



**West Bengal
Industrial Development
Corporation**

TENDER DOCUMENT
FOR

**CREATION OF LANDSCAPING AND BEAUTIFICATION
WORK AT VIDYASAGAR INDUSTRIAL PARK, KHARAGPUR**

E –Tender Reference No. – WBIDC/VIP/LANDSCAPE/2023-2024

**West Bengal Industrial Development Corporation Limited
(A Government of West Bengal Undertaking)
23, Abanindranath Tagore Sarani (Camac Street),
Kolkata-7000017**

Disclaimer

1. The information contained in this Tender("NIT") document provided to the Bidder(s), by or on behalf of WBIDC or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.
2. The purpose of this NIT document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This NIT document does not purport to contain all the information each Bidder may require. This NIT document may not be appropriate for all persons, and it is not possible for WBIDC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this NIT document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this NIT document and where necessary obtain independent advice from appropriate sources WBIDC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the NIT document.
3. WBIDC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT document or may reject the proposal.
4. 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.

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SECTION - I

E-Tender Reference No. WBIDC/VIP/LANDSCAPE/2023-2024

List of Important Dates

1. Name of work : Creation of landscaping and beautification work at Vidyasagar Industrial Park, Kharagpur.
2. Time Period : 6 months
3. Date of issue of Notice Inviting Bid : 20.09.2023
4. The total Tender Document can be downloaded from the e-procurement portal <https://wbtenders.gov.in>
5. Time and Date of Pre-Bid Meeting : 26.09.2023 at 12.00 hours
6. Venue of Pre-Bid Meeting : Place: WBIDCL Office
23, AbanindranathTagore Sarani (Camac Street),
Kolkata-700017
7. Bid submission start date (On line) : 21.09.2023 at 11.00 hours
8. Bid Submission closing (On line) : 11.10.2023 at 11.00 hours
9. Time and Date for opening Technical Bid/Bids : 13.10.2023 at 11.00 hours
8. Date for opening of Financial Bids : will be intimated latter to the technically qualified bidder
9. Last date of Bid validity of bid : One Twenty (120) Days from the last date submission

Press Notice

E-Tender Reference No. WBIDC/VIP/LANDSCAPE/2023-2024

The Managing Director, West Bengal Industrial Development Corporation Limited (WBIDCL) invites item rate e-tenders from renowned and eligible Service Providers for undertaking the following work:

1.	Place : Kharagpur, West Bengal
2.	Name of work: Creation of landscaping and beautification wok at Vidyasagar Industrial Park, Kharagpur.
3.	Earnest Money : 800000.00
5.	Duration of Contract: 6 months from the issuance of work order.
6.	The total Tender Document can be downloaded from the e-procurement portal https://wbtenders.gov.in/nicgep/app from
7.	Time, Date and Place of Pre-Bid Meeting: 12P.M, 26.09.2023 at WBIDCL Office 23,Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017
8.	Last date and time for submission of Online Tender : 11.10.2023 at 11.00 hours

By Order
Managing Director, WBIDC

NOTICE INVITING e-TENDER

E-Tender Reference No. WBIDC/VIP/LANDSCAPE/2023-2024

Sealed item rate e-tenders are invited on behalf of WBIDC by Managing Director, WBIDC, PROTITI, 23, Abanindranath Tagore Sarani, Kolkata – 700 017 for the following work:

1.	Name of work	Creation of landscaping and beautification work at Vidyasagar Industrial Park, Kharagpur, West Bengal
2.	Location of work	Vidyasagar Industrial Park, Kharagpur
3.	Job Description	Landscaping and beautification work in utility area/I-land within Vidyasagar Industrial Park, Kharagpur.
	Estimated cost of the Work	Rs.3,91,60,200.00 (Including taxes)
4.	Duration of work	6 months from the date of issuance of Work Order
5.	Qualification criteria	<p>The bidder must be a reputed and reliable Service Provider having the following credentials:</p> <p>a) The agencies submitting the quotation must have an experience of one similar work in this type in the last 3 (Three) years.</p> <p>b) Bidder should not be black listed with any Govt./semi Govt./Statutory bodies/Organizations.</p> <p>c) The bidder must have an organizational set up consisting of qualified Maintenance Officers.</p>
6.	Earnest Money	<p>Rs. 8,00000.00 through RTGS/NEFT, the details of which is as follows : Account Name: WBIDC Ltd-Project Account Number : 50200084906671 Bank's Name : HDFC Bank. Branch Name : Ballygunge Circular Road IFS Code : HDFC0007416 The scanned copy of the RTGS/NEFT details must be uploaded at the time of submission of bid through e-tender.</p>
7.	Availability of Tender Documents	Tender documents will be available w.e.f. 20.09.2023 from the e-procurement portal www.wbtenders.gov.in .
8.	Site Visit	Bidders are advised to visit the site before submission of bid.
9.	Pre-Bid Meeting:	26.09.2023,12.00 P.M at WBIDCL Office at 23,Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.

