



Installation of One (01) No. New Passenger Lift and Replacement of One (01) No. Existing Passenger Lift in Gems & Jewellery Park, Ankurhati, Howrah, Phase-II (erstwhile TET&SD Building)

E-Tender Reference No. : WBIDC/IP/TEB-LIFT/02

West Bengal Industrial Development Corporation Limited
(A Government of West Bengal Undertaking)
“PROTITI”, 23, Abanindranath Tagore Sarani (Camac Street)
Kolkata 700 017

Installation of One (01) No. New Passenger Lift and Replacement of One (01) No. Existing Passenger Lift in Gems & Jewellery Park, Ankurhati, Howrah, Phase-II (erstwhile TET&SD Building)

DISCLAIMER

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

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

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SECTION - 1

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING e-TENDER (NIT)

List of Important Dates of Bids

1.	Name of Work	Installation of One (01) No. New Passenger Lift and Replacement of One (01) No. Existing Passenger Lift in Gems & Jewellery Park, Ankurhati, Howrah, Phase-II (erstwhile TET&SD Building).
2.	Completion period	180 days
3.	Date of issue of Notice Inviting Bid	12.02.2026
4.		The total Tender Document can be downloaded from the e-procurement portal <u>www.wbtenders.gov.in</u> from 14.02.2026 (10:00 hrs.)
5.	Bid Submission Start Date	14.02.2026 online at 10.30 Hrs
6.	Last Date for Submission of Bid(s)	28.02.2026 at Time: 15:00 hours
7.	Time and Date for opening Technical Bid(s)	05.03.2026 at Time : 10:30 hours.
8.	Opening of Financial Bids	Will be notified later (online).
9.	Bid validity	120 (one Hundred and twenty days) from the last date of bid submission

PRESS NOTICE

E-Tender Reference No. WBIDC/IP/TEB-LIFT/02

The Managing Director, West Bengal Industrial Development Corporation Limited (WBIDCL) invites e-tender from renowned and eligible Contractors for undertaking the following work:

1.	Place : Gems & Jewellery Park, Ankurhati, Howrah-711409, W.B.
2.	Name of work: Installation of One (01) No. New Passenger Lift and Replacement of One (01) No. Existing Passenger Lift in Gems & Jewellery Park, Ankurhati, Howrah, Phase-II (erstwhile TET&SD Building)
3.	Earnest Money : Rs. 75,000 (Rupees Seventy Five Thousand only) through online (e-portal)
5.	Completion Period : 180 Days.
6.	The total Tender Document can be downloaded from the e-procurement portal https://wbtenders.gov.in/nicgep/app from 14.02.2026 (10-00 hrs).
7.	Last date and time for submission of Online Tender : 28.02.2026; 15:00 hrs

By Order-
Managing Director,
WBIDC

NOTICE INVITING e-TENDER

West Bengal Industrial Development Corporation Limited (WBIDCL) invites online tenders from firms/contractors of repute in two bid system for the following work:

1.	Name of work	Installation of One (01) No. New Passenger Lift and Replacement of One (01) No. Existing Passenger Lift in Gems & Jewellery Park, Ankurhati, Howrah, Phase-II (erstwhile TET&SD Building). E-Tender Reference No. WBIDC/IP/TEB-LIFT/02
2.	Location of Work	Gems & Jewellery Park, Ankurhati, Howrah-711409, W.B.
3.	Time of Completion	180 Days from the date of issuance of work order
5.	Qualification Criteria	<p>The bidder must be a reputed and reliable manufacturer having the following credentials:</p> <p>a) Intending tenderers should have minimum 5 years experience in these fields and produce credentials of a similar nature of 3 (three) completed work during 5(five) years prior to the date of issue of the tender notice; the work must be under a single contract for Govt./semi-Govt. Organizations; works within Residential Complex /Zone will be preferable. or,</p> <p>b) Intending tenderers should produce credentials of 2(two) similar nature of completed work during 5(five) years prior to the date of issue of the tender notice; the work must be under a single contract for Govt./semi-Govt. Organizations; works within Industrial Area/Zone will be preferable. or,</p> <p>c) Intending tenderers should produce credentials of one single nature of works mean Installation of passenger /goods lifts in buildings up to 8th Floor.</p> <p>d) Having no adverse measure (Punishment, Hon'ble Court's, Verdict) taken by client, if any, by any authority/ client on any account against their organization/firm for any project or similar nature or otherwise executed during last 5(five) years working.</p> <p>e) A declaration to that effect will have to be submitted in the form of Affidavit in non-judicial stamp paper duly Notarized.</p> <p>f) Bidder should not be black listed with any Govt. /semi Govt. /Statutory bodies /Corporates/ Organizations.</p> <p>g) The bidder shall have a minimum average yearly turnover of at least Rs. 6 Crores for the last three years.</p> <p>h) The bidder should be a profit-making organization consistently for the last five financial years.</p> <p>i) The bidder must have an organizational set up consisting of qualified engineers. Supporting documents in this regard is to be submitted.</p>
6.	Earnest Money	Rs. 75,000 through online e-tendering process.
7.	Availability of Tender Document	Tender documents will be available w.e.f. 14.02.2026 from the e-procurement portal www.wbtenders.gov.in .

8.	Site Visit	Bidders are advised to visit the site before submission of bid
9.	Submission of Tender	Bidding documents, signed by authorized person of the bidder, must be submitted online on or before 28.02.2026 at 15:00 Hrs. (as per server clock).
10.	Procedure of 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
11.	Date, Time and venue of opening of Tender Bid	05.03.2026 at Time : 10:30 hours at WBIDC office.
12.	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).
13.	Validity of the Bid	120(One Hundred and 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.
14.	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. However any benefit due to reduction of taxes etc. shall be passed on to WBIDC.
15.	Price Preference	No Price preference will be allowed for the work under this N.I.T.

NOTE: I. All other details can be seen in the bidding document.

II. 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 2

INSTRUCTIONS TO BIDDERS (ITB)

A. General

Introduction:

- ❖ West Bengal Industrial Development Corporation Limited (WBIDC) is the nodal agency of the State Government for the development of medium and large scale industries in the state of West Bengal. WBIDC also facilitates infrastructure inside of Industrial Park for growth of industries in the state of West Bengal. WBIDC is developing “Gems & Jewellery Park, Ankurhati, Howrah. The park is spread over an area of 5.76 acres.
- ❖ WBIDC now desires to select a Manufacturer /dealer for **Installation of One (01) No. New Passenger Lift and Replacement of One (01) No. Existing Passenger Lift in Gems & Jewellery Park, Ankurhati, Howrah, Phase-II (erstwhile TET&SD Building).**
- ❖ In view of the above, WBIDC invites lump sum bid from resourceful, experienced and reputed Manufacturer / Agencies/ Suppliers/ Dealers for the said job.

1. Scope of Bid

- 1.1** The Employer – “Managing Director, West Bengal Industrial Development Corporation Limited” invites sealed e-tenders for Installation of One (01) No. New Passenger Lift and Replacement of One (01) No. Existing Passenger Lift in Gems & Jewellery Park, Ankurhati, Howrah, Phase-II (erstwhile TET&SD Building).
- 1.2** The successful Bidder will be expected to complete the Works within 90 days/ 03 (Three) months from the date of issuance of Letter of Acceptances (LOA) / Letter of Intent (LOI).
- 1.3** Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.
- 1.4** The term EMPLOYER will mean the authorized representative(s) from the Client who will overlook all the site activities.

