



West Bengal
Industrial Development
Corporation

**REPAIRING AND RENEWING OF BOUNDARY WALL, PARTIALLY
AT KAMARHATTY POWER LTD.,**

AT

RAINA, BURDWAN

PROMOTED BY

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.

“PROTITI”

23, Abanindranath Tagore Sarani,

Kolkata - 700017

TENDER REFERENCE NO. WBIDC/KPL/WORKS/2019/1

TENDER DOCUMENT

December,2020

WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

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SECTION - 1

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING e-TENDER (NIT)

Tender Reference No. WBIDC/KPL/WORKS/2019/1

List of Important Dates of Bids

1. Name of work : **REPAIRING AND RENEWING OF BOUNDARY WALL, PARTIALLY AT KARMARHATTY POWER LTD., RAINA, BURDWAN**
2. Completion period for construction : **Within 60 days from the date of receipt of Work Order.**
3. Date of issue of Notice Inviting Bid : **28/12/2020**
4. The total Tender Document can be downloaded from the e-procurement portal www.wbtenders.gov.in / www.wbidc.com from **28/12/2020**
5. Time and Date of Pre-Bid Meeting : **30/12/2020 at 16-00 hours.**
6. Venue of Pre-Bid Meeting : **OFFICE OF WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBIDCL), 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.**
7. Bid uploading start Date : **31/12/2020 at 10-00 hours**
8. Last Date for Submission of Bid(s) : **08/01/2021 at 05-00 P.M.**
(As per server clock).
9. Time and Date for opening Technical Bid/Bids : **11/01/2021 at 12-00 hours**
(as per server clock).
Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700017.
10. Time, Date and Place of opening Financial Bids : **Will be intimated later to the technically qualified bidder(s)**
11. Last date of Bid validity : **120 (one twenty) Days** from the last date of bid submission.

PRESS NOTICE

Tender Reference No. WBIDC/KPL/WORKS/2019/1

WBIDCL invites e-tender for the work **“Repairing and Renewing of Boundary Wall, Partially at Kamarhatty Power Ltd., Raina, Burdwan.”** Details are available at www.wbtenders.gov.in. Official website www.wbidc.com. From **28.12.2020**.

NOTICE INVITING e-TENDER

Sealed 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	Repairing and Renewing of Boundary Wall, Partially at Kamarhatty Power Ltd., Raina, Burdwan. Tender Reference No. WBIDC/KPL/WORKS/2019/1
2.	Location of work	Kamarhatty Power Ltd., Raina, Burdwan
3.	Estimated cost of the Work	Rs.21,70,062.00/- (Rupees twenty one lakh seventy thousand sixty two only) (Rate taken from current PWD Schedule of rates w.e.f. 01.11.2017)
4.	Time of completion	Within 60 days from Date of issue of Work Order.
5.	Qualification criteria	<p>The bidder must be a reputed and reliable company having the following credentials:</p> <p>a. The bidder should have experience of similar nature of civil work as per NIT.</p> <p>b. Bidder should not be black listed with any Govt. /state Govt./Statutory bodies/Organizations</p>
6.	Earnest Money	<p>Rs. 45,000/- (Rupees forty five thousand) to be submitted only through online during submission of bid.</p> <p>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.</p>
7.	Availability of Tender Documents	Tender documents will be available w.e.f. 28/12/2020 from the e-procurement portal www.wbtenders.gov.in or www.wbidc.com .
8.	Site Visit	Bidders are advised to visit the site before submission of bid.
9.	Pre-Bid Meeting:	30/12/2020 at 16.00 hrs at WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017
10.	Bid uploading Start Date	31/12/2020 at 10.00 hours
11.	Last date of Submission of tender	Bidding documents, signed by authorized person of the bidder, must be submitted online on or before 08/01/2021 at 17-00 Hrs. (as per server clock).
12.	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

13.	Date, time and venue of opening of Technical Bid	11/01/2021 at Time: 12-00 hours (as per server clock). Place: WBIDCL Office at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
14.	Date and Time of Opening of Financial Bid	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
15.	Validity of the bid	120 (one twenty) days from the date of submission of tender. If any bidder/tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited
16.	Taxation	Taxes on materials and/or finished work like works, 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. However any benefit due to reduction of taxes etc. shall be passed on to WBIDC.

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

SECTION 2

Instructions to Bidders

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Section 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Employer – “Managing Director, West Bengal Industrial Development Corporation Limited” invites tender for Development of Repairing and renewing of Boundary wall, partially at Kamarhatty Power Ltd., Raina, Burdwan.