10.	Submission of tender	Bidding documents, digitally signed by authorized person of the bidder, must be uploaded online after and must be uploaded on or before 11.10.2023 at 11.00 Hrs. (as per server clock).
11.	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement portal www.wbtenders.gov.in . 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	13.10.2023 , 11.00 hrs (as per server clock). Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.
13.	Date and Time of Opening of Financial Bid	Date and time of opening of Financial Bids will be intimated later.
14.	Validity of the bid	One twenty (120) days from the date of submission of tender.
15.	Taxation	Taxes on materials and/or finished work like work contract tax etc. 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 whatsoever in this respect.

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.

Managing Director
West Bengal Industrial Development Corporation Limited

Section II
Instructions to Bidders (ITB)

A. General

Introduction

WBIDC developed the multiproduct Industrial Park with all modern infrastructures at Vidyasagar Industrial Park, Kharagpur. The park has entry from three different sides i.e. NH-60, NH-6 and Orissa Trunk Road. WBIDC has already prepared architectural gates at two entry points (Orissa Trunk Road & NH-60).

1. Scope of Bid

The Employer – “Managing Director, West Bengal Industrial Development Corporation Limited” invites tender for “**Creation of landscaping and beautification work at Vidyasagar Industrial Park, Kharagpur, West Bengal**”

- 1.1 The successful Bidder will be expected to complete the Works within 6 (six) month from the issue of the Work Order.
- 1.2 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/ tender, bidding/tendering, etc.) are synonymous.

2. Eligible Bidders

- 3.1 This Invitation for Bids is open to all eligible and renowned bidders who have previous experiences of successfully completing similar nature of Works.
- 3.2 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 by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

- 4.1 All bidders shall upload all the information as requested in Section 3, Qualification Information along with the Technical Part and Form of Bid along with the financial part of the Bid Document.
- 4.2 All bidders shall include the following information and documents with their bids in Section 3., 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) Experience in works of a similar nature and size for each at least in the last 3(three) 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) 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
- (e) details of the technical personnel proposed to be employed for the Contract
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past 3 (three) years;
- (g) an undertaking that the bidder will be able to invest the Contract Price of works, during the implementation of the works;
- (h) evidence of access to line(s) of credit and availability of other financial resources/ facilities of the contract value certified by banker (the certificate being not more than 3 months old.)
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (k) the proposed construction/ execution activity bar –chart from the start of work up to completion of the work, backed with equipment and material planning and deployment, duly supported with 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.

4.3 A To qualify for award of the Contract, each bidder should have in the last three years:

- i) A minimum average yearly turnover of at least the value of estimated cost during last three (3) years and net worth in each of last three financial years must be positive. Balance sheets and profit & loss statements of last three years to be submitted as a proof.
- ii) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, ii) Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer. Payment certificate will not be treated as credential

Documentary Evidence in Support of the above should be submitted.

4.4 B (a) Each bidder must produce:

- (i) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (ii) Professional Tax clearance Certificate/ Sale Tax Clearance Certificate
- (iii) Valid License regarding engagement of workers from labour department, Govt. of WB.
- (iv) PAN
- (v) GST payment certificate
- (vi) PF and ESI registration no.
- (vii) Trade license
- (viii) Copies of Income Tax Return filed in previous three Financial Years
- ix) Power of Attorney (For Partnership Firm / Pvt. Ltd. Company, if any)
- X) Registered deed of partnership firm / Article of Association & Memorandum
- XI) Registration certificate under Companies Act, if any
- xii) Balance sheet last three years

(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 required for establishing field laboratory to perform the mandatory tests
- (ii) availability of technical personnel for construction work 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 4.2(g) above.

4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4.6 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 in completion, litigation history, or financial failures etc.

5 One Bid per Bidder

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.

6 Cost of Bidding

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.

7 Site Visit

- (i) 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 and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- (ii) For site visit or for any clarifications relating to this Tender Document, the bidder may contact the person(s) whose contact details are given below:

Mr. Soumitra Sen
Advisor (Project), WBIDC
Phone no. 033-22553838

Ms. Subrata Chanda
Executive Assistant (IP&P)
Phone No. 033-22553866

B. Bidding Documents

8 Content of Bidding Documents

- 8.1** 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 prescribed 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.

8.2 PREQUALIFICATION PROPOSAL

Technical Proposal :

The Technical Proposal should contain scanned copies of the following in three cover folders:

a. Statutory Cover containing the following digitally signed documents :

1. Tender Document
2. Tender Drawings
3. Addenda issued in accordance with Clause 10 of ITB
3. RTGS/NEFT Details for submission EMD.

b. Non Statutory cover containing the following digitally signed documents :

Sl. No.	Category Name	Sub category Description	Details
1.	Qualification Information	Section 3 of NIT	Form given in Section 3 is to be filled up, duly signed and stamped
2.	Certificate	As per Clause 4.4 B(a)	(i) An affidavit that the information furnished with the bid documents is

Sl. No.	Category Name	Sub category Description	Details
			<p>correct in all respects; and</p> <p>(ii) Professional Tax clearance Certificate/ Sale Tax Clearance Certificate</p> <p>(iii) Valid License regarding engagement of workers from labour department, Govt. of WB.</p> <p>(iv) PAN</p> <p>(v) PF and ESI registration no</p> <p>(vi) Trade license</p> <p>(vii) ITR filed in previous three Financial Years</p> <p>(viii) GST payment certificate</p>
3.	Credentials	As per Clause 4.3 A (b)	<p>a) i) Intending tenderers should produce</p> <p>b) similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, ii) Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer. Payment certificate will not be treated as credential</p>