2. Source of Funds

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

3. Invitation to Tender

- 3.1** This Invitation for Bids is open to all eligible and renowned bidders who have previous experiences of successfully completing similar nature of Work.
- 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, nor shall be debarred for any other reason.
- 3.3** The Tender Inviting Authority reserves the right to reject all the tenders or the lowest or any other tender which

in the judgment of Tender Inviting Authority does not appear to be in its best interest, and the tender shall have no cause of action or claim against the Tender Inviting Authority or its officers, employees, successors or assignees for rejection of the tender.

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

4. 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 Section 7) along with the financial part of the Bid Document.

4.2 The bidder must be a company registered under Companies Act, 1958/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.

4.3 The bidder should have their presence in state with own office. Valid proof should be submitted along with the bid.

4.4 The bidder should have valid GST Registration Certificate & PAN; Bidder shall have to submit photocopy of the documents.

4.5 The bidder should have an average turnover of not less than Rs. 6.00 Cr. covering the last three financial years (considering FY-2022-23, 2023-24, and 2024-25). Bidder shall have to submit Audited Balance Sheet / Audited Accounts/Auditor Certificate in support of their claim.

Audited Balance Sheet -2022-23

Audited Balance Sheet-2023-24

Audited Balance Sheet-2024-25

4.6 The bidder must be a reputed and reliable Lift Manufacturing company/ Supplier/Agency having the following credentials:

a) Intending tenderers should have minimum 5 years experience in these fields and produce credentials of a similar nature of 3 (three) completed work during 5(five) years prior to the date of issue of the tender notice; the work must be under a single contract for Govt./semi-Govt. Organizations; works within Residential Complex /Zone will be preferable.

or,

b) Intending tenderers should produce credentials of 2(two) similar nature of completed work during 5(five) years prior to the date of issue of the tender notice; the work must be under a single contract for Govt./semi-Govt. Organizations; works within Residential Complex Area/Zone will be preferable.

c) Intending tenderers should produce credentials of one single nature of works mean Installation of passenger /goods lifts in buildings up to 8th Floor.

d) Having no adverse measure (Punishment, Hon'ble Court's, Verdict) taken by client, if any, by any authority/client on any account against their organization/firm for any project or similar nature or otherwise executed during last 5(five) years working.

e) A declaration to that effect will have to be submitted in the form of Affidavit in non-judicial stamp paper duly Notarized.

f) Bidder should not be black listed with any Govt. /semi-Govt. /Statutory bodies /Corporates/ Organizations.

g) The bidder should be a profit-making organization consistently for the last five financial years.

4.7 **The bidder shall not have been blacklisted** by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of

submission of the proposal purulence role issued on chain). **Declaration on bidder's letter head to be submitted.**

4.8 Bids from joint venture are not allowed.

5.0 Documentary evidence in support of the following should be submitted :

Submit all the documents in the OID folder of e-tender

- (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;
- (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 Employer or equivalent;
- (d) The bidder shall submit necessary documents in the form of undertaking in support of his ability to mobilize minimum fund equivalent to 50% of the project value
- (e) Completion certificates from clients in support of experience of completed similar type of work
- (f) Details of the technical personnel proposed to be employed for the Contract;
- (g) Bidder shall have to submit Audited Balance Sheet / Audited Accounts/Auditor Certificate in support of their claim.

Audited Balance Sheet -2022-23

Audited Balance Sheet-2023-24

Audited Balance Sheet-2024-25

- (h) 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.
- (i) An affidavit that the information furnished with bid documents is correct in all respect.
- (j) Professional Tax clearance / Sale Tax clearance Certificate.
- (h) Valid license regarding engagement of workers from Labour department, Govt. Of West Bengal, India.
- (p) PAN Card & Aadhar Card Xerox copy.
- (k) Copies of Income Tax referred filed in previous three financial years (2022-23, 2023-24 & 2024-25).
- (l) Valid G.S.T. Registration Certificate.
- (m) Valid PF & ESI Registration Certificate along with the contribution sheet for last three months.

- (n) Each bidder must demonstrate the availability, either owned, or on lease or on hire, of the key equipment including equipment required for establishing field laboratory to perform the mandatory tests for construction work.

- 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 work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

7 One Bid per Bidder

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

8 Cost of Bidding

- 8.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer

will, in no case, be responsible or liable for those costs.

9 Site Visit

9.1 The Bidder, at his own cost, responsibility and risk, is required to visit, examine and familiarize himself with the Site of Works and its surroundings including source of water, road aggregates and any other necessary things and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Work. Visiting the Site shall be at the Bidder's own expense. By participating in to Bid, the bidder acknowledges that it has visited to site & has taken in to account all issues regarding the site.

9.2 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:

- 1) **Mr. Gopinath Chattopadhyay**
Adv.(Engg), WBIDC
Phone No. 033-22553-851
E-mail: gopinath.chattopadhyay@wbidc.com
- 2) **Mr. Sumit Kumar Adak**
Executive Assistant(IP&P), WBIDC
Phone No. 033-22553-759
E-mail: sumit.adak@wbidc.com

B. Bidding Documents and Evaluation

10 Content of Bidding Documents

10.1 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.

10.2 PREQUALIFICATION PROPOSAL

Technical Proposal:

a. **Statutory Cover containing the following digitally signed documents:**

NieT
Qualification Information
EMD

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

Sl. No.	Category Name	Sub category Description	Details
1.	Qualification Information	Section 4 of NIT	Form given in Section 4 is to be filled up, duly signed and stamped
2.	Certificate	As per Clause 4 & 5	(a) The Copies of Income Tax Returns of FY 2022-2023, 2023-2024, 2024-2025. (b) An affidavit that the information furnished with the bid documents is correct in all respects. (c) Professional Tax clearance Certificate /Sale Tax Clearance Certificate. (d) GST registration certificate. (e) PAN Card (f) Audited balance sheets and Profit and Loss Account for the FY 2022-2023, 2023-2024, 2024-2025 (audited and unaudited as applicable) (g) Valid Trade License.

3.	Company Details	Company Details	(a) Name of the Organization (b) Address of the Organization (c) Year of Establishment (d) Status of the firm (e) (Whether Company/Firm/Proprietary) (f) Name of Directors/ Partners/Proprietor. (g) Whether registered with the Registrar of Companies/ Registrar of Firms. If so, mention number and date. (h) Document of empanelment with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.
4.	Financial Information	P/L & Balance Sheet of last Three financial years	FY- 2022-2023, 2023-2024, 2024-2025
5.	Additional Information	Documents in favour of any additional information required in NIeT.	

c. Financial Proposal:

The Financial Proposal contains the following documents:

- (i) Form of Bid as specified in Section 8;
- (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.

10.3 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.

12. Amendment of Bidding Documents

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

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

13. Preparation of Bids

13.1 Language of Bid

All documents relating to the Bid shall be in **English**

14. Documents Comprising the Bid

14.1 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)

13. Bid Prices

13.1 The Contract shall be for the whole Work, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall fill the BOQ by filling the total Bid Price.

13.3 The Rate quoted by the Contractor shall be deemed to be inclusive of all charges, e.g. Royalties and other incidental charges and also Labour Welfare Cess @ 1% from the bill payment and G.S.T. as applicable).

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.

13.5 In case of any dispute with regard to interpretation of any section as contained in this NIeT or as may arise by and between the contracting parties the same shall be referred to Chairman & Managing Director, WBIDC whose decision shall be Final and binding on all the parties.

14. Currencies of Bid

14.1 The unit of 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 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 mail. 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 of ITB in all respects.