1.2 The successful Bidder will be expected to complete the Works within 60 (sixty) days from the issue of the Work Order.

1.3 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 (Format given in page- 41) 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) total monetary value of civil construction works performed for each of the last 3 (three) years;

(c) Experience in works of a similar nature and size for each 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) proposals if any, for subcontracting any component of the Work; and

(l) 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.

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

a) A minimum average yearly turnover of at least Rs. 17 lakh (in all cases of civil engineering construction works only).

b) (i) Intending bidders should produce credentials of a similar nature of 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 bidders should produce credentials of 2(two) similar nature of 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 bidders 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; excluding GST and LWC. In case of running works, only those bidders 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 executing agency, i.e., the bidder. Payment certificate will not be treated as credential.

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

Documentary Evidence in Support of the above should be submitted.

4.4B (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)
- (iv) Valid License regarding engagement of workers from labour department, Govt. of WB.
- (v) PAN
- (vi) GST certificate
- (vii) PF and ESI registration no.
- (viii) Trade license
- (ix) Copies of Income Tax Return filed in preceding three Financial 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 equipments 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

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

7 Site Visit

- 7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including 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.
- 7.2 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. D. Sarkar,
Executive Engineer
Phone No.: 033-2255 3887

Mr. Debarshi Roy
Sub-Assistant Engineer, WBIIDC
Phone No. 033-22553886
Mobile No. 7980733172

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)	<p>(i) An affidavit that the information furnished with the bid documents is 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 certificate</p>
3.	Credentials	As per Clause 4.3 A (b)	<p>a) (i)Intending bidders should produce credentials of a similar nature of 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 bidders should produce credentials of 2(two) similar nature of 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 bidders 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; excluding GST and LWC. In case of running works, only those bidders 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 executing agency, i.e., the bidder. Payment certificate will not be treated as credential.</p> <p>b) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute, on the executed value of completed/ running work will be taken as credential.</p>

Sl. No.	Category Name	Sub category Description	Details
4.	Financial Information	As per Clause 4.3 A (a)	A minimum average yearly turnover of at least Rs. 17 lakh (in all cases of civil engineering construction works only) in the last three years preceding the year in which bids are invited.

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.

8.3 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.

9.2.1 The bidder or his authorized representative is invited to attend the pre-bid meeting on 30/12/2020 at WBIDCL office at 4 pm.

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

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.

13.3 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 Rs.45,000/-

Rs. 45,000/- (Rupees forty five thousand 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.

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

- 16.1** Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.
- 16.2** The Earnest Money of unsuccessful bidders will be returned as per NIC norms.
- 16.3** The Earnest Money of the successful Bidder will be discharged after 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

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

D. Submission of Bids

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 08/01/2021 at 05.00 pm, (as per server clock)
- 21. Late Bids :**Bids after the last date of submission cannot be uploaded.

E. Bid Opening and Evaluation

22. Bid Opening

- 22.1** The Employer will online open the bids received at the time, date and place as specified. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2** Evaluation of the technical bids shall be taken up and completed and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 22.4.** The date of Financial Bid Opening will be notified to the technically qualified bidders at a later date.

In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

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 to 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. Performance Security/Security Deposit**
- 29.1** Within 10 (ten) days after receipt of the Letter of Intent/ Work Order, the successful Bidder shall deliver to the Employer a Performance Security in a form acceptable to the Employer, 10% of the Contract and sign the contract.
The amount and validity period of the performance security is:
Amount: 10% of the contract price.
Validity Period: 45 (forty five) days after the expiry of defect liability period of 3 (three) years after intended completion period.
- The performance security shall be in the form of a Bank Guarantee (Format given in Section 5).
- 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 3 - Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of accessing the techno commercial capability of the bidder- as provided for in Clause 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) 2017-2018 2018-2019 2019-2020

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 (Rs. In Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs.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 (Rs. 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.

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 Rs.to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager

.....

Name of the senior Bank Manager

Address of the Bank

.....

Stamp of the Bank

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

Section 4 - Conditions of Contract

Part – I General Conditions of Contract

These conditions are subject to the variations and additions, if any, set out in Part II Special Conditions of Contract and Section 5: Technical Specifications

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Section 4

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 whose Bid to carry out the Works has been accepted by the Employer.

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

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

Days are calendar days; months are calendar months.