Sl. No.	Category Name	Sub category Description	Details
			c) Experience or credential of similar type work for Govt. of West Bengal or Central Government/ Central Autonomous Bodies/ State Govt./ Central Public Sector Undertakings/ Corporate Bodies of repute
4.	Financial Information	As per Clause 4.3 A (a)	i) A minimum average yearly turnover of at least the value of estimated cost during last three (3) years and net worth in each of last three financial years must be positive. Balance sheets and profit & loss statements of last three years to be submitted as a proof.

c. **Additional Information** : Documents in favour of any additional information required in NIT.

Financial Proposal :

The Financial Proposal contains the following documents:

- (i) Form of Bid as specified in Section 6;
- (ii) Priced bill of quantities for items (filled in BOQ).

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

The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms and specifications, bill of quantities, 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 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 A 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.

9.2.1 The bidder or his authorized representative may enquire regarding this tender over phone on 21/09/2023 at WBIDCL office at 3 pm onward.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by mail so as to reach the Employer not later than 48 hours before the meeting.

9.2.4 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 Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by uploading the addenda in the website.

10.2 Any addendum thus uploaded shall be part of the bidding documents

11. Language of Bid

11.1 All documents relating to the Bid shall be in English

12. Documents Comprising the Bid

12.1 The following documents, which are to be 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 (if any)

13. Bid Prices

13.1 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.

13.2 The rates quoted by the Contractor shall be deemed to be inclusive of all taxes of Central and State Governments, local bodies and authorities.

13.3 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.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid

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

15. Bid Validity

15.1 Bids shall remain valid for a period **120 (one twenty) days** after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 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 may refuse the request without forfeiting his Earnest Money. 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 his Earnest Money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Earnest Money

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, for an amount ₹800000.00/-

16.2 ₹800000.00/- (**Rupees Eight Lakh**) only to be submitted only through online during submission of bid. The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e-tender. The bid stands cancelled in its entirety if the **EMD** is not provided.

16.3 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.

16.4 The Earnest Money of unsuccessful bidders will be returned after the end of the Bid validity period specified in Clause 15.1 of ITB as per e-tender portal norms.

16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 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 25
- 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.

17. Alternative Proposals by Bidders

Bidders shall submit offers that comply with the requirements of the bidding documents.

17.1 Alternative proposals will be rejected as non-responsive.

18. Format and Signing of Bid

18.1 The Bidder shall submit online one set of the bid comprising of the documents as described in Clause 12 of ITB.

18.2 The Bid shall be typed or written in indelible ink and shall be 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.

18.3 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, writing the correction and initialing and dating it by the person or persons signing the Bid.

19. Submission of Bids

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

20. **Deadline for Submission of Bids :** The last date of uploading of Bid is 11.10.2023 at 11.00 hrs, (as per server clock).

21. **Late Bids:** Bids after the last date of submission cannot be uploaded.

22. Bid Opening and Evaluation

22.1 Technical proposals will be opened by the Tender Inviting Authority or authorized representative electronically from the website stated as above.

22.2 Technical proposals for those bidders whose EMD have been received will only be opened.

22.3 Proposals from bidders who's EMD has not been received, will not be opened and will stand rejected.

22.4 Evaluation parameters:

Sl no	Parameter	Max score	Score Details Breakup
i.	Agency's Financial capabilities	30	Average annual turnover in last 3 financial years: Up to 7 crore – 10 marks >7 Crores <= 10 Crores – 20 marks >10 Crores – 30 Marks

ii.	Experience or credential of similar type work for Govt. of West Bengal or Central Government/ Central Autonomous Bodies/ State Govt./ Central Public Sector Undertakings/ Corporate Bodies of repute	30	The company /agency having experience of executing similar type of works in last 5 years- >=3 projects- 30 marks >=2 projects- 25 marks >=1 project- 20 marks
iii.	Operational Methodology	40	Presentation should include a detailed approach and methodology, including execution plan to be submitted with technical bid.
Total (i+ii+iii)		100	

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model given above.

a. 60% weightage will be awarded for Technical Evaluation and 40 % weightage will be awarded for Financial Evaluation.

b. The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

c. Final Evaluation Criteria - Quality and Cost based selection (QCBS):

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$ (rounded off to 2 decimal places) Where,

F_n = Normalized commercial score for the Bidder under consideration

F_b = Absolute financial quote for the Bidder under consideration

F_{min} = Minimum absolute financial quote

Composite Score (S) = $T_s * 0.6 + F_n * 0.4$

d. The Bidder with the highest Composite Score(S) would be awarded the contract.

23. Process to be Confidential

23.1 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 or award decisions may result in the rejection of his Bid.

24. Clarification of Bids and Contacting the Employer

24.1 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.

24.2 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.

25. Correction of Errors

25.1 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; and
- 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.

25.2 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 16.6(b) of ITB.