16. Earnest Money

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, for an amount of Rs. 75,000.

16.2 The earnest money Rs. 75,000.00 shall furnish through online e-tendering.

16.3 The scanned copy of the Earnest Money details may be uploaded at the time of submission of bid through e-tender.

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

16.5 The Earnest Money of unsuccessful bidders will be automatically refunded within 28 days of the end of the Bid validity period specified in ITB.

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
- 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, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications.

Alternative proposals will be rejected as non-responsive.

18. Format and Signing of Bid.

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

18.2 The Bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.

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 initialling and dating it by the person or persons signing the Bid.

19. Submission of Bids

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

21. Late Bids:

Bids after the last date of submission cannot be uploaded.

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.

23. Bid Evaluation

23.1 Conditional Tender shall be summarily rejected.

23.2 Withdrawal Of Submitted Tender

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

23.3 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.

23.4 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.

23.4 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.

24. Correction of Errors

24.1 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 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.

24.2 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 ITB.

25. **During the submission of Bid the respective Bidder has be signed on every page of this NIeT BID document as a token of acceptance, elsewhere the Bid will be rejected in all respect.**

26. Award of Contract.

27.1 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.

27.2 Notification of Award and Signing of Agreement.

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

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the tender clause.

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.

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

28. Performance Security/Security Deposit

a) **The earnest money deposited by the contractor shall be converted into initial Security Deposit and a deduction @ 8% (eight percent) will be deducted from each R/A bill shall be made to build an amount equivalent to 10% of the executed value of the work. The security Deposit thus deducted shall be refunded to the contractor after successful completion of defect liability period of 01 year (Twelve months). Validity Period: 45 (forty five) days after the expiry of defect liability period of 01(one) year after intended**

completion period..

- b) The total amount retained as Security Deposit 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.
- c) Failure of the successful Bidder to comply with the requirements of Clause 28 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.
- d) **Additional Performance Security Deposit**

As per memorandum no. 4608-F(Y) dated.18.07.2018 of Finance Department Govt. of West Bengal, the successful bidder will have to submit Additional Performance Security @10% of the tendered amount, if the accepted bid value is 80% or less of the estimated amount put to tender. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc., may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required. The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

29 DEFECT LIABILITY PERIOD

The Defect Liability period for this work is One (1) year from the issuance of Completion Certificate by WBIDC

Site visit during Defect Liability Period: The contractor and the Engineer shall make joint site visit at least thrice during the defect liability period. During such visit the 'schedule of defects' made during issuance of virtual completion certificate shall be reviewed. Fresh 'schedule of defects' shall be prepared based on the progress made by the contractor towards rectifying such defects. Endeavour has to be made from contractor to reduce number of items in 'schedule of defects' in each such visit and rectifying all defects. The employer may instruct the contractor to visit the site as and when required.

30. Payment Schedule: The payment will be given as per RA Bill (Running Abstract Bill) submitted by the Contractor monthly. Along with RA Bill, contractor will have to submit the BOQ where the amount of work done during that particular month and the work to be done on the next month will be clearly mentioned. The BOQ will be checked with the approved BOQ & approved by WBIDC. All bills and BOQ must be certified by Engineer/WBIDC before processing of the bill.

31. Corrupt or Fraudulent Practice -

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.

32. Termination of Contract:

WBIDC reserves the right to terminate the work on the following grounds:-

- a) If the Contractor fails to execute the work within the time limit as provided in this NIT.
- b) In case the Contractor fails to deliver or submit the deliverables as required under this NIT and within such time as is provided in this EOI, unless such time is extended in writing by WBIDC.
- c) If after undertaking the work the Contractor refuses or abandons the job and WBIDC has to complete the rest of the work through any other agency ;
- d) During the time of execution of the project at site by the Contractor, if such faults is found in design details which in the opinion of WBIDC, the Contractor and EIC renders the work as unexcitable ; Then
- e) In the event of happening any of the aforementioned Defaults on part of the Contractor, WBIDC shall be entitled to terminate the contract. WBIDC shall give 7 days prior notice in writing to the agency before terminating the contract. On termination of the contract WBIDC shall forfeit the balance amount which may be payable to the Contractor and WBIDC shall be free to proceed and complete with the remaining work through any other agency, the cost of which shall be met from such moneys as forfeited or withheld by WBIDC. WBIDC shall also forfeit the Security

Managing Director
West Bengal Industrial Development Corporation Limited

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 [attach copy] 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 five years 1.2 (Attach certificate from Chartered Accountant) Similar completed eligible project.	(Rs. In lakhs) Last Three Years						
1.3.1	Work performed as prime Contractor (in the same name and style) on works of a similar nature and volume over the last three (3) years.							
Project Name	Name of Employer	Description of work	Value of Contract	contract No.	Date 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 construction works:

Description of work	Place & State	Contact No & Date	Name & Address of Employer	Value of contract (Rs. In Lakh)	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 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, 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	Years of experience		
			Lift Installation	Building Works	Other

1.7 Financial reports for the last three (3) 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.

1.9 Name, address, and telephone, email, 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 & schedules) Descriptions, Drawings and Charts as necessary, to comply with the requirements of the binding documents.

By -

Managing Director,

West Bengal Industrial Development Corporation Limited.

**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, namelyis 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

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 Employer, in accordance with Clause 48.1.

The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Work. 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 Work not completed in accordance with the Contract.

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

The Defects Liability Period is One year from the date of issue of Completion Certificate

The Employer is the party as defined below, who employs the Contractor to carry out the Work. 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: 'PROTITI', 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017, West Bengal.

The Engineer is a competent person / firm appointed/nominated by the Employer for providing Project Management Consultancy (PMC) Services and notified to the Contractor who is responsible for supervising the Contractor, administering the Contracts, certifying payments due to the Contractor, issuing and valuing Variations to the Contract and awarding extension. In absence of the same WBIDC may opt not to appoint such an engineer in such case for role of engineer will remain vested with WBIDC.

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

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 Work. **The Intended Completion Date is 03 (three) months from the date of issuance of work order.** The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

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

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

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

The Site is at Gems & Jewellery Park, Ankurhati, Howrah.

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

Temporary Work is work constructed, installed, and removed by the Contractor that is needed for construction or installation of the Work.

A **Variation** is an instruction given by the Employer, which varies the Work.

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

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer 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 Employer'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 Employer.

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. Engineers' 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/PMC/Engineer shall be sent on the address or contact details given by the Contractor in Section 7 – Form of Bid. Communications between parties that are referred to in the conditions shall be in 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: Not applicable

8. Other Contractors

8.1 The Contractor shall not employ any retired Gazetted officer who has worked in the Empowering 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 construction work the technical personnel who are technically qualified to execute these types of jobs and get their CVs approved by the employer. The Employer 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 Employer 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

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

11. Employer's Risks

11.1 The Employer is responsible for the excepted risk which is in so far as they directly affect the execution of the Work -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,.

12. Contractor's Risks

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

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 Work, 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 Employer'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 Employer.

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

14. Site Investigation Reports

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

15. Queries about the Bid Documents

Will be addressed in the Pre-Bid Meeting

16. Contractor to Design& Construct the Works

16.1 Contractor shall construct the Works in accordance with the Specifications and the terms & condition of the bid.

16.2 The Contractor shall design and 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 Work 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 Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer/Engineer

Not applicable

19. Safety

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

20. Discoveries

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

21. Possession of the Site

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

22. Access to the Site

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

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

23. Instructions

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

24. Disputes

24.1 In case of any disputes arise during the execution of the said work of after completion of the work, The Managing Director, WBIDC reserves the right to accept/cancel/change/ Modify this notice completely or partially without giving any advance notice to anybody.