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

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

The Defects Liability Period is 3 (three) calendar years from the date of issue of Completion Certificate

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

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

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

Designation: Managing Director

Address: 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017

The Engineer is a competent person 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 60 (sixty) 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 10 days from the date of issue of Work Order/Letter of Intent to contractor. It does not necessarily coincide with any of the Site Possession Dates.

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

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

The **Site** is at Kamarhatty Power Ltd., Raina, Burdwan.

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 8 – 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

- 9.3 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.

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.

10. Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the

10.1 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

12.1 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.

16.2 The Contractor shall construct the works to ensure the quality of works as per 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 the Temporary Works.

19. Safety

The Contractor shall be responsible for the safety of persons and of all activities on the Site. He

19.1 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

20.1 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 programme.

22. Access to the Site

The Contractor shall allow access to the Site and to any place where work in connection with

22.1 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

23.1

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

24.1 In case of any disputes with regard to interpretation of any section as contain in this Tender Document or as may arise by and between the contracting parties the same shall be referred to Managing Director, WBIDC whose decision shall be final and binding on all the parties.

B. Time Control

25. Programme

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.

26. Extension of the Intended Completion Date

- 26.1 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.
- 26.2 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.
- 26.3 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.

27. Delays Ordered by the Engineer

27.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay / delays totalling more than 27 days will require prior written approval of the Employer.

28. Management Meetings

28.1 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,

28.2 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

29. Identifying Defects

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found.

29.1 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.

30. Tests

30.1 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.

30.2 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.

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

31.1.1 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.

31.1.2 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.

31.1.3 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.

32. Uncorrected Defects

32.1 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

33. Bill of Quantities

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

33.2 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 ..

34. Variations

34.1 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.

35. Payments for Variations

35.1 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.

35.2 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.

35.3 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.

36. Cash Flow Forecasts

When the Programme is updated, the Contractor shall provide the Engineer with an updated

36.1 cash flow
Forecast.

37. Payment Certificates

37.1 The payment to the contractor will be as follows:

- (a) Interim payment shall only be made after achieving the minimum 20% progress/ completion of the tender amount supported with relevant documents including invoices etc. Final payment shall be made after completion of work and supported with receipt challan, work completion report duly certified by the WBIDC's representative after handover on successful operation.

38. Payments

38.1 Interim payment shall only be made after achieving the minimum 20% progress/ completion of the tender amount supported with relevant documents including invoices etc.

39. Compensation Events

39.1 Not Applicable

40. 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. GST and LWC as applicable will be paid separately.

41. Currencies

All payments will be made in Indian Rupees.

42. Retention

42.1 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.

- 42.2** The additional performance security for unbalanced bids as detailed in these documents is repaid to the contractor when the construction work is complete.
- 42.3** The performance security equal to the two point five percent of the contract price is repaid to the contractor when the Defect Liability Period is over and the Engineer has certified that the contractor has satisfactorily carried out defects removal in the Defects Liability Period.

43. Liquidated Damages

- 43.1** 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.
- 43.2** 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.
- 43.3** 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.

44. Advance Payment

No advance payment will be made before completion of work.

45. Securities

The Performance Security including additional security for unbalanced bids shall be provided

45.1

to the Employer no later than the date specified in the Letter of Intent/Work Order and shall be issued in the form given in the form of an unconditional Bank Guarantee and by a Bank acceptable to the Employer

46. Cost of Repairs

- 46.1** 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

47. Completion

- 47.1** 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.

48. Taking Over

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

49. Final Account

- 49.1** 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.

49.2 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.

50. Termination

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

50.2 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 43.1;
- 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 CI 7.1 and CI 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.

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

50.4 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.

51. Payment upon Termination

51.1 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.

- 51.2** 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.

52. Property

- 52.1** 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.

53. Release from Performance

- 53.1** 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

54. 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.

55. Compliance with Labour Regulations

- 55.1** 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.

56. Drawings and Photographs of the Works

- 56.1** 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.
- 56.2** 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.