26. Evaluation and Comparison of Bids

26.1 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 25 of ITB.

26.2 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, 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 29 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

27. Employer's Right to Accept any Bid and to Reject any or all Bids 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 thereby 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's action.

28. Notification of Award and Signing of Agreement

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

28.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 29

28.3. 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.

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

29.1 Performance Security/Security Deposit

The Earnest Money of the successful bidder will be converted into security deposit. The balance 8% shall be deducted from each running account bill at the rate of 8% of the amount of the bill till 10% of the tender amount is recovered. Security deposit is refundable after successful handing over of the work certified by the employer. No interest can be claimed on the amount of security deposit which will be lying with the employer.

29.2 Failure of the successful Bidder to comply with the requirements of Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids for one year.

30. Corrupt or Fraudulent Practices

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.

Managing Director
West Bengal Industrial Development Corporation Ltd.,

Section III - 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 assessing the techno commercial capability of the bidder- as provided for in Clause 4 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 work executed and payments received in the last three years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In lakhs) Last three years

1.3.1 Work performed as prime Contractor (in the same name and style) on design built 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

1.3.2 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.

(A) Existing commitments and on-going commissioning works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (₹ In Lakhs)	Stipulated period of completion	Value of works remaining to be completed (₹ lakhs)*	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (₹ Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 B (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

1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

Position	Name	Qualification	Year of Experience	
			Similar type of Civil Work	Other

1.6 Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract. And Clause 4.5 of ITB

Sections of the Works	Value of subcontract	Sub-contractor(name and address)	Experience in similar work

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

1.8 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).

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

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

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

1.11 Proposed Programme (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

Managing Director
West Bengal Industrial Development Corporation Ltd.,

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

This is to certify that M/sis 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 ₹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.

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Part I 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 24.

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 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

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 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.

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 appointed by the Employer 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.

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 within 180 (one eighty) days from the date of issue of letter of Intent/Work Order.** The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

The **Start Date** is as mentioned in the 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 or corporate body who has a Contract with the Contractor to carry out a part of the 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 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.

- (1) Agreement,
- (2) Notice to Proceed with the Work (Letter of Intent/Work Order)
- (3) Contractor's Bid,
- (4) Conditions of Contract
- (5) Specifications,
- (6) Drawings,
- (7) Bill of Quantities, and
- (8) 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 VI – 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

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

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 Reports

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

Will be addressed in the Pre-Bid Meeting

16. Contractor to Construct the Works

16.1 Contractor shall construct and maintain and carry out the work in accordance with the schedule, specification and drawings including pre and post work leveling for site development work in presence and direction of departmental engineer.

The Contractor shall construct the works to ensure the quality of works as per

16.2 specifications

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 or permanent Works, whenever they are required, to the Engineer for his approval. The temporary or permanent works shall be taken up only after Engineer's approval of designs and drawings for such temporary or permanent 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 f the Temporary Works.

19. Safety

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

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

The Employer shall hand over complete or part possession of the site to the Contractor in advance of Construction/ Repair/ Work programme.

22. Access to the Site

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.

23. Instructions

The Contractor shall carry out all of the instructions of the Engineer, which comply with the applicable laws where the Site is located. Thus the cost of all materials, hire charges to Tools and Plants, Labour, Corporation/ Municipal fees for water supply, Royalty for road materials(if any), Electricity and other charges of Municipalities or Statutory bodies, Ferry charges, Toll charges, Loading and unloading charges, Handling charges, Overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of Sells tax(central and/ or state), Income tax, Octroy duty/ Terminal tax, Turnover tax etc. No claim whatsoever in this respect will be entertained.

24. Disputes and resolution

- a. In case of any dispute which may not be settled amicably between the contractor and WBIDC, the matter may be referred to the Chairman & 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.
- b. WBIDC reserves the right to reject any or all of the bid(s)/offer(s) received without assigning any reason whatsoever to the participants including the lowest bid/offer received

25. Arbitration

There is no provision for arbitration for resolution of disputes that may arise out of the contracts to be entered into by the Department with the contractors for the purpose of carrying out execution of the work.

B. Time Control

26. Programme

- 26.1** 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.
- 26.2** 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.
- 26.3** 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.
- 26.4** 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.
- 26.5** 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.

27. Extension of the Intended Completion Date

- 27.1** 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.
- 27.2** 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.
- 27.3** 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 24.1.

28. Delays Ordered by the Engineer

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

29. Management Meetings

29.1 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,

29.2 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.

Quality Control

30. Identifying Defects

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.

31. Tests

31.1 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 equipment's as required to conduct relevant tests by the contractor as and when desired by the departmental engineer. Test is deemed necessary to be conducted by the contractor from the government laboratory or reputed govt. academic institution with his own cost including obtaining the report.

31.2 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.

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

32.1.1 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.

32.1.2 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.

32.1.3 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.

33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1.1 to clause 32.1.3 of 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

34. Bill of Quantities

34.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works to be done by the Contractor.

34.2 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 for each item.

35. Variations

35.1 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.

36. Payments for Variations

36.1 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.

36.2 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.

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, 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.