24.2 Procedure for Disputes

The Managing Director, WBIDC shall give a decision in writing within 28 working days of a receipt of a notification of a dispute.

25. Arbitration Clause Deleted.

26. Programme

26.1 Within the time stated in the Contract Document, the Contractor shall submit to the Employer 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. The contractor will submit to the Employer the details project report monthly in prescribed format.

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 Employer 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 Employer 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 Employer 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 Employer'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 Employer 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 Employer 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 Work, which would cause the Contractor to incur additional cost.

27.2 The Employer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Employer 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 Employer 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 Employer the acceptance or otherwise of the Employer's decision. If the Employer fails to give his acceptance, the Employer 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/Employer

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

29. Management Meetings

29.1 The Employer 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 Employer at the earliest of specific likely future events that may affect the cost or completion time of the Work,

29.2 The Employer 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 Employer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

30.1 The Employer 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 Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

31. Test

31.1 For carrying out mandatory tests field laboratory will have at least the minimum equipment as required or the contractor will carry out the test in Govt. registered laboratory and will have to submit the test certificates to the Employer. The contractor shall be solely responsible for:

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

31.2 The Employer may instruct the Contractor to carry out extra test to check whether any work has a Defect and the Contractor shall carry out the test at his cost and pay for any samples.

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

32.1 The Employer 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.

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

32.3 The Employer 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 Employer 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. to clause 32.3. of these Conditions of Contract, to the satisfaction of the Employer, within the time specified in the Employer's notice, the Employer 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, quantity rate, amount for the, construction, testing 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 for the Lift (3nos) installation works.

35. Variations

35.1 The Employer 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 programs produced by the Contractor. Oral orders of the Employer 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 works not in estimated schedule, that works shall be carried out at the rates entered in the latest schedules of rates of P.W.D. Govt. of West Bengal.

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 Employer the rate which he proposes to claim, supported by analysis of the rates. The Employer 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 P.W.D. Govt. of West Bengal. The decision of the Employer on the rate so determined shall be final and binding on the Contractor.

37. Cash Flow Forecasts

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

38. Payment Certificates

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

(a) The Contractor shall submit to the Employer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.

(b) The Employer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.

(c) The value of work executed shall be determined, based on measurements by the Employer.

(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities, completed to the satisfaction of the Employer.

(e) The value of work executed shall also include the valuation of Variations, if any.

(f) The Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(g) The payment of final bill shall be governed by the provisions of clause 50.

39. Payments

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

39.2 Items of the Work for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. Also refer Clause 36

40. Compensation Events

40.1 Not Applicable

41. Tax

41.1 The rates quoted by the Contractor shall be deemed to be inclusive of all charges, e.g. Royalties and other incidental charges and also paying labour Welfare Cess @ 1% from the bill of payment except G.S.T. G.S.T. as applicable would be paid over the total bill amount.

42. Currencies

All payments will be made in **Indian Rupees**.

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 Employer 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 Work or from any other of his obligations and liabilities under the Contract.

44. Advance Payment: In any case no mobilization advance will be made.

45. Securities

45.1 The Performance Security including additional security for unbalanced bids shall be provided to the Employer not later than the date specified in the Letter of Intent/Work Order

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 Employer to issue a certificate of Completion of the Works, and the Employer will do so upon deciding that the Work is completed and all defects have been rectified by the Contractor.

48. Taking Over

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

49. Final Account

49.1 The Contractor shall supply the Employers 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 Employer 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 Employer 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 Employer 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 Employer shall proceed to finalise 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. Operating and Maintenance Manuals

50.1 If "as built" Drawings are required, the Contractor shall supply the details for them

50.2 If the Contractor does not supply the Drawings and or manuals by the scheduled dates or if they do not receive the Employer's approval, the Employer shall withhold an amount equal to Rs.0.50 Lakh from payments due to the Contractor.

51. Termination

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

51.2 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 Employer;
- b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction

or amalgamation;

- c) The Employer gives Notice to correct a particular Defect and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- 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 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.

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

51.4 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.

52. Payment upon Termination

52.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer 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.

52.2 If the Contract is terminated at the Employer's convenience, the Employer 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.

53. Property

53.1 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.

54. Release from Performance

54.1 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 Employer 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

55. Labour

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

55.2 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer 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 Employer may require.

56. Compliance with Labour Regulations

56.1 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 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 Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer 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.

57. Drawings and Photographs of the Work

57.1 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.

57.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Employer 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 Employer in writing. No photographs / Video photography shall be published or otherwise circulated without the approval of the Employer in writing.

58. The Apprentices Act 1961

58.1 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 is 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

Standard Forms

DIFFERENT FORMS INCLUDING
FORM OF BID AND FINANCIAL PROPOSAL
STANDARD FROM OF AGREEMENT

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENTS made this _____ day of _____ between M/s WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD. having its Registered Office at "PROTITI" 23, Abanindranath Tagore Sarani (Camac Street), Kolkata - 700017 (hereinafter referred to as the 'EMPLOYER/CONTRACTEE' which expression shall include its successor or successors and assigns) of the **ONE PART.**

AND

M/s _____ having its Registered Office at _____ (hereinafter referred to as the 'CONTRACTOR' which expression shall mean and include wherever context so requires or admits, its successors-in-interest, administrator and executors) of the **OTHER PART.**

WHEREAS the Employer invited tenders for the purpose of(a brief description of the project) on the terms and conditions envisaged in the terms schedule issued with the Tender Document and purchased by the Contractor after agreeing to conditions of Tender Document.

AND WHEREAS the Employer/Contractee is desirous of _____
_____(Name of the Project)

AND WHEREAS the Employer is desirous of appointing/engaging (Name of the contractor), as its Contractor to carry out works specified in Tender Document and the contractor is desirous of being appointed through vide its letter of acceptance no. dated -----

AND WHEREAS the Employer/Contractee has engaged M/s _____, as Project Management Consultant, (hereinafter referred to as the 'PMC') for the PROJECT.

AND WHEREAS the engaged/appointed PMC for the said project by the Employer/Contractee shall have the right to review the design report and drawings in details provided by the Employer/Contractee, inspect and examine the acts of the Contractor on behalf of Employer/Contractee, to prepare daily/monthly/fortnight progress report which shall be

verified by its multi-disciplinary team members, verification and certification of bill and controlling of the expenditure also in reference of the said project.

AND WHEREAS the Contractor 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 will the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as “the said conditions”) the work shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of Rs. (Rupees.....) only as therein arrived at or such other sum as per on the basis of lump sum Contract shall become payable there under (Hereinafter referred to as “the said Contract amount”)

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

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

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

NOW IT IS HEREBY WITNESSES AS FOLLOWS:

In consideration of the above and of the covenants of the parties contained herein, the Employer hereby engages (Name of the contractor), as its contractor for performing work, the scope of which is specified in Tender Document which appointment is hereby accepted by the Contractor, on the mutual terms and conditions contained below:

1. ENGAGEMENT

The Employer hereby engages (Name of the contractor), the Contractor above named for performing the works specified in Tender Document perform the said works in respect of proposed project (Name of the Project)

2. DURATION/TENURE OF CONTRACT AGREEMENT.

The engagement of the Contractor by the Employer/Contractee under this agreement shall be for a period of ____ months (including rainy season) certain, date of commencement of which is as per Clause No.....(page No.....) of Tender Document. This agreement shall automatically stand terminated upon expiry thereof unless extended by Employer/Contractee through writing.

3. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR.

3.1 The Contractor shall perform all the works specified in Tender Document to this agreement.

3.2 The Contractor shall and hereby agrees and confirms to comply with all the provisions of prevailing laws of land in respect of this project implied thereof.

3.3 The Contractor shall strictly comply with all the statutory compliances of the respective statutory authorities which may impose accordingly and the Employer/Contractee shall not be responsible for the noncompliance of the same.

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

3.5 The Employer/Contractee will pay to the Contractor the sum of Rs. _____ (Rupees _____) (Hereinafter called the 'Contract Sum') or such other sum as shall become payable hereunder at the times and in the manner specified in the Tender Document.

3.7 The Plans, Drawings and Designs, Schedule of Quantities, Technical Specifications, Safety Code, and documents as mentioned above shall form the part of this Agreement. and all disputes are to be decided in the manner prescribed in this said agreement only.

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

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

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

3.11 The Contractor shall not at any point of time have any claim whatsoever against the Employer/Contractee other than the “Contract amount”.

3.12 The Contractor shall indemnify the Employer/Contractee in so far as liability incurred by the Employer/Contractee on account of any default by the Contractor.

3.13 If the Contractor fails to discharge his duties or neglects to perform the work agreed upon to be done under as per the said agreement, the Employer/Contractee is entitled to terminate this agreement as per Clause ...44 of GCC... and get the work done by / through others and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.

4. CONSIDERATION

4.1 The Employer/Contractee shall pay the Contractor, the said “Contract amount”, at the times and in the manner specified in the said conditions. Provided however, that such said “Contract amount” shall be payable only if the contractor has duly performed all its obligations and covenants under this agreement and has discharged all its functions and responsibilities to the satisfaction of the Employer/Contractee.

4.2 The said “Contract amount” is payable by the Employer/Contractee shall be as per Tender Document.

4.3 The said “Contract amount” payable shall be subject to deduction of tax as per the present governing taxation of law.

5. MISCELLANEOUS

5.1 The Contractor shall not assign, delegate, transfer, etc., any of their right/s and / or obligation/s under this agreement to any third person/s, concern/s, firm/s, company/ies or entity/ies.

5.2 The Contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified the Employer/Contractee, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Employer/Contractee, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the contractor, while performing the conditions of this agreement.

5.3 Any amendment and/or modifications to this agreement shall be valid and binding on either party, only if such amendment/modification is mutually agreed to in writing and executed by both parties.

5.4 If any provision contained herein should be held unlawful, becomes incapable of performance by either party, is rendered void or unenforceable for any reason, that provision shall be severed from this agreement and the other provisions shall continue to be valid and performed, as if the severed provision was never a part of this agreement.

5.5 If any provision is not contained herein or in tender document specifically, the same shall be dealt with in accordance with the latest Rates, Guidelines **work manual** and binding on either parties as decided by the PMC and WBIDC engineers.

6. TERMINATION

If the contractor, in the opinion of the Employer/Contractee/PMC, fails or neglects to fulfill any or all terms and conditions of the agreement, the Employer/Contractee shall be entitled to terminate this agreement, without assigning any reason, by a written notice of thirty (30) days to the Contractor and the Contractor shall not have any right to claim any damage / compensation from the Employer for the same.

7. GOVERNING LAW AND JURISDICTION

This agreement shall be constructed and interpreted in accordance with the laws of India. The Courts at Kolkata district alone, to the exclusion of all other courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this Agreement.

8. DISPUTE RESOLUTION

In case of any dispute with regard to interpretation of any section as contained in the Tender document or as may arise 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.

For and on behalf of

Signed, Sealed and Delivered of WBIDC

By its duly authorized official

Employer/Contractee

Witnessed by:

For and on behalf of

Signed, Sealed and Delivered

On behalf of the Contractor

Contractor

Witnessed by:

Form of Bid

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To

West Bengal Industrial Development Corporation Limited
“PROTITI”,23 Abanindranath Thakur Sarani, Camac Street,Kolkata-700017

Description of the Works: : **Installation of One (01) No. New Passenger Lift and Replacement of One (01) No. Existing Passenger Lift in Gems & Jewellery Park, Ankurhati, Howrah, Phase-II (erstwhile TET&SD Building)**

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 lump sum Contract of Total Bid Price of Rs. _____ (BOTH IN FIGURES AND WORDS)
2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
3. This Bid (including all amendments and minutes of pre-bid meeting) and your written acceptance of them shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any Bid you receive.

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).

Authorised Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address _____

SECTION - 6

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION FOR ELEVATORS

- (1) No. of Elevators – 2 (Two) No
- (2) Type - Passenger Elevator
- (3) Capacity Passenger - 10 Persons - 680 Kg for each
- (4) Speed - 1.0 Metre / Sec
- (5) Type of Drive & Control - Variable Voltage, Variable Frequency Drive with Microprocessor based Full Collective Control
- (6) Location of Machine Room – Top
- (7) Machine room height – 2200 mm (approx.)
- (8) Available Travel - 15 Metres (approx.)
- (9) Serving - Ground Floor to 3rd Floor
- (10) Stops - 5 Levels, 5 Openings
- (11) Well Size - 1800 mm Wide X 2000 mm Deep (approx.)
- (12) Pit Depth - 1600 mm (approx.)
- (13) Head Room - 4500 mm (approx.)
- (14) Car Size (Clear Inside) - 1300 mm Wide x 1350 mm Deep X 2200 mm Height (minimum)
- (15) Clear Opening - 800 mm Wide x 2000 mm High (minimum)
- (16) No. of Entrances - One Location – Front
- (17) Car Entrance - Automatic Centre Opening Power Operated door Stainless steel hairline finish without Vision Panel
- (18) Landing Entrance - Automatic Centre Opening Power Operated door Stainless steel hairline finish without Vision Panel
- (19) Car Enclosure - Stainless Steel hairline finish Car
- (20) Flooring - Granite Flooring
- (21) Electric light – Sufficient illumination with LED light
- (22) Fan - Cross Flow Fan of sufficient size
- (23) Power Supply - 415 V three-phase 50 cycles alternating current
- (24) Auxiliary - Single-phase 220 V 50 cycles alternating current
- (25) Indicators - Direction & Position LED Indicator (seven segment)
- (26) Floor Designation – G +,1,2,3.
- (27) Other Features
 - Battery Operated Emergency Alarm & Light
 - Call Registration LEDs
 - OSG Electronic Switch
 - Electro Mechanical Gate Lock
 - Pit Ladder and Balustrade Assembly Opening
 - Lift Announcement System
 - Full Height Infra-red light Curtain Door Safety
 - Fire Man's Drive
 - 3-way Intercom
 - 2 hour Fire Resistance
 - Automatic Rescue Drive & Load Weighting Drive

Car operating panel 1 Partial height Stainless Steel Face Plate Silver brushed StSt 7 Segment display Square surface mounted Buttons with braille KDS300

Landing Signalization Stainless Steel 7 segment display Flush Mounted Silver brushed StSt Square, surface mounted with braille KDS300

Features

Standard Correction drive to next level Emergency Alarm @ Main Floor Car Call backwards

Overload function, constant indication/Buzzer Bypass load Function

Auto Cut off Fan and Light Manual Rescue Operation

Centralized Hoisting for lesser vibration and smooth travel Pit Ladder

Micro movement Led Based Buttons

L.W.D. (Load Weighing Device)

Direction & Position Indicator In Car & Landing Advanced Car Position Indication

Automatic Brake Test function every 11 hours Every run brake supervision

Phase reversal functioning Signal Fixtures

+10% to -10% Voltage Fluctuation Withstanding Capacity Door Close Button

Door Open Button Existing light Fireman Drive

Curtain of Light 169 Beams

Accurate Releveling, Automatic, Closed Door Car door lock

Additional Yes, Advanced Door Opening selected Yes Gong in Car

Nudging service Lift Announcer BMS

[TYP_CAR_LIGHTING(LS5)]

Access Control Provision CCTV provision only

2 Hours Fire rated for landing door

METHODOLOGY OF WORK

1.2 Scope Of Work

The scope of work under this specification shall include the design, manufacture, works testing, supply, and storage, and erection, site testing, commissioning, and putting into operation, final testing and trials of the passenger elevators as per technical parameters attached with this document.