57. The Apprentices Act 1961

- 57.1** 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 5

Scope of Work

Repairing and Renewing of Boundary Wall, Partially at Kamarhatty Power Ltd., Raina, Burdwan

SI No	Description of work	No or Qty	Unit	Estimated Rate (in Rs)	Amount Rs P
1	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. In ground floor including roof. (a) upto 150 mm. thick	11.00	Cu.m	939.00	10329.00
2	Dismantling R.C. floor, roof, beams etc. including cutting rods and removing rubbish as directed within a lead of 75 m. including stacking of steel bars. (a) In ground floor including roof.	45.00	Cu.m	1956.00	88020.00
3	Labour for scrapping and picking up old dilapidated mortar / plaster (Cement / Surki / Lime mortar) from the surface of old Brick faces including cleaning the frog without damaging the Brick and stacking the Bricks at Site / Stacking yard as per direction of Engineer-in-charge including removing all debris rubbish from site complete.	6461.00	Nos.	0.95	6137.95
4	Dismantling all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m.	84.00	Cu.m	447.00	37548.00
5	Removal of rubbish,earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge .	139.00	Cu.m	166.00	23074.00
6	Repairing crack in wall by cement grouting (1 : 2) including widening the crack on the surface (into V section) cleaning and packing the same with cement mortar (1 : 2) and finishing off to match with adjacent surface. (Cement-69 Kg/100 m).	92.00	Mtr.	13.11	1206.12

7	Stitching crack in brick wall by carefully cutting out face brick 250 mm. long, 75 mm. thick and 125 mm deep into the wall, cleaning the gap and filling up the same with sound new brick, carefully set in cement mortar (1:3) including mending good damages and finishing the surface to match with adjacent areas complete as per direction.	152.00	Nos	44.00	6688.00
8	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite and sand stone), including removing spreading or stacking the spoils within a lead of 75 metre as directed and including trimmng the sides of trenches, levelling, dressing and ramming the bottom, bailing or pumpingout water etc. as required complete. a) Depth of excavation not exceeding 1500 mm.	915.00	Cu.m	119.27	109132.05
9	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the basis of measurement of finished quantity of work)(a) With earth obtained from excavation of foundation.	915.00	Cu.m	77.54	70949.10
10	Single Brick Flat soling of picked jhama bricks including ramming & dressing bed to proper level & filling joints with local sand.	244.00	Sq.m	324.00	79056.00
11	Cement concrete with graded stone ballast (40 mm size excluding shuttering) In ground floor (A) Pakur variety. (a) 1:3:6 proportion.	19.00	Cu.m	4830.07	91771.33
12	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. (i) Pakur Variety.	75.00	Cu.m	5541.16	415587.00
13	Hire and labour charges for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor. (a) 25 mm to 30 mm shuttering as per decision & direction of E.I.C.	647.00	Sq.m	328.00	212216.00

14	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc. initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. (a) For works in foundation and up to roof of ground floor/up to 4 m. (i) Tor steel/Mild Steel. II. Other than SAIL/ TATA/RINL	7.10	M.T.	54551.09	387312.74
15	Brick work with 1st class bricks in cement mortar (1:6) (i) In foundation and plinth.	67.10	Cu.m	4812.02	322886.54
16	125 mm. thick brick work with 1st class bricks in cement mortar (1:4). (a) In all floors.	392.00	Sq.m	664.00	260288.00
17	Extra for using approved H.B netting in every third layer in 16 & 17 of subhead A above in any floor.	245.00	Sq.m	41.00	10045.00
18	Flush pointing to brick work in cement mortar (1:4) including raking out joints.	567.12	Sq.m	41.00	23251.92
19	Supplying, fitting & fixing UPVC pipes A- Type and fittings conforming to IS:13592-1992 with all necessary clamps nails, including making holes in walls, floor etc. cutting trenches in any soil through masonry concrete structures etc. if necessary and mending good damages including joining with jointing materails (Spun Yarn, Valamoid/Bitumen/M-Seal etc.) complete. A) UPVC Pipes: (i) 110 mm. Dia.	78.00	Mtr.	188.00	14664.00
TOTAL (Excluding GST and LWC) Rs.					2170062.00

SECTION 6

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).

Whereas the Employer is desirous that the Contractor execute

_____ [name and identification number of Contract] (hereinafter called “the

Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
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.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before 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 PERFORMANCE /SECURITY DEPOSIT

To

_____ (Name of the Employer)

_____ (Address of Employer)

WHEREAS _____ (Name and Address of Contractor)
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated
_____ to execute _____ (Name of Contract and brief description of works)
herein after "The Contract."

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

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

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

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

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

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period of 3 years after intended completion date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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]

Authorized Address of communication:

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

Mobile No.

Facsimile (FAX) No.

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

Description of the Works: _____

1. I/We offer to execute the works described above and remedy any defects therein, in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for Item Rate Contract of Total Bid Price of Rs. 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: _____