37. Cash Flow Forecasts

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

38. Payment Certificates

38.1 The payment to the contractor will be as follows:

- (a) The minimum bill value(R/A bill) drawn by the agency shall be at least 25(twenty-five) percent of the tendered value, subjected to the completion of the items/ works in all respect, supported with receipt challan, work completion report duly certified by the WBIDC's representative, in all respect, satisfying the quality of the work and no advance payment will be entertained.

39. Payments

39.1 No Interim payment shall only be made.

40. Compensation Events

40.1 Not Applicable

41. Tax

The estimate has been prepared by considering current PWD SOR, 2017. 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 as applicable time to time.

42. Currencies

All payments will be made in Indian Rupees.

43. Retention

43.1 Not applicable.

43.2 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.

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

43.4 The performance security equal to the **Ten percent (10%)** of the contract price is repaid to the contractor when the work is over and the Engineer has certified that the contractor has satisfactorily carried out.

44. Liquidated Damages

44.1 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.

44.2 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.

44.3 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.

45. Advance Payment

No advance payment will be made before completion of work.

46. Securities

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 (**applicable for Additional Performance Security only**) and by a Bank acceptable to the Employer.

47. Cost of Repairs

47.1 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 cost unless such damage arises from Employer's acts or omissions.

E. Finishing the Contract

48. Completion

48.1 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.

49. Taking Over

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

50. Final Account

50.1 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.

50.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in Clause 50.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days. The payment of final bill for construction of works will be made within 14 days thereafter.

51. Operating and Maintenance Manuals

Not applicable.

52. Termination

52.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

52.2 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 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 44.1;
- f) the Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgement 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. "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.
- h) 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;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within 21 days from the start date; and
- j) any other fundamental breaches like if the contractor has contravened Cl 7.1 and Cl 9 of Part-1 General Conditions of Contract..
- k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract at the appropriate time.

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

52.4 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.

53. Payment upon Termination

53.1 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.

53.2 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.

54. Property

54.1 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.

55. Release from Performance

55.1 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

56. Labour

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. 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.

57. Compliance with Labour Regulations

57.1 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.

58. Drawings and Photographs of the Works

58.1 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.

58.2 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 Engineer in writing.

59. The Apprentices Act 1961

59.1 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. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **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 are scheduled employment.
- g) **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.
- h) **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.
- i) **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.

- j) **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.
- k) **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.
- l) **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.
- m) **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.
- n) **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.
- o) **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.
- p) **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.

SECTION - V**SCOPE OF WORK****Creation work:****Area:- LENGTH-10000 M, WIDTH:3M= 30000 SQM**

SL. NO	DESCRIPTION OF WORK	UNIT	RATE	QTY	AMOUNT
1	Clearing compound premises of shrubs, plants, jungles etc. by cutting and removing as directed (Specific permission of Engineer-in-Charge prior to execution will be necessary). (Payment to be made on area cleared.)	Sq.mt.	11.00	30000	Rs. 3,30,000.00
2	Surface Dressing of the ground in any kind of soil including removing vegetation inequalities not exceeding 15 cm depth and disposal of the rubbish within a lead upto 75 m as directed.	Sq.mt.	10.00	5474	Rs. 54,740.00
3	Aligning in the planting area & marking for pit (without stacking.)	Ha	3,415.00	3	Rs. 10,245.00
4	Planting of trees (Avenue plants) in 0.60m dia holea, 1m deep dug in the ground, mixing the soil with decayed farm yard/sludge manure. This includes supply of labour, tools & plants including materials but excluding cost of tree.	Each	117.00	1710	Rs. 2,00,070.00
5	Conveyance of tall seedlings raised in HDPE bags of size 14"x 20" from the dumping point to the planting site near each pit on head-load, fixing the supporting stake firmly in the pit,planting the tall seedling in the pit tying the seedling to the supporting stake at 3 points (excluding cost of supporting stake.)	Per tall Seedling	50.00	2038	Rs. 1,01,900.00
6	Digging holes in ordinary soil and refilling the same with the excavated earth mixed with manure or sludge in the ratio of 2:1 by volume (2 parts of stacked volume of earth after reduction by 20% : 1 part of stacked volume of manure after reduction by 8%) flooding with water, dressing including removal of rubbish and surplus earth, if any, with all leads and lifts (cost of manure, sludge or extra good earth if needed to be paid for separately).				
a	Holes 45 cm dia, and 45 cm deep.	Each	18.70	41940	Rs. 7,84,278.00
b	Holes 90 cm dia and 90 cm deep	Each	143.00	328	Rs. 46,904.00
7	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unserveiceable material's as per direction of officer in charge (excluding cast of plant & water).				