The scope work shall also include all civil works associated with erection of the equipment and making good and painting the civil works as required.

The Contractor shall include for the supply of entire materials in accordance with this specification and the whole of the work and fixing necessary for the complete installation as set down in his specification and with the accompanying schedules. All apparatus, appliances, materials or labour which may be necessary for satisfactory installation and operation of the system in accordance with the intent or purpose of the specifications shall be considered to be in scope of work of the contract and shall be furnished without extra charges, as if fully described and called for in the specifications and/or shown in plans.

1.3 Specification

The following BIS and Codes of Practice with upto date amendments will apply to the equipment and the work covered by the scope of this contract.

IS-1860-1980: Code of practice for installation & maintenance of electric Freight & Good Lifts.

IS-3534-1976: Outline dimensions of electric Lifts.

IS-4666-1986: Specification for Electric Freight and Good Lifts

IS-6383-1971: Specification of Electric Service Lifts.

IS-732-1963 : Codes of Practice for electric wiring installations (system voltage not exceeding 650 volts)

In addition the relevant clauses of the Indian Electricity Rules 1956 as amended upto date and the Indian Electricity Act 1910 shall apply. The Contractor must also take into account local and State regulations as in vogue in UP for the design and installation of Lifts.

Wherever appropriate Indian Standards are not available, relevant British and/or IEC Standards shall be applicable. BIS certified equipment shall be used as a part of the Contract.

1.4 Authorities

The work shall conform to all provisions of the relevant Government Legislation, Regulations and by-laws of the Central/Local Authorities and of any Companies to whose system the installation is proposed to be connected. The Contractor shall give all notices required under the said Acts, Regulations and/or by-laws. The Contractor shall be liable for any omissions and commissions in this regard.

1.5 Specifications and Schedules

The Specifications and Schedule of Quantities shall be considered as part of this contract and any work or materials shown in Schedule and not called for in the Specifications or vice versa, shall be executed as if specially called for in both. The drawings indicate the extent and general arrangement of the equipment, landings, hoistways etc. and area essentially diagrammatic.

The work shall be installed as indicated on the drawings. However any minor changes found essential to co-ordinate the installation of this work with other trades shall be made without any additional cost to the Owner. The data given herein is as exact as could be secured, but its complete accuracy is not guaranteed. Exact locations, distances and levels will be governed by the site conditions.

1.6 Departure from Specifications

- a. Should the Contractor wish to depart from the provisions in these specifications such departure shall be listed in a separate Schedule with full particulars and reasons for the same. Unless this is done the tender shall be deemed to comply in every respect with these specifications. The Contractor should submit complete and detailed technical specification clearly describing the equipment to be supplied and its capability alongwith the bid.
- b. All similar parts and/or equipment shall be interchangeable with one another.

1.7 Material Testing

The Owners shall have full powers to require the materials of work to be tested by an independent agency at the Contractor's expense in order to prove their soundness and adequacy.

1.8 Drawings

1.9 Drawings required prior to commencement of work

The Contractor shall within four weeks after award of the work submit the following drawings in quadruplicate for approval by the Owners and the local authorities.

Layout drawings showing general arrangement of elevators

Schematic wiring diagrams

1.10 Maintenance check charts and lubricating charts

These drawings shall incorporate detailed layouts of machines, motors, controllers, guide rails, counter weights, pulleys etc. Details of cut-outs, pockets, foundations etc. shall also be furnished. The Engineer In-charge of the work / Consultants shall within 15 days of the submission of drawings convey comments/approval on receipt of these drawings. The Contractor shall incorporate any modifications, if found necessary by the Architect and six prints of such modified drawings shall be furnished to the Consultant within 15 days of receipt of comments/approval by the Contractor. No modifications shall be made in drawings after the same have been approved by the Architect without their prior consent. The manufacture shall commence work only after such approval is obtained. The Contractor shall be responsible for cost of all alteration of the works due to discrepancies or omissions in the drawings or other particulars supplied by him, whether such drawings have been approved by the Consultant or not.

1.11 Works to be done by the contractor.

In addition to the manufacturer, supply, installation, testing and commissioning of the lift including all auxiliary equipment, following works shall be deemed to be included within the scope of the work to be done by the contractor.

All minor building work necessary for installation of equipment such as making of opening in wall/ floors,

either of RCC or brick masonry etc., and restoring them to original condition and finish. The scope of minor building work includes all grouting of foundation concrete pads to be formed or made as base for supporting R.S. joists etc., grouting and anchoring of all boards clamps, supports, foundation bolts, installation in position of R.S. joists in the machine room, lift well or in the pit, such work shall exclude cutting of marble work and construction of partition wall wherever involved.

Supply of necessary R.S. joists or angle iron support brackets etc., for installation of the lift, either in the machine room or at other places as may be necessary including their installation in position.

All electrical works except bringing in main connection and earth connection to the machine room terminated on suitable switch fuse unit/ board. All electrical works including inter-connection from this switch / board and loop earthing from the earth bar to be provided in the machine room shall be done by the successful contractor.

Responsibility to ensure safety of lift materials against pilferage and damage till the installation is handed over to the consignee.

All scaffolding as may be necessary in the lift well during erection work and subsequently removed.

Temporary barricades with caution boards at each landing to prevent accident during execution of work.

Supply and installation of landing fascia plates made of steel, car apron plates, sill support angles with necessary clamps, foundation bolts support etc., as are necessary in connection with the installation of the lift.

Steel ladder to be provided for access to lift pit wherever required under regulations.

1.12 Coordination with other agencies

The successful contractor shall coordinate lift installation work with other contractor / agencies engaged in construction of building if any and exchange freely all technical information so as to make the execution of works contract smooth.

1.13 1.10.4 Completeness of tender

All fittings, equipments, units, assemblies and accessories, hardware, foundation bolts, terminal lugs for electrical connections, cable glands, junction box and items which are useful and necessary for efficient assembly in operation and installation shall be complete in all details whether such details have been mentioned in the specification or not.

1.14 Information to be supplied by contractor after award of work.

Within a period of 4 weeks from the date of receipt of letter of acceptance the contractor shall provide the department his programme bar chart for submission of preliminary drawing, manufacturing of equipment, installation, testing, commissioning and handing over. This should be correlated with the building completion programme. The contractor shall be required to submit in triplicate the following drawings and information within the above 4 weeks period for approval of the department before commencing the work.

- a). All general arrangement drawing:
- b). Details of foundations for equipments, load data location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction of buffers on lift pits, reaction on support point in machine room, lift well etc.
- c). Complete layout dimensions for every unit/ group of units with dimensions required for erection purposes.
- d). Any other drawing/ information not specifically mentioned above but deemed to be necessary for the job by the contractor.
- e). List of items to be carried out by the department in accordance with the tender accepted.

