for true copy of the same, made at his cost. Any failure on the part of the contractor to get such levels, etc. recorded before starting the work will render him liable to accept the decision of the PMC as to the basis of taking measurements.

#### **5.32. Taxes, Levies Etc.**

The prices quoted by the Contractor shall include all applicable taxes, duties, levies, royalties, cess, labour welfare cess etc. as per Acts, Rules and Statutes of the State or Central Government as on the date of submission of the Bid. No claims for extra on this account shall be entertained by the Employer.

Any further Sales Tax, Works Contract Tax, Value Added Tax and Excise Duties only, imposed due to future enactment of Government (both Central or State) within the tenure of the contract period after the date of submission of the Bid shall be reimbursed by the Employer to the extent of actual increase due to imposition of such tax on production of all necessary documents supporting such claim.

Deduction shall be made at source for income tax and Sales Tax / Value Added Tax / Income Tax, Labour Welfare Cess etc, as per Law during issue of payments and necessary certificates of such deductions shall be given to the Contractor.

### 5.33. **Payment**

The work will be paid for as 'Measured work', in accordance with Clause [5.31](#), and not as 'lump sum' contract. All items of work described in the Schedule of Quantities are to be deemed and paid in the Bid as complete work in all respects and details including preparatory and finish work involved, directly related to or reasonably deducible from the drawings, specification and schedule of quantities and no further extra will be allowed in the same connection. In the case of lump sum charges in the Bid in respect of any item of work, the payment of such item will be made for the actual work done based on this lump sum charges as will be assessed and fixed up by the Employer/PMC.

Payments will be made on a monthly basis, after receipt and checking of Contractor's bill (which should not be less than Rs 20 (twenty) Lakh each), to the Contractor based on the work executed on the Project and the bill raised. For this purpose, the Contractor must submit to the PMC his 'Running Account (RA)' bills in the proper form (format prescribed in Appendix – 6 only is acceptable) duly accompanied by detailed measurements in support, which shall be taken jointly by the Contractor and the Project Supervisor, and showing deductions for all previous payments received by him. The Contractor must also submit a detailed Progress Report, as mentioned in Clause 5.43, along with each RA Bill. On submission of the RA Bill and verification of the work progress vis-à-vis the schedule of activities referred in Clause [5.27](#), if the PMC is of the opinion that the committed project milestone(s) have been duly achieved and progress of work is satisfactory, the PMC shall forward the RA Bill to the Employer within 7 (seven) working days of receipt thereof along with a certificate regarding present progress vis-à-vis the schedule of activities referred in Clause 5.35. Upon such forwarding, the Employer shall pay the bill within 21 working days of certification of the bill by the PMC. The payment will be made subject to deduction of all taxes, security deposit upto 10% of the gross value of the bill, deductions as per clause 5.29 (if any), any sums due from the Contractor to the Employer under this Agreement and adjustments of any payments made earlier on this account.

However, if the PMC is of the opinion that the committed project milestone has not been achieved or the work-progress is not satisfactory, and the Contractor is unable to justify the delay to the proper satisfaction of the PMC / Employer, the RA Bill will be returned to the Contractor assigning the reasons and stating the stage when the payment would be made. The Contractor shall send another RA Bill on achieving that stage.

The initial security deposit of 5% will be released on virtual completion duly certified by the PMC. The other 5% (Retention Moneys) will become payable upon expiry of the "Defects Liability Period" or upon the PMC's certification of rectification of defects as per clause [5.30d](#) above, whichever is later.

No interest will be payable on the amount of the Security Deposits.

### 5.34. **Substitution**

Should the Contractor desire to substitute any materials and workmanship, he must secure the approval of the Employer/ PMC, in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "equal" or other

approved etc., shall be considered as coming under the provisions of this clause as substitutions and no such materials shall be used until specific approval of the Employer/ PMC has been secured in writing.

#### 5.35. **Time Of Completion**

Time is the essence of this contract. Time of completion shall not exceed 9 months from the date of issue of Letter of Intent.

The Contractor shall re-submit a fixed time-bound schedule of activities in MS Project format along with cash flow statement indicating the quantum of funds required every month over the construction period in the form approved by the PMC / Employer, within 5 working days from the date of issue of Letter of intent. The schedule of activities shall indicate the expected date of commencement (as per clause [5.25](#)) and completion of each of the principal stages (indicated in clause [5.27](#)) of the work. The actual progress as compared with this schedule will be reviewed periodically.

#### 5.36. **Alternatives**

The Bidders are to quote rates for various alternative items of work described in the schedule of quantities and the Employer reserves the right to substitute the items in lieu of the original items of the Bid either in part or entirely.

#### 5.37. **Labour Wages And Regulations Including Payment Of E.S.I.**

The Contractor shall be registered under the Contract Labour (Abolition and Regulation) Act, if so required, and shall pay wages to labourers engaged by him on the work as laid down in the Payment of Wages Act, Government of West Bengal. **No labour below the age of 12 years shall be employed.** The Contractor shall at his own expenses provide or arrange for provision of footwear for all labour working at site.

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with all provisions of the Central / State Acts and the Rules and Regulations framed by the Government or Local Authorities from time to time. Protection of health and sanitary arrangements for workers employed by them shall be provided by the Contractor.

The bidders are to provide for "Building and Other Construction Workers Welfare Cess" in their bid.

#### 5.38. **Idle Labour**

On no account whatsoever will claims for compensation on account of idle labour be entertained or accepted.

#### 5.39. **Escalation Of Prices**

The rates quoted shall be firm and shall remain applicable during the entire period of construction of work till completion and no escalation in rates will be permitted due to increase in prices of materials, rise in labour prices or due to any other reasons.

#### **5.40. Possession Prior To Completion**

The Employer shall have the right to take possession of or use any completed or partly completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work not completed in accordance with Contract Agreement.

#### **5.41. Indemnity & Insurance In Respect Of Damage To Persons & Property**

The Contractor shall be responsible for all injury to persons, animals or things and for all damage to the structural and/or decorative part of property which may arise from operations or neglect of himself or of any Sub-Contractor's employee, whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with carrying out of this contract. This clause shall include, inter alia, any damage to building, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges, or ways as well as all damages caused to the buildings, and the work forming the subject of this contract by frost, rain, wind or other inclemency of the weather. The Contractor shall indemnify the Employer and hold himself responsible in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under act/acts of Government or otherwise and also in respect of any award or compensation for damages consequent upon such claim.

Any damage caused to existing facilities while carrying out the work shall be made good by the contractor to PMC'S / Client's entire satisfaction at the contractor's own risk and cost. Contractor must be well aware of the foundations of existing structure to avoid fouling if any under the ground

Facilities dismantled/ damaged while executing the job shall be restored to it's original conditions with out ant extra cost to WBIDC.

The Contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract work complete and perfect in every respect and after making good or otherwise satisfying all claims for damage to the property of the third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the Public, or any third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain and shall pay the required premium regularly, until the virtual completion of the contract with any approved Insurance Company a policy of Insurance in the joint names of the Employer and Contractor against such risks and deposit such policy or policies with Employer from time to time during the currency of this contract. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statutes in force during the currency of this contract or any common law in respect of any injury to any of the Contractor's/Sub-Contractor's workmen or labour and shall at his own expense effect and maintain, until the virtual completion of the contract, with any approved

Insurance Company a Policy of Insurance in the joint names of the Employer and Contractor against such risks and deposit such policy or policies with the 'Employer' from time to time during the tenure of this Contract. The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damage to any property arising out of an incident due to the negligent or defective carrying out of this contract.

He shall also indemnify the Employer in respect of any cost, charges or expenses arising out of any claim or proceedings and also in respect of any award or compensation for damages arising there from.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sum or sums due to or to become due to the Contractor.

The Contractor shall on signing the contract insure the work and keep them insured until the virtual completion of the contract, against loss or damage by fire, earthquake, flood, theft and burglary with any approved Insurance Company in the joint names of the Employer and the Contractor for the full amount of contract and for any further sum if called upon to do so by the Employer/ PMC, the premium of such further sum being allowed to the Contractor as an authorised extra. Such policy shall cover the property of the Employer within 14 days from the date of signing of this contract unless otherwise instructed by the Employer/ PMC. In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premium paid from any money due or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office should they elect to do so, proceed with all due diligence for completion of works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The Contractor in case of rebuilding or reinstatement after fire, earthquake and / or flood, shall be entitled to such extension of time for completion as the Employer may deem fit.

#### **5.42. Arbitration**

All disputes and differences of any kind whatsoever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the PMC who shall state his decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the PMC shall be final and binding on all parties; but if either the Employer or the Contractor be dissatisfied with the decision of the PMC on any matter, question or dispute of any kind, then either party may within 14 days after receiving notice of such decision, give a written notice to the other party, through the PMC requiring that such matters in dispute be Arbitrated upon. Such written notice shall specify the matters, which are in dispute and such dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitration, by a single arbitrator or by a panel of arbitrators as follows:

- First such matter shall be referred to *ACS/Principal Secretary, Department of Commerce & Industries, Government of West Bengal*. If the parties wish to appeal the decision of the ACS/Principal Secretary, then
- Such matters shall be referred to the adjudication of three arbitrators having jurisdiction in Kolkata, one to be nominated by the Employer and the other to be nominated by the Contractor and the third Arbitrator shall be appointed by the two appointed arbitrators before proceeding with arbitration, and the award of the arbitrators shall be final and binding on the parties and the provisions of the Arbitration and Conciliation Act, 1996 of India and of the rules there under and any statutory modification thereon shall be deemed to apply to and be incorporated in this Contract.

Upon any and every such reference the assessment of the costs incidental to the references and award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be. Services under this Agreement shall notwithstanding the existence of any such dispute, question or controversy continue during the arbitration proceedings and no payment due or payable by the Employer to the Contractor shall be withheld on account of such proceedings unless such payments are the direct subject of the Arbitration.

The award of the single arbitrator or a panel of arbitrators shall be final and binding on all the parties. The arbitration shall be in English. The seat of arbitration shall be Kolkata. Costs to be decided by the arbitral panel.

The terms of the remuneration for the arbitrator / each of the members of the arbitral panel shall be mutually agreed upon by the Employer and the Contractor. Each party shall be responsible for paying one-half of this remuneration.

#### **5.43. Progress Report**

The Contractor will be required to submit monthly Progress Reports along with every Running Account Bill, and also as and when called for by the Employer / PMC, clearly showing the achievement of project milestones and progress of work vis-à-vis the Schedule of Activities submitted by the Contractor vide clause 5.35. The Reports must also explain the reasons for variances, if any, between the Schedule of Activities and the actual work progress. The Progress Reports would be as per format to be approved by the Employer/ PMC in respect of work, labour, materials and other such aspects as demanded by the Employer/ PMC.

#### **5.44. Maintenance Of Instruction Book**

The contractor at site will maintain the instruction book serially numbered having the original and two copies of each page so that our visiting officers /site in charge can issue instructions regarding progress, quality, quantity of work and other relevant instruction to the contractor.



#### **5.45. Payment On Completion Certificate**

When PMC has granted a certificate or certificates of completion for the whole of the work and when Employer/ PMC has ascertained (excluding in so doing unsettled or disputed claims of the Contractor) the estimated final sum (that is to say the estimated gross payment for the completion of the whole of the work) due to the Contractor, Employer/ PMC shall after allowing for the amount of all previous certificates and after determining and allowing for any sum due to the Employer from the Contractor in accordance with the provisions of the Contract to the Employer, certify as payable to the Contractor such a sum out of the balance so calculated as remaining due to the Contractor such as will leave to be retained by the Employer a sum equal to one half of the retention money and Employer will on such certificate pay the amount so certified to the Contractor retaining as aforesaid a sum equal to one half of the retention money.

Provided that in the event of different maintenance period having become applicable to different parts of the work the expression "Expiration of period of maintenance" shall for the purpose of this sub-clause be deemed to mean the expiration of the latest of such certificate as has been delivered to the Employer.

#### **5.46. Time Of Payment**

Payment upon certification of each bill(s) shall be made by the Employer within the specified time in Clause [5.33](#) after such bill(s) certified for payment by PMC has been delivered to the Employer.

#### **5.47. Correction & With-Holding Of Certificates**

Employer/ PMC may (by any certificate) make any correction or modification in any previous certificate which have been issued and shall have power to withhold approval of any certificate if the work or any part thereof are not being carried out to satisfaction.

All payments to be made to the Contractor under the contract shall unless otherwise agreed be made as per provisions in the conditions herein.

#### **5.48. Approval Only By Maintenance Certificate**

No certificate other than the Maintenance Certificate referred to in Clause 5.49 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contractor or the accuracy of any claim or demand made by the Contractor, or of any additional or varied work having been ordered by the Employer/ PMC nor shall any other certificate conclude or prejudice any of the powers of the Employer/ PMC.

#### 5.49. **Maintenance Certificate**

- a) The contract shall not be considered as complete until a Maintenance Certificate has been signed by the PMC and delivered to the Employer stating that the work has been completed and maintained to their satisfaction. The maintenance certificate shall be given by the Employer/ PMC upon the expiration of the Defect Liability Period or as soon thereafter as any work rendered during such period shall have been completed to the satisfaction of the Employer/ PMC and full effect shall be given to this clause notwithstanding any previous entry on the work or the taking working possession or using thereof or any part thereof by the Employer.

#### b) **Cessation Of Employer's Liability**

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with Contract or the execution of the work unless the Contractor shall have made a claim in writing in respect thereof before giving of the Maintenance Certificate under this Clause.

#### c) **Unfulfilled Obligations**

Notwithstanding the issue of the Maintenance Certificate, the Contractor and (subject to sub-clause (b) above), the Employer shall remain liable for fulfillment of any obligations incurred under the provisions of the Contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purpose of determining the nature and extent of any such obligations, the Contract shall be deemed to remain in force between the parties hereto.

#### 5.50. **Urgent Repairs**

If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the execution of the work or during the period of maintenance any remedial work or repair shall in the opinion of the Employer/ PMC be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair. If the work or repair so done by the Employer, which in the opinion of the PMC, the Contractor was liable to do at his own expenses under the contract, all costs and charges properly incurred by the Employer in doing so shall on demand be paid by the Contractor to the Employer or be deducted by the Employer from any money due or which may become due to the Contractor, provided always that PMC shall soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractors thereof in writing.

#### **5.51. Bribes, Commissions, Corrupt Gifts**

Any bribe, commission, gift or advantage given or offered by or on behalf of the Contractor or his partner, agent or servant, representative or agent to the Employer or to any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with Employer shall in addition to any criminal liability which he may incur, cancel this and all other contracts with the Employer and Contractor shall be thoroughly exposed to the payment of any loss or damages resulting from any such cancellation.

#### **5.52. Photographs Of Work**

Contractor shall arrange at his entire cost and responsibility to maintain a progress record of work by taking photographs minimum of 4 Nos. per month as directed by the Employer/ PMC during the construction stages and after completion, and shall supply to the Employer two sets of such photographs taken, and at no extra cost. The size of such photographs shall not be less than postcard size.

#### **5.53. Force Majeure**

##### **5.53.1. Force Majeure Event**

Force Majeure is an occurrence beyond the control of and without the fault or negligence of the Parties and which the Parties are unable to prevent or provide against by the exercise of reasonable diligence including acts of God; war whether declared or undeclared, rebellion, civil disturbances, terrorism, epidemics, strikes sabotage and riots not directly or indirectly attributable to the Contractor or The Employer, fires, explosions, earthquakes, flood and other similar occurrences.

Events attributed to and within the control of the Contractor's staff and / or labor or sub-contractors shall be deemed events within the control of the Contractor.

No delay or failure in performance by either Party shall constitute default or give rise to any claim for damages to the extent that such delay or failure is directly caused by the occurrence of a Force Majeure event.

##### **5.53.2. Effect of Force Majeure: Duty to Report**

The Affected Party shall notify the other party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable.

Any notice pursuant to this sub-clause shall include full particulars of:

- The nature and extent of each Force Majeure Event;
- The estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Contract;
- The measures which the Affected Party is taking, or proposes to take, to alleviate the impact of such Force Majeure Event; and
- Any other information relevant to the Affected Party's claim.

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of the occurrence of the Force Majeure event.

For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the PMC with weekly written reports containing information as required by this sub-clause and such other information as the PMC may reasonably request the Affected Party to provide.

#### 5.53.3. Excuse from performance of obligations

If the affected party is, wholly or partially, unable to perform its obligations under this agreement because of a Force Majeure event as informed or agreed to by the other party, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure event provided that;

- The suspension of performance shall be of no longer duration than the duration of the Force Majeure Event
- The affected party shall make all reasonable efforts to mitigate or limit damage to the other party arising out of or as result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- When the affected party is able to resume performance of its obligations under the Contract Agreement, it shall give to other party written notice to that effect and shall promptly resume performance of its obligations hereunder

If the employer deems necessary, the employer may determine and inform the other party whether:

- Any extension of contract time would be given and / or
- Any change in the contract price along with the payment schedule

#### 5.53.4. No Liability

Each Party shall be liable for its own costs, losses, damages, expenses, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Clause.

#### 5.53.5. Force Majeure Event & Termination

If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a continuous period of 10 days, the Parties shall enter into bona fide discussions with a view of alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable. If the execution of substantially all the Works in progress is prevented for a continuous period of 30 days by reason of Force Majeure of which notice has been given, or for multiple periods which total more than 45 days due to the same total notified Force Majeure, then either party may give the other party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given and the Contractor shall cease to work & remove temporary work & contractor's equipment from the site notwithstanding the pendency of any negotiation or discussions between the Parties in this respect. The Employer shall pay the Contractor an amount calculated by the PMC considering the value of the work done:

- (a) The amounts payable for any work carried out under the terms of the Contract
- (b) Cost of plant and materials ordered for the works which have been delivered to the Contractor or of which The Contractor is liable to accept delivery

#### 5.54. **Event Of Default & Termination**

##### 5.54.1. **Default Of The Contractor**

Any of the following events shall constitute an event of default by the Contractor unless such event has occurred as a result of default by the Employer or a Force Majeure Event:

- (a) If the Contractor fails to carry out any of his obligations or if the Contractor is not executing the Works in accordance with the Contract
- (b) If the Contractor abandons or repudiates the Contract

- (c) The Contractor consistently fails to achieve the committed construction milestones
- (d) The Contractor leaves the Project mid-way
- (e) The Contractor fails to proceed with the Works as per stipulations of the contract (Commencement, delay and suspension)
- (f) The Contractor fails to obtain approvals for the Project due to which it cannot commence construction
- (g) The Contractor abandons the Work or otherwise plainly demonstrates the intention not to continue performance of his obligation under the Contract
- (h) The Contractor fails to achieve project completion within 12 weeks from the Time of Completion.
- (i) Any representation made or warranties given by t.he Contractor under the Contract are found to be false or misleading.
- (j) The Contractor creates any Encumbrance on the Project Site / Project Facility in favour of any third party.
- (k) The Contractor initiates any procedure for it's bankruptcy.
- (l) A resolution is passed by the shareholders of the Contractor for the voluntary winding up of The Contractor.
- (m) Receiver is appointed on the assets of the Contractor
- (n) Any petition for winding up of the Contractor is admitted by a court of competent jurisdiction or the Contractor is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of The Contractor is transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity, in the opinion of the Employer, has the desired capability to pursue the project and has unconditionally assumed the obligations of the Contractor under this Contract.
- (o) The Contractor delegates the entire work to one or more Sub-contractors or assigns the contract.