	2.57.3 Hedge Plant /Ground cover.	Each	2.45	41940	Rs. 1,02,753.00
8	Earth work in filling in compound, tank, low land, ditches etc. with good earth, in layers not exceeding 150 mm. including breaking clods and consolidating the same by ramming and dressing complete. (Payment will be made on profile measurement before and after the work).				
	(iii) With carried earth arranged by the contractor within a radius exceeding 5 km. but not exceeding 10 km. including cost of carried earth.	Cum	512.36	9900	Rs. 50,72,364.00
9	Mixing earth and sludge or manure in the required proportion specified or directed by the Officer-in-charge.	Cum	36.55	9900	Rs. 3,61,845.00
10	Filling mixture of earth and sludge or manure in the desired proportion in trenches, flooding with water and leveling (cost of supplying earth and sludge or manure and mixing excluded).	Cum	18.25	11100	Rs. 2,02,575.00
11	Supplying and stacking dry farm yard manure (adequate for Horticulture work) at site in dry cake form from approved disposal work site including royalty, all lead and lift etc. (Sludge measured in stack will be reduced by 8%).	Cum	1,150.00	1200	Rs. 13,80,000.00
12	Spreading of sludge, dump manure,/farm yard manure/animel dung manure and good earth in required thickness. This includes supply of labour, tools & plants excluding materials.	Sq.mt.	1.75	21900	Rs. 38,325.00
13	Cleaning of plantation after planting by removal of weed so as to reduce competition with planted seedlings.				
a	1st cleaning after planting.	Ha	3,984.00	3	Rs. 11,952.00
b	2nd cleaning after planting.	Ha	3,415.00	3	Rs. 10,245.00
14	Vacancy infilling of pits with new seedlings wherever there is a mortality due to abiotic and biotic factor.	Nos	4.27	4398	Rs. 18,779.46
	Mulching of planted seedlings with application of fertilizer with diamension of 3 feet width and 3 inch depth and making saucer shaped thali to retain water and moisture.				
15	First Mulching .	Each	3.984	1710	Rs. 6,812.64
16	Second Mulching.	Each	3.415	1710	Rs. 5,839.65

17	Third Mulching.	Each	3.415	1710	Rs. 5,839.65
18	Providing Watch and Ward in the form of man days to over see the plantation and protect the plantation from damages arising out of biotic factors.	No	294.00	1800	Rs. 5,43,600.00
19	Providing and wartering of irrigation water through water tanker of Horticulture features i.e. lawn, tree, shrubs, hedge/edge, ground cover etc. at the site of work. Water tanker having 5000 lit. capacity with one labour for watering i/c cost of water, filling of tanker, wartering at site with all leads and lifts as per direction of officer-in-charge.	Per trip	932.95	1806	Rs. 16,84,907.70
20	Supply of organic manure including loading, unioading and carriage upto 5km plantation site.	MT	23,000.00	42.8	Rs. 9,84,400.00
21	Supply of Insecticide and Fungiciside including loading, unioading and carriage upto 5km plantation site.	lit	345.00	1350	Rs. 4,65,750.00
22	Purchase Bamboo 18 to 20 cm girth and 90 cm height for stacking the big tree.	Each	32.50	1710	Rs. 55,575.00
23	Supply of nylon rope.	Mtr	11.50	1710	Rs. 19,665.00
24	Providing and fixing of Tuflex Garden fencing Hexagonal net/or equivalent of green colour having contents (Weight grams/sqm. 510 (+/- 8%)) in width of 60 cm. with bamboo of 90 cm. length. The bamboo should be painted with green colour paint of approved brand and manufacture (two or more coats) and fixed 30 cm. below ground level and 60 cm. above ground level at a distance of 1.50 mtrs. The net and bamboo should be binded with 2 mm. G.I. Wire at three places properly as per direction of Engineer-in-charge.	Sq.mt.	204.00	10009	Rs. 20,41,836.00
	Large Species arranged by the contractor within a radius exceeding 50 km. (or from other district for needfull quality requirement) including cost of carried loading-unloading to the working site.[Including 10% Casulty Replacement=2855x10%=285.5 Total=2855+285.5=3140.5 or 3141 Nos]				
25	Providing and stacking of selected avenue and tropical tree of ht. 3000-4000 mm bottom girth 200-250 mm well developed thick stem with 3-4 branches in big poly bags of size 25 cm as	Nos	2,850.00	1881	Rs. 53,60,850.00

	per direction of the officer-in-charge.				
26	Providing and Displaying Topiary fresh & healthy having 5 to 6 specific shape and size ball well developed 1200 to 1800 mm ht. in 40 cm Cement Pot as per direction of the officer-in-charge.	Nos	5,000.00	238	Rs. 11,90,000.00
27	Providing and Displaying specimen tree of height 1200 to 1500 mm having 45 to 50 fresh and healthy, leaves having 300 to 350mm circumfrance of base stem well developed in 400 mm challi, as per direction of the officer-in-charge.	Nos	3,000.00	123	Rs. 3,69,000.00
	Shurbs Species arranged by the contractor within a radius exceeding 50 km. (or from other district for needfull quality requirement) including cost of carried loading-unloading to the working site.[Including 10% Casulty Replacement= $8320 \times 10\% = 832$, Total= $8320 + 832 = 9152$ sqmt].				
28	Supply and planting shurbs plants 60 cm apart and height 750-1000 mm with preparation of beds for hedging and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20%: one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary, watering and finally fine dressing, leveling etc. including stacking and disposal of materials declared unserviceable and surplus earth by spreading and leveling as directed, within a lead of 50 m, lift up to 1.5 m complete (cost of sludge, manure or extra earth to be paid for separately)	Sq.mt.	700.00	6534	Rs. 45,73,800.00
	Hedge Species arranged by the contractor within a radius exceeding 50 km. (or from other district for needfull quality requirement) including cost of carried loading-unloading to the working site.[Including 10% Casulty Replacement= $14000 \times 10\% = 1400$, Total= $14000 + 1400 = 15400$ Rmt].				
29	Planting permanent hedges including digging of trenches, 60 cm wide and 45 cm deep, refilling the excavated earth mixed with farmyard manure, supplied at the rate of 4.65 cum per 100 metres and supplying and planting hedge plants at 30 cm apart.	Rmt	233.80	11000	Rs. 25,71,800.00

