



WEST BENGAL TRADE PROMOTION ORGANISATION

Milan Mela
3, JBS Haldane Avenue,
Kolkata 700046
(at the Park Circus – E M Bypass connector)

Email: tuli@wbtpo.in
Visit us at: www.wbtpo.in/

TENDER REFERENCE NO: - WBTPO/Tender for RCC boundary wall/20/15-16
Dated 17.02.2016

TENDER DOCUMENT

FOR

**SELECTION OF CONTRACTOR FOR CONSTRUCTION OF R.C.C BOUNDARY
WALL.**

AT MILAN MELA, KOLKATA, WEST BENGAL.

FEBRUARY, 2016

DISCLAIMER

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

The issue of this RFP document does not imply that WBTPO is bound to select a Bidder(s) or to appoint the preferred Bidder(s) for the project and WBTPO 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 WBTPO 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 WBTPO 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**
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List of Important Dates of Bids

Name of work:

Selection of contractor for construction of R.C.C boundary wall including one (01) year defect liability period at Milan Mela, Kolkata, West Bengal.

Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	19.02.2016
2	Documents download/sell start date (Online)	19.02.2016 at 18.00Hrs
3	Pre Bid Meeting	23.02.2016 at 14.00 Hrs
4	Bid submission start date (On line)	20-02-2016 at 10:30 Hrs
5	Bid Submission closing (On line)	05-03-2016 at 15:00 Hrs
6	Bid opening date for Technical Proposals (Online)	07-03-2016 after 11:00 Hrs
7	Date of uploading list for Technically Qualified Bidder(online)	To be notified later
8.	Date for opening of Financial Proposal (Online)	To be notified later
9.	Overall completion period for work	4 (Four) calendar months excluding 1 year defect liability period. (as specified bid document)
10.	Bid validity	180(One Eighty) Days from the last date of bid submission

Press Notice

E-Tender Reference No.: WBTPO/Tender for RCC boundary wall/20/15-16

West Bengal Trade Promotion Organisation (WBTPO) proposes to selection of contractor for construction of R.C.C boundary wall including one (01) year defect liability period at Milan Mela, Kolkata, West Bengal. The work subject to terms and conditions annexed hereto and as per schedule of programme given below.

SI No.	SUBJECT	DESCRIPTION
1.	Place	Milan Mela ³ , JBS Haldane Avenue, Kolkata – 700046 (at the Park Circus – E M Bypass connector)
2.	Name of work	Selection of contractor for construction of R.C.C boundary wall including one (01) year defect liability period at Milan Mela, Kolkata, West Bengal.
3.	Overall Time allowed for completion	04 (Four) calendar months excluding 12 months defect liability period. (as specified bid document)
4.	Document download	The total Tender Document can be downloaded from the e-procurement portal https://wbtenders.gov.in/nicgep/app from <u>19.02.2016</u> at 18:00 Hrs.
5.	Last date and time for submission of Online Tender	05/03/2016; 15:00 hrs

NOTICE INVITING e-TENDER

For selection of contractor for construction of R.C.C boundary wall including one (01) year defect liability period at Milan Mela, Kolkata, West Bengal., sealed item- rate-quotation are invited from renowned and eligible Agencies/Company for undertaking the following work on behalf of West Bengal Trade Promotion Organisation (WBTPO) by

**The CEO
Milan Mela
3, JBS Haldane Avenue,
Kolkata - 700046
(at the Park Circus – E M Bypass connector)**

For the following work:

Sl. No.	SUBJECT	DESCRIPTION
1	Name of work	Selection of contractor for construction of R.C.C boundary wall including one (01) year defect liability period at Milan Mela, Kolkata, West Bengal. E-Tender Reference No.: WBTPO/Tender for RCC boundary wall/20/15-16
2	Location of work	Milan Mela3, JBS Haldane Avenue,Kolkata – 700046 (at the Park Circus – E M Bypass connector)
3	Estimated cost of the Work	Rs.75,20,766.18. (Rupees seventy five lakhs twenty thousand seven hundred sixty-six and eighteen paisa only)
4	Time of completion	4 (Four) calendar months excluding one (01) year defect liability period. (as specified bid document)
5	Qualification criteria	<p>The bidder must be a reputed and reliable construction company having the following credentials:</p> <p>a) Bidder should have at least one similar construction experience in relation to R.C.C construction and allied works. The work must be under a single contract anywhere in India with State or Central Government / Autonomous body/Reputed organization. At least one similar construction equivalent to 80% of the estimated cost or two similar works of 50% of estimated cost or three similar works of 40% of estimated cost for which the bid is invited for Govt. /semi Govt. /Statutory bodies/Organizations for repute. The works have to be executed as prime Contractor.</p> <p>b) Certificates (minimum 1 no) for work already done from executing authority / client not below the rank of Executive Engineer/ Divisional Engineer / equivalent be produced clearly stating that the work entrusted to him has been successfully completed. Having no adverse measure (Punishment, Hon'bleCout's, Verdict) taken by client, if any, by any authority/ client on any account against their organization/ firm for any project or similar nature or otherwise executed during last 3(three) years working.</p> <p>c) A declaration to that effect will have to be submitted in the form of Affidavit in non-judicial stamp paper duly Notarized.</p> <p>d) Bidder should not be black listed with any Govt. /semi Govt. /Statutory bodies/Organisations.</p> <p>e) The bidder shall have a minimum average yearly turnover of at least Rs. 25 lakhs for the last three years.</p> <p>f) The bidder should be a profit making organization consistently for the last three financial years.</p> <p>g) The bidder must have an organizational set up consisting of qualified engineers.</p>

Sl. No.	SUBJECT	DESCRIPTION
8	Availability of Tender Documents	Tender documents will be available w.e.f. 19.02.2016 from the e- procurement portal www.wbtenders.gov.in
9	Site Visit	Bidders are advised to visit the site before submission of bid.
10	Submission of tender	Bidding documents, digitally signed by authorized person of the bidder must be uploaded on line from after 20.02.2016 at 10.30 hrs. and must be uploaded on or before 05.03.2016 at 15-00 Hrs.(as per server clock).
11	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement portal https://wbtenders.gov.in/nicgep/app . If required, the bidders may be requested to submit the hard/ original copy of the technical bid at the time of verification of the documents.
12	Date, time and venue of opening of Technical Bid	07.03.2016 at Time: 11-00 hours (as per server clock). Place: Milan Mela3, JBS Haldane Avenue,Kolkata – 700046 (at the Park Circus – E M Bypass connector)
13	Date of Opening of Financial Bid	To be notified later
14	Validity of the bid	One Twenty (180) days from the date of submission of tender.
15	Taxation	Taxes applicable if any in respect of this contract whether in vogue or may be imposed in future shall be payable by the contractor and WBTPPO will not entertain any claim what so ever in this respect. However any benefit due to reduction of taxes etc. may be passed onto WBTPPO.

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

Section – 2
Background Information

1.1 Background, Site Location and Connectivity

Milan Mela is East India's premier International Exhibition-cum-Conference Facility. Spread across 18.40 acres, it is strategically located at 3, JBS Haldane Avenue near the cross-section between EM Bypass and Park Circus Connector next to ITC Hotel and opposite Science City. It offers its exhibitors well developed and landscaped space, both covered and open, along with adequate parking facilities, dedicated conference and office facility for conduct of small and large scale amenities.

Conventions & Exhibitions (Trade expo and Consumer expo) Milan Mela had been holding a range of exhibitions and conferences in the last two years such as the Kolkata Book Fair, India Industrial Trade fair, Handicrafts and Handloom Fairs. Other events include sectors such engineering, auto, education, Electronics, IT hardware, Softwares, furniture, medical, energy, tourism, biotechnology, food processing, agriculture, textiles, printing, logistics and material handling, industrial automation etc Be it a meeting, team-building exercises, seminar, national and international conference or networking events, Milan Mela is poised to serve all purposes.