1.15 1.10.6 Commencement of work.

As soon as the preliminary drawings are approved, the contractor should commence work. The contractor shall also send seven sets of final drawings to the department who shall return one copy.

1.16 Completion Drawings

After the completion of the work and before issuance of the virtual completion certificate the Contractor shall provide four sets of completion drawings for the elevator installed alongwith ink tracings on cloth of all drawings. The various equipment and parts shall be suitably numbered for identification and ordering of spare parts.

1.17 Structural

The Owner shall provide all structural steel for the hoisting beams in the machine room only. All other structural steel shall be provided by the Contractor. These include Minor builders work, MS Steel Angles, fascia plates and MS beams for fixing machine in the machine room.

1.18 Scaffolding

Scaffolding, minor builders work including providing dash fasteners for fixing rails, brackets etc. shall be the responsibility of Contractor.

1.19 Steel

Contractor shall include in his scope of work all steel requirements for machine beams, bearing plates, buffer supports, channels as required. All steel items not including but required for the installation work shall be part of the tender document.

1.20 Completion Certificate

On completion of the installation a certificate shall be furnished by the Contractor countersigned by the licence Supervisor under whose direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local supply authority. The Contractor shall be responsible for getting the installation inspected and approved by the local authorities concerned.

1.21 Statutory Approvals

The Contractor shall submit the required applications, drawings, etc to the Corporation, lift Inspector, Electrical Inspectors, Factory Inspectors and/or any other statutory authorities and obtain the approval, licences and/or sanctions. The final completion certificate shall be obtained by the Contractor from all statutory authorities to enable the Owners to commission the equipment or its utilisation. The Contractor shall be responsible for all fees etc to be paid to the various authorities in this respect. The work shall not be deemed to have been completed until the above approval certificates, etc have been obtained by the Contractor.

1.22 Environmental Safety

1. Nearby Streams, water courses, lakes, reservoir shall be protected from contamination by the soil erosion from areas exposed during excavation by constructing temporary berms, dykes, sediment Basins, slopes, drains & by the use of temporary mulches, seeding or other control devices.

2. Vehicles tracks shall be kept moist to prevent flying of dust particles with the vehicle movement.

ARRANGEMENT FOR TRAFFIC:-

The works shall be so executed that there is a minimum disturbance to the traffic. The traffic shall be diverted by making proper diversions at suitable locations and in accordance with clause of MORT&H. Signboards indicating the locations of these diversions shall be fixed at desired positions.

SPECIFICATION FOR GENERAL CIVIL ENGINEERING WORKS.

1. Conditions for Electrical and Air-conditioning Works:-

1.1 All chase cuttings in the wall, for recessed conduits & boxes and drilling the holes shall be done with power operated machines only. No chase shall be allowed to be cut manually with the use of hammer & chisel.

1.2 All cuttings in cement plaster and brick shall be made good by using cement mortar 1:3 (1 part cement, 3 part coarse sand)

1.3. The cut surfaces shall be repaired by an experienced mason only so as to match the repaired plaster with the original.

1.4. such repaired surfaces shall be cured for 3 to 4 days to keep the surfaces wet,

2. The following drawings shall be provided by the Architect/Engineer-In-Charge of the work:-

2.1. Conduit layout for lights, fans, socket outlets, telephone outlets, network & fire alarm system and sub mains showing size of conduits, no. of wires and size of wires in each run, location and size of accessories like junction boxes, ceiling boxes for hooks, draw boxes and switch boxed etc.

2.2. Cable routing drawings showing details of size, type and no. of cables and mode of installation.

2.3. Ducting /chilled water pipe line/drain pipe etc., drawing showing details of size, type and mode of installation.

2.4. Following drawings shall be furnished by the contractor for the approval of the Engineer-In-charge. G.A and schematic drawings of MV switchgear/distribution /Plant/AHU/ FCU/Fire Alarm panel showing material and size of sheet steel/bus bars / inter connections and make and ratings of switchgear i/c details of protection, metering, indicating and inter lock etc. Ducting /chilled water pipe line/drain pipe etc., drawing showing details of size, type and mode of installation.

1.23 Completion drawings:

On completion of works and before issuance of completion certificate, the contractor submit completion drawings in the form of three complete set of originals (reproducible) .

- i) As built GA and schematic drawings of MV panels, distributions boards, fire alarm panels, Plant, AHU & FCU etc. showing material and size of sheet steel/bus bars/ connections and make and rating of switchgear i/c details of protection, meter indicating and interlocks etc.
- ii) Technical literature, test certificates and operation and maintenance manuals required.

1.24 Works Inspection and Testing of Equipment:

Prior to dispatch of equipment the Institute reserves the right to inspect the same at the manufacturer's works and the contractor shall provide and secure every reasonable access and facility at the manufacturers works for inspection, for witness of all acceptance and routine tests as per relevant Indian Standards. Contractor shall give a reasonable notice of about 15 days for the purpose of test, and witness of all major equipments.

- a.) Pre-commissioning test: All routine tests shall be carried out on the electrical & air-conditioning equipment. Protective & measuring devices should be checked for calibration of Plant AHU & FCU's should be checked for air quantities. All grills/diffusers should be checked for balanced air quantities.

1.25 The work shall be executed on the basis of the following CPWD specifications:

i) Electrical Works :

- *General specifications for Electrical Works Part-1 (Internal) 2013 with up to date corrections.*
- *General specifications for electrical works (external) 1994 with upto date corrections.*
- *General specifications for electrical works Part-VII (DG set) 2013 with upto date corrections.*
- *General specifications for electrical works Part-IV Sub-station- 2013 with upto date corrections.*
- *General specifications of HVAC works 2004 with upto date corrections.*

1.26 For the purpose of clause 12 of the General conditions of contract the following schedule of rates shall be applicable.

- i) Electrical Works: Based upon prevailing market rates.

1.27 The special conditions listed above shall take precedence over all above provisions of the contract. The General Condition of contract for CPWD works shall be generally followed including the clause 21 i.e. work shall not be sublet.

1.28 The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and leveling, interiors, landscape, and electrical and mechanical engineering works, etc. No claim shall be entertained due to work being executed in the above circumstances.

1.29 No contractor, to whom the provisions of the BOCW Act apply, shall be allowed to commence work on the campus unless he has produced the 'Registration Certificate' issued by the office of Dy. CLC (Central).

1.30 The contractor shall engage only such workers who are registered as beneficiaries with U.P. BOCW

Welfare Board and in case of engagement of new workers, he shall ensure the submission of applications for registration of such workmen within appropriate time.

1.31 A certificate for administrative convenience shall be obtained from the contractor covered under BOCW Act whether he has engaged 10 or more workmen while working in the Institute and only thereafter, Cess @1% from the bills raised by him shall be deducted at source for all running works. Cess, so deducted shall be deposited with the BOCW Welfare Board.

1.32 As per clause 36 (I) of GCC: It should be noted that license wire man shall only be allowed for the wiring work.

1.33 Specification

The following BIS and Codes of Practise with upto date amendments will apply to the equipment and the work covered by the scope of this contract.

IS-1860-1980: Code of practise for installation & maintenance of electric Freight & Good Lifts.

IS-3534-1976: Outline dimensions of electric Lifts.

IS-4666-1986: Specification for Electric Freight and Good Lifts

IS-6383-1971: Specification of Electric Service Lifts.