30	Supplying and fixing grasses tiles of grass Maxican Carpet/Selection No. 1 Healthy & fresh grasses (size 1'x1' or bigger) including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from wees and fit for mowing including supplying good earth as required by Engineer-in-charge. (Rate includes supply of labour, tools & plants including materials).	Sq.mt.	201.42	6000	Rs. 12,08,520.00
	Annual and Perinial Flower Species arranged by the contractor within a radius exceeding 50 km. (or from other district for needfull quality requirement) including cost of carried loading-unloading to the working site.[Including 10% Casulty Replacement= $29370 \times 10\% = 2937$, Total= $29370 + 2937 = 32307$ Nos].				
31	Providing and Displaying Portulaca hybrid in different colour with bloom well developed fresh & healthy in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	86.10	1800	Rs. 1,54,980.00
32	Providing and Displaying Sunflower hybrid well developed 15 to 20 cm ht. with fresh & healthy foliage at blooming stage in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	32.80	2750	Rs. 90,200.00
33	Providing and Displaying Vinca different colour 6 to 8 well developed branch in full bloom stacked with green painted Bamboo stick in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge	Each	54.35	2689	Rs. 1,46,147.15
34	Providing and Displaying Zinnia hybrid double in different colour well developed fresh & healthy 30 to 45 cm ht. (3 to 4 in each pot) full bloom in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	43.05	2090	Rs. 89,974.50
35	Providing and Displaying Petunia hybrid different variety in different colour well developed with fresh and healthy foliage in full bloom in 25 cm Earthen Pot/Plastic Pot as per direction of the officer-in-charge	Each	64.60	2689	Rs. 1,73,709.40
36	Providing and Displaying Marigold(Tagetes) inca hybrid different colour having 30 cm and above ht., with 6 to 8 flowers in bloom & blooming condition, well developed pot should be fully covered with fresh and healthy, foliage and flowers in 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	64.60	2691	Rs. 1,73,838.60
37	Providing and Displaying Impatiens in different colour well developed fresh and healthy (3 in one) well bloomed in 25 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	107.65	1191	Rs. 1,28,211.15

38	Providing and Displaying Dahlia double kenya variety in different colour well developed with 3 to 4 flowers in half bloom, good foliage stacked with Green painted Bamboo sticks, 45 to 60 cm height in 25 cm Earthen Pot/ Plastic Pot and as per direction of the officer-in-charge.	Each	86.10	591	Rs. 50,885.10
39	Providing and Displaying Chrysanthemum double variety, well developed, having 45 to 60 cm ht., with 6 and above flowers with half blooming condition, fresh and healthy with bamboo stacking in 25 cm Earthen Pot and as per direction of the officer-in-charge.	Each	118.90	2988	Rs. 3,55,273.20
40	Providing and stacking of plant Canna dwarf of height 25 to 30 cm., 2 to 3 suckers in earthen pots of size 20 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	Each	35.90	2703	Rs. 97,037.70
41	Providing and Displaying Bird of paradise well developed with fresh & healthy 90 to 120 cm ht in 30 cm Earthen Pot/ Plastic Pot as per direction of the officer-in-charge.	Each	389.50	294	Rs. 1,14,513.00
42	Providing and stacking of Euphorbia milli hybrid variety, having ht.30 cm to 45 cm with multi branch, full bloom, fresh and healthy leaves in 20 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge	Each	70.00	591	Rs. 41,370.00
	Groun Cover Species arranged by the contractor within a radius exceeding 50 km. (or from other district for needfull quality requirement) including cost of carried loading-unloading to the working site.[Including 10% Casulty Replacement= $29370 \times 10\% = 2937$, Total= $29370 + 2937 = 32307$ Nos].				
43	Providing and stacking of Alpinia Variegated (three in one) having ht. 30 cm and above, with fresh and healthy variegated foliage in 25 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge	Each	121.00	1198	Rs. 1,44,958.00
44	Providing and stacking of Cuphea chinensis of ht. 20-30 cm full of branches and healthy foliage in 15 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	Each	20.00	4223	Rs. 84,460.00
45	Providing and stacking of Daniella variegated, with 3 to 4 variegated leaves in 20 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	Each	30.00	2090	Rs. 62,700.00
46	Providing and stacking of Ipomea (Golden leaves),with fresh and healthy leaves in 15 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	Each	20.00	4190	Rs. 83,800.00
47	Providing and stacking of Iresine herbstii, of height 25-30 cm., full of branches well developed in 15 cm size of Earthen Pot/Plastic	Each	20.00	4186	Rs. 83,720.00

