



West Bengal
Industrial Development
Corporation

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
"Protiti",
23, Abanindranath Tagore Sarani, (Camac Street)
Kolkata - 700017,
West Bengal, India

Email: wbidc@wbidc.com
visit us at: www.wbidc.com

TENDER REFERENCE NO: - WBIDC/IP/MK/ PAINTING /01

TENDER DOCUMENT

FOR

SELECTION OF CONTRACTOR FOR PAINTING AND ALLIED WORKS AT SDF BUILDING , CFB BUILDING , PUMP HOUSE, CANTEEN BUILDING , SUB-STATION BUILDING , BOUNDARY WALL, PARKING AREA ETC. INCLUDING TWELVE (12) MONTHS DEFECT LIBRARY PERIOD.

AT

MANIKANCHAN SEZ - THE GEM AND JEWELLERY PARK.

February - 2018

Selection of contractor for painting and allied works at SDF Building, CFB Building, Pump House, Canteen Building, Sub-Station Building, Boundary Wall, Parking Area etc. including twelve (12) months defect liability period..

DISCLAIMER

The information contained in this request for proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary form by or on behalf of West Bengal Industrial Development Corporation Limited (WBIDC), is provided to Bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is neither an offer nor invitation to any other party. The purpose of this RFP document is to provide interested Bidder(s) with information that may be useful to them to prepare their proposal including financial offers (the "Bid") pursuant to this RFP Document. This specification includes statements, which reflect various assumptions; assessments arrived at by WBIDC in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information each Bidder(s) may require. This RFP document may not be appropriate for all persons, and it is not possible for WBIDC and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder(s) who reads or uses the RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder(s) should, therefore, conduct its own investigations and analysis, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information in this RFP document and obtain independent advice from appropriate sources. Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. WBIDC, its employees, advisors and technical Consultant/s accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of law expressed herein. WBIDC and their employees, advisors and technical Consultant/s make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability of completeness of the RFP document and assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Bid stage. WBIDC, its employees, advisors and technical Consultant/s also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in the RFP document. WBIDC may at their absolute discretion, but without being under any obligation to do, so update, amend or supplement the information, assessment or assumptions contained in this RFP document.

The issue of this RFP document does not imply that WBIDC is bound to select a Bidder(s) or to appoint the preferred Bidder(s) for the project and WBIDC reserves the right to reject all or any of the Bidder(s) or Bid without assigning any reason. The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by WBIDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder(s) and WBIDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid regardless of the conduct or outcome of the Bidding Process.

TABLE OF CONTENTS

SECTION DESCRIPTION

- **Section-1:**List of Important Dates, Press Notice, Notice Inviting e-Tender (NIeT)
- **Section – 2:** Background Information
- **Section – 3:** Instructions to Bidders (ITB)
- **Section – 4:** Qualification Information
- **Section – 5:** General Conditions of Contract
- **Section – 6:** Technical Specifications
- **Section – 7:** Tender Drawings
- **Section – 8:** Bill of Quantities
- **Section –9:** Different Forms including Form of Bid

SECTION-1

- **LIST OF IMPORTANT DATES**
- **PRESS NOTICE**
- **NOTICE INVITING e-TENDER (NIeT)**

List of Important Dates of Bids

Name of work:

Selection of Contractor for Painting and allied works at SDF Building , CFB Building , Pump House, Canteen Building , Sub-Station Building , Boundary Wall, Parking Area etc. including twelve (12) months Defect Library Period.

Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	12.02.2018
2	Documents download/sell start date (Online)	12.02.2018 at 18.00Hrs
3	Pre Bid Meeting	20.02.2018 at 15.00 Hrs
4	Bid submission start date (On line)	13.02.2018 at 10:30 Hrs
5	Bid Submission closing (On line)	06.03.2018 at 15:00 Hrs
6	Bid opening date for Technical Proposals (Online)	09.03.2018 after 11:00 Hrs
7	Date of uploading list for Technically Qualified Bidder(online)	To be notified later
8.	Date for opening of Financial Proposal (Online)	To be notified later
9.	Overall completion period for work	6 calendar months after receiving of Work order excluding 1 year defect liability period. (as specified bid document)
10.	Bid validity	120 (one hundred twenty) Days from the last date of bid submission

Press Notice

E-Tender Reference No.: WBIDC/IP/MK/ PAINTING /01

West Bengal Industrial Development Corporation (WBIDC) proposes to selection of contractor for Painting and allied works at SDF Building , CFB Building , Pump House, Canteen Building , Sub-Station Building , Boundary Wall, Parking Area etc. including one (01) years Defect Library Period.

SI No.	SUBJECT	DESCRIPTION
1.	Place	CN-1,Sector-V,Saltlake , Kolkata -700091, West Bengal, India
2.	Name of work	Selection of contractor for Painting and allied works at SDF Building, CFB Building , Pump House, Canteen Building , Sub-Station Building , Boundary Wall, Parking Area etc. including one (01) years Defect Library Period.
3.	Overall Time allowed for completion	6 calendar months after receiving of Work order excluding 1 year defect liability period. (as specified bid document)
4.	Document download	The total Tender Document can be downloaded from the e-procurement portal https://wbtenders.gov.in/nicgep/app from 12.02.2018 at 18:00 Hrs.
5.	Last date and time for submission of Online Tender	06.03.2018; 15:00 hrs

NOTICE INVITING e-TENDER

Sealed e-tenders are invited on behalf of WBIDC by

Managing Director,

WBIDC

PROTITI, 23, Abanindranath Tagore Sarani

Kolkata-700016.

For the following work:

Sl. No.	SUBJECT	DESCRIPTION
1	Name of work	Selection of contractor for Painting and allied works at SDF Building , CFB Building, Pump House, Canteen Building , Sub-Station Building , Boundary Wall, Parking Area etc. including one (01) years Defect Library Period. E-Tender Reference No.: WBIDC/IP/MK/ PAINTING /01
2	Location of work	CN-1,Sector-V,Saltlake , Kolkata -700091, West Bengal, India
3	Estimated cost of the Work	Rs. 1,32,20,197. (Rupees one crore thirty two lakh twenty thousand one hundred ninety seven only).This estimate has been prepared based on current PWD schedule and considering 18 % GST and 1% LWC.
4	Time of completion	6 calendar months after receiving of Work order excluding 1 year defect liability period. (as specified bid document)
5	Qualification criteria	<p>The bidder must be a reputed and reliable construction company having the following credentials:</p> <p>a) Bidder should have at least one similar construction experience in relation to R.C.C construction and allied works. The work must be under a single contract anywhere in India with State or Central Government / Autonomous body/Reputed organization. At least one similar construction equivalent to 80% of the estimated cost or two similar works of 50% of estimated cost or three similar works of 40% of estimated cost for which the bid is invited for Govt. /semi Govt. /Statutory bodies/Organizations for repute. The works have to be executed as prime Contractor.</p> <p>b) Certificates (minimum 1 no) for work already done from executing authority / client not below the rank of Executive Engineer/ Divisional Engineer / equivalent be produced clearly stating that the work entrusted to him has been successfully completed.</p> <p>Having no adverse measure (Punishment, Hon'ble Cout's, Verdict) taken by client, if any, by any authority/ client on any account against their organization/ firm for any project or similar nature or otherwise executed during last 3(three) years working.</p> <p>c) A declaration to that effect will have to be submitted in the form of Affidavit in non-judicial stamp paper duly Notarized.</p> <p>d) Bidder should not be black listed with any Govt. /semi Govt. /Statutory bodies/Organizations.</p> <p>e) The bidder shall have a minimum average yearly turnover of at least Rs. 50 lakhs for the last three years.</p> <p>f) The bidder should be a profit making organization consistently for the last three financial years.</p> <p>g) The bidder must have an organizational set up consisting of qualified engineers.</p>

Sl. No.	SUBJECT	DESCRIPTION
8	Availability of Tender Documents	Tender documents will be available w.e.f 12.02.2018 at 18:00 Hrs from the e-procurement portal www.wbtenders.gov.in
9	Site Visit	Bidders are advised to visit the site before submission of bid.
10	Submission of tender	Bidding documents, digitally signed by authorized person of the bidder must be uploaded online from after 13.02.2018 at 10.30 hrs. and must be uploaded on or before 06.03.2018 at 15-00 Hrs.(as per server clock).
11	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement portal https://wbtenders.gov.in/nicgep/app . If required, the bidders may be requested to submit the hard/ original copy of the technical bid at the time of verification of the documents.
12	Date, time and venue of opening of Technical Bid	09.03.2018 at Time: 11-00 hours (as per server clock). Place: WBIDC Office board Room
13	Date of Opening of Financial Bid	To be notified later
14	Validity of the bid	120 (one hundred twenty) Days from the last date of bid submission
15	Taxation	Taxes applicable if any in respect of this contract whether in vogue or may be imposed in future shall be payable by the contractor and WBIDC will not entertain any claim what so ever in this respect. However any benefit due to reduction of taxes etc. may be passed onto WBIDC.

NOTE: Other details can be seen in the bidding document. WBIDC reserves to itself the right to reject any or all the tenders received without assigning any reason thereof.

Section – 2 Background Information

1.1 Background

The ultimate destination for manufacturers, businessmen and entrepreneurs in the field of Gems and Jewellery -- Manikanchan, the Gem & Jewellery SEZ promoted by WBIDC, is the first Greenfield Special Economic Zone to be operational in India.

Units located in the Park enjoy the status of an offshore unit, a host of financial and non-financial benefits and a simplified procedural regime.

The SEZ units have world class infrastructure supported by a host of service providers for hassle free operations. Since it is a duty free enclave and has a foreign territory status, both the Central and the State Government provide large number of incentives and facilities.

1.2 Site Location and Connectivity

The Manikanchan Special Economic Zone is located in a pollution free sylvan environment, at Salt Lake City sector V. It is located on the Rajarhat bypass, very close to the Kolkata International airport.

- Located in Salt Lake only 15 km from Central Business District of Kolkata.
- Only 12 km from International Airport with access via 2 independent highways.
- Very close to New Kolkata township of Rajarhat.
- 2 main roads on either side of the Park with high security exits.
- Hyatt Regency and ITC Sonar, two 5-star hotels located in the vicinity of the Park, ensures convenient accommodation for visitors to the site.

1.3 Park Information

After completion of all phases, the Park will have a total built-up area of 5, 50,000 sq ft. with 2 Standard Design Factories (SDF) and a Common Facility Building (CFB).

Inaugurated in November 2003, several units are manufacturing and exporting from the Park since July 2004.

The Phase 1 consists of:

- One SDF (Standard Design Factory).
- One CFB (Common Facilities Building).
- One services building housing a budget canteen, worker's health care center and crèche complete with all requisite infrastructure.
- All facilities add up to almost 200,000 sq ft.
- The SDF is a 7 storied building with modules in various sizes of 165 sq m, 325 sq m and 465 sq m.

1.3.1. Facilities & Amenities

The CFB is a unique diamond shaped six storied building which has the following support services. The building has:-

- Office of the Development Commissioner
- Office of Customs
- Specialized courier (Lemuir Express)
- Freight Forwarding and Travel agency (BVC Logistics and Brinks Arya with vault)
- Canalizing Agencies (MMTC & Brinks Arya)
- ICICI Bank
- Space for ATM
- Hallmarking center (MMTC)
- Restaurant (Oyster)
- Rotunda, a 10,000 sq ft column free exhibition cum conference hall ideal for holding international standard expositions.

1.3.2. Infrastructural Facilities

Power Supply	<ul style="list-style-type: none"> ▪ Two separate feeder power supply ensuring uninterrupted power via a 3000 KVA dedicated fully automated substation for quality power supply. ▪ Hot standby transformer to ensure power supply in the event of transformer failure.
Water Supply	<ul style="list-style-type: none"> ▪ Reliable water supply from Nabadiganta ▪ De – ionizing and RO plant ▪ Pump house and reservoir.
Fire detection and Fire fighting	<ul style="list-style-type: none"> ▪ State of the art fire detection and fire fighting system ▪ Automatic fire detection alarm ▪ Photo luminescent safety signage in common areas ▪ Ring main around all buildings ▪ 32 zone fire panels to ensure timely detection of fire ▪ Wet riser system and water sprinkler ▪ Sprinkler hook up provision in the corridor area of every SDF module ▪ Fire escape staircase in SDF building
Security	<ul style="list-style-type: none"> ▪ High Security – 30 m high mast lighting ▪ High fencing with barbed wire ▪ Constant monitoring of activities in CFB through CCTV and security rooms at all gates ▪ Round the clock security services with armed guards.
Others	<ul style="list-style-type: none"> ▪ Concrete roads with a width of 4m to 14m with long maintenance free road life ▪ Sufficient area for parking ▪ Dedicated telephone exchange in Park ▪ Solid waste disposal Vat ▪ Sewage treatment Plant

SECTION- 3

Instructions to Bidders

Table of Clauses

Clause A. General

- 1 Scope of Bid
- 2 Source of Funds
- 3 Invitation to Tender
- 4 Pre-Bid Conference
- 5 Completeness of Offer
- 6 Eligible Bidders
- 7 Qualification of the Bidder
- 8 One Bid per Bidder
- 9 Cost of bidding
- 10 Site Visit

Clause B. Bidding Documents and Evaluation

- 1 Content of Bidding Documents
- 2 Clarification of Bidding Document & Pre-Bid Meeting
- 3 Amendment of Bidding Documents

Clause C. Preparation of Bids

- 1 Language of Bid
- 2 Documents Comprising the Bid
- 3 Bid Prices
- 4 Currencies of Bid
- 5 Bid Validity
- 6 Earnest Money
- 7 Alternative Proposals by Bidders
- 8 Format and Signing of Bid
- 9 Makes and Origin of Equipment
- 10 Evaluation of Tenders
- 11 Department's Right to split Package and Accept Part Offer
- 12 Withdrawal of Submitted Tender

Clause D. Submission of Bids

- 1 Submission of Bids
- 2 Deadline for Submission of Bids
- 3 Late Bids

Clause E. Bid Opening

- 1 Bid Opening
- 2 Process to be Confidential
- 3 Clarification of Bids and Contracting the Employer
- 4 Correction of Errors
- 5 Evaluation and Comparison of Bids

Clause F .Award of Contract

- 1 Employer's Right to Accept any Bid and to reject any or all Bids
- 2 Notification of Award
- 3 Performance Security /Security Deposit
- 4 Cost of Tender Document
- 5 Corrupt or Fraudulent Practices

Section - 3

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1 The Employer –“Managing Director, West Bengal Industrial Development Corporation Limited” invites sealed e-tenders for Painting and allied works at SDF Building , CFB Building , Pump House, Canteen Building , Sub-Station Building , Boundary Wall, Parking Area etc. including twelve (12) defect library period at Manikanchan SEZ - The Gem and Jewellery Park.
- 1.2 The successful Bidder will be expected to complete the Works within **6 calendar months after receiving of Work order excluding 1 year defect liability period. (as specified bid document)**. The **12 (twelve) months defect library period to be** counted from the date of successful completion of the work. The necessary manpower needed shall be provided by the Contractor during the defect library period. No extra claim shall be entertained for this purpose.
- 1.3 The intending tenderers should make them thoroughly acquainted in the prevailing conditions of the site, facilities and difficulties and together information which might influence in making the offers. They should study all the conditions and information included in the tender documents and gets these verified from actual inspection of site and collect additional information as may be necessary by them.
- 1.4 Extra claims or any concession on the ground of insufficient data or information and absence of knowledge of conditions prevailing at situation arising during the execution of the work shall not be entertained
- 1.5 Throughout these documents, the terms “bid” and “tender “and their derivatives (bidder / tenderer, bid/ tender, bidding /tendering, etc.) are synonymous.
- 1.6 The term ENGINEER will mean the authorized representative(s) from the Client who will overlook all the site activities.

2. Source of Funds

- 2.1 The Employer has decided to undertake the work envisaged in the contract and has provided funds for the same.

3. Invitation to Tender

- 3.1 The Tender Inviting Authority reserves the right to reject all the tenders or the lowest or any other tender which in the judgment of Tender Inviting Authority does not appear to be in its best interest, and the tender shall have no cause of action or claim against the Tender Inviting Authority or its officers, employees, successors or assignees for rejection of the tender.

ANY DEVIATION OF TECHNICAL SPECIFICATION AS WELL AS CONDITIONAL TENDER WILL NOT BE ACCEPTED. EVEN TENDER INVITING AUTHORITY WILL HAVE EVERY RIGHT TO CANCEL THE PARTICULAR OFFER AT ANY STAGE EVEN AFTER ISSUANCE OF ACCEPTANCE ORDER.

4. Pre-Bid Conference

- 4.1 A pre-bid conference is arranged in the office of WBIDC as per Time Schedule mentioned in the Notice. Bidders are advised to attend the same. Technical queries shall preferably be forwarded at least 2 days in advance before the pre-bid conference. Site visit should be undertaken by the bidders before the pre-bid conference.

5. Completeness of Offer

- 5.1 If any item or details of an item are not given in various specifications of the tender documents which are required essentially for the completion of the work, it should be included in the Contractor’s offer so that the offer is complete in all respects. No claim for extra payment will be entertained on the plea that the specification for an item or equipment is not complete in all respect. It is the responsibility of the Tendered to make an offer for the Complete Project. The tenderer is to be guided by the spirit of the project and not by the wording of the specification.

6. Eligible Bidders

- 6.1 This Invitation for Bids is open to all eligible and renowned bidders who have previous experiences of successfully completing similar nature of Works.

- 6.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority whatever name called under the Central or the State Government.
- 6.3 All bidders shall upload all the information as requested in Section 4, Qualification Information along with the Technical Part and Form of Bid (Format given in Section 9) along with the financial part of the Bid Document
- 6.4 All bidders shall include the following information and documents with their bid in Section 4, Qualification Information:
- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - b. Total monetary value of similar works performed for each of the last three years.
 - c. Having proven experience, expertise & capabilities to undertake all the activities including construction of major R.C.C structure, Operation & Maintenance under State or Central Government / Autonomous body/Reputed Organisation within last 3 years and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent.
 - d. Details of the technical personnel proposed to be employed for the Contract.
 - e. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past 3 years.
 - f. Information regarding any litigation or arbitration during the last 3 years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter.
 - g. Evidence of ownership of major items of construction equipment by providing a list of construction equipment and providing evidence of arrangement of possessing them on hire/lease/buying.
 - h. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the last 3 years.
 - i. An undertaking in stamp paper that the bidder will be able to invest a minimum of cash up to 20% of the Contract Price of works, during the implementation of the works.
 - j. Proposals if any, for subcontracting any component of the Work.
 - k. The proposed Approach Methodology and Work plan of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.
- 6.5 Bids from joint venture are not allowed.
- 6.6 To qualify for award of the Contract, each bidder should have in the last three years:
- A. Minimum average yearly turnover of at least Rs.50 lakhs (in all cases of civil engineering construction work only).
 - B. At least one similar construction equivalent to 80% of the estimated cost or two similar works of 50% of estimated cost or three similar works of 40% of estimated cost for which the bid is invited for Govt. /semi Govt. /Statutory bodies/Organizations for repute.

Documentary evidence in support of the above should be submitted.

- 6.7 (a) each bidder must produce:
- i. Copies of Income Tax Return of last Three years;
 - ii. An affidavit that the information furnished with the bid documents is correct in all respects; and
 - iii. Copy of Professional Tax clearance Certificate/ Sale Tax Clearance Certificate
 - iv. Copy of Valid License regarding engagement of workers from labour department, Govt. of WB.
 - v. Copy of PAN Card
- (b) Each bidder must demonstrate:
- i. Availability for construction work, either owned, or on lease or on hire, of the key equipment(s) including equipment's required for establishing field laboratory to perform the mandatory tests
 - ii. Availability of technical personnel for construction work of as stated above
 - iii. Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in 7.2 (i) above.

- 6.8 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 6.9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and /or
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays incompletion, litigation history, or financial failures etc.

7. One Bid per Bidder

- 7.1 Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

8. Cost of Bidding

- 8.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

9. Site Visit

- 9.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for design, drawing of all infrastructural work, preparation of bid document for selection of consultant and contractor through e-tendering etc. of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 9.2 For site visitor for any clarifications relating to this Tender Document the bidder may contact the person (s) whose contact details are given below:

Mr. Ashis Chakraborty
 DGM, WBIDC
 Phone No. 033-22553707
 E-mail: ashis.chakraborty@wbidc.com

Mr. Sourav Pal
 EA-IP, WBIDC
 Phone No. 033-22553157
 E-mail: sourav.pal@wbidc.com

B. Bidding Documents and Evaluation

1. Content of Bidding Documents

- 1.1. The tenders are to be submitted through online to the website stated in two folders at a time, one is Technical Proposal & the other is Financial Proposal before the prescribe date and time using the Digital Signature (DSC). The documents are to be uploaded virus scanned copy duly digitally signed. The documents will get encrypted.
- 1.2. PRE QUALIFICATION PROPOSAL

Technical Proposal:

- a.** Statutory Cover containing the following digitally signed documents:
1. NIT
 2. Technical Specification
 3. Qualification Information
 4. EMD
 5. Drawing
- b.** Non Statutory cover containing the following digitally signed documents:

Sl. No.	Category Name	Sub category Description	Details
1.	Qualification Information	Section 4 of NIT	Form given in Section 4 is to be filled up, duly signed and stamped

Sl. No.	Category Name	Sub category Description	Details
2.	Certificate	Certificate	As per Clause 7.5 (a) Section 3 (a) The Copies of latest Income Tax Returns of last three years; (b) An affidavit that the information furnished with the bid documents is correct in all respects. (c) Professional Tax clearance Certificate /Sale Tax Clearance Certificate. (d) Valid License regarding engagement of workers from labour department, Govt. of W B. (e) GST registration certificate. (f) PAN Card (g) Audited balance sheets and Profit and Loss Account for the preceding three years (audited and unaudited as applicable) (h) Service Tax Registration certificate
3.	Company Details	Company Details	(a) Name of the Organization (b) Address of the Organization (c) Year of Establishment (d) Status of the firm (e) (Whether Company/Firm/Proprietary) (f) Name of Directors/ Partners/Proprietor. (g) Whether registered with the Registrar of Companies/ Registrar of Firms. If so, mention number and date. (h) Document of empanelment with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.
4.	Credentials	Credential	Bidder should have at least one similar construction equivalent to 80% of the estimated cost or two similar works of 50% of estimated cost or three similar works of 40% of estimated cost for which the bid is invited for Govt. /semi Govt. /Statutory bodies/Organizations for repute. CV s of each team member to be deputed in the project.
5.	Financial Information	P/L & Balance Sheets of last three financial years	a)All balance Sheets
6.	Declaration	Declaration1	Addenda issued in accordance with Clause Of IT Band /or Minutes of Pre-Bid Meeting Other important documents

Additional Information: Any additional information may be incorporated in NIeT.

Financial Proposal:

The Financial Proposal contains the following documents:

- (i) Form of Bid as specified in Section 9;
- (ii) Priced bill of quantities for items (filled in BOQ).

[Note: In case any discrepancy, the amount which is quoted in BOQ will be considered.]

N.B.: Submission of Statutory and Non Statutory covers are compulsory for acceptance of the bid.

1.3. The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms and specifications, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause E/4 hereof, bids, which are not substantially responsive to the requirement so the Bid Documents, shall be rejected.

2. Clarification of Bidding Documents and Pre-bid Meeting

- 2.1. Prospective Bidder requiring any clarification of the bidding documents may raise the query /queries at the Pre-bid Meeting. Copies of the Employer's response will be uploaded to the website, including a description of the inquiry, but without identifying its source.
- 2.2. The bidder or his authorized representative is invited to attend the pre-bid meeting on 20.02.2018 at WBIDC office at 15:00 HRS.
- 2.3. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Bidders are advised to attend the same. Technical queries shall preferably be forwarded at least 2 days in advance before the pre-bid conference.
- 2.4. The bidder is requested to submit any question in writing or by mail so as to reach the Employer not later than 48 hours (Two working days) before the meeting.
- 2.5. Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded in the official website of WBIDCL. Any modifications of the bidding documents listed in this document of ITB, which may be commence as necessary result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause of ITB and not through the minutes of the pre-bid meeting.
- 2.6. Non- attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

3. Amendment of Bidding Documents

- 3.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by uploading the addenda in the website.
- 3.2. Any addendum thus uploaded shall be part of the bidding documents

C. Preparation of Bids

1. Language of Bid

- 1.1. All documents relating to the Bid shall be in English.

2. Documents Comprising the Bid

- 2.1. The following documents, which are to be digitally signed on every page by the bidder and submitted with the technical bid, will be deemed to be part of the bid.

Section	Particulars
1	Notice inviting Tender
2	Instruction to the bidders
3	Qualification Information (Conditions of Contract)
4	Tender Drawings

3. Bid Prices

- 3.1. The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.
- 3.2. The Bidder shall have to submit their financial proposal in the form of following documents:
 - i. Lump sum Financial Quote in the prescribed BOQ Format
- 3.3. The quantities of the various items mentioned in the BOQ are approximate and may vary up to any extent or be deleted altogether. The quoted rate shall, however, remain firm and fixed for the total duration of the project. The Contractor, in his own interest, should get an indication of the probable extent of the work to be executed under any particular item in the schedule, before undertaking any preliminary and enabling work or purchasing bought-out components related to the work.
- 3.4. The rates quoted by the Contractor shall be deemed to be inclusive of all taxes of Central and State Governments, local bodies and authorities.
- 3.5. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

4. Currencies of Bid

- 4.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

5. Bid validity

- 5.1. Bids shall remain valid for a period 120 (one hundred twenty) days after the dead line date for bid submission Specified in Clause of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 5.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of the Bank Guarantee for a period of extension and in compliance with Clause C/6 of ITB in all respects.

6. Earnest Money Deposit

- 6.1. **The Bidder shall furnish, as part of the Bid, Earnest Money Deposit, for an amount Rs.2,65,000/-**
- 6.2. **Both EMD shall be submitted through RTGS/NEFT, the details of which is as follows, the details of which is as follows:**

Account Name: WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

Account Number: 011010200021340

Bank's Name: Axis Bank Limited. Branch Name: Golpark, Kolkata- 19.

IFS Code: UTIB0000011

- 6.3. **The scanned copy of the RTGS /NEFT details must be uploaded at the time of submission of bid through e-tender.**
- 6.4. Any bid not accompanied by an acceptable Earnest Money, shall be ejected by the Employer as non-responsive.
- 6.5. The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause C/5.1 of ITB.
- 6.6. The Earnest Money of the successful Bidder will be converted initial security money and will be discharge after successful completion of the defect liability period after signed the Agreement and furnished the required Performance Security.
- 6.7. The Earnest Money may be forfeited:
- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity.
 - b) If the bidder does not accept the correction of Bid Price pursuant to clause E/4.
 - c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. Sign the Agreement; and/or
 - ii. Furnish the required Performance Security.

7. Alternative Proposals by Bidders:

- 7.1. Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

8. Format and Signing of Bid:

- 8.1. The Bidder shall submit online one set of the bid comprising of the documents as described in Clause of ITB.
- 8.2. The Bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 8.3. The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, making the correction, initial with date by the person or persons signing the Bid.

9. Evaluation Of Tenders

Conditional Tender shall be summarily rejected.

The Financial Bid offered by the technically qualified bidder will only be opened.

10. Department's Right To Split Package And Accept Part Offer

The Department reserves the right to split the package and accept or reject any part/ item(s) of the offer from the scope of work without assigning any reason.

11. Withdrawal Of Submitted Tender

Tender once submitted cannot be withdrawn before the scheduled validity date. If any tenderer desires to withdraw his tender before such time, entire Earnest Money Deposit shall be forfeited without assigning any reason.

D. Submission of Bids

1. Submission of Bids

1.1. The Bidder shall upload his bid on or before the last date of submission of bid within the stipulated time.

2. Deadline for Submission of Bids:

2.1. The last date of uploading of Bids 06.03.2018 at 15:00 hrs, (as per server clock)

3. Late Bids:

3.1. Bids after the last date of submission cannot be uploaded.

E. Bid Opening and Evaluation

1. Bid Opening

1.1. The Employer will online open the bids received at the time, date and place as specified in the event of the specified date for the opening of bids being declare as holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

1.2. Evaluation of the technical bids shall be taken up and completed and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

1.3. The date of Financial Bid Opening will be notified to the technically qualified bidders at a later date. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

2. Process to be Confidential

2.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced .Any attempt by a Bidder to influence the Employer's processing of bids onward decisions may result in the rejection of his Bid.

3. Clarification of Bids and Contacting the Employer

3.1. No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

3.2. Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

4. Correction of Errors

4.1. Bids which are determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

4.2. The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Earnest money shall be forfeited in accordance with Clause C/6.7(b) of ITB.

5. Evaluation and Comparison of Bids

5.1. In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause E/4 of ITB.

5.2. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause F/3 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of

the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder

F. Award of Contract

1. Employer's Right to Accept any Bid and to Reject any or all Bids

1.1. The Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids ,at any time prior to the award of Contract, without incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer' section.

2. Notification of Award and Signing of Agreement.

2.1. The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity.

2.2. The notification of award will constitute the formation of the Contract, subject only to the furnish in performance security in accordance with the provisions of Clause F/3.

2.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

2.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

3. Performance Security / Security Deposit

Deleted

4. Cost of Downloaded Tender Document

4.1. In terms of Government Order No.199-CRC/2M-10/2012 dated 21.12.2013, the cost of tender document is exempted for e-tendering process.

5. Corrupt or Fraudulent Practices

5.1. The Employer requires the bidders /Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

Section 4 - Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of accessing the techno commercial capability of the bidder- as provided for in Clause 7 of the Instructions to Bidders. Attach additional pages as necessary.

1. Individual Bidders:

1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid	[attach copy] _____ _____ [attach]
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant).	(Rs. In lakhs) 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017

1.3	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years.
-----	--

Project Name	Name of Employer	Description of work	Value of Contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks (explaining reasons for delay, if any)
--------------	------------------	---------------------	-------------------	--------------	-----------------------------	-------------------------------	---------------------------	--

Separate sheets to be attached

1.4	(A)	Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.							
		Existing commitments and on-going construction works:							
		Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakh)*	Anticipated Date of completion
		Separate sheets to be attached							
		(B) Works for which bids already submitted:							

	Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks, if any
--	---------------------	---------------	----------------------------	-------------------------------------	---------------------------------	--------------------------------	-----------------

Separate sheets to be attached

1.5	Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 7.2 (g) and Clause 4.5 (b) of the Instructions to Bidders.
-----	--

	Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased		
Separate sheets to be attached						
1.6	Qualifications of technical personnel proposed for the Contract. Refer also to Clause 7.2(d) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.					
	Position	Name	Qualification	Years of experience		
				Construction works	Building Works	Others
Separate sheets to be attached						
1.7	Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract. And Clause 7.6 of ITB.					
	Sections of the Works	Value of sub-contract	Sub-contractor (name and address)		Experience in similar work	
	Separate sheets to be attached					

1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.9. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. (Sample format attached).

1.10. Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.11. Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES
BANK CERTIFICATE/ AS PER BANKS FORMAT**

This is to certify that M/s..... is a reputed company with a good financial standing.
If the contract for the work, namely, is awarded to the above firm, we shall be able to provide
overdraft/credit facilities to the extent of Rs.to meet their working capital requirements for
executing the above contract.

Signature of Senior Bank Manager
Name of the senior Bank Manager
Address of the Bank

Stamp of the Bank

Note: Certificate should be on the letterhead of the bank.

Section - 5
General Conditions of Contract

These conditions are subject to the variations and additions, if any, set out in Part II Special Conditions of Contract and Section 6: Technical Specifications

Table of Clauses

A. General		D. Cost Control	
1	Definitions	37	Bill of Quantities
2	Interpretation	38	Variations
3	Language and Law	39	Payments for Variations
4	Engineer's Decisions	40	Cash Flow Forecasts
5	Delegation	41	Payment Certificates
6	Communications	42	Payments
7	Subcontracting	43	Compensation Events
8	Other Contractors	44	Tax
9	Personnel	45	Currencies
10	Employer's and Contractor's Risks	46	Retention
11	Employer's Risks	47	Force Majeure
12	Contractor's Risks	48	Site Order Book
13	Insurance	49	Discrepancies
14	Site Investigation Reports	50	Liquidated Damages
15	Queries about the Bid Document	51	Advance Payments
16	Contractor to Construct the Works	52	Securities
17	The Works to Be Completed by the Intended Completion Date	53	Cost of Repairs
18	Approval by the Engineer	E. Finishing the Contract	
19	Safety	54	Completion
20	Discoveries	55	Taking Over
21	Possession of the Site	56	Final Account
22	Co-Operation with Other Agencies	57	Operating and Maintenance Manual
23	Site Office	58	Termination
24	Recovery Against Mobilisation Advance	59	Payment upon Termination
25	Access to the Site	60	Property
26	Instructions	61	Release from Performance
27	Disputes	F. Other Conditions of Contract	
28	Arbitration	62	Labour
B. Time Control		63	Compliance with Labour Regulations
29	Programme	64	Drawings and Photographs of the Works
30	Extension of the Intended Completion Date	65	The Apprenticeship Act, 1961
31	Delays Ordered by the Engineer	66	Labour Act
32	Management Meeting	67	Loss and Damage
C. Quality Control		68	Clearance of Site on Completion
33	Identifying Defects	69	Accident or Injury to Workmen
34	Tests	70	Inspection Facilities
35	Correction of Defects		
36	Uncorrected Defects		

General Conditions of Contract

A. General

1. Definitions

1.1. Terms which are defined in the Contract are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The Dispute Review Expert is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clause 27.

Bill of Quantities means the priced (as quoted by the bidder) and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 43 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 51.1.

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.2

The Contractor is a person, company or corporate body who's Bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer as per the instructions of the Tender Document.

The Contract Price is the price stated in the Letter of Intent/ Work Order and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is 12 months (twelve months) from the date of issue of Completion Certificate.

Drawings/Documents include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The Employer is the party as defined below, who employs the Contractor to carry out the Works. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Employer is **West Bengal Industrial Development Corporation Limited (WBIDCL)**

Designation: Managing Director

Address: 23, Abanindranath Tagore Sarani (Camac Street)

Kolkata-700 017

The Engineer is a competent person/Organisation appointed by the Employer for providing Project Management Consultancy (PMC) Services and notified to the Contractor who is responsible for supervising the Contractor, administering the Contracts, certifying payments due to the Contractor, issuing and valuing Variations to the Contract and awarding extension.

PMC AND PMC'S REPRESENTATIVE

PMC's Duties and Authority

- a. The Employer shall appoint a PMC and inform the same to the Contractor to deal with all the matters related to the execution and operation of Contract.
- b. PMC or his representative shall supervise the all the works carried out at site. PMC shall ensure the best quality of workmanship, materials, etc.

However, the Employer / Employer's representative reserves the right in checking / tests checking of the operation of the contract in respect of quality, testing, and measurement of Works either directly or through a separate agency or both.

PMC's Representative:

The PMC's Representative shall be appointed by and be responsible to the PMC and shall carry out such duties and exercise such authority as may be delegated to him by the PMC as mention below.

PMC's Authority to Delegate:

The PMC may from time to time delegate to the PMC's Representative any of the duties and authorities vested in the PMC. Any such delegation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor. Any communication given by PMC's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the PMC, provided that;

- a. Any failure of the PMC's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the PMC to disapprove such work, materials or Plant and to give instructions for the rectification thereof; and
- b. If the Contractor questions any communication of the PMC's Representative he may refer the matter to the PMC who shall confirm, reverse or vary the contents of such communication.

1.2. Instructions in Writing :

Instructions given by the PMC shall be in writing, provided that, if for any reason the PMC considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the PMC, whether before or after carrying out of the instruction shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the PMC any oral instruction of the PMC and such confirmation is not contradicted in writing within 7 days by the PMC, it shall be deemed to be an instruction of the PMC. The provisions of this Sub-Clause shall equally apply to instructions given by the PMC's Representative and any assistants of the PMC or the PMC's Representative appointed pursuant as mentioned above.

PMC to Act Impartially:

Wherever, under the Contract, the PMC is required to exercise his discretion by;

- a. giving his decision, opinion or consent, or
- b. expressing his satisfaction or approval, or
- c. determining value, or
- d. otherwise taking action, which may affect the rights and obligations of the Employer or the Contractor.

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 22.0.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Intent/Work Order.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. **The Intended Completion Date is 14 months from the start date.** The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

The **Start Date** is 15 days from the date of issue of Work Order/Letter of Intent to contractor. It does not necessarily coincide with any of the Site Possession Dates.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

A **Sub-Contractor** is a person, company or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works**, as defined in the Scope of Work in ITB, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. The Construction Power and Water has to be arranged by the Contractor.

2. Interpretation

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2. The following documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the Engineer's decision shall be final and binding on the Contractor.
 - a) Agreement,
 - b) Notice to Proceed with the Work (Letter of Intent / Work Order)
 - c) Contractor's Bid,
 - d) Conditions of Contract
 - e) Specifications,
 - f) Drawings,
 - g) Bill of Quantities, and
 - h) Any other document if required or as advised by Engineer.

3. Language and Law

- 3.1. The language of the Contract is English and the law governing the Contract is the law of Union of India.

4. Engineer's Decisions

- 4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 4.2. Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

- 5.1. The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1. All certificates, notices or instructions to be given to the contractor by Employer/Engineer shall be sent on the address or contact details given by the Contractor in Section 9 – Form of Bid. Communications between parties that are referred to in the conditions shall be writing. The Notice sent by registered Post or Speed Post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

- 7.1. The Contractor may subcontract work only with the approval of the Employer in writing, up to a percentage of the contract price, as decided by the Engineer but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- 7.2. The Contractor shall not be required to obtain any consent from the Employer for:
 - a) The sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
 - b) The provision for labour, or labour component.
 - c) The purchase of Materials which are in accordance with the standards specified in the Contract provided the purchase is from sources approved by the Engineer.
- 7.3. Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the

Works as per terms of the Contract, the Engineer / Employer will consider the following before according approval.

- a) The Contractor shall not sub-contract the whole of the Works.
 - b) The Contractor shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.
- 7.4. The Engineer should satisfy himself before recommending to the Employer whether
- a) The circumstances warrant such sub-contracting; and
 - b) The sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

8. Other Contractors

8.1. Not Applicable

9. Personnel

- 9.1. The Contractor shall employ for the construction work the technical personnel who are technically qualified to execute these types of jobs and get their CVs approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel initially proposed by the contractor and accepted by the Employer.
- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.
- 9.3. The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the Employer and has either not completed two years after the date of retirement or has not obtained Employer's permission to work with the Contractor.

10. Employer's and Contractor's Risks

- 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works - the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

- 12.1. All risks of loss of or damage to works, physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor

13. Insurance

- 13.1. The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles as per rules/ as decided by the Employer for the following events which are due to the Contractor's risks:
 - a) Loss of or damage to the Works, Plant and Materials;
 - b) Loss of or damage to Equipment;
 - c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) Personal injury or death.
- 13.2. Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- 13.3. If the Contractor does not provide any of the policies and certificates required, the Employer will have the right to effect the insurance which the Contractor should have provided and recover the premiums the Employer has

to pay from payments otherwise due to the Contractor or, if no payment is due, the payment of the premium shall be a debt due.

13.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer.

13.5. Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation

14.1. The Contractor, in preparing the Bid, shall rely on his own survey and site investigation for submitting The Bid.

15. Queries about the Bid Document

15.1. Will be addressed in the Pre-Bid Meeting

16. Contractor to Construct the Works

16.1. The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

16.2. The Contractor shall construct the works to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as was proposed by the Contractor and Accepted by the Employer, as a minimum.

17. The Works to Be Completed by the Intended Completion Date

17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

18.1. The Contractor shall submit Specifications and Drawings (with calculations) showing the proposed Temporary Works, whenever they are required, to the Engineer for his approval. The temporary works shall be taken up only after Engineer's approval of designs and drawings for such temporary works.

18.2. The Contractor shall be responsible for design of Temporary Works.

18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

19.1. The Contractor shall be responsible for the safety of persons and of all activities on the Site. He shall adopt all necessary safety precautions in implementing the works.

20. Discoveries

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1. The Employer shall hand over complete or part possession of the site to the Contractor in advance of construction programme.

22. Co-Operation With Other Agencies

Full co-operation and coordination shall be accorded to other agencies working simultaneously for successful completion of the work.

23. Site Office

23.1. The contractor shall construct suitable temporary site office for execution work for supervisory Engineer, staff etc. of the contractor as well as of the Department/ Consultant. The contractor will arrange to provide furnish, equip, clean and maintain the site office. The contractor shall make necessary arrangement for water, semi-permanent W.C. and electricity for officials/ office. The contractor shall provide lights and fans, etc. along with necessary new furniture as required. The site offices shall be erected, furnished and be ready for occupation before start of work. There shall be 2 (two) rooms with a common toilet allotted for Employer and/or his representatives (Consultant) of 25SqM. area with necessary office furniture. On completion of work and as directed by Engineer-in-Charge the site office has to be demolished at his own cost and labour.

Condition for Supply for Water: Contractor shall make his own arrangements for water at sites by drilling and energizing the tube wells. Water quality standards shall conform to the clauses laid down in latest revisions of

relevant IS Codes/ BIS code. Water samples to be used for construction as well as drinking shall be got tested from any reputed govt. authority before to start of the work and every three months thereafter. The test reports shall be submitted to the Engineer-in-charge immediately after the same is received from the laboratory. Agency will bear the cost of water sample test. Water used for drinking shall be disinfected by using permitted disinfectants before use.

24. Recovery Against Mobilization Advance

Deleted

25. Access to the Site

25.1. The Contractor shall allow access to the Site and to any place where work in connection with the contract is being carried out, or is intended to be carried out to the Engineer and any person/ persons/ agency authorized by:

- a. The Engineer
- b. The Employer and anybody else authorized by the Employer.

26. Instructions

26.1. The Contractor shall carry out all of the instructions of the Engineer, which comply with the applicable laws where the Site is located.

27. Disputes

27.1. In case of any dispute which may not be settled amicably between the contractor and WBIDC, the matter may be referred to the Managing Director of WBIDC whose opinion shall be prevailed as final and binding on all the parties and shall be subject to Kolkata jurisdiction only. This clause is applicable only after successful execution of agreement.

B. Time Control

28. Programme

28.1. Within the time stated in the Contract Document, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works, 7 days in advance of the start of construction programme.

28.2. The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel (and their CVs) being deployed, the list of equipment being placed in field laboratory and the location of field laboratory along with the programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

28.3. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

28.4. The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Document. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

28.5. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may be required to revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events and Contractor's proposed steps to complete the work in time.

29. Extension of the Intended Completion Date

29.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

29.2. The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29.3. The Engineer shall within 14 days of receiving full justification from the Contractor for extension of Intended Completion Date refer to the Employer for his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the Contractor, if he feels the decision is wrong, may refer the matter to the Dispute Review Expert under Clause 27.1.

30. Delays Ordered by the Engineer

30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay / delays total of more than 30 days will require prior written approval of the Employer.

31. Management Meetings

31.1. The Engineer may require the Contractor to attend management meetings. The business of a management meeting shall be to review the plans for the remaining Works and to deal with matters raised in accordance with early warning procedure, by which the Contractor warns the Engineer at the earliest of specific likely future events that may affect the cost or completion time of the Works.

31.2. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

32. Deleted

33. Identifying Defects

33.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

34. Tests

34.1. For carrying out mandatory tests as prescribed in the specifications, the contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have at least the minimum equipment as required. The contractor shall be solely responsible for:

- a) Carrying out the mandatory tests prescribed in the specifications
- b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

34.2. The Engineer may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall carry out the test at his cost and pay for any samples.

35. Correction of Defects (including those noticed during the Defect Liability Period)

35.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Document. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the length of time specified by the Engineer's notice.

35.3. The Engineer may issue notice to the Contractor to carry out removal of defects, if any noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

36. Uncorrected Defects

36.1. If the Contractor has not corrected a Defect pertaining to the Defect Liability Period these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor shall pay this amount, on correction of the Defect.

D. Cost Control

37. Bill of Quantities

37.1. The Bill of Quantities shall contain items for the painting works to be done by the Contractor.

37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work done at the rate in the Bill of Quantities.

38. Variations

38.1. The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

39. Payments for Variations

39.1. If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. No increase in rates of any item specified in BOQ will be allowed due to variation in quantities.

39.2. If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

39.3. If the rate for Variation item cannot be determined in the manner specified in Clause 39.1 or 39.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within on the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

40. Cash Flow Forecasts

40.1. When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow Forecast.

41. Payment Certificates

41.1. The payment to the contractor will be as follows for construction work:

- a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- b) The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.
- c) The value of work executed shall be determined, based on measurements by the Engineer.
- d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities, completed to the satisfaction of the Engineer.
- e) The value of work executed shall also include the valuation of Variations, if any.
- f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) The payment of final bill shall be governed by the provisions of clause 53 of GCC.

42. Payments

42.1. Payment for the work done by the Contractor will be based on measurements recorded at various stages of the work. The Contractor or his authorized agent or representative shall be present at the time of recording of each set of measurements and sign the measurement and sign the measurement book or level / field book of their acceptance.

42.2. If for any reason the Contractor or his authorized agent is not available, and the work may be suspended by the Engineer-in-Charge/ Consultant to avoid recording of measurements during the absence of the Contractor or his authorized representative, the Employer shall not entertain any claim from the Contractor for any loss incurred by him on this account. If the Contractor or his authorized agent or representative does not remain present at the time of such measurements after the Contractor has been given a three-day's notice in writing, such measurements may be taken in his absence and shall be deemed to be accepted by the Contractor

42.3. Total payment shall be made against progressive Bills/ Invoices. Each Bill / Invoice shall be raised as per progress of work / supply. Only one (01) R/A bill can be raised in every month only after the billing amount reaches a minimum 10 (ten) percent of the total contract value in general.

42.4. While claiming payment the contractor shall submit Bill / Invoice, Inspection / Test Report of equipment and other documents as required, to the Engineer-in-Charge in triplicate duly certified by the Consultant.

42.5. Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within about 30 days of the date of each certificate.

42.6. Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. Also refer Clause 39.

43. Compensation Events

43.1. Not Applicable

44. Tax

44.1. The estimate has been prepared by considering 18% GST and 1% LWC. The rates quoted by the Contractor shall be deemed to be inclusive of the all taxes of Central and State Governments, local bodies and authorities except GST and LWC.

45. Currencies

All payments will be made in Indian Rupees.

46. Retention

46.1. The Employer shall retain eight percent of the billed amount as retention money from each payment due to the contractor until completion of the whole of the construction work.

46.2. The total amount retained as retention money will be repaid to the contractor when the defect liability period has expired and the Engineer has certified that all defects notified by the Engineer to the contractor before the end of this period have been corrected.

46.3. The additional performance security for unbalanced bids as detailed in these documents is repaid to the contractor when the work is complete.

46.4. The performance security equal to the two percent of the contract price is repaid to the contractor when the Defect Liability Period is over and the Engineer has certified that the contractor has satisfactorily carried out defects removal in the Defects Liability Period.

47. Force Majeure

47.1. Any calamity like earthquake, lightning strikes, cyclones, volcanic eruptions, war, hostilities (whether declared or not), civil disturbances, acts of foreign enemies, riots, strikes, lockouts, ionizing radiation or contamination by radio activity, natural floods except accumulation of water due to rainfall which cause delay in the execution of the work, will be considered by the WBIDC for the grant of extension of time only for the completion of the work after producing documentary proof. No other claim whatsoever will be entertained by the WBIDC.

48. Site Order Book:

48.1. The Contractor shall within 7 (Seven) days from the written order to commence work, supply at his own cost, a site order book to be kept at the site of work under the custody of the Assistant Engineer or his authorized representative. The site order book shall have numbered pages in triplicate, which will be initialed by the Assistant Engineer-in-charge. The directions or instructions from the Dept. Officers to be issued to the Contractor will be entered (in triplicate) in the site order book (except when such directions are given by separate letters). The contractor or his authorized representative / agent shall regularly note the entries in the site order book and also record therein the action taken or being taken by him in compliance with such directions or instructions including any other relevant point relating to the work.

48.2. The Contractor or his authorized representative / agent may take away the duplicate pages of the site order book for his own record. A duly authorized representative's agent of the contractor shall receive such instructions as above.

49. Discrepancies

49.1. Should any discrepancy appear in any of the documents and drawings included in this contract or between different parts of the same documents or any ambiguity or insufficiency of information the contractor shall point out the same to the Tender Inviting authority in writing and receive his instructions, explanations or decision in the matter. Decision of Tender Inviting authority is final and binding on the Contractor.

50. Liquidated Damages

50.1. The Contractor shall pay liquidated damages to the Employer at the rate of 1% of the contract price per week for each week that the Completion Date is delayed, for the inefficiency/fault on the part of the contractor, than the Intended Completion Date (for the whole of the works or the milestones as specified) subject to a maximum of

10% of the Contract Price. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

- 50.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
- 50.3. The Employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works or from any other of his obligations and liabilities under the Contract.

51. Advance Payment

Deleted

52. Securities

- 52.1. The Performance Security including additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Intent/Work Order and shall be issued in the form given in the form of an unconditional Bank Guarantee and by a Bank acceptable to the Employer.

53. Cost of Repairs

- 53.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his own cost unless such damage arises from Employer's acts or omissions.

E. Finishing the Contract

54. Completion

- 54.1. The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works is completed and all defects have been remedied by the Contractor.

55. Taking Over

- 55.1. The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion.

56. Final Account

- 56.1. The Contractor shall supply the Engineers with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall issue a defect liability certificate and certify any payment that is due to the Contractor for works within 42 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 42 days a statement that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of works will be made within 14 days thereafter, and shall be binding on the Contractor.
- 56.2. In case the account is not received within 21 days of issue of Certificate of Completion as provided in Clause above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days.
- 56.3. The payment of final bill for construction of works will be made within 14 days thereafter.

57. Termination

- 57.1. The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 57.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c) The Engineer gives Notice to correct a particular Defect and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - d) The Contractor does not maintain Safety and Security, which is required;
 - e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 47.1;
 - f) The Contractor fails to provide insurance cover as required under clause 13;

- g) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
- h) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- i) If the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- j) If the Contractor fails to set up a field laboratory with the prescribed equipment, within 21 days from the start date; and
- k) Any other fundamental breaches like if the contractor has contravened Cl 7.1 and Cl 9 of Part-1 General Conditions of Contract.
- l) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract at the appropriate time.

57.3. Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.4. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58. Payment upon Termination

58.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less liquidated damages, if any, less advance payments received up to the date of issue of the certificate, less recoveries due in terms of contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the value of the work not completed, as indicated in the Contract, if the total amount due to the Employer exceeds any payment due to the contractor, the differences shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 25 % percent.

58.2. If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

59. Property

59.1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

60. Release from Performance

60.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

F. Other Conditions of Contract

61. Labour

61.1. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

61.2. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site, Equipment and such other information as the Engineer may require.

61.3. No claim for idle labour would be entertained under any circumstances.

61.4. No labour below the age of eighteen years shall be employed on the work.

62. Compliance with Labour Regulations

62.1. During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications /bye laws /Acts /Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer /Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

63. Photography/ video photography of the Works

63.1. The contractor shall do photography / video photography of the site firstly before the start of the work, every month (preferably on the same date) thereafter showing the execution of different sections and stages of work and lastly after the completion of the work. The Contractor shall submit 2 copies and the originals / negatives of photographs or the video in cassettes. No separate payment will be made to the contractor for this.

63.2. The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs / Video photography shall be published or otherwise circulated without the approval of the Employer/Engineer in writing.

64. The Apprentices Act 1961

64.1. The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

- a) Workmen Compensation Act 1923: -The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer.

- f) The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- g) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- h) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- i) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- j) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- k) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- l) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- m) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- n) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- o) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- p) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- q) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

65.1. The Contractor should obtain the license under the provision of the contract labour (Regulation and Abolition) Act. 1970 and the contract labour (Regulation and Abolition) General Rules, 1971 including the provisions of amendments vide govt. (West Bengal) Notification No. 10134 / IW / II – 1675 dated 24th of October. 1975 and submit the same to the office of WBIDC latest before commencement of the work.

66. Loss And Damage

66.1. Neither the department nor the Engineer-in-Charge or his representative shall be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof or to any of the materials or other things used in performing the work, or for injury to any person, either a workman or any member of the public, or for damage to any property for any cause which might have been provoked by the Contractor. The Contractor shall properly guard against all these injuries or damages to persons or property resulting from his operations under this contract at any time before issuance of the certificate of completion and maintenance. He shall indemnify and save harmless the Department from all suits or actions of every description brought for, or on account of, any injury or damage received or sustained by any person or persons by reason of the construction of the work, negligence in guarding the same, the use of improper materials or of any act of omission or deviation from the contract.

67. Clearance of Site on Completion

67.1. On the completion of the works (as per Scope) the Contractor at his cost shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind, and level the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer-in-Charge.

67.2. The Contractor at his cost shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

68. Accident or Injury to Workmen

68.1. The Employer shall not liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-contractor, have and except any accident or injury resulting from any act or default of the employer, his agents, or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

69. Insurance against Accident etc. to Workmen:

69.1. The Contractor at his cost shall insure against all liabilities indicated in clause 40, 41 and 42 with an insurer approved by the Employer, and shall continue such insurance during the whole of the time that any person is employed by him on the works and shall, when required, produce to the Engineer-in-Charge or his representative such policy of insurance and the receipts for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Engineer-in-Charge when required, such policy of insurance and the receipt for the payment of the current premium.

70. Inspection Facilities

70.1. The Contractor shall provide necessary facilities for inspection of work for quality control by the Engineer for the purpose and carrying his instructions as may be recorded in writing in Site Order Book.

SECTION-6

Technical Specifications

1. Work under this scope shall be carried out strictly in accordance with specifications attached and all relevant latest Indian standards, National building code (NBC) and any other statutory bodies.
2. Items not covered under these specifications shall be carried out as per specifications of the latest Indian standards, National building code (NBC) with latest amendments as applicable in the contract.
3. In the event of the works not covered by Indian standards, British / American Standards shall be followed.

SCOPE OF WORK

A. SCOPE OF WORK

SI No	Item Description	Unit	QUANTITY								Total Qty.
			P. House	S/Stn Bldg	Canteen Bldg	B.Wall & Gate	SDF Bldg	C.F.B	Security Room	Parking pathway	
1	Removing loose scale, blister etc from old paint surface and thoroughly smoothing the surface to make the same suitable for receiving fresh coat of paint.	Sqm	960	1510	2750	3080	34000	18600	1095	150	62145
2	Rendaring the surface of wall and ceiling with white cement based water proof wall putty of approved make and brand (1.5mm thick)	Sqm	0	0	50	0	550	750	100	0	1450
3	Applying interior grade Acrylic primer of approved quality and brand on plaster or concrete surface old or new surface to receive Distemper/Acrylic Emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of E.I.C.(In ground floor) Two coats . Water based Interior grade acrylic primer.	Sqm	670	950	1450	0	21000	14000	520	0	38590
4	Applying Exterior grade Acrylic primer of approved quality and brand on plaster or concrete surface old or new surface to receive decorative texture (matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of E.I.C.(In	Sqm	290	560	1300	3080	13000	4600	575	150	23555

SI No	Item Description	Unit	QUANTITY								Total Qty.
			P. House	S/Stn Bldg	Canteen Bldg	B.Wall & Gate	SDF Bldg	C.F.B	Security Room	Parking pathway	
	ground floor). Two coats .										
5	Applying acrylic emulsion paint of approved make and brand on walls and ceiling including sand papering in intermediate coats including putty. Two coats. Luxury quality. (Interior)	Sqm	670	950	1450	0	21000	14000	520	0	38590
6	Protective and Decorative Acrylic exterior emulsion paint of approved quality, as per manufacturer specification and as per direction of E.I.C. to be applied over acrylic primer as required.The rate including cost of material labour scaffolding and all incidental charge but excluding the cost of primer. In ground floor (two coats). Super protective 100% acrylic emulsion paint.	Sqm	290	560	1300	3080	13000	4600	575	150	23555
7	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surface by sand papering.	Sqm	110	255	190	1250	2200	750	52	20	4827
8	Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc including using of approved putty etc on the surface , if necessary. On steel or other metal surface. With super gloss(HI gloss). Two coats (with any shade except white).	Sqm	110	255	190	1250	2200	750	52	20	4827
9	Red oxide wash of approved shade including cleaning and smoothening surface thoroughly (without specific permission from the Engineer-in-charge this item of work must not be done on an old painted surface which has not received such red oxide wash before). External surface (Ground floor). Two coats on new work only.	Sqm	0	0	0	0	90	1250	50	1005	2395

SI No	Item Description	Unit	QUANTITY								Total Qty.
			P. House	S/Stn Bldg	Canteen Bldg	B.Wall & Gate	SDF Bldg	C.F.B	Security Room	Parking pathway	
10	Painting with ready mixed black japan of approved make and brand including smoothing the surface. Two coats.	Sqm	30	60		100	70	70	70	50	450
11	M.S. works in brackets made from flats, angles, tees etc. to sizes specially bent ,twisted forged, making holes drilled and fitted to rafter of trusses with necessary bolts nuts washer or screw etc.	Qntl				10					10
12	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and racking out joint including throating noasing and deep course scaffolding/staging where necessary. 1:4 ceent mortor . 20mm thick plaster.	Sqm				65					65
13	Supplying, fitting galvanised 3 ply 12 gauge / 4 points line of barbed wire in fencing (holes already made in the body of the post) or fixed by staples tightening and fixing the wires in taut condition with straining bolts including the cost of cutting and of lapping joints in the wire as necessary but excluding the cost of galvanised staples, straining bolt and binding Burbaid wire wheare necessary	rm	Total Quantity = 3 lines x 1000 = 3000.00						3000		3000
14	Providing and fixing double scaffolding system (cup lock system) on the exterior side up to any height made with 40mm dia MS tube 1.50 mm centre to centre horizontal & vertical tubes joining with 40mm diaMS tubes joining with cup and lock system with MS tubes challies, MS clamps and MS staircase system in the scaffolding for working platform e.t.c and maintaining it lin a serviceable condition for the required duration as approved and removing it thereafter. The scaffolding system shall be stiffened		Total length of periphery of SDF Building = 4x 45.30 = 181.20 mtr. Total height of Building = 30.0 mtre. Therefore, Total quantity = 181.20 x 30.00 = 5436.000 sqm.								5436

Sl No	Item Description	Unit	QUANTITY								Total Qty.
			P. House	S/Stn Bldg	Canteen Bldg	B.Wall & Gate	SDF Bldg	C.F.B	Security Room	Parking pathway	
	with bracings, runners, connection with the building e.t.c wherever required for inspection of work at required location with essential safety feature for the workmen e.t.c. complete as per direction and approval of Engineer In charge. The elevational area of of the scaffolding shall be measured for payment purpose. The payment will be made once irrespective of duration of scaffolding. [For only SDF Building periphery]										

SPECIFICATION FOR GENERAL CIVIL ENGINEERING WORKS.

1. REQUIREMENTS:

1.1. Application of specification and item of work:

This specification forms part of the contract and shall be read in conjunction with other documents forming the contract, viz. Notice inviting Tender (N.I.T.), conditions and requirements of tendering, Scope of work and technical information, General conditions of contract, General and Technical Specification, drawings and schedule of probable items of works.

The offered rates must cover the cost of all materials, all taxes & duties in vogue, labour, tools, machinery, plant, explosives, scaffolding, staging, shoring, props, bamboos, ropes templates, pegs, and all appliances and operations whatever necessary for efficient execution and completion of the work.

All works are to be executed in accordance with descriptions in the schedule of item of works along with the specifications, terms, conditions provided elsewhere in the tender documents.

Item of works and their details, which are not covered by this specification, shall be carried out as per those of P.W. Department, Govt. of West Bengal.

Manner of works not included above, should be carried out as per relevant provisions of I.S. specifications and code of practice and as per manufacturer's specification (where ever necessary).

The overall outline of works to be done by the contractor and the detail has been mentioned in the item of works in the schedule and in the specification, drawing and elsewhere in the tender documents. Each scheduled item has to be carried out and completed by the contractor at the accepted rate covering the full extent outlined in the schedule and specification and not withstanding any omission in mentioning of supply and execution of such component of works except in special case specifically mentioned. Items indicated in the schedule are exhaustive. Yet if there by any short fall felt by the tenderer he may include the same while quoting his rate so as to make the item complete in all respect for successful completion of the work.

The contractor's works shall be guided by the total requirement briefly outlined and shall include additional works other than those component of works mentioned in the item to complete the work. The tenderer or the contractor has to completely execute the full requirements ensuring performance guarantee of each component of the works, equipment and machinery so that all the individual components are brought up to the optimum condition for sustained and satisfactory operation individually and collectively.

1.2. Site Condition:

The contractor is to visit the site and ascertain local conditions, traffic restrictions, and obstructions in the area before submission of tender paper to satisfy himself.

1.3. Setting out and leveling:

The contractor is to set out and level the works, and will be responsible for the accuracy of the same; he is to provide all instruments and proper qualified staff required for checking the contractor’s work.

1.4. Safety Code:

The contractor shall take adequate precaution to provide complete safety for prevention of accidents on the site.

1.5. Keeping works free from water:

The contractor shall provide and maintain at his own cost, electrically or other power driven pumps and other plant and equipment to keep the site and foundation pits and trenches free from water and continue to do so till the site is handed over to the complete satisfaction of E.I.C.

1.6. Clear Site:

The site during the execution of works should have sober and tidy appearance with everything necessary for the work neatly and systematically arranged.

The contractor at his own cost shall clear the site of all trees, roots and obstructions. Where excavation is required, that should be done strictly upto the required level. Any surplus earth should be spread over the low lands or used in earth filling works for development of site.

After the completion of the work, the entire site shall be cleared satisfactorily with (a) all pits, diggings and trenches properly filled up (b) all surfaces adequately dressed (c) all surplus materials, sheds, tents and all other ancillaries removed from the site at his own cost.

1.7. Bench Marks and Ground Water Gauges:

The contractor shall establish and protect surveyor’s benchmarks and base line marks from damage or movement during work at his cost.

1.8. Inspection:

The contractor shall inspect the site of work and ascertain site conditions and the nature of soil to be excavated.

1.9. Contractor’s Staff:

The contractor must provide at all times efficient staff of trustworthy, skillful and experienced assistants capable of carrying out the work in accordance with the drawings and specifications and to correct levels.

1.10. Measurement of Work :

The CONTRACTOR shall be available at site at all reasonable times to take joint measurement of work done for the purpose of payment and shall also provide without any extra charges, the necessary measuring instruments and men.

1.11. List of I.S. Code of Practices :

A list of important Indian Standard is given which does not cover all the relevant sides of practices. Wherever reference towards the Indian standards mentioned below or otherwise appears in the specification, it shall be taken as reference to the latest version of the standard.

SL. NO	IS NO.	DESCRIPTION
1	IS-8142 : 1976	Tests for setting time of concrete.
2	IS-516 : 1959	Tests for strength of concrete.
3	IS-9013 : 1978	Tests for compressive strength.
4	IS-4031	Tests for cement.
5	IS-1786 : 1985	High yield strength deformed bar (Grade Fe 500) & Tor steel reinforcement.
6	IS-2751 : 1966	Welding of reinforcement.

SL. NO	IS NO.	DESCRIPTION
7	IS-2502 : 1963	Bending & fixing of bars for concrete reinforcement.
8	IS-9077 : 1979	Corrosion protection of steel reinforcement in R.C.C. structure.
9	IS-2062 : 1992	Structural steel.
10	IS-2062 (Grade-A)	Low Carbon structural steel.
11	IS-800 : 1984	Use of structural steel in general building construction.
12	IS-808 : 1989	Rolled Steel Beams, Channels and angles.
13	IS-1038 : 1983	Steel doors, windows & Ventilators.
14	IS-780 : 1984	Sluice valves for water works purposes. (Small dia-50 mm to 300 mm size).
15	IS-2906 : 1984	- Do - (Higher dia-350 mm to 1200 mm size).
16	IS-3950 : 1979	Surface boxes for sluice valves.
17	IS-13095 : 1991	Butterfly valves for general purposes.
18	IS-12969 : 1990	Method of test for quality characteristics of valves
19	IS-12992 : 1993	Spring loaded safety relief valves.
20	IS-5312 : 1984	Swing check type reflux valves
21	IS-3042 : 1965	Single faced sluice gate (200 mm – 1200 mm).
22	IS-1661 : 1972	Cement & Cement lime plaster finishes.
23	IS-782 :1978	Caulking Lead.
26	IS-11606	Methods for sampling of C.I. Pipes & Fittings.
27	IS-10221 : 1982	Coating & wrapping of underground mild steel pipe lines.
28	Is-2911 : 1979 (Part-I Section –2)	Design & construction of bored cast in situ concrete piles.
29	IS-2911 : 1985 (Part –4)	Load test on piles.
30	IS-816 : 1991	Use of metal is welding for general construction in mild steel.
31	IS-1024 : 1979	Welding in bridge and structure subject to dynamic loading.
32	IS-822 : 1970	Procedure for inspection of welds.
33	IS-814 : 1991	Electrodes for manual metal arc welding.
34	IS-3950 : 1979	Surface boxes for sluice valves.
35	IS-5312 (Part-I) : 1984	Swing check type reflux (non-return) (single door) valves.
36	IS-5312 (Part-II) : 1986	-do- (Multi door pattern)
37	IS-5822 : 1994	Laying of Electrically Welded Steel Pipes for water supply.
38	IS-823	Procedures for manual are welding of mild steel.
39	IS-4353	Submerged Arc Welding of Mild Steel and Low Alloy Steels.
40	IS-73-07 (Part – I)	Approved tests for welding procedures (fusion welding of steel)
41	IS-7310 (Part – I)	Approved tests for welders working to approved welding procedure (Part I: fusion welding of steel).
42	IS-2595 : 1978	Code of practice for radiographic testing.
43	IS-4853 : 1968	Recommended practice for radiographic examination of fusion welded circumferential joints Steel Pipes.
44	IS-1182 : 1967	Recommended practice for radiographic examination of fusion welded butt joints.
45	SP-34	Hand book of concrete Reinforcement and detailing.
46	SP-23	Hand book of concrete Mix Design.
47	IRC-SP-63	Guideline for use of interlocking concrete block pavement.

All relevant IS code mentioned in the Tender Document to be followed as per latest edition/ addendum.

2. **Materials to be Supplied by Contractor**

The contractor shall supply all materials required for successful completion of the work. The quality of such

materials as stated above shall conform to the requirements of the BIS (Bureau of Indian Standard), P.W.D. or any other approved standard specification. In all cases, the latest modification or revision of such specifications will be applicable for use.

All sampling, testing and transportation of such materials shall take place under the direction of the Engineer-in-Charge at the testing laboratory as may be designated by the Department at the cost of the Contractor. Tests will be made in accordance with the standard methods of testing of the I.S. or other standard specifications. The Engineer-in-Charge has full power to reject or condemn any workmanship or materials that he may deem unsuitable.

All materials not conforming to the requirements of these specifications shall be considered as defective and shall be rejected for use and shall be removed by the Contractor from the site of the work within 24 hrs. at his own cost.

In case of non-compliance with such orders, the Engineer-in-Charge shall have the full authority to cause such removal at the cost and expense of the Contractor and the contractor shall not be entitled to any loss or damage on that account. The Engineer-in-Charge will have full right to inspect the store of materials supplied by the Contractor for the use of this contract work.