IS-732-1963 : Codes of Practice for electric wiring installations (system voltage not exceeding 650 volts)

In addition the relevant clauses of the Indian Electricity Rules 1956 as amended upto date and the Indian Electricity Act 1910 shall apply. The Contractor must also take into account local and State regulations as in vogue in UP for the design and installation of Lifts.

Wherever appropriate Indian Standards are not available, relevant British and/or IEC Standards shall be applicable. BIS certified equipment shall be used as a part of the Contract.

1.34 Works to be done by the contractor.

In addition to the manufacturer, supply, installation, testing and commissioning of the lift including all auxiliary equipment, following works shall be deemed to be included within the scope of the work to be done by the contractor.

All minor building work necessary for installation of equipment such as making of opening in wall/ floors, either of RCC or brick masonry etc., and restoring them to original condition and finish. The scope of minor building work includes all grouting of foundation concrete pads to be formed or made as base for supporting R.S. joists etc., grouting and anchoring of all boards clamps, supports, foundation bolts, installation in position of R.S. joists in the machine room, lift well or in the pit, such work shall exclude cutting of marble work and construction of partition wall wherever involved.

Supply of necessary R.S. joists or angle iron support brackets etc., for installation of the lift, either in the machine room or at other places as may be necessary including their installation in position.

All electrical works except bringing in main connection and earth connection to the machine room terminated on suitable switch fuse unit/ board. All electrical works including inter-connection from this switch / board and loop earthing from the earth bar to be provided in the machine room shall be done by the successful contractor.

Responsibility to ensure safety of lift materials against pilferage and damage till the installation is handed over to the consignee.

All scaffolding as may be necessary in the lift well during erection work and subsequently removed.

Temporary barricades with caution boards at each landing to prevent accident during execution of work.

Supply and installation of landing fascia plates made of steel, car apron plates, sill support angles with necessary clamps, foundation bolts support etc., as are necessary in connection with the installation of the lift.

Steel ladder to be provided for access to lift pit wherever required under regulations.

1.35 Coordination with other agencies

The successful contractor shall coordinate lift installation work with other contractor / agencies engaged in construction of building if any and exchange freely all technical information so as to make the execution of works contract smooth.

1.36 Completeness of tender

All fittings, equipments, units, assemblies and accessories, hardware, foundation bolts, terminal lugs for electrical connections, cable glands, junction box and items which are useful and necessary for efficient assembly in operation and installation shall be complete in all details whether such details have been mentioned in the specification or not.

1.37 Information to be supplied by contractor after award of work.

Within a period of 4 weeks from the date of receipt of letter of acceptance the contractor shall provide the department his programme bar chart for submission of preliminary drawing, manufacturing of equipment, installation, testing, commissioning and handling over. This should be correlated with the building completion programme. The contractor shall be required to submit in triplicate the following drawings and information within the above 4 weeks period for approval of the department before commencing the work.

- a). All general arrangement drawing:
- b). Details of foundations for equipments, load data location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction of buffers on lift pits, reaction on support point in machine room, lift well etc.
- c). Complete layout dimensions for every unit/ group of units with dimensions required for erection purposes.
- d). Any other drawing/ information not specifically mentioned above but deemed to be necessary for the job by the contractor.
- e). List of items to be carried out by the department in accordance with the tender accepted.

1.38. Site Condition:

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

1. Setting out and leveling:

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

1.2. Safety Code:

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

1.3. Keeping works free from water:

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

1.4. Clear Site:

The site during the execution of works should have sober and tidy appearance with everything necessary for the work neatly and systematically arranged. The contractor at his own cost shall clear the site of all trees, roots and obstructions. Where excavation is required, that should be done strictly upto the required level. Any surplus earth should be spread over the low lands or used in earth filling works for development of site.

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

1.5. Bench Marks and Ground Water Gauges:

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

1.6. Inspection:

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

1.7. Contractor's Staff:

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

1.8. Measurement of Work :

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

Materials to be Supplied by Contractor

The contractor shall supply all materials required for successful completion of the work. The quality of such materials as stated above shall conform to the requirements of the BIS (Bureau of Indian Standard), P.W.D. or any other approved standard specification. In all cases, the latest modification or revision of such specifications will be applicable for use. All sampling, testing and transportation of such materials shall take place under the direction of the Engineer-in-Charge at the testing laboratory as may be designated by the Department at the cost of the Contractor. Tests will be made in accordance with the standard methods of testing of the I.S. or other standard specifications. The Engineer-in-Charge has full power to reject or condemn any workmanship or materials that he may deem unsuitable.

All materials not conforming to the requirements of these specifications shall be considered as defective and shall be rejected for use and shall be removed by the Contractor from the site of the work within 24 hrs. at his own cost. In case of non-compliance with such orders, the Engineer-in-Charge shall have the full authority to cause such removal at the cost and expense of the Contractor and the contractor shall not be entitled to any loss or damage on that account. The Engineer-in-Charge will have full right to inspect the store of materials supplied by the Contractor for the use of this contract work.

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer-in-Charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-Charge may direct at the place of manufacture or fabrication, or on the site or at such other place or places as may be specified in the contract, or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the

works for testing as may be selected and required by the Engineer-in-Charge, be it at site or at the manufacturer/Vendor's premises. Contractor will have to procure materials from manufacturers Vendor as may be approved by the E.I.C. No variation will be allowed Contractor will have to furnish original documentary evidence of procurement of the materials from the specified agencies along with their Certificate of Guarantee/Warranty along with two sets of photocopy of the same to the EIC before release of payment. The EIC will keep one set of photo copy with him and send the other set to the Superintending Engineer after due authentication by him. The original document will be returned to the contractor thereafter by the EIC.

In any case if Department will inspect solely than the charges of inspection @ 1% of the cost of materials to be deducted from his Bills. In this regard decision of E-I-C will be final & binding.

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

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

1.9. Safety Measures and Public Convenience

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

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

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

1.10. First-Aid Facilities

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

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

1. Construction Records

The Contractor shall keep and supply to the Engineer-in-Charge the up-to-date records of the dimensions and positions of all permanent works (showing therein any approved deviation between the drawing and the work as actually executed). The information available from the records must be adequate and complete to enable preparation of completion drawing by the Contractor at his own cost from these records.

2. Insurance against Accident etc. to Workmen:

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

3. Completion Certificate:

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

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

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

4. Safety Requirements:

CONTRACTOR shall use safety belts, whenever his workmen work at a high altitude to avoid risk of any accident or fall Hard Top Hats to be used by the CONTRACTOR's workmen at the places wherever required. First Aid and other medical facilities to be provided at the work site by the CONTRACTOR. CONTRACTOR's personnel working at site should have Identity Badges during their stay inside the plant. Prior approval of identity badges or cards by Engineer-in-Charge shall be obtained by the CONTRACTOR.

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

5. Approval Of Materials:

Sample of materials in sufficiently large quantity with descriptive data thereof shall be furnished by the contractor to the Engineer-in-charge well before the collection of such materials and equipments so as to permit inspection, testing and approval. The sample shall be properly marked to show the name of the materials, name of manufacturer, place of origin and item for which it is to be used. After approval, the sample shall be available for inspection at all time.

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

6. Storage of Materials:

Agency has to arrange for storage of materials at the site as per IS: 4082 (specifications for storage of materials) at his own cost. Storage should be in such a way that any personnel of the WBIDC can access & check the quality of materials (mainly of cement & steel) during the work.

NOTE : ALL THE WORKS ARE TO BE EXECUTED AS PER PWD SCHEDULE.