SECTION- 3
Instructions to Bidders

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Section - 3
Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1** The Employer –“The Chief Executive Officer, West Bengal Trade Promotion Organisation” invites sealed item rate e-tenders for Selection of contractor for construction of R.C.C boundary wall including one (01) year defect liability period at Milan Mela, Kolkata, West Bengal.
- 1.2** The successful Bidder will be expected to complete the Works within **4 (Four) calendar months from the date of issue of the Notice to proceed with the work or Work Order**. The **Defect liability period** is 1 (one) year counted from the date of successful completion of the work. The necessary manpower needed shall be provided by the Contractor during the **Defect liability period**. No extra claim shall be entertained for this purpose.
- 1.3** The intending tenderers should make them thoroughly acquainted in the prevailing conditions of the site, facilities and difficulties and together information which might influence in making the offers. They should study all the conditions and information included in the tender documents and gets these verified from actual inspection of site and collect additional information as may be necessary by them.
- 1.4** Extra claims or any concession on the ground of insufficient data or information and absence of knowledge of conditions prevailing at situation arising during the execution of the work shall not be entertained
- 1.5** Throughout these documents, the terms “bid” and “tender “and their derivatives (bidder / tenderer, bid/ tender, bidding /tendering, etc.) are synonymous.
- 1.6** The term ENGINEER will mean the authorized representative(s) from the Client who will overlook all the site activities.

2 Source of Funds

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

3 Invitation to Tender

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

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

4 Pre-Bid Conference

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

5 Completeness of Offer

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

6 Eligible Bidders

- 6.1** This Invitation for Bids is open to all eligible and renowned bidders who have previous experiences of successfully completing similar nature of Works.
- 6.2** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority whatever name called under the Central or the State Government.

7 Qualification of the Bidder

- 7.1 All bidders shall upload all the information as requested in Section 4, Qualification Information along with the Technical Part and Form of Bid (Format given in Section 9) along with the financial part of the Bid Document
- 7.2 All bidders shall include the following information and documents with their bid in Section 4, Qualification Information:
- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - b. Total monetary value of similar works performed for each of the last three years.
 - c. Having proven experience, expertise & capabilities to undertake all the activities including construction of major R.C.C structure, Operation & Maintenance under State or Central Government / Autonomous body/Reputed Organisation within last 3 years and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent.
 - d. Details of the technical personnel proposed to be employed for the Contract.
 - e. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past 3 years.
 - f. Information regarding any litigation or arbitration during the last 3 years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter.
 - g. Evidence of ownership of major items of construction equipment by providing a list of construction equipment and providing evidence of arrangement of possessing them on hire/lease/buying.
 - h. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the last 3 years.
 - i. An undertaking in stamp paper that the bidder will be able to invest a minimum of cash up to 20% of the Contract Price of works, during the implementation of the works.
 - j. Proposals if any, for subcontracting any component of the Work.
 - k. The proposed Approach Methodology and Work plan of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.
- 7.3 Bids from joint venture are not allowed.
- 7.4 To qualify for award of the Contract, each bidder should have in the last three years:
- A. Minimum average yearly turnover of at least Rs.25 lakhs (in all cases of civil engineering construction work only).
 - B. At least one similar construction equivalent to 80% of the estimated cost or two similar works of 50% of estimated cost or three similar works of 40% of estimated cost for which the bid is invited for Govt. /semi Govt. /Statutory bodies/Organizations for repute.

Documentary evidence in support of the above should be submitted.

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

- 7.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and /or
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays incompletion, litigation history, or financial failures etc.

8 One Bid per Bidder

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

9 Cost of Bidding

9.1 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.

10 Site Visit

10.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for design, drawing of all infrastructural work, preparation of bid document for selection of consultant and contractor through e-tendering etc. of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

10.2 For site visitor for any clarifications relating to this Tender Document the bidder may contact the person (s) whose contact details are given below:

Mr. S. K. Majumder
 Advisor - Engineering, WBTPD
 Phone No. 033 2251 7513

B. Bidding Documents and Evaluation

1. Content of Bidding Documents

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

1.2. PRE QUALIFICATION PROPOSAL

Technical Proposal:

a. Statutory Cover containing the following digitally signed documents:

- 1. NIT
- 2. Technical Specification
- 3. Qualification Information
- 4. EMD
- 5. Tender Drawing.

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

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

Sl. No.	Category Name	Sub category Description	Details
2.	Certificate	Certificate	As per Clause 7.5 (a) Section 3 (a) The Copies of latest Income Tax Returns of last three years; (b) An affidavit that the information furnished with the bid documents is correct in all respects. (c) Professional Tax clearance Certificate /Sale Tax Clearance Certificate. (d) Valid License regarding engagement of workers from labour department, Govt. of W B. (e) PAN Card (f) Audited balance sheets and Profit and Loss Account for the preceding three years (audited and unaudited as applicable) (g) Service Tax Registration certificate
3.	Company Details	Company Details	(a) Name of the Organization (b) Address of the Organization (c) Year of Establishment (d) Status of the firm (e) (Whether Company/Firm/Proprietary) (f) Name of Directors/ Partners/Proprietor. (g) Whether registered with the Registrar of Companies/ Registrar of Firms. If so, mention number and date. (h) Document of empanelment with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.
4.	Credentials	Credential	Bidder should have at least one similar construction equivalent to 80% of the estimated cost or two similar works of 50% of estimated cost or three similar works of 40% of estimated cost for which the bid is invited for Govt. /semi Govt. /Statutory bodies/Organizations for repute. CV s of each team member to be deputed in the project.
5.	Financial Information	P/L & Balance Sheets 2012-2013, 2013-2014, 2014-2015	a)All balance Sheets
6.	Declaration	Declaration1	Addenda issued in accordance with Clause Of IT Band /or Minutes of Pre-Bid Meeting Other important documents

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

Financial Proposal:

The Financial Proposal contains the following documents:

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

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

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

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

2. Clarification of Bidding Documents and Pre-bid Meeting

- 2.1. Prospective Bidder requiring any clarification of the bidding documents may raise the query /queries at the Pre-bid Meeting. Copies of the Employer’s response will be uploaded to the website, including a description of the inquiry, but without identifying its source.
- 2.2. The bidder or his authorized representative is invited to attend the pre-bid meeting on 23.02.2016 at WBTPPO office at 14.00 HRS.
- 2.3. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Bidders are advised to attend the same. Technical queries shall preferably be forwarded at least 2 days in advance before the pre-bid conference.
- 2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded in the official website of WBTPPO. Any modifications of the bidding documents listed in this document of ITB, which may be commence as necessary result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause of ITB and not through the minutes of the pre-bid meeting.
- 2.5. Non- attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

3. Amendment of Bidding Documents

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

C. Preparation of Bids

1. Language of Bid

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

2. Documents Comprising the Bid

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

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

3. Bid Prices

- 3.1. The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.
- 3.2. The Bidder shall adopt the Item Rate Method; only this option is allowed to the Bidders.
- 3.3. Item Rate Method requires the bidder to quote rates and prices of all items of the Works described in the Bill of Quantities. The items for which no rate or price is entered by the Bidder will not be paid for, by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 3.4. The quantities of the various items mentioned in the BOQ are approximate and may vary up to any extent or be deleted altogether. The quoted rates of each item shall, however, remain firm for the total duration of the project. The Contractor, in his own interest, should get an indication of the probable extent of the work to be executed under any particular item in the schedule, before undertaking any preliminary and enabling work or purchasing bought-out components related to the work.
- 3.5. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that becomes payable by the Contractor under the Contract, or for any other cause. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- 3.6. Only Service Tax and Education Cess will be paid by the Employer on the Contractor’s bill as applicable under law.
- 3.7. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

4. Currencies of Bid

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

5. Bid validity

5.1. Bids shall remain valid for a period 180 (One Eighty) days after the dead line date for bid submission Specified in Clause of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

5.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of the Bank Guarantee for a period of extension and in compliance with Clause C/6 of ITB in all respects.

6. Earnest Money

6.1. The Bidder shall furnish, as part of the Bid, Earnest Money, for an amount Rs.1,00,000/-.

6.2. Rs.1, 00,000/- (Rupees one lakh only) through RTGS/NEFT, the details of which is as follows:

Name of the Bank	: ICICI BANK
Address	: 22, R.N. MUKHERJEE ROAD, KOL-700001
A/c No.	: 000601041826
RTGS/NEFT IFSC CODE	: ICIC0000006
Beneficiary Name	: WEST BENGAL TRADE PROMOTION ORGANISATION

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

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

6.5. The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause C/5.1 of ITB.

6.6. The Earnest Money may be forfeited:

- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity.
- b) If the bidder does not accept the correction of Bid Price pursuant to clause E/4.
- c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. Sign the Agreement; and/or
 - ii. Furnish the required Security Deposit.

7. Alternative Proposals by Bidders:

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

8. Format and Signing of Bid:

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

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

8.3. The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, making the correction, initial with date by the person or persons signing the Bid.

9. Makes And Origin Of Equipment (not required for the tender)

10. Evaluation Of Tenders

Conditional Tender shall be summarily rejected.

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

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

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

12. Withdrawal Of Submitted Tender

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

D. Submission of Bids

1. Submission of Bids

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

2. Deadline for Submission of Bids:

2.1. The last date of uploading of Bids 05.03.2016 at 15.00hrs, (as per server clock)

3. Late Bids:

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

E. Bid Opening and Evaluation

1. Bid Opening

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

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

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

2. Process to be Confidential

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

3. Clarification of Bids and Contacting the Employer

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

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

4. Correction of Errors

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

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

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

5. Evaluation and Comparison of Bids

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

5.2. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

F. Award of Contract

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

- 1.1. The Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids ,at any time prior to the award of Contract, without incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer' section.
- 2. Notification of Award and Signing of Agreement.**
- 2.1. The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity.
- 3. Security Deposit**
- 3.1. The earnest money deposited by the Contractor shall be converted into initial Security Deposit and a deduction 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 Six months from the date of commencement of the work certified by the Engineer –in- Charge.
- 3.2. Before issuance of the WORK ORDER, the quotation inviting authority may verify the credential and other documents of the lowest Bidder, if found necessary. After verification if it is found that the documents submitted by the lowest Bidder is either manufactured or false in that case work order will not be issued in favor of the said Bidder under any circumstances.
- 3.3. Failure of the successful Bidder to comply with the requirements of Clause F/3.1.shall constitutes 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.
- 4. Cost of Downloaded Tender Document**
- 4.1. In terms of Government Order No.199-CRC/2M-10/2012 dated 21.12.2013, the cost of tender document is exempted for e-tendering process.
- 5. Corrupt or Fraudulent Practices**
- 5.1. The Employer requires the bidders /Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

Section 4 - Qualification Information

Notes on Form of Qualification Information

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

1. Individual Bidders:

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

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

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

1.4	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	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakh)*
	Separate sheets to be attached							
(B)	Works for which bids already submitted:							
	Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks, if any	
Separate sheets to be attached								

1.5	Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 7.2(g) and Clause 4.5 (b) of the Instructions to Bidders.			
	Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased
Separate sheets to be attached				
1.6	Qualifications of technical personnel proposed for the Contract. Refer also to Clause 7.2(d) of the Instructions to Bidders and Clause 9.1 of Part-I General Conditions of Contract.			
	Position	Name	Qualification	Years of experience
				Over Head Reservoir Works
Separate sheets to be attached				
1.7	Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract. And Clause 7.6 of ITB.			
	Sections of the Works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work
	Separate sheets to be attached			

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

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

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

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

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

Section - 5
General Conditions of Contract

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

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General Conditions of Contract

A. General

1. Definitions

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

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

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

Compensation Events are those defined in Clause 43 hereunder.

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

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

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

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

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

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

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

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

Defect liability period is 12 months (one year) from the date of issue of Completion Certificate.

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

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

The Employer is **West Bengal Trade promotion Organisation (WBTPO)**

Designation: Chief Executive Officer

Address: Milan Mela

3, JBS Haldane Avenue,

Kolkata - 700046

(at the Park Circus – E M Bypass connector)

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

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

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

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. **The Intended Completion Date is 4 months from the start date.** The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

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

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

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

The **Site** is at Milan Mela. Just Opposite Science City, EM By pass.

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

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

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

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

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

2. Interpretation

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

3. Language and Law

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

4. Engineer's Decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

- 7.1. The Contractor may subcontract work only with the approval of the Employer in writing, up to a percentage of the contract price, as decided by the Engineer but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- 7.2. The Contractor shall not be required to obtain any consent from the Employer for:
- a) The sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
 - b) The provision for labour, or labour component.
 - c) The purchase of Materials which are in accordance with the standards specified in the Contract provided the purchase is from sources approved by the Engineer.
- 7.3. Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Engineer / Employer will consider the following before according approval.
- a) The Contractor shall not sub-contract the whole of the Works.
 - b) The Contractor shall not sub-contract any part of the Work without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.
- 7.4. The Engineer should satisfy himself before recommending to the Employer whether
- a) The circumstances warrant such sub-contracting; and
 - b) The sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

8. Other Contractors

- 8.1. Not Applicable

9. Personnel

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

- 13.1. The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles as per rules/ as decided by the Employer for the following events which are due to the Contractor's risks:
- a) Loss of or damage to the Works, Plant and Materials;
 - b) Loss of or damage to Equipment;
 - c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) Personal injury or death.
- 13.2. Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- 13.3. If the Contractor does not provide any of the policies and certificates required, the Employer will have the right to effect the insurance which the Contractor should have provided and recover the premiums the Employer has to pay from payments otherwise due to the Contractor or, if no payment is due, the payment of the premium shall be a debt due.
- 13.4. Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- 13.5. Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation 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 Document

- 15.1. Will be addressed in the Pre-Bid Meeting

16. Contractor to Construct the Works

- 16.1. The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.
- 16.2. The Contractor shall construct the works to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as was proposed by the Contractor and Accepted by the Employer, as a minimum.

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

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

18. Approval by the Engineer

- 18.1. The Contractor shall submit Specifications and Drawings (with calculations) showing the proposed Temporary Works, whenever they are required, to the Engineer for his approval. The temporary works shall be taken up only after Engineer's approval of designs and drawings for such temporary works.
- 18.2. The Contractor shall be responsible for design of Temporary Works.
- 18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

20. Discoveries

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

21. Possession of the Site

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

22. Co-Operation With Other Agencies

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

23. Condition for Supply for Water:

Contractor shall make his own arrangements for water at sites by drilling and energizing the tube wells. Water quality standards shall conform to the clauses laid down in latest revisions of relevant IS Codes/ BIS code. Water samples to be used for construction as well as drinking shall be got tested from any reputed govt. authority before to start of the work and every three months thereafter. The test reports shall be submitted to the Engineer-in-charge immediately after the same is received from the laboratory. Agency will bear the cost of water sample test. Water used for drinking shall be disinfected by using permitted disinfectants before use.

24. Recovery Against Mobilization Advance (Not applicable for this tender)

25. Access to the Site

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

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

26. Instructions

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

27. Disputes

27.1. If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract, or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert within 14 days of the notification of the Engineer's decision.

27.2. Procedure for Disputes

The Dispute Review Expert shall give a decision in writing within 28 days of a receipt of a notification of a dispute.

27.3. The rate and expenses to be paid to the Dispute Review Expert/ Arbitrator shall be agreed between the Employer and the Contractor within 15 days of signing of the agreement for the Works. The total amount to be paid to the Dispute Review Expert shall be shared equally by the Employer and the Contractor. Either party may give notice to the other to refer a decision of the Dispute Review Expert to an Arbitrator within 28 days of the Dispute Review Expert's decision. If neither party refers the dispute to arbitration within next 28 days, the Dispute Review Expert's decision will be final and binding.

27.4. The arbitration shall be conducted in accordance with the arbitration procedure stated in Clause 28 hereafter.

27.5. Replacement of Dispute Review Expert

Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract; a new Dispute Review Expert will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Document at the request of either party, within 14 days of receipt of such a request.

28. Arbitration

28.1. The procedure for Arbitration will be as follows:

- a) In case of Dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed, the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus

within a period of 30 days from the appointment of the arbitrator subsequently, the Presiding Arbitrator shall be appointed by the Council of Arbitration, New Delhi.

- b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator subsequently, the Presiding
- c) Arbitrator shall be appointed by the Council of Arbitration, New Delhi. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause a) and b) above within 30 days after receipt of notice of the appointment of its arbitrator by the other party, then the Council of Arbitration shall appoint the arbitrator. A certified copy of the order of the Council making such an appointment shall be furnished to each of the parties.
- d) Arbitration proceedings shall be held at Calcutta and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.
- e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses to the arbitrator appointed by such party on its behalf shall be borne by each party itself.
- f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

B. Time Control

29. Programme

- 29.1. Within the time stated in the Contract Document, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works, 7 days in advance of the start of construction programme.
- 29.2. The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel (and their CVs) being deployed, the list of equipment being placed in field laboratory and the location of field laboratory along with the programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- 29.3. 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.
- 29.4. The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Document. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 29.5. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may be required to revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events and Contractor's proposed steps to complete the work in time.

30. Extension of the Intended Completion Date

- 30.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.
- 30.2. The Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation

and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

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

31. Delays Ordered by the Engineer

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

32. Management Meetings

- 32.1. The Engineer may require the Contractor to attend management meetings. The business of a management meeting shall be to review the plans for the remaining Works and to deal with matters raised in accordance with early warning procedure, by which the Contractor warns the Engineer at the earliest of specific likely future events that may affect the cost or completion time of the Works.
- 32.2. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

33. Identifying Defects

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

34. Tests

- 34.1. For carrying out mandatory tests as prescribed in the specifications, the contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have at least the minimum equipment as required. The contractor shall be solely responsible for:
- a) Carrying out the mandatory tests prescribed in the specifications
 - b) For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 34.2. The Engineer may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall carry out the test at his cost and pay for any samples.

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

- 35.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Document. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the length of time specified by the Engineer's notice.
- 35.3. The Engineer may issue notice to the Contractor to carry out removal of defects, if any noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

36. Uncorrected Defects

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

D. Cost Control

37. Bill of Quantities

- 37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, maintaining works to be done by the Contractor.
- 37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads.

38. Variations

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

39. Payments for Variations

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

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

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

40. Cash Flow Forecasts

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

41. Payment Certificates

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

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

42. Payments

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

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

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

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

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

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

43. Compensation Events

43.1. Not Applicable

44. Tax

44.1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Only Service Tax and Education Cess will be paid by the Employer on the Contractor's bill as applicable under law.

45. Currencies

All payments will be made in Indian Rupees.

46. Retention

46.1. The Employer shall retain ten percent (10%) of the billed amount as security money from each payment of contractor's bill until completion of the whole of the construction work.

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

47. Force Majeure

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

48. Site Order Book:

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

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

49. Discrepancies

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

50. Liquidated Damages

50.1. The Contractor shall pay liquidated damages to the Employer at the rate of 1% of the contract price per week for each week that the Completion Date is delayed, for the inefficiency/fault on the part of the contractor, than the Intended Completion Date (for the whole of the works or the milestones as specified) subject to a maximum of 10% of the Contract Price. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

50.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

50.3. The Employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works or from any other of his obligations and liabilities under the Contract.

51. Advance Payment (not applicable for this tender)

52. Securities (not applicable for this tender)

53. Cost of Repairs

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

E. Finishing the Contract

54. Completion

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

55. Taking Over

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

56. Final Account

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

56.2. In case the account is not received within 21 days of issue of Certificate of Completion as provided in Clause above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days.

56.3. The payment of final bill for construction of works will be made within 14 days thereafter.

57. Operating and Maintenance Manuals (Not applicable for this tender)

58. Termination

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

58.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) The Engineer gives Notice to correct a particular Defect and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) The Contractor does not maintain Safety and Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 47.1;
- f) The Contractor fails to provide insurance cover as required under clause 13;
- g) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

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

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

58.4. 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.

59. Payment upon Termination

59.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less liquidated damages, if any, less advance payments received up to the date of issue of the certificate, less recoveries due in terms of contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the value of the work not completed, as indicated in the Contract, if the total amount due to the Employer exceeds any payment due to the contractor, the differences shall be recovered from the security deposit. 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.

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

60. Property

60.1. 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.

61. Release from Performance

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

F. Other Conditions of Contract

62. Labour

62.1. 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.

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

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

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

63. Compliance with Labour Regulations

63.1. During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that

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

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

64. Drawings and Photographs of the Works

- 64.1. 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.
- 64.2. The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs / Video photography shall be published or otherwise circulated without the approval of the Employer/Engineer in writing.

65. The Apprentices Act 1961

- 65.1. The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.
 - a) Workmen Compensation Act 1923: -The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
 - b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
 - c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
 - d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
 - e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer.
 - f) The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

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

66. Labour Act

66.1. The Contractor should obtain the license under the provision of the contract labour (Regulation and Abolition) Act. 1970 and the contract labour (Regulation and Abolition) General Rules, 1971 including the provisions of

amendments vide govt. (West Bengal) Notification No. 10134 / IW / II – 1675 dated 24th of October. 1975 and submit the same to the office of WBTPO latest before commencement of the work.

67. Loss And Damage

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

68. Clearance Of Site On Completion

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

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

69. Accident or Injury to Workmen

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

70. Insurance against Accident etc. to Workmen:

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

71. Inspection Facilities

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

SECTION-6
Technical Specifications

SCHEDULE OF WORK

1. Earthwork in excavation of foundation trenches up to required depth (for footing), in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 150m. as directed and including trimming the sides of trenches, leveling, dressing and ramming the bottom, shoring if necessary, bailing or pumping out of water etc. as required complete and filling in foundation trenches or plinth with good earth inlayers not exceeding 150mm.including watering & ramming etc. layer by layer complete .
2. Hire and labour charges for shoring work (including necessary close plank walling, framing, salbullah piling, strutting etc.) complete as per direction of the Engineer in-charge for foundation excavation in trenches, rafts pile cap etc.
3. Earthwork in filling in foundation trenches or plinth with good earth, in layers not exceeding 150mm.including watering and ramming etc. layer by layer complete with earth obtained from excavation for foundation.
4. Normal MixM-20 Cement concrete with graded stone chips (20mmsize) excluding shuttering and reinforcement , if any, In ground floor and foundation with stone chips of Pakur and Chandil variety
5. Consumption of cement shall be as per IS Code per cubic meter of controlled concrete ,but actual consumption shall be determined on the basis of preliminary test and job-mix formula to be submitted by the agency at no extra cost. Water cement ratio generally shall not exceed 0.45.
6. Hire and labour charges for shuttering with centering and necessary staging up to 4m.using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams, columns, lintels curved or straight including fitting, fixing and striking out after completion of work.
 - a) 25 mm to 30 mm thick wooden shuttering without staging in foundation etc.
7. Providing staging and scaffolding made of strong and stout bamboo or salbullah props with necessary cross bracing of bamboo/salbullah including that for unsupported horizontal projections outside lowering beam with necessary fixtures, making proper platforms/stairs with wooden, planks etc. for the entire construction work and to maintain it till completion of work and removing the same as per direction and instruction of E.I.C.
8. Plaster (to wall, floor, ceiling etc.) with sand and cement mortar of different thickness & proportion mm thick with necessary admixture of approved quality water proofing compound (Sika/cico/any brand approved by Engineer-in-Charge)@0.20% by weight of cement including rounding off or chamfering corners as direction and raking out joints or roughening of concrete surface by chipping etc. including throating, nosing and drip course where necessary and including all lead and lift but excluding the cost water proofing compound.
 - a) 10 mm thick (Cement: Sand = 1:4)
9. Applying Exterior grade Acrylic primer of approved quality and brand on plastered or concrete surface old or new surface to receive decorative textured (matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of the E.I.C.
10. Applying Acrylic Emulsion Paint of approved make and brand on walls and ceiling including sand papering in intermediate coats including putty (to be done under specific instruction of E.I.C.
11. Supplying fitting and fixing 600 mm (+/- 30 mm) diametre R.B.T (Reinforced Barbed Tape) Concertina fencing on wall top using concertina coils stretched to approx.6 meters length at site clipped with two nos. of horizontal R.B.T strands which will be tensioned and fixed with the vertical M.S angle iron posts by means of security fasteners (such as 'C' clips, R.B.T clips etc.).

SPECIFICATION FOR CONSTRUCTION OF BOUNDARY WALL.

1. REQUIREMENTS:

1.1. Application of specification and item of work:

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

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

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

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

The over all outline of works to be done by the contractor and the detail has been mentioned in the item of works in the schedule and in the specification, drawing and elsewhere in the tender documents. Each scheduled item has to be carried out and completed by the contractor at the accepted rate covering the full extent outlined in the schedule and specification and notwithstanding any omission in mentioning of supply and execution of such component of works except in special case specifically mentioned. Items indicated in the schedule are exhaustive. Yet if there by any short fall felt by the tenderer he may include the same while quoting his rate so as to make the item complete in all respect for successful completion of the work.

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

1.2. Site Condition:

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

1.3. Setting out and leveling:

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

1.4. Safety Code:

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

1.5. Keeping works free from water:

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

1.6. Clear Site:

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

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

After the completion of the work, the entire site shall be cleared satisfactorily with (a) all pits, diggings and

trenches properly filled up (b) all surfaces adequately dressed (c) all surplus materials, sheds, tents and all other ancillaries removed from the site at his own cost.

1.7. Bench Marks and Ground Water Gauges:

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

1.8. Inspection:

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

1.9. Contractor's Staff:

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

1.10. Measurement of Work :

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

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

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

<u>SL.NO.</u>	<u>IS NO.</u>	<u>DESCRIPTION</u>
1	IS-8142 : 1976	Tests for setting time of concrete.
2	IS-516 : 1959	Tests for strength of concrete.
3	IS-9013 : 1978	Tests for compressive strength.
4	IS-4031	Tests for cement.
5	IS-1786 : 1985	High yield strength deformed bar (Grade Fe 500) & Tor steel reinforcement.
6	IS-2751 : 1966	Welding of reinforcement.
7	IS-2502 : 1963	Bending & fixing of bars for concrete reinforcement.
8	IS-9077 : 1979	Corrosion protection of steel reinforcement in R.C.C. structure.
9	IS-2062 : 1992	Structural steel.
10	IS-2062 (Grade-A)	Low Carbon structural steel.
11	IS-800 : 1984	Use of structural steel in general building construction.
12	IS-808 : 1989	Rolled Steel Beams, Channels and angles.
13	IS-1038 : 1983	Steel doors, windows & Ventilators.
14	IS-780 : 1984	Sluice valves for water works purposes. (Small dia-50 mm to 300 mm size).
15	IS-2906 : 1984	- Do - (Higher dia-350 mm to 1200 mm size).
16	IS-3950 : 1979	Surface boxes for sluice valves.
17	IS-13095 : 1991	Butterfly valves for general purposes.
18	IS-12969 : 1990	Method of test for quality characteristics of valves
19	IS-12992 : 1993	Spring loaded safety relief valves.
20	IS-5312 : 1984	Swing check type reflux valves
21	IS-3042 : 1965	Single faced sluice gate (200 mm – 1200 mm).
22	IS-1661 : 1972	Cement & Cement lime plaster finishes.
23	IS-782 :1978	Caulking Lead.
26	IS-11606	Methods for sampling of C.I. Pipes & Fittings.
27	IS-10221 : 1982	Coating & wrapping of underground mild steel pipe lines.

<u>SL.NO.</u>	<u>IS NO.</u>	<u>DESCRIPTION</u>
28	IS-2911 : 1979 (Part-I Section –2)	Design & construction of bored cast in situ concrete piles.
29	IS-2911 : 1985 (Part –4)	Load test on piles.
30	IS-816 : 1991	Use of metal is welding for general construction in mild steel.
31	IS-1024 : 1979	Welding in bridge and structure subject to dynamic loading.
32	IS-822 : 1970	Procedure for inspection of welds.
33	IS-814 : 1991	Electrodes for manual metal arc welding.
34	IS-3950 : 1979	Surface boxes for sluice valves.
35	IS-5312 (Part-I) : 1984	Swing check type reflux (non-return) (single door) valves.
36	IS-5312 (Part-II) : 1986	-do- (Multi door pattern)
37	IS-5822 : 1994	Laying of Electrically Welded Steel Pipes for water supply.
38	IS-823	Procedures for manual are welding of mild steel.
39	IS-4353	Submerged Arc Welding of Mild Steel and Low Alloy Steels.
40	IS-73-07 (Part – I)	Approved tests for welding procedures (fusion welding of steel)
41	IS-7310 (Part – I)	Approved tests for welders working to approved welding procedure(Part I: fusion welding of steel).
42	IS-2595 : 1978	Code of practice for radiographic testing.
43	IS-4853 : 1968	Recommended practice for radiographic examination of fusion welded circumferential joints Steel Pipes.
44	IS-1182 : 1967	Recommended practice for radiographic examination of fusion welded butt joints.
45	SP-34	Hand book of concrete Reinforcement and detailing.
46	SP-23	Hand book of concrete Mix Design.
47	IRC-SP-63	Guideline for use of interlocking concrete block pavement.

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

2. Materials to be Supplied by Contractor

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

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

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

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

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

measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Engineer-in-Charge, be it at site or at the manufacturer/Vendor's premises. Contractor will have to procure materials from manufacturers Vendor as may be approved by the E.I.C. No variation will be allowed. Contractor will have to furnish original documentary evidence of procurement of the materials from the specified agencies along with their Certificate of Guarantee/Warranty along with two sets of photocopy of the same to the EIC before release of payment.

The Contractor is required to arrange for Third party inspection (**if required**) at his own cost.

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.

3. Safety Measures and Public Convenience

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

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

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

4. First-Aid Facilities

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

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

5. Fire Fighting Arrangement

The Contractor shall provide at his own cost suitable arrangement for firefighting. For this purpose he shall provide requisite number of Fire Extinguishers and adequate number of buckets, some of which are to be always filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

6. 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.

7. 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.

8. Testing & Testing Equipment

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

Should the E.I.C. consider it necessary to satisfy himself as to quality of work, the Contractor shall offer sample of work done as necessary, pull down reasonable part of the work required for such inspection and testing. The contractor shall bear the cost of pulling down and shall make good the same at his own cost and to the full satisfaction of the E.I.C. without any extra cost.

The Contractor shall provide at his own cost necessary equipments for such testing which by nature of work may have to be done at work site. These include sufficient number of slump cones, standard 150 mm metal cube moulds, set of I.S. sieves, weighing balances, graduated measuring cylinders, equipment for in-situ density test, holding detector, thermometers and any other miscellaneous equipment that may be required by the Engineer-in-Charge. The Contractor shall also provide at his cost facilities for curing of concrete cubes for testing purpose. The Contractor shall afford at his own cost necessary facilities in providing requisite materials and assistance that may be required by EIC including transportation charges to laboratory.

9. 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 and Defect liability 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.

10. Approval Of Materials:

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

All materials supplied by the contractor shall conform to the requisite I.S. specification. Those are to be approved by the Engineer-in-charge before use. **Third party inspection of such materials (if required) has to be arranged by the agency as per direction of E.I.C.**

11. MATERIALS:

- **Stone Chips:** These should be obtainable by the contractor from Chandil/ Pakur, well graded conforming to the standard specifications of P.W.D.for M-25, M-30, M-20 etc. as the case may be or approved by the Engineer-in-charge.
- **Sand :** Sand for construction purpose shall have to be collected either from Simlagarh or river bed of Damodar/ Mayurakshi/ Kangsabati or Ajoy and should be coarse, cleaned, screened and washed & of

quality conforming to the standard specification of P.W.D/ this Directorate and also to be approved by the Engineer-in-charge.

- **Brick** : Bricks shall be of first class quality, well burnt in kiln, sound hard , true to shape and of the standard dimensions, and to be got approved by the Engineer-in-charge before use.
- **Cement**: The cement shall conform to relevant I.S. grade Portland Slag Cement. Cement tests shall have to be carried out at contractor's expenses as and when directed. The contractor shall make arrangement with necessary equipment to carry out crushing strength of 150 cm. Cube concrete blocks for 7 days & 28 days of proper curing. Testing procedure, sample size shall be in accordance with relevant I.S.
- **Steel / Reinforcement**: - Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc. initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every inter-section, placing in position etc. must be completed as per drawing and direction.

12. Plain cement Concrete Below Foundation

75 mm thick concrete of mix.1:3:6 with 20 mm down-graded stone chips (Chandil / Pakur variety) shall be provided below R.C. foundations and structures over a layer of Polythene Sheet as approved by Engineer-in-charge.

18.1. Mixing and Laying:

For nominal mix,all concrete work in foundation, super structure etc. shall be properly mixed in a good quality machine mixer. In no circumstances and mixing will be allowed. However in special condition, with the permission of the Engineer-in-Charge and mixing may be allowed. In that case10% extra cement shall have to be used for which no extra payment shall be made. Concrete shall be laid properly and vibrated thoroughly with the help of mechanical vibrato or as per direction of the Engineer-in-Charge.

18.2. Mortar and Concrete:

Contractors are particularly warned against the use of inferior materials or use of incorrect proportion of different materials in the make-up of concrete or mortar. Detection of any such practice will lead to rejection of all such works and imposition of penalty. Engineer-in-Charge has the right to reject any mortar or concrete, which does not conform to the specification. Cube test for concrete shall have to be done as per IS: 456-1978 and other relevant codes with all cost bear by the contractor.

The water cement ratio is to be determined by proper slump test or as provision of relevant I.S. Codes.

In case of slump test the slump cones (300 mm dia. At bottom and 100 mm at top) are to be kept at site at the cost of the Contractor.

18.3. Finishing:

If the surface of the concrete is found uneven or spongy in appearance, the Contractor shall have to rectify or reconstruct at his own cost.

All R.C.C. work, column, beam, roof, foundation etc. for Elevated service reservoir not forming part of water retaining structure shall be done with M20 grade of concrete as per IS: 456-1978 with cement content not less than 350 kg/cum. of concrete.. The water cement ratio should not exceed 0.45.

The concrete shall be cured as per IS: 456-2000.

13. Storage of Materials:

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

14. Joints in Concrete Structure:

Type of joints, spacing of joints, use of all jointing materials and other features pertaining to the provision of movement joints in liquid-retaining structures shall be as per relevant I.S. Codes.

15. Reinforcement of R.C.C. Works:

The M.S. work should include cutting to sizes, bending, hooking and fabricating including the supply of B.W.G. wire, and all other works according to specification, drawing or otherwise.

The M.S. reinforcement rods if to be procured by the tenderer shall be HYSD bars (Fe-415) as per relevant IS Code. The contractor shall intimate the department regarding the quantity of steel to be procured by him in the works and the same may be supplied at the agreed rate specified in General terms and conditions.

The reinforcement cage of piles should be strictly in conformity with the detail shown in approved drawing and the cage to be constructed with welding only conforming to specification of IS: 2751-1966 for welding of reinforcement.

16. Clear Cover:

The following clear cover to main reinforcement shall be maintained unless otherwise specified in drawing.

- a. Wall 30 mm
- b. Column 40 mm
- c. Foundation 50 mm

17. Lap Length :

The Lap length of reinforcement shall be provided as given below; unless otherwise specified in drawing.

Compression & Tension members like column, struts, beam, slab, wall etc. @ 50 times the dia of bar.

Following Development length/Anchorage length shall be provided.

Concrete Grade M15M20M25

Development Length 68D51D46D

Anchorage As per I.S. – 456-2000

The reinforcement work will include cutting to sizes, bending, hooking binding with 14 to 18 S.W.G. soft pliable wire etc. as per P.W.D. schedule. The work shall also be inclusive of stirrups, distributors, binders etc.

18. Shuttering And Staging:

The form work shall conform to relevant I.S. Code of practice Shuttering in form work shall be either made of steel or plyboard. Surface of shuttering in contact with concrete shall be made smooth & at joints rendered smooth. In every case the joints of the shuttering are to be such as to prevent the loss of liquid from the concrete.

All shuttering form work must be adequately stayed and braced to the satisfaction of the Engineer-in-charge for properly supporting the concrete during the period of hardening. All form works shall be removed without shock or vibration. Before the formwork is stripped, concrete surface shall be exposed when necessary in order to ascertain that the concrete has set and hardened sufficiently.

19. Curing and Finishing:

The joints shall be cleaned off the grey cement slurry with wire/coir brush or trowel to a depth of 2mm to 3mm and all dust and loose mortar removed. Joints shall then be flush pointed with white cement. The floor shall then be kept wet for 7 days. After curing the surface shall be washed and finished clean. The finished floor and wall shall not sound hollow when tapped with a wooden mallet.

20. Plastering, Painting & Surface Treatment:

Cement Plaster

26.1. Cement:

It should be fresh portland cement (not less than grade 43) as specified in relevant I.S. Different Types of cement shall not be mixed together. In case more than one type of cement is used, are cord shall be kept showing the location and the types of cement used. **Brand of cement for the may be of Ambuja / Lafarge / Ultratech Brand. For use of any other brand approval of E.I.C. is mandatory.**

26.2. Sand:

It shall be hard, durable, clean and free from adherent coatings and organic matter and shall not contain the amount of clay, silt and fine dust more than 5% by mass. It shall not also contain any harmful impurities such as iron pyrites, alkalis, salts, coal or other organic impurities, mica, shale or similar laminated materials, soft fragments, sea shale in such former in such quantities as to affect adversely the hardening, strength or durability of the mortar. The grading of sand for use in Plaster shall be conforming to I.S.:1542-1977.

In case the sand is damp at the time of preparation of mortar, its quantity shall be increased suitably to allow for bulk age in conforming to I.S.2386(Part-III)1963.

26.3. Preparation of Mortar:

The materials shall be at first mixed dry thoroughly unsuitable proportion as stated in the schedule till

uniform colour each caes and then shall be mixed wet adding water slowly and gradually for at least four times to give a uniform paste. The mix as prepared shall be used within 30 minutes.

26.4. Preparation of Surface:

The surface of wall shall be brushed, cleaned, washed, watered and wetted with water before plastering. All the projections extending more than 13 mm from the general face of the masonry should be knocked off so as to maintain the inner plaster layer. All the joint sin masonry should be raked for a depth of about 20mm. In case of plastering on concrete surfaces, the face should be roughened by chipping of about 5mm. Oily, greasy and efflorescence spots should be removed either by brushing, scrapping or both.

26.5. Laying:

In order to maintain uniform thickness of the plaster, the screeds are formed on the prepared wall surface before actual plastering is started. Patches of plaster 15cm x 15cm are first of all applied at an interval of about 2m both horizontally and vertically over the surface. The two dots lying in vertical strips of mortar are formed between dots. Then the plastering shall be started from the top and worked towards the bottom. The whole surface shall be made flush between the screeds with wooden straight edges and rubbed thoroughly with wooden floats. Rounding of corners if desired by the Engineer-in-charge shall be carried out in one operation.

26.6. Curing :

The plastered surface shall be kept wet by sprinkling water after 12 hours for at least 7 days and shall be protected from rain or sun.

26.7. Thickness:

Unless otherwise specified or desired by E.I.C. the thickness of plaster shall be as follows:-

- a. Vertical concrete surface - 10mm

Cement Pointing to Exposed Brick Facing Where shown on the approved drawings or specified in schedule of work, exposed brick faces shall be cement ruled pointed. The mortar shall beaked out of the joints to a depth of 6 mm. The dust shall be brushed out of the joints.

21. Bar Bending Schedule :

The contractor shall prepare his "Bar Bending Schedule" for the entire construction work in phases before starting the work and shall submit it to the EIC for his approval.

Cutting of M.S . rods in a non planned way will not be allowed and for that if any material is found to be wasted or have to be used in excess due to the fault of the contractor, no payment shall be made on this score and the cost of such excess material shall be realized from the contractor's bill at penal rate as specified elsewhere of this tender document. The item of M.S work should include the cost of cutting to sizes, bending and fabricating including the supply of R.W.G wire, bolts and nuts etc. and all other work according to specifications, drawing or otherwise cut pieces of steel materials left surplus on completion of work shall not be taken back if the same be considered as unsuitable for utilization in other works. All surplus materials which will be considered returnable must be carried back to the local departmental store and properly stacked under direction of the EIC by the contractor at his own cost.

22. Foundation Trench :

The rate of excavation is inclusive of excavation up to any depth as shown in drawing through any kind of soil viz. Sand, clay, rock or any kind of materials, dewatering ,timbering, shoring etc for all cases.g. Seepage water from leakage etc for protection of trench excavated, removing the excavate dear that reasonable distance and doing everything necessary to complete the work in foundation

The contractor must see that the excavation is carried out only to the required depth, and he shall be reasonable for any excavation even if that be done to facilitate the work and no payment will be made for it. Any such excavation must be filled in with materials approved by the Engineer-in-charge, properly consolidated and the surface thus prepared must be brought to required level. The bottom and sides of excavation should be level both laterally and longitudinally. All extra excavation necessary for working space must be subsequently refilled and compacted as per direction of EIC. Earth filling is to be done in layers of 15cm. thicknesses, properly rammed and consolidated. Contractor at his own cost must mend good damages show that the structure issue stained and no settlement occurs.

23. Finishing :

If the surface of the concrete is found uneven or spongy in the appearance the contractor will have to

rectify/reconstruct the same at his own cost to improve the appearance. If the finishing / improvement in the opinion of EIC is poor, full payment for the said quantity of the concreting may not be entertained.

24. Staging & scaffolding:

Whenever necessary staging and scaffolding must be provided. All shuttering and framing must adequately be stayed and braced to the satisfaction of the Engineer-in-charge for properly supporting the concrete during the period of hardening. It shall be so constructed that it may withstand the jerk and shock of vibration of concrete. Scaffolding must be strong and rigid stiffened with necessary cross bracings and proper deck at every stage where casting work is in progress to prevent any injuries to persons and to facilitate inspection, supervision and taking measurement at any time.

The hire and labour charges for staging, scaffolding, platform etc. as provided in the schedule of works is for the entire reconstruction work and removing the same as per direction and instruction of EIC.

25. Verticality of structure:

The columns shell wall, sides of bracings, ring beams, heel beam etc. should be perfectly vertical and no deviation in x-axis and / or y-axis is admissible. The Contractor should take adequate precautionary measures to ensure that the structure is constructed true to plumb. Similarly all horizontal members of the structures should be truly horizontal.

26. Testing of Concrete :

26.1. Frequency of sampling:

Sampling Procedure—A random sampling procedure shall be adopted to ensure that each concrete batch shall have a reasonable chance of being tested i.e. the sampling should be spread over the entire period of concreting and cover all mixing units.

Frequency—The minimum frequency of sampling of concrete of each grade shall be in accordance with the following;

Quantity of Concrete in the Work, m ³	Number of Samples
1-5	1
6-15	2
16-30	3
31-50	4
51 and above	4 plus one additional sample for each additional 50 m ³ or part thereof

Test Specimen – Three test specimens shall be made from each sample for testing at 28 days Additional cubes may be required for various purposes such as to determine the strength of concrete at 7 days or at the time of striking the form work or to determine the duration of curing or to check the testing error. Additional cubes may also be required for testing cubes cured by accelerated methods as described in IS:9013-1978. The specimen shall be tested as described in IS:516-1959.

26.2. Test Strength of Sample :

The test strength of the sample shall be the average of the strength of three specimens. The individual variation should not be more than ±15 percent of the average. Concrete shall be handled from the place of mixing to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of the ingredients. It shall be deposited as nearly as practicable in the final position to avoid re-handling of flowing. Unless specially permitted by the Engineer-In-Charge, concrete shall not be dropped freely from a height of more than 2 meters. Before placing the concrete, the moulds shall be cleaned of shavings, pieces of wood or other rubbish when placing the concrete the finer materials must be carefully worked against the moulds so that the faces of concrete shall be left perfectly smooth and free from honey combing upon withdrawal of the moulds. Any defect in this respect must be dealt with by the contractor as directed by the Engineer-in-charge without any extra charges therefore. Depositing concrete under water shall not be allowed without specific permission from the Engineer-in-charge. The method of concreting to be adopted in such cases shall have to be previously approved by him. During placing and also immediately after deposition,

the concrete shall be thoroughly compacted by ramming, spearing etc. until it has been made to penetrate and fill all the spaces between and around the steel rods, around embedded fixtures, and in to the corners of form work in such a manner as to ensure a solid mass entirely free from voids. If so directed by the Engineer-in-charge, in addition to usual ramming, spearing etc. sufficient number and suitable type of vibrators may have to be used on important jobs to enable working with a comparatively low water-cement ratio and ensure the maximum possible degree of compaction and homogeneity. It is imperative that the work should be done quickly as well as efficiently and adequate number of hands must therefore be employed to ensure this.

Concrete shall be placed and compacted in its final position before setting has commenced and shall not subsequently be disturbed. Concreting shall be carried out continuously up to construction joints the position and arrangement of which shall be predetermined by the Engineer-in-charge or his representative. Any rest, pauses, such as formal, shall also be subject to his approval. All concreting work should be so programmed as not to necessitate work at night if for any reasons this becomes imperative, the contractor shall obtain previous permission of the Engineer-in-charge or his representative and make proper lighting arrangements to his satisfaction.

27. Protection and Curing :

The contractor shall adequately protect freshly laid concrete, about 1 to 2 hours after it is laid from too rapid drying due to sunshine, drying due to winds etc. and also from rains or surface water and shocks. About 24 hours after laying of concrete, the surface shall be cured by flooding with water of minimum 25mm depth or by covering with wet absorbent materials viz. layer of sacks, canvas, hessian or similar materials and shall be kept constant wet for a period of not less than 10 (ten) days from the date of placing the concrete. The curing shall be done for a minimum period of 10 days. Over the foundation concrete the masonry work may be started after 48 hours of its laying, but the curing of cement concrete shall be continued shall be continued along with the masonry work for a minimum period of 10 days.

In case of cement concrete used as sub-grade for flooring, the flooring may be commenced within 48 hours of the laying of sub-grade. In case it is not possible to do so due to exigencies of work, the sub-grade shall be roughened with a steel wire brush without disturbing the concrete, wetted and neat cement slurry at the rate of 1.75Kg of cement per square meter applied to the base before laying floor and full rate of APS/mosaic flooring will be paid with the specific orders of the Engineer-in-charge. The curing to be continued, along with the top layer of flooring, for a minimum period of 10 days.

28. Construction Joints:

All joints in slabs and other horizontal members are to be formed by inserting vertical boards against which the concrete deposited can be properly rammed. The Engineer-in-Charge or his representative will indicate the positions where such joints may be made. In the case of horizontal joints any excess mortar or laitance shall be removed from the surface after the concrete is deposited and before it has set.

When the work has to be commenced on a surface which has hardened, such surface shall be well roughened and all laitance removed; the surface shall then be swept clean, thoroughly wetted and covered with a thin layer of mortar composed of equal volumes of cement and such works shall be deemed to be covered by the rates for concrete.

For major R.C.C works (Where concrete is specified by strength) the mix should not be leaner than 1:2:4 so as to give ultimate crushing strength not less than 20N/mm² at 28 day secured under field condition. The mix for the concrete is to be so adopted and the slump is to be so allowed as to give specified strength and proper work ability at the existing site conditions. Contractor shall remain fully responsible for producing concrete of specified strength in the actual job and therefore cast at his own cost test specimens of 15cm cubes as already specified during work and cure the same in similar way as for laid concrete for being tested for strength.

Each set of test specimen shall be taken to cover the quantity of concrete laid on the job during the period from the time of taking the previous set of specimens and the quantity will be estimated by the Engineer-in-charge from records maintained by him.

The interior surface of the mould and base plate shall be lightly oiled before the concrete is placed in the mould. When the job concrete is compacted by ordinary methods, the test specimen shall be molded by placing the fresh concrete in the mould in three layers, each approximately one-third of the volume of the mould. In

placing each scoopful of concrete, the scoop shall be moved around the top edge of the mould as the concrete there slides from it in order to ensure a uniform distribution of concrete within the mould. Each layer shall be rodded, 25 times with a 16mm rod, 60cm in length bullet pointed at the lower end. The strokes shall be distributed in a uniform manner over the cross-section of the mould and shall penetrate in to the underlying layer. The bottom layer shall be rodded, through out its depth. After the top layers has been riddled, the surface of the concrete shall be struck off with a rowel and covered with a glass plate at least 6.5mm thick or machined metal plate. The whole process of molding shall be carried out in such a manner as to preclude the alteration of the water-cement ratio of the concrete, by loss of water either by leakage from the bottom or overflow from the top of the mould.

When the job concrete is placed by vibration and consistency of the concrete is such that the test-specimens cannot be properly molded by handholding as described above, the specimens shall be vibrated to give a compaction corresponding to that of the job concrete. The fresh concrete shall be placed in the mould in two layers each approximately half the volume of the mould. In placing each scoop full of concrete the scoop shall be moved around the top edge of the mould as the concrete resides from it in order to ensure a symmetrical distribution of concrete within the mould. Either internal or external vibrator may be used. The vibration of each layer shall not be continued longer than is necessary to secure the required density. Internal vibrators shall be of appropriate size and shall penetrate only the layer to be compacted. In compaction of the first layer, the vibrators shall not be allowed to rest on the bottom of the mould. In placing the concrete for the top layer, the mould shall be filled to the extent that there will be no mortar loss during vibration. After vibrating the second layer, enough concrete shall be added to bring the level above the top of the mould. The surface of the concrete shall then be struck off with a rowel and covered with a glass or steel plate as specified above. The whole process of molding shall be carried out in such a manner as to preclude the alteration of water-cement ratio of the concrete by loss of water either by leakage from the bottom or overflow from the top of the mould.

After curing, the specimen properly wrapped shall be made over to the Engineer-in-charge or his representative who will arrange to have them tested at 28 days from the date of casting. If there by any delay for any reason whatsoever the result of the test shall never the less be valid and will be applicable as per rules in case for all test specimens whatsoever. The contractor shall be responsible for proper packing of the specimens at his own cost, for safe and convenient transport of the same from the site to the testing laboratory. The cost of testing the test moulds and other charges including cost of carriage of the test moulds from the work site to the particular laboratory (both ways) and other incidental charges in this connection will have to be borne by the contractor.

In case of concrete showing, on the result of the cube tests, strength less than that as specified above in the "Acceptance Criteria" but has a strength greater than that mentioned in the said "Acceptance Criteria" concrete may, at the discretion of the Engineer-in-charge, be accepted as being structurally adequate without further testing. If the concrete is deemed not to comply the "Acceptance Criteria", the structural adequacy of the parts affected may be investigated as per provision of Clause 17.4 and/or clause 17.6 of IS:456-2000 as the case may be before rejection on the application of the Contractor with the undertaking to bear the cost of such tests. If the strength of the concrete is such that it satisfies provisions made in sub clause 17.4.3 and / or sub-clause 17.6.3 of IS:456-2000, concrete in that member represented by such tests shall be considered acceptable but the Engineer-in-Charge shall have the full power to fix the rate of deduction @ 100/- per cubic meter.

In case the test results do not satisfy the relevant requirement of the preceding paragraph, the Volume of concrete so deficient shall be deemed to be unacceptable and shall be removed from the structure and replaced by fresh concrete of specified strength and the contractor shall in that case have to carry out the instruction of the Engineer-in-Charge irrespective of the amount of loss, inconvenience and difficulties involved. The contractor shall remain liable to act to carry out instruction under the provision of this clause notwithstanding issuing by the Engineer-in-Charge of any certificates or the passing of any bills or accounts.

SECTION – 9

DIFFERENT FORMS INCLUDING FORM OF BID

Standard Forms

(a) Standard Form of Agreement

Notes on Standard Form of Agreement

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

Standard Form: Agreement

Agreement

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

_____ [name and address of Employer]

(Hereinafter called “the Employer”) of the one part, and _____

_____ name and address of Contractor]

(hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute

_____ [name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Notice to proceed with the works (Letter of Intent/Work Order);
 - ii. Contractor’s Bid;
 - iii. Conditions of Contract
 - iv. Specifications;
 - v. Drawings;
 - vi. Bill of Quantities; and
 - vii. Any other document listed in the Bid Document as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

_____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

Form of Bid

Notes on Form of Bid

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

_____ [Date]

To

[Name of Employer]

Authorised Address of communication:

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

Mobile No.

Facsimile (FAX) No.

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

Description of the Works: _____

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

2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

3. This Bid (including all amendments and minutes of pre-bid meeting) and your written acceptance of them shall constitute a binding Contract between us.

4. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Instructions to Bidders (ITB).

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

APPROVED VENDOR LIST

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

A. CIVIL

SL. NO.	EQUIPMENT VENDORS	NAME OF VENDORS
1.	CEMENT	LAFARGE / ULTRATECH / AMBUJA
2.	SAND	MURARO / GOPIBALLAVPUR / MOGRA
3.	REINFORCEMENT STEEL	TATA / SAIL/ RINL
4.	STONE CHIPS	PAKUR / CHANDIL / RAMPURHAT
5.	PAINT	ASIAN / BERGER / J & N / STP

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