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer-in-Charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-Charge may direct at the place of manufacture or fabrication, or on the site or at such other place or places as may be specified in the contract, or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Engineer-in-Charge, be it at site or at the manufacturer/Vendor's premises. Contractor will have to procure materials from manufacturers Vendor as may be approved by the E.I.C. No variation will be allowed Contractor will have to furnish original documentary evidence of procurement of the materials from the specified agencies along with their Certificate of Guarantee/Warranty along with two sets of photocopy of the same to the EIC before release of payment. The EIC will keep one set of photo copy with him and send the other set to the Superintending Engineer after due authentication by him. The original document will be returned to the contractor thereafter by the EIC.

In any case if Department will inspect solely than the charges of inspection @ 5% of the cost of materials to be deducted from his Bills. In this regard decision of E-I-C will be final & binding.

Cost of samples – all samples of materials as may be required by the Engineer-in-Charge shall be furnished by the Contractor at the cost and expense of the Contractor.

If the rate for completed items of work are inclusive of supply of stone materials, the Contractor shall arrange for procurement of such stone materials required for the work by his own resources and it shall be clearly understood that the Department Shall not sponsor any traffic movement by wagon for stone materials. The Contractors are therefore, required to quote their rates considering the above situation and no claim whatsoever on this account shall be entertained by the Department.

3. Safety Measures and Public Convenience

The Contractor shall in the course of execution of the work take all necessary precautions for the protection of all persons and property at his cost. The entire site of works shall be well illuminated from sunset to sunrise at his cost.

The Contractor shall take adequate measures to protect the work and prevent accidents during the Project work and prevent accidents during the construction. He shall provide and maintain temporary side-walks access to construction site and where necessary, danger signals, Road closed sign, watchman and necessary appliances for properly safeguarding life and site of work for safety. The lamp must kept bit from sunset till at least one hour after sunrise. He shall protect; all excavations equipment and materials with barricades and danger signals so that no life may be endangered. The contractor shall in include all costs for these works within his rates and no extra claim whatsoever on this account will be entertained.

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to the other users and contractors in adjacent site. He shall have under construction not more than such amount of work as he can handle properly with due regard to the right of others.

4. **First-Aid Facilities**

The Contractor shall provide at his own cost for medical attention to be promptly available when necessary. He shall for this purpose provide a number of First-Aid stations at suitable location within easy reach of the workmen and other staff engaged in the Works. Each First-Aid station shall be properly equipped and will remain in charge of a suitably qualified person. The Contractor shall also provide for transport of serious case to the nearest hospital. All these arrangements shall be to the approval of the Engineer-in-Charge.

The Contractor shall provide, to the satisfaction of Govt. or Local Authority concerned, adequate medical attendance for his employees and labours.

5. **Construction Records**

The Contractor shall keep and supply to the Engineer-in-Charge the up-to-date records of the dimensions and positions of all permanent works (showing therein any approved deviation between the drawing and the work as actually executed).

6. **Insurance against Accident etc. to Workmen:**

The Contractor at his cost shall insure against all liabilities indicated in clause 40, 41 and 42 with an insurer approved by the Employer, and shall continue such insurance during the whole of the time that any person is employed by him on the works and shall, when required, produce to the Engineer-in-Charge or his representative such policy of insurance and the receipts for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Engineer-in-Charge when required, such policy of insurance and the receipt for the payment of the current premium.

7. **Testing & Testing Equipment**

Testing of materials to be used in the permanent work or of the quality of finished items shall have to be done from laboratory (approved by the E.I.C) at the expense of the Contractor.

8. **Completion Certificate:**

The Engineer-in-Charge will issue certificate of completion of work when all works itemized in the Schedule of work and the entire work as per drawing or otherwise undertaken have been completed in all respect and Maintenance period will start from the date of issue of completion certificate.

The Final Bill for the work shall be paid by EIC on completion of work in all respect including submission of the following documents by the Contractor in quadruplicate.

- a. Material reconciliation statement.
- b. Still photographs of work execution.

9. **Safety Requirements:**

CONTRACTOR shall use safety belts, whenever his workmen work at a high altitude to avoid risk of any accident or fall Hard Top Hats to be used by the CONTRACTOR's workmen at the places wherever required.

First Aid and other medical facilities to be provided at the work site by the CONTRACTOR.

CONTRACTOR's personnel working at site should have Identity Badges during their stay inside the plant. Prior approval of identity badges or cards by Engineer-in-Charge shall be obtained by the CONTRACTOR.

The CONTRACTOR shall take all precaution for work safety and to prevent accident to men working under him or to other CONTRACTOR's working at site.

10. **Approval Of Materials:**

Sample of materials in sufficiently large quantity with descriptive data thereof shall be furnished by the contractor to the Engineer-in-charge well before the collection of such materials and equipments so as

to permit inspection, testing and approval. The sample shall be properly marked to show the name of the materials, name of manufacturer, place of origin and item for which it is to be used. After approval, the sample shall be available for inspection at all time.

Third party inspection of such materials has to be arranged by the agency as per direction of E.I.C.

11. **Storage of Materials:**

Agency has to arrange for storage of materials at the site at his own cost. Storage should be in such a way that any personnel of the WBIDC/PMC can access & check the quality of materials during the work.

Section 8

As per BOQ quantity

DIFFERENT FORMS INCLUDING FORM OF BID**Draft Contract Agreement**

THIS AGREEMENT (“Contract Agreement”) is made on the _____ day of, 2018 at Kolkata.

BETWEEN:

West Bengal Industrial Development Corporation Limited, (Govt. of West Bengal undertaking), (hereinafter referred to as “WBIDC”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office and assigns) of One Part

AND

..... LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Contractor”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office) of the Other Part.

Whereas the WBIDC has invited e-Tender, e-Tender Reference No. : WBIDC/IP/MK/ PAINTING /01 for the work “Selection of contractor for Painting and allied works at SDF Building , CFB Building , Pump House, Canteen Building , Sub-Station Building , Boundary Wall, Parking Area etc. including twelve (12) months defect library period.at Manikanchan Special Economic Zone, Block – Cn1, Sector V, Salt Lake City Kolkata 700 091.

AND WHEREAS the Contractor in Pursuant to that advertisement has participated in the tender process and thus become a successful bidder accordingly and has agreed to execute upon and subject to the conditions set forth herein and Schedule of items and quantities, General Conditions of Contract, Special Conditions of Contract including all other conditions as mentioned in the tender document, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as “the said conditions”) the work shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of Rs..... (Rupees.....only) as therein arrived at or such other sum as shall become payable there under (Hereinafter referred to as “the said Contract amount”)

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said conditions execute and complete the work show upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The WBIDC shall pay the Contractor the said amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said conditions and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
4. Following documents mentioned herein shall form and part this contract:
 - a) e-Tender Document vide ref. No. Date
 - b) Section–1:List of Important Dates, Press Notice, Notice Inviting e-Tender (NIeT)
 - c) Section – 2: Background Information
 - d) Section – 3: Instructions to Bidders (ITB)
 - e) Section – 4: Qualification Information
 - f) Section – 5: General Conditions of Contract
 - g) Section – 6: Technical Specifications
 - h) Section – 7: Tender Drawings
 - i) Section – 8: Bill of Quantities
 - j) Section –9: Different Forms including Form of Bid

k) Work Order vide ref. no. Date

l) Any other documents related to this Tender Purpose.

5. The WBIDC reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
6. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within fourteenth days from the date of issue of formal work order/ LOA whichever is later as provided for in the said conditions and to complete the Annual Maintenance Work for 12 months.
7. All payments by the WBIDC under this contract will be made at Kolkata and 30 days from receipt of the bill.
8. In case of any dispute by and between the contracting parties the same shall be referred to the Managing Director of WBIDC whose opinion shall be prevailed as final and binding on all the parties and shall be subject to Kolkata jurisdiction only.
9. The various clause & sub-clause of the tender document along with its annexures and modifications made thereon by WBIDC 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.
10. That the several parts of this contract have been read by the contractor and fully understood by the contractor.

In witness whereof the Employer and the contractor have set their respective hands to those presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf or the day and year first herein above written.

Signed on behalf of WBIDC

by its duly authorized official

In the presence of:

1. Signature_____

Name with address_____

2. Signature_____

Name with address_____

Signed on behalf of the Contractor

In the presence of:

1. Signature_____

1. Name with address_____

2. Signature_____

Name with address_____

FORMAT OF BANK GUARANTEE AS PERFORMANCE /SECURITY DEPOSIT

To

_____ (Name of the Employer)

_____ (Address of Employer)

WHEREAS _____ (Name and Address of Contractor)

(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated

_____ to execute _____ (Name of Contract and brief description of works)
herein after “The Contract.”

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up-to a total of _____ (amount of guarantee) _____(in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed hereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period of 1 year after intended completion date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Form of Bid

Form - III

Notes on Form of Bid
The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To

[Name of Employer]

Authorised Address of communication:

Telephone No. (s): Office:.....

Mobile No.

Facsimile (FAX) No.

Electronic Mail Identification (E-mail ID).....

Description of the Works: _____

1. I/We offer to execute the works described above and remedy any defects therein, in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for Item Rate Contract of Total Bid Price of Rs. _____ (BOTH IN FIGURES AND WORDS).
2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
3. This Bid (including all amendments and minutes of pre-bid meeting) and your written acceptance of them shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any Bid you receive.
5. We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Instructions to Bidders (ITB).

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

APPROVED VENDOR LIST

A tentative approved Vendor List is appended below. However, WBIDC may change details at a later date if required and the successful Bidder shall abide by the same.

A. CIVIL

SL. NO.	EQUIPMENT VENDORS	NAME OF VENDORS
1.	PAINT	ASIAN / BERGER / J & N / NEROLAC/DELUX

Note: - Any other make not mentioned above in the vendor's list may be added at a later date if required, subject to approval of WBIDCL.