- (p) The Contractor repudiates this Contract or otherwise evidences an intention not to be bound by this Contract.
- (q) The Contractor suffers an attachment being levied on any of its assets causing a Material Adverse Affect on the Project and such attachment continues for a period exceeding 15 days.
- (r) The Contractor fails to provide initial security deposit as per sub clause [3.18](#)
- (s) Failure of the Contractor to perform as per clause [3.28](#)
- (t) The Contractor delays the project or any interim milestone for period as specified in clause [5.27](#)
- (u) Failure of the Contractor to reimburse the Employer, the insurance premium paid on behalf of the Contractor, due to the failure of the Contractor to make timely payments
- (v) The Contractor gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value as an inducement or reward
- (w) The Contractor is otherwise in Material Breach of this Contract.
- (x) Any lender to the Contractor recalls any financial assistance granted by it to the Contractor or upon the Contractor being declared financially sick under any applicable law.
- (y) Bankruptcy Of Contractor: In the event of the contractor becoming bankrupt or making a composition and arrangement with his creditors or being a company having a winding up order made or (except for purpose of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly approved or possession taken by on or behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the contractor under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if the Employer and the Contractor, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.

#### 5.54.2. Steps To Be Followed Subsequent To Default Of Contractor

- (a) The PMC shall issue a Notice to the Contractor informing them about the default and requesting them to cure the default within 7 (Seven) days.
- (b) If the default is not cured within 7 (Seven) days of the Notice, The Employer shall be entitled to invoke the Performance Security without notice in this regard to the Contractor
- (c) On the expiry of the 14 (Fourteen) days from date of issuance of notice as said in Clause (a) above the Contractor's employment under the Contract would be considered to be terminated and the Contractor shall be expelled from the Site.
- (d) The Contractor shall then deliver all Construction Documents to the PMC. The Contractor shall not be released from any of his obligations or liabilities under the contract. The rights and authorities conferred on the Employer by the Contract shall not be affected.
- (e) The Employer may upon such termination complete the Works himself and / or through some other Contractor. The Employer / other Contractor may use for such completion so much of the Construction Documents, other design documents made by the Contractor, Contractor's Equipment, temporary works, plant and materials as he may think prudent.

#### 5.54.3. Valuation At Date Of Termination

The Contractor shall, as soon as possible and not exceeding 14 days from the date of such termination as per Sub-clause 5.54.2 determine and inform the Employer of the value of the plant, materials, equipment, temporary works etc and all sums due to the Contractor or receivable from the Contractor as on the date of Termination. On submission of such claim by the contractor to the Employer, the same would be Checked and certified by the PMC and forwarded to the Employer.



#### 5.54.4. Payment After Termination:

The Employer shall be entitled to recover from The Contractor the extra costs, if any, for completing the works before allowing for any sum due to the Contractor under Sub-clause 5.52.3 above. The costs shall also include the cost of re-tendering and the loss of revenue of The Employer / loss of interest by the entrepreneurs who would be end user's for the facility.

5.54.5. In the event of termination under stipulations of clause 5.27 the deductions as stipulated in the clause will be made by the employer in addition to recoveries mentioned in the paragraph above.

#### 5.54.6. **Default Of Employer**

Any of the following events shall constitute an event of default by the Employer unless such event has occurred as a result of default by the Contractor or a Force Majeure Event:

- (a) The Employer fails to provide and indicate the site within 30 days of the signing of the Contract.
- (b) The Employer is in breach with this Contract.
- (c) Any representation made or warranties given by the Employer under this Contract is found to be false or misleading.
- (d) The Employer fails to pay the Contractor under any R.A. Bill approved by the PMC within 45 days after the expiry of the time stated in various sub-clauses in this Contract within which payment is to be made without assigning any reason.

#### 5.54.7. Steps To Be Followed Subsequent To Default Of The Employer

- (a) The Contractor shall issue a Notice to the Employer informing them about the default and requesting them to cure the default within 14 days.
- (b) If the default is not cured within 14 (fourteen) days of the Notice both the Parties shall meet to work out an amicable solution in order to continue with the Project.

- (c) Even within the notice period the Parties should take earnest interest to work out an amicable solution in order to continue the Project.
- (d) The Contractor may terminate his employment under the Contract by giving a 14 days Termination Notice with a copy marked to The PMC.

5.54.8. Cessation Of Work After Termination Of The Contract In The Manner Set Out Above, The Contractor Shall:

- (a) Cease all further work, except for such work as may be necessary and instructed by the Employer for the purpose of making safe or protecting those parts of works, already executed
- (b) Hand over the Construction Documents, plant and materials for which the Contractor has received payment
- (c) Hand over those parts of the Work executed by the Contractor until the date of termination
- (d) Remove all Contractor's equipment from the site and repatriate all his staff and labor

5.54.9. Payment After Termination:

Upon termination of the Contract under Clause 5.55.1 the Employer shall not be liable to pay to the Contractor any money due under the contract until the completion of Works mentioned and thereafter until the costs of completion and Maintenance, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained (hereinafter referred to as recoverable amount). The Employer shall pay the Contractor an amount calculated by the PMC considering the value of the work done and consisting of:

- (a) The amounts payable for any work carried out under the terms of the Contract
  - (b) Cost of plant and materials ordered for the works which have been delivered to The Contractor or of which The Contractor is legally liable to accept delivery
- Less any recoverable amounts determined as above.

#### 5.55. Contractor's Entitlement To Suspend Work:

Notwithstanding anything contained hereinabove, if the Contractor suspends work or reduces the rate of work anytime during the Contract period and the Employer subsequently pays to the Contractor till the commencement of such suspension or reduction in the rate of Work the amount due, the Contractor shall not be entitled to any further payment under Sub-clause 5.53.4 upon the termination of Contract due to such suspension and reduction in the rate of work. In case of such suspension or reduction in the rate of work and unless the notice of termination has already been given, the Contractor shall resume normal working as soon as reasonably possible.

If the Contractor suffers delay and / or incurs cost as a result of suspending work or reducing the rate of work in accordance with this clause, The Contractor shall give notice to the PMC. After receipt of such notice, the PMC, on behalf of the Employer shall proceed to determine whether:

- (a) Any extension of time to be given to The Contractor
- (b) Any amount of cost that shall be added or deducted to the Contract Price

The PMC shall notify The Contractor accordingly.

#### 5.56. **Claims, Notices, Jurisdiction**

##### 5.56.1. Claims

If the Contractor intends to claim any additional payment and / or any extension of time under any Clause of these Conditions or otherwise, the Contractor shall give notice to the Employer through the PMC as soon as possible and in any event within 14 days of the start of the event giving rise to the claim. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim. On receipt of the notice the PMC, on behalf of the Employer shall inspect such records and accordingly the Employer shall inform the Contractor about its decision. In the event the Contractor fails to give notice of a claim within such period of 14 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment and the Employer shall be discharged from all liability in connection with the claim.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim. He shall permit the PMC, acting on behalf of the Employer to inspect all such records and shall submit the same (if asked for) to the PMC.

The PMC shall give due consideration to the Claim and determine

- (a) The extension (if any) of the Time of Completion and / or
- (b) The additional payment (if any) to which the Contractor is entitled under the Contract

The PMC will inform the Contractor accordingly.

#### 5.56.2. Notices

All the notices, correspondences and communications under this Contract to be served and / or made by the Contractor upon the Employer shall be served and / or made through PMC and upon all such notices and communications so to be served and or made upon PMC shall be treated and construed as served upon the Employer.

All the notices, correspondences and communications under this Contract to be served and / or made by the Employer upon the Contractor shall be served and / or made through PMC and upon all such notices and communications so to be served and or made through PMC shall be treated and construed as served upon the Contractor.

#### 5.56.3. **Jurisdiction**

Any suit(s) or actions(s) arising from this Contract shall be settled within the jurisdiction of Calcutta High Court.

#### 5.57. Safety Code, Contractor's Labour Regulation & Model Rules

As provided with this Bid in Section 7, 8 & 9

## **Section 6**

### **6. Special Conditions Of Contract**

#### **6.1 SANITARY & PLUMBING WORKS**

1. The contractor must employ specialized and skilled labour for all Sanitary & Plumbing Works.
2. Works shall be supervised by a plumber licensed / registered with the Kolkata Municipal Corporation for carrying out such works within the scope of this contract.
3. The licensed plumber will have to obtain necessary permission from Kolkata Municipal Corporation for obtaining connection for fresh water from authority's mains and for making connection to waste/storm water lines of the authority as per approved drawings. Necessary statutory fees and charges for the same will be paid for by the Employer on approval by the PMC.

#### **6.2 ELECTRICAL INSTALLATIONS**

All electrical works shall be carried out under supervision of an adequately qualified electrical supervisor duly licensed by the Chief Inspector of Electricity, Government of West Bengal. A photocopy of the valid license shall be submitted with the Bid and available for verification if required.

The licensed supervisor shall be available at site at all hours when the electrical works are in progress.

It will be the responsibilities of the contractor to prepare detailed drawings of all installed equipment and fabrications and after checking by the PMC obtain approval of concerned authority (if required) before fabrication. The Employer shall in no way be responsible for any fabrication work done prior to such approval and modifications if any shall be at the contractor's cost and liability.

The contractor after due checking by the PMC shall obtain approval of The Chief Inspector of Electricity for installation of the substation (if required).

The contractor shall handover to WBSEDCL through the PMC all installations that will be operated by and property of WBSEDCL. Any modification that may be required at this stage shall be carried out by the contractor.

The forms appended to the Technical Specifications shall be duly filled in and handed over to the PMC along with all as-built drawings, guarantees, operation manuals and approvals on completion of the work.

### 6.3 FIRE DETECTION, ALARM, SPRINKLER, RISER AND HYDRANT SYSTEMS.

The work shall be carried out as per recommendations of WBFS by a contractor duly licensed to carry out such works.

The contractor shall obtain approval of the PMC for the pipeline diagrams, pumps and all fittings and fixtures before installation of the same.

Samples of detectors, sprinklers shall be provided to the PMC for approval.

Line diagrams for detection and alarm systems and details of fabrication of the alarm panels shall be submitted for approval by PMC.

On completion of the works after due checking by the PMC the contractor shall process application and obtain the no-objection certificate from WBFS for occupation of the building after organizing inspection WBFS of the installation.

The Contractor will be wholly and solely be responsible for obtaining the final NoC from WBFS and will make any changes as required in the "FIRE DETECTION, ALARM, SPRINKLER, RISER AND HYDRANT SYSTEMS" suggested by WBFS.

### 6.4 HORTICULTURAL WORKS

All horticultural works shall be carried out under supervision of an adequately qualified and experienced horticulturist. Name qualification and experience of the person shall be submitted with the Bid.

All plants, saplings, seeds, grass tufts etc shall be obtained from an established nursery. The contractor shall provide the name and address of the nursery with the Bid and on completion of the works provide certificates from where supplies are obtained.

### 6.6 CONSTRUCTION POWER FOR INSTALLATION OF ELEVATOR

The contractor on instruction of Employer/PMC will arrange for construction power to agency installing elevator within 3 days of receipt of such instruction in writing. The contractor shall arrange for sub-metering arrangement for the same. Cost of power consumed will be paid as per actual to contractor by employer. The contractor will also make arrangement for backup power and the same will have to be sub-metered and cost of energy consumed will be reimbursed as per actual by the employer. All the sub-metering arrangements will have to be approved by PMC and the meters will be placed under lock and key will remain with authorized representative of the PMC. Reading of such energy meters will be read at an interval of 25 days and the same has to be recorded in a log book in format approved by PMC. Each and every reading read will have to be signed by representative of the contractor, representative of the elevator vendor and authorized

representative of the PMC. The claim for reimbursement will have to be forwarded within 5 days to office of PMC after reading of meter.

The rate and unit for normal power will be as charged by WBSEDCL Ltd. or distribution agency providing construction power plus 2 % on account of over head and administrative expenses.

The rate for backup power will be cost of fuel consumed as per actual plus 5% on account of over head and administrative charges.

## Section 7

### 7 SAFETY CODE

- 7.1 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1(1/4 horizontal and 1 vertical).
- 7.2 Scaffolding of staging more than 3.6m(12ft) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced or otherwise secured at least 90cm (3 ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 7.3 Working platforms, gangways and staircases should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
- 7.4 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90cm(3 ft).
- 7.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29cm (11<sup>1/2</sup>"") for ladder upto & including 3m (10 ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing & lights to protect the public from accident & shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damages & cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
- 7.6 Excavation and Trenching – All trenches 1.2m (4ft) or more in depth, shall ay all times be supplied with at least one ladder for each 30m (100ft) in length or fraction thereof



ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7.7 Demolition – Before any demolition work is commenced & also during the progress of the work,

i) All roads & open areas adjacent to the work site shall either be closed or suitably protected.

ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charges.

iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

7.8 All necessary personal safety equipment as considered adequate by the Employer/Consultant should be kept available for the use of the person employed on the site & maintained in a condition suitable for immediate use & the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

i) Workers employed on mixing asphaltic materials, cement & lime mortars shall be provided with protective footwear & protective goggles.

ii) Those engaged in white washing & mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

iii) Those engaged in welding works shall be provided with welder's protective eye-shields.

iv) Stone breaker shall be provided with protective goggles & protective clothing & seated at sufficiently safe intervals.

v) When workers are employed in sewers & manholes, which are in active use, the contractors shall ensure that the manhole covers are opened & ventilated at lease for an hour before the workers are allowed to get into the manholes, & the manholes so opened shall be cordoned off with suitable railing & provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure is adhered to:

- a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
- b) At least 5 to 6 manholes upstream & downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases & gives indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The sludge obtained on account of cleaning of blocked manholes & sewer lines should be immediately removed to avoid accidents on account of slippery nature of the sludge.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Employer may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof & of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening & on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

m) The workers shall be provided with Gumboots or non sparking shoes bump helmets & gloves non sparking tools safety lights & gas masks & portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole walls.

o) If a man has received a physical injury, he should be brought out of the sewer immediately & adequate medical aid should be provided to him.

p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Employer/Consultant regarding the steps to be taken in this regard in an individual case will be final.

vi)The Contractor shall not employ men & women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:

a) No paint containing lead products shall be used except in the form of paste or ready -made paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed & scrapped.

c) Overalls shall be supplied by the contractors to the workmen & adequate facilities shall be provided to enable the working painters to wash during & on the cessation of work.

7.9 The contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down & scrapping.

iv) Adequate facilities shall be provided to enable working painters to wash during & on cessation of work.

v) Overall shall be worn by working painters during the whole of working period.

vi) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.

vii) Cases of lead poisoning & suspected lead poisoning shall be notified & shall be subsequently verified by medical man appointed by the Employer/Consultant.

viii) The Employer may require, when necessary medical examination of workers.

ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

7.10 When the work is done near any place where there is risk of drowning, all necessary equipments should be provided & kept ready for use & all necessary steps taken for prompt rescue of any person in danger & adequate provision, should be made prompt first aid treatment of all injuries likely to be obtained during the course of the work.

7.11 Use of hoisting machines & tackle including their attachments, anchorage & supports shall conform to the following standards or conditions:

i) a) These shall be of good mechanical construction, sound materials & adequate strength & free from patent defects & shall be kept repaired & in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality & adequate strength, & free from patent defects.

ii) Every crane driver or hoisting appliance operator, shall be properly qualified & no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.

iii) In case of every hoisting machine & of every chain ring hook, shackle swivel & pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine & all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load & the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Employer/Consultant whenever he brings

any machinery to site of work and get it verified by the Electrical Engineer concerned.

- 7.12 Motors, gearing, transmission, electric wiring & other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting, appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves & boots as may be necessary should be provided. The worker should not wear any rings, watches & carry keys or other materials which are good conductors of electricity.
- 7.13 All scaffolds, ladders & other safety devices mentioned or described herein shall be maintained in safe condition & no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 7.14 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible of compliance of the safety code shall be named therein by the contractor.
- 7.15 To ensure effective enforcement of the rules & regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Employer/Consultant or their representatives.
- 7.16 Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

## Section 8

### 8. CONTRACTOR'S LABOUR REGULATIONS

#### 8.1 SHORT TITLE

These regulations may be called Contractors Labour Regulations.

#### 8.2 DEFINATIONS

i) Workman means any person employed by contractor directly or indirectly through a sub-contractor to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:

- a) Who is employed mainly in a managerial or administrative capacity: or
- b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
- c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers & the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control & management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

ii) Fair Wages means wages whether for time or piece work fixed & notified under the provisions of the Minimum Wages Act from time to time.

iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work & includes a sub-contractor.

iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

8.3 i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday , in accordance with provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Governor under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Employer/Consultant to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday & pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

#### 8.4 DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display & correctly maintain & continue to display & correctly maintain in a clear & legible condition in conspicuous places on the work, notices in English & in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages & other relevant information.

#### 8.5 PAYMENT OF WAGES.

i) The contractor shall fix wage periods in respect of which wages shall be payable.

ii) No wage period shall exceed one month.

iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day & in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

v) All payment of wages shall be made on a working day at the work premises & during the working time & on a date notified in advance & in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

vii) All wages shall be paid in current coin or currency or in both.

viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

ix) A notice showing the wages period & the place & time of disbursement of wages shall be displayed at the place of work & a copy sent by the contractor to the Employer under acknowledgement.

x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representative of the Employer who will be required to be present at the place & time of disbursement of wages by the contractor to workmen.

xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Employer as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:

"Certified that the amount shown in column No ..... has been paid to the workman concerned in my presence on .....at ....."

#### 8.6 FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

i) The wages of a worker shall be paid to him without any deduction of any kind except the following:

a) Fines

b) Deductions for absence from duty i.e from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.



c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

e) Any other deduction, which the Central Government may from to time allow.

ii) No fines should be imposed on any worker save in respect of such acts & omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: An approved list of Acts & Omissions for which fines can be imposed may be obtained from Labour Commission.

iii) No fine shall be imposed on a worker & no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

iv) The total amount of fine which may be imposed in any wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 8.7 LABOUR RECORDS.

i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R & A) Central Rules 1971.

ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R & A) Central Rules 1971.

iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under Contract in Form XVII of the CL (R & A) Central Rules 1971

iv) Register of accident: The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

a) Full particulars of the labourers who met with accident.

- b) Rate of wages.
- c) Sex
- d) Age
- e) Nature of accident & cause of accident.
- f) Time & date of accident.
- g) Date & time when admitted in Hospital.
- h) Date of discharge from the Hospital.
- i) Period of treatment & result of treatment.
- j) Percentage of loss of earning capacity & disability as assessed by Medical Officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R & A) Rules 1971

The contractor shall display in a good condition & in a conspicuous place of work the approved list of acts & omissions for which fines can be imposed.

vi) The contractor shall maintain a Register of Deductions for damage or loss in Form XX of the CL (R & A) Rules 1971

vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R & A) Rules 1971

viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R & A) Rules 1971

#### 8.8 ATTENDANCE CARD-CUM-WAGE SLIP

i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him.

ii) The card shall be valid for each wage period.

iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

iv) The card shall remain in possession of the worker during the wage period under reference.

v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

#### 8.9 EMPLOYMENT CARD.

The contractor shall issue an Employment Card in Form XIV of the CL (R & A) Central Rules 1971 to each worker within three days of the employment of the worker.

#### 8.10 SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R & A) Central Rules 1971.

#### 8.11 PRESERVATION OF LABOUR RECORDS.

All records required to be maintained under Regulations Nos 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Employer or Labour Officer.

#### 8.12 POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Employer indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to

labourers will be made by the Engineer after the Employer has given his decision on such appeal.

i) The Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Employer as the case may be.

#### 8.13 APPEAL AGAINST THE DECISION OF LABOUR OFFICER.

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Employer within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

#### 8.14 PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER.

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:

- a) An officer of a registered trade union of which he is a member.
- b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
- c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker in employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:

- a) An officer of an association of employers of which he is a member.
- b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated
- c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

#### **8.15 INSPECTION OF BOOKS AND SLIPS.**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

#### **8.16 SUBMISSIONS OF RETURNS.**

The contractor shall submit periodical returns as may be specified from time to time.

#### **8.17 AMENDMENTS.**

The Central Government may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the Employer shall be final.

**(Note: Necessary Formats in which records are to be maintained and returns to be submitted shall be provided by the Employer)**

## **Section 9**

### **9 MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS.**

#### **9.1 APPLICATION**

These rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

#### **9.2 DEFINATION**

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

#### **9.3 FIRST-AID FACILITIES**

i) At every work place there shall be provided & maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on which black ground & shall contain the following equipment:

a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipments:

1. 6 small sterilized dressing.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1(30ml) bottle containing a two percent alcoholic solution of iodine.
6. 1(30ml) bottle containing salvolatile having the dose & mode of administration indicated on the label.
7. 1 snakebite lancet.

8. 1(30gms) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service & Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution

b) For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipments:

1. 12 small sterilized dressing.
2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.
4. (15 gms) packets sterilized cotton wool.
5. 1(60ml) bottle containing a two percent alcoholic solution of iodine.
6. 1(60ml) bottle containing salvolatile having the dose & mode of administration indicated on the label.
7. 1 roll of adhesive plaster.
8. 1 snakebite lancet.
9. 1(30gms) bottle of potassium permanganate crystals.
10. 1 pair scissors.
11. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service & Labour Institutes/ Government of India.
12. A bottle containing 100 tablets (each of 5 gms) of aspirin.
13. Ointment for burns.

14. A bottle of suitable surgical antiseptic solution

iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The First-aid box, shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

vi) A person in charge of the First-aid box, shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

vii) In work places where the number of contract labour employed is 500 or more & hospital facilities are not available within easy distance from the works. First-aid posts shall be established & run by a trained compounder. The compounder shall be on duty & shall be on duty & shall be available at all hours when the workers are at work.

viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

#### **9.4 DRINKING WATER**

i) In every work place, there shall be provided & maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

iii) Every water supply or storage shall be a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in & be provided with a trap door which shall be dust & waterproof.

iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked & opened only for cleaning or inspection which shall be done at least once a month.



## **9.5 WASHING FACILITIES**

- i) In every work place adequate & suitable facilities for washing shall be provided & maintained for the use of contract labour employed therein.
- ii) Separate & adequate cleaning facilities shall be provided for the use of male & female workers.
- iii) Such facilities shall be conveniently accessible & shall be kept in clean & hygienic condition.

## **9.6 LATRINES AND URINALS.**

- i) Latrines shall be provided in every work place on the following scale namely:
  - a) Where female are employed there shall be at least one latrine for every 25 females.
  - b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up in the first 100, & one for every 50 thereafter.

- ii) Every latrine shall be under cover & so partitioned off as to secure privacy, & shall have a proper door & fastenings.

iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials & shall be cement washed inside & outside at least once a year. Latrines shall not be of a standard lower than borehole system.

- iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine & urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.

b) The notice shall also bear the figure of a man or of a woman, as the case may be.

v) There shall be at least one urinal for male workers up to 50 & one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 & or for every 100 or part thereafter.

- vi) a) The latrines & urinals shall be adequately lighted & shall be maintained in a clean & sanitary condition at all times.
- b) Latrines & urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines & urinals.
- viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose & covering it with a 15cm layer of waste or refuse & then covering it with a layer of earth for a fortnight.(when it will turn to manure).
- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Employer/Consultant to effect proper disposal of night soil & other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Local Authority for execution of such on his behalf.

#### **9.7 PROVISION OF SHELTER DURING REST.**

At every place there shall be provided, free of cost, four suitable sheds, two for meals & the other two for rest separately for the use of men & women labour. The height of each shelter shall not be less than 3 metres (10ft) from the floor level to the lowest part of the roof. These shall be kept clean & the space provided shall be on the basis of 0.6sq.m (6ft) per head.

Provided that the Employer may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

#### **9.8 CRECHES**

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a playroom for the children & the other as their bedroom.
- ii) The rooms shall be provided with suitable & sufficient openings for light & ventilation. There shall be adequate provision of sweepers to keep the places clean.

- iii) The contractor shall supply adequate number of toys & games in the play room & sufficient number of cots & beddings in the bed room.
- iv) The contractor shall provide one ayaal to look after the children in the crèche when the number of women workers does not exceed 50 & two when the number of women workers exceed 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants & mothers of the children.

#### **9.9 CANTEENS.**

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months & where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry & washing places separately for workers & utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth & impervious materials & inside walls shall be lime washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

- vi) The premises of the canteen shall be maintained in a clean & sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains & shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection & disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter & any furniture except tables & chairs shall not be less than one square meter (10 sft) per dinner to be accommodated as prescribed in sub-Rule 9.
- xi)a) A portion of the dining hall & service counter shall be partitioned off & reserved for women workers in proportion to their number.
- b) Washing places for women shall be separate & screened to secure privacy.

- xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii)a) 1) There shall be provided & maintained sufficient utensils crockery, furniture & any other equipments necessary for the efficient running of the canteen.  
2) The furniture utensils & other equipment shall be maintained in a clean & hygienic condition.
- b) 1) Suitable clean clothes for the employees serving in the canteen shall be provided & maintained.  
2) A service counter, if provided, shall have top of smooth & impervious material.  
3) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils & equipments.
- xiv) The food stuffs & other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages & any other items served in the canteen shall be based on 'No profit, No loss' & shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, & other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
  - a) The rent of land & building.
  - b) The depreciation & maintenance charges for the building & equipments provided for the canteen.
  - c) The cost of purchase, repairs & replacement of equipments including furniture, crockery, cutlery & utensils.
  - d) The water charges & other charges incurred for lighting & ventilation.
  - e) The interest & amounts spent on the provision & maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants & auditors.

#### **9.10 ANTI-MALARIAL PRECAUTIONS**

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Employer/Consultant including the filling up of any borrow pits which may have been dug by him.

**9.11** The above rules shall be incorporated in the contracts & in notice inviting tenders & shall form an integral part of the contracts.

#### **9.12 AMENDMENTS**

Government may, from time to time, add to or amend these rules & issue directions – it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

## Appendix I

### Proforma Bank Guarantee for Initial Security Deposit (to be issued by a Scheduled Bank of India)

THIS DEED OF GUARANTEE executed on this \_\_\_\_\_ day of \_\_\_\_ at \_\_\_\_ by \_\_\_\_\_ (Name of the bank) having its Head / Registered office at \_\_\_\_\_ hereinafter referred to as "the Guarantor" which *expression* shall unless it is repugnant to the subject or context thereof include successors and assigns;

In favour of

West Bengal Industrial Development Corporation Ltd. having their Office at 5, Council House Street, Kolkata 700 001, (hereinafter referred to as "WBIDC" which expression shall unless repugnant to the context thereof, include its successors and assigns)

WHEREAS:

By the Contract Agreement dated \_\_\_\_\_ to be entered into between WEST BENGAL STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD (WBIDC) and \_\_\_\_\_, a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ hereinafter called "the Company" has been granted the contract for construction of Apparel Park on an item-rate basis.

In terms of the Contract Agreement, the Company is required to furnish to WBIDC an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_), 5% of the total work order value, as Initial Security Deposit for due and punctual performance / discharge of its obligations under the Contract Agreement.

At the request of the Company, the Guarantor has agreed to provide guarantee for due and punctual performance / discharge by the Company of its obligations under the Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

The Guarantor hereby guarantees the due and punctual performance by the Company of all its responsibilities and obligations under the Agreement during the Construction Period.

The Guarantor shall, without demur, pay to WBIDC sums not exceeding in aggregate Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within five (5) days of receipt of a written demand from WBIDC stating that the Company has failed to comply with and fulfill its performance obligations under the Agreement. The Guarantor shall have no obligation to go into the veracity of any demand so made by WBIDC and shall pay the amount specified in the demand to WBIDC notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.

In order to give effect to this Guarantee, WBIDC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of

time for performance granted to the Company or postponement / non exercise / delayed exercise of any of its rights by WBIDC or any indulgence shown by WBIDC to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by WBIDC or any indulgence shown by WBIDC, provided nothing contained herein shall enhance the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force upto \_\_\_\_\_ (date), which is 15 months from the date of execution of this deed.

This Guarantee shall not be affected by any change in the constitution or winding up of the Company / the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person.

Notwithstanding what is stated above, the liability of the guaranteeing bank will not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and any claim in respect of the above has to be made at the bank on or before \_\_\_\_\_. (16 months from the date of execution of this deed).

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its \_\_\_\_\_ and authorised official.

## Appendix II

### Proforma Bank Guarantee for Mobilisation Advance (to be issued by a Scheduled Bank of India)

THIS DEED OF GUARANTEE executed on this \_\_\_\_\_ day of \_\_\_\_ at \_\_\_\_ by \_\_\_\_\_ (Name of the bank) having its Head / Registered office at \_\_\_\_\_ hereinafter referred to as "the Guarantor" which expression shall unless it is repugnant to the subject or context thereof include successors and assigns;

In favour of

West Bengal Industrial Development Corporation Ltd. having their Office at 5, Council House Street, Kolkata 700 001 (hereinafter referred to as "WBIDC" which expression shall unless repugnant to the context thereof, include its successors and assigns)

WHEREAS:

By the Contract Agreement dated \_\_\_\_\_ entered into between WEST BENGAL STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD (WBIDC) and \_\_\_\_\_, a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ hereinafter called "the Company" has been granted the contract for construction of Social Infrastructure at Vidyasagar Park on an item-rate basis.

In terms of the Contract Agreement, WBIDC may on application by the Company and in its sole discretion advance to the Company to the extent of 10% (ten percent) of the Contract Value of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as and by way of mobilisation advance against the bank guarantee to secure the repayment of the same and for use by the Company for the purpose of the said works and for no other purpose.

As the Company has requested WBIDC to grant to them the said mobilisation advance of Rs \_\_\_\_\_ which WBIDC has agreed to grant on the Company furnishing guarantee for Rs. \_\_\_\_\_.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

In consideration of WBIDC agreeing to advance to the Company the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as and by way of mobilisation advance subject to the terms and conditions as set out in the aforesaid Contract executed by the Company, we the bank, the said Guarantor hereinabove mentioned hereby unconditionally and irrevocably guarantee unto WBIDC that the said Company will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said Contract within the time stipulated therein to the full satisfaction of WBIDC and shall utilise the said mobilisation advance exclusively for the purposes of the Contract and in particular for making the arrangements and mobilisation of men, materials, machinery, equipment etc necessary for the said works and present their running bills from time to time as contemplated in the said Contract so as to enable to recover mobilisation advance, failing which Guarantor shall on demand by WBIDC without demur or protest and without



recourse to the Company or anybody else pay unto WBIDC the sum of Rs. \_\_\_\_\_ (Rupees only).

It is agreed that notwithstanding what is contained hereinabove WBIDC shall be entitled to invoke this guarantee.

The Guarantor hereby guarantees the due and punctual performance by the Company of all its responsibilities and obligations under the Agreement during the Construction Period.

The Guarantor shall, without demur, pay to WBIDC sums not exceeding in aggregate Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 5 (five) days of receipt of a written demand from WBIDC requiring the payment of the above amount either by hand delivery or by registered post or by Speed post. The Guarantor shall have no obligation to go into the veracity of any demand so made by WBIDC and shall pay the amount specified in the demand to WBIDC notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.

In order to give effect to this Guarantee WBIDC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Company or postponement / non exercise / delayed exercise of any of its rights by WBIDC or any indulgence shown by WBIDC to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by WBIDC or any indulgence shown by WBIDC provided nothing contained herein shall enhance the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force upto \_\_\_\_\_, which is 15 (fifteen) months from the date of execution of the Contract between WBIDC and the Company.

This Guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the Company to submit the said Bid and enter into the said Contract or any change in the constitution or dissolution of the Company or change in the name of the said Company.

This Guarantee shall not be affected by any change in the constitution or winding up of the Company / the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person.

Notwithstanding what is stated above, the liability of the guaranteeing bank shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and any claim arising under this Guarantee shall be preferred by WBIDC within a period of six months from the aforesaid date of expiry of this Guarantee, i.e., upto \_\_\_\_\_. (16 months from the date of execution of the Contract between WBIDC and the Company.)

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its  
\_\_\_\_\_ and authorised official.

Appendix – 3

Sl no.	Relevant Clause	Amendment/Deviation Sought

**APPENDIX - 4**

**Experience Summary of Key Personnel for the Project**

Name of Contract
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Position		Candidate Prime <input checked="" type="checkbox"/> Alternate <input type="checkbox"/>
Candidate information	1. Name of candidate	2. Date of birth :
	3. Professional qualifications:	
	.....	
Present employment	4. Name of employer:	
	Address of employer:	
	.....	
	Telephone: Mobile:	Immediate Escalation Contact
	Facsimile:	E-mail :
	Job title of candidate:	Years with present employer:

From	To	Company / Project /Position / Relevant technical and Management experience

APPENDIX - 5

<b>Plant / Equipment Name</b>	<b>Make / Source</b>	<b>Deployment Lead Time</b>	<b>Nos. Proposed</b>	<b>Deployment Schedule</b>	<b>Required for Construction</b>