	Pot & as per direction of the officer-in-charge.				
48	Providing and stacking of Schefflera green, having 3 to 4 branch, ht. 30 to 45 cm well developed with fresh & healthy in 20 cm size of Earthen Pot/ Plastic Pot as per direction of the officer-in-charge	Each	30.00	2091	Rs. 62,730.00
49	Providing and stacking of Syngonium (Butterfly) variegated with 2-3 suckers healthy foliage in Earthen Pot/Plastic Pot of size 20 cm. as per direction of the officer-in-charge.	Each	30.00	2101	Rs. 63,030.00
50	Providing and stacking of Wedelia trilobata,full of leaves in 15 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	Each	15.00	2988	Rs. 44,820.00
Construction of Planter Box and Flower bed:					
51	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. The item includes necessary trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water as required complete.				
	(a) Depth of excavation not exceeding 1,500 mm.	Cum	119.27	51	Rs. 6,082.77
52	Filling in foundation or plinth by silver sand in layers not exceeding 150 mm. as directed and consolidating same by thorough saturation with water ramming complete, including the cost of supply of sand. (Payment to be made on measurement of finished quantity).	Cum	375.21	9	Rs. 3,376.89
53	Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	Sq.mt	344.00	150	Rs. 51,600.00
54	Brick work with 1st class bricks in composite mortar with cement, lime and sand (1:1:6) (1 cement:1 lime putty/paste:6 sand).				
a	(a) In foundation and plinth.	Cum	5,261.00	21	Rs. 1,10,481.00
b	(b) In superstructure, ground floor.	Cum	5,484.00	60	Rs. 3,29,040.00
55	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface].				

	(iii) With 1:3 cement mortar.				
	(a) 20 mm thick plaster.	Sqm	194.00	180	Rs. 34,920.00
56	Supplying, fitting and fixing Marble Slab/tile of 15 to 18 mm thickness in floor, lobby, stair, landing & treads etc. over 20 mm (av.) thick base of Cement mortar (1:2) laid with white cement slurry @ 4.4 kg/Sq.m before placing marble & jointed with white cement slurry @ 2.0 kg/Sq.m with necessary pigments including grinding and Granite polishing as per direction of Engineering -in -Charge in Ground Floor. { White cement and Pigment to be supplied by the Agency].				
	(a) With Makrana plain pink / Adranga Pink / Garbh Gulabi / Udaypur pink / Udaypur Green / Black Bhaslana.				
	(i) Area of each Slab/tile upto 0.3 sq.m.	Sqm	1450.00	180	Rs. 2,61,000.00
		TOTAL WORKING COST AMOUNT:			Rs. 32858029.56
	Add @18% on working cost				5914445.32
	Sub total:				Rs. 38772474.88
	Cess @1 %				387724.75
	Grand total:				Rs. 39160200.00

SECTION VI

DIFFERENT FORMS INCLUDING FORM OF BID

Standard Forms

(a) Standard Form of Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from ~~corrections of errors (Instructions to Bidders, Clause 25).~~

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____ 20____,

between _____

_____ [name and address of Employer]

(Hereinafter called "the Employer") of the one part, and

_____ [name and

address of Contractor] (hereinafter called "the Contractor" of the other part).

AND WHEREAS the Contractor in Pursuant to that advertisement has participated in the tender process and thus become 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-----
----- as therein arrived at 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. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Notice to proceed with the works (Letter of Intent/Work Order);
 - ii) Contractor's Bid;
 - iii) Conditions of Contract
 - iv) Specifications;
 - v) Drawings; and
 - vi) Any other document listed in the Bid Document as forming part of the contract.
5. The WBIDC reserves to itself the right of alternating the drawings and nature of the work by adding 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 letter as provided for in the said conditions and to complete the aforesaid work.
7. All payment 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 WBIDC shall be read and 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 where of 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

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of
Employer

Binding Signature of
Contractor

(b) FORMAT OF BANK GUARANTEE AS ADDITIONAL PERFORMANCE SECURITY

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 Nationalised 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 intended completion date.

Signature and seal of the guarantor _____

Name of Bank

Address

Date

(c) UNDERTAKING
(ON A STAMP PAPER of ₹ 100/-)

To

(Designation and Name of the concerned Department)

Name of the firm/Agency-----

Name of the Tender Reference No.----- Due date:-----

Sir,

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S ----- nor any of constituent partner had been debarred to participate in tender by the Central Government, the State Government or any public undertaking, autonomous body, authority during the last 5 (five) years prior to the date of this NIT.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender in the capacity of individual/as a partner of a firm and I have not applied severally for the same work.
6. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm.
7. I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein along with the drawing attached. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.
8. My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction as per drawings referred to above in all respects.
9. I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.
10. I/We also agree to procure tools and plants, at my/our cost required for the work.

(Signature of the Bidder)

Name and Address of the
Bidder

Telephone No.

Form of Bid

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: _____

Tender Reference No.: _____

E-Tender ID: _____

Details of EMD deposited: _____

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. **QUOTED PRICE MENTIONED IN FINANTIAL BID** (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.

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:

