



OFFICE OF THE CHIEF EXECUTIVE OFFICER
Haldia Development Authority (ISO 9001:2008 Certified)
(A Statutory Authority under Government of West Bengal)

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NOTICE INVITING ONLINE TENDER (E-TENDER) NO: 23/HDA/EC-ELECT/2017-2018

SCHEDULE OF IMPORTANT DATES OF BIDS

NAME OF WORK: Supply and Erection of 12 Mtr. Mini-Mast, Laying of Cables, Supply and Installation of LED Flood Light Fittings and Other Electrical Works For LED Flood Lighting at Amdabad Bazar Near Amdabad High School, Takapura Bazar, Subdi Bazar, Takapura Baikuntha Balika Vidyalaya, Satengabari Traker Stand, Jana Bazar Under Amdabad-I & II G.P, Nandigram-II Block.

PARTICULAR	DATE & TIME
Date of Issue of NIT	: 31.01.2018.
Document Download Start Date/Document Publishing Date	: 31.01.2018.
Document download end date & time	: 15.02.2018 up to 01:30 p.m.
Pre-bid meeting in the Board Room of the office of CEO, HDA, Haldia	: 06.02.2018 at 12.30 p.m.
Bid submission start date.	: 07.02.2018 at 5.00 p.m.
Last date of Online submission of Technical Bid and Financial Bid.	: 15.02.2018 up to 02:30 p.m.
Opening of Technical Bid at the Office of the CEO, HDA Haldia	: 17.02.2018 up to 03:00 p.m.
Opening of Financial Bid at the Office of the CEO, HDA Haldia	: The date & time shall be informed later.
Completion Period	: <u>70 Days.</u>
Validity of bid	: <u>180 days</u> w.e.f. the date of publishing this NIT
Operation, Maintenance, and Defect Liability Period.	: <u>Five Years</u>

NOTICE INVITING ONLINE TENDER (E-TENDER) NO: 23/HDA/EC-ELECT/2017-2018

FOR

SUPPLY AND ERECTION OF 12 MTR. MINI-MAST, LAYING OF CABLES, SUPPLY AND INSTALLATION OF LED FLOOD LIGHT FITTINGS AND OTHER ELECTRICAL WORKS FOR LED FLOOD LIGHTING AT AMDABAD BAZAR NEAR AMDABAD HIGH SCHOOL, TAKAPURA BAZAR, SUBDI BAZAR, TAKAPURA BAIKUNTHA BALIKA VIDYALAYA, SATENGABARI TRAKER STAND, JANA BAZAR UNDER AMDABAD-I & II G.P, NANDIGRAM-II BLOCK.

For and on behalf of Haldia Development Authority, the Chief Executive Officer invites Online (e-Tender) in **Two Bid System** from reliable, resourceful, bonafide and experienced firms / companies / individual contractors having requisite financial capability and sufficient technical credential on execution of similar nature of work. The details are given below:

1.	Name of work	:	Supply and Erection of 12 mtr. Mini-mast, laying of cables, supply and installation of LED Flood light fittings and other Electrical works for LED Flood lighting at Amdabad Bazar near Amdabad High School, Takapura Bazar, Subdi Bazar, Takapura Baikuntha Balika Vidyalaya, Satengabari Traker Stand, Jana Bazar under Amdabad-I & II G.P, Nandigram-II Block.			
2.	Detail & Location of Work	:	Installation of LED Flood Lighting System in the following locations:			
			Sl. No.	Location	Nos. of 12 Mtr G.I. Octagonal Pole	Nos. of LED Flood light (Set)
			1	At Amdabad Bazar near Amdabad High School, Takapura Bazar, Subdi Bazar, Takapura Baikuntha Balika Vidyalaya, Satengabari Traker Stand, Jana Bazar under Amdabad-I & II G.P, Nandigram-II Block.	12	49
3.	Scope of Work	:	LED Flood lighting system installation include: <ul style="list-style-type: none">• Supply and erection of 12 M Hot Dipped Galvanized Octagonal Pole with moon bracket suitable for mounting wide spread directional flood light up to 05 nos. conforming to specifications annexed in this tender.• Excavation of earth & preparation of RCC with minimum 1% volume of concrete, steel rod for foundation with grouting of Nut Bolts and erection of Pole, ramming, dressing of excavated soil.• Estimated repairing/replacement cost exceeding Rs. 15,000.00 for each accident/damage, will be borne by HDA.• Supply and laying of 1.1 KV grade 2 Core X 16 Sq mm XLPE insulated and PVC sheathed aluminum armored Cable ISI marked.• Supply & fixing 40 mm dia medium gauge GI Pipe (ISI-Medium) Protection with necessary fittings and jointing materials as required.• Laying of one cable by Jack Push method at the depth of 2-3 Mtr. from the Road Black top using medium gauge G.I. pipe.• Supplying, installation & commissioning GI feeder box & meter box• G.I Pipe Earthing.			

		<ul style="list-style-type: none"> • Painting of Foundation. • All works as detailed in the BOQ with tit-bit incidental work. • Operation, maintenance, defect Liability Period is 05 (five) years. • Painting of pole and sign board Foundations as per direction. • Installations are to be built up keeping proper clearance from existing utilities (water line, electric line, telephone line etc.) • Concrete foundation with good smooth surface. • Concrete Cube Testing as per norms after collection of sample in presence of representative of HDA. • All works as detailed in the BOQ with tit bit incidental work.
4.	Estimated Amount	: Rs. 50,98,058.00
5.	Operation, Maintenance & Defect Liability Period.	: (05) Five years.
6.	Completion Period	: 70 days.
7.	Security Deposit against work	: <u>15 % of Contract Value</u>
8.	Bid Inviting Authority	: Chief Executive Officer Haldia Development Authority City Centre, PO-Debhog, Haldia, 721657 Phone No. 03224 255926 Email ID: ceo.hda@gmail.com
9.	Eligibility Criteria	: <ol style="list-style-type: none"> 1. (i) The Agency should have successfully completed Electrical works in all respect of value at least <u>Rs. 20,39,223.00</u> Only in the last Five Financial years from the date of NIT in any Government / Semi Government / Undertakings/ Statutory bodies / PSU / Local Bodies. Credential of satisfactory Completion Certificate shall have to be produced in support of the claim. Or (ii) The Agency should have successfully completed 02 (two) Electrical works in all respect of value at least <u>Rs. 15,29,417.00</u> only in the last Five Financial years from the date of NIT in any Government / Semi Government / Undertakings/ Statutory bodies / PSU / Local Bodies. Credential of satisfactory Completion Certificate shall have to be produced in support of the claim. Or (iii) The Agency should have successfully completed electrical work in all respect of value at least 80% or above and value of completed work is at least <u>Rs. 20,39,223.00</u> Only Credential Certificate of satisfactory running work to the above extent from appropriate authority i.e. not below the rank of Executive Engineer or equivalent of any Government / Semi Government / Undertakings/ Statutory bodies / PSU / Local Body shall have to be submitted in support of the claim. 2. Average Annual Turn Over from Contracting business for the past 3 (Three) Financial Years should be equal to or more than <u>Rs. 33,13,738.00</u> Only from Contracting Business. Audited Balance Sheet (authenticated by a chartered accountant) shall have to be produced in support of the claim. 3. Statutory Documents (self-authenticated): <ol style="list-style-type: none"> a. Latest Income Tax return. b. G.S.T registration.

		<p>c. Professional Tax. d. Audited Balance Sheet of last 3 financial years. e. Pan Card (Xerox Copy) f. Trade License. g. Electrical Supervisor License. (relevant part up to medium voltage with Cable laying) h. Electrical Contractor License. i. In case the bidder does not have any office within Haldia Planning Area, he shall submit the undertaking on non-judicial stamp paper to keep a site office within planning area or agreement with any Electrical Contractor of the Haldia Planning Area (having valid Electrical Contractor License and Electrical Supervisor License) for erection & 5 (five) years liability of Operation, maintenance & defect of LED Street Light (WBSUEDCL metering point to light terminal) along with the technical bid. j. Authorization from GI Pole Manufacturer except for Pole manufacturer himself for producing pole, as per Annexure III. k. Authorization from LED Flood Light Manufacturer as per Annexure V. l. Statement on Manufacturer Details as stated in clause no 9.20. m. The Manufacturer Details Annexure-VI filled and signed (with agency's seal) as stated in clause no 9.20. n. The Form-I & Form-II filled and Signed (with agency's seal). o. The Annexure-II filled and signed (with agency's seal) on non-judicial stamp paper.</p>
10.	Earnest Money Deposit Through Electronic System.	<p>: Rs. <u>1,01,961.00</u> Only. The Earnest Money shall be deposited by the bidder on-line through his net banking enabled bank account, maintained at any bank or through any bank by pre-generating NEFT/ RTGS challan from the e-tender portal. Intending Bidder will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank to the beneficiary bank account no. The name of Beneficiary bank (at present ICICI Bank), Account no. & IFSC Code are given in the e-portal. The details of deposition of EMD can be obtained from the following link.</p> <p>“ wbtenders. gov.in ---Home Page---Bidders Manual Kit---Help for on-line Receipt and refund of EMD”.</p> <p>Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site.</p> <p>Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of payment of EMD and bid can be successfully submitted only after receipt of EMD.</p> <p>Note:-Earnest money through offline instruments like Bank Draft, Pay Order etc. will not be accepted for e-tender procurement of this office.</p>

11.	Bid document Requisition	:	Bid Document is available in the HDA's official website, www.wbtenders.gov.in . Bidders who have registered with National Informatics Centre (NIC) can participate in the tender. Interested bidders shall register with NIC in advance. Necessary assistance can also be obtained from the Office of the CEO, HDA. Document requisition shall be done as per instruction given in ITB.
12.	Document download start date	:	31.01.2018
13.	Document download end date with time	:	15.02.2018 up to 01:30 p.m.
14.	Date of Pre Bid meeting	:	06.02.2018 at 11.30 p.m. in the Board Room of Haldia Development Authority , Satish Samanta Bhawan, City Centre, PO. -Debhog, Haldia, West Bengal-721657
15.	Bid submission start date	:	07.02.2018 at 5.00 p.m. through E-portal. It may be reiterated that the bidders shall submit the technical and financial bid only through online by following online bid submission procedure.
16.	Last Date, Time & Place of Submission of online Technical and Financial Bid	:	Within 15.02.2018 up to 02:30 p.m. through E-portal.
17.	Date and time of opening of Technical Bid submitted on line.	:	On 17.02.2018 at 03.00 p.m. at the Office of the Chief Executive Officer , Haldia Development Authority, Satish Samanta Bhawan, City Centre, PO. - Debhog, Haldia, West Bengal-721657
18.	Technical bid Evaluation	:	The technical bid will be evaluated by the tender evaluation committee of HDA. Bidders shall submit self-attested copies of the all requisite documents after date of opening of ON LINE technical bids (on asking). Original document is to be shown if required.
19.	Date and time of opening of Financial Bid submitted on line of only the technically qualified bidders	:	<u>The Date & Time shall be informed later.</u>
20.	Submission of Technical and Financial Bid Documents	:	Online: The bidders are required to submit the Technical and Financial Bid online by following the online bid submission procedure. For any problem of up loading the tender documents, bidder may contact with the System Analyst- Sri Atanu Moitra having Mob. No. 8170045634.
21.	Financial Bid	:	The Financial Bid shall be submitted in the prescribed Financial Bid Format. The Bill of Quantities (BOQ) for the work is given in the Financial Bid and the bidders shall properly assess each item and quote the rate including all taxes & charges. The quoted rate against each item in this table shall be for the scope of mentioned in this tender. The cumulative amount based on the estimated quantity mentioned in the format shall be taken for evaluation. The quoted amount shall cover the entire scope of work given in the financial bid along with five years' liability period. Incomplete Financial bid shall be rejected.
22.	Validity of Bid	:	180 days

23.	E-Tender registration and bidding	:	<p><u>ONLINE BIDS:</u> The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below:</p> <ul style="list-style-type: none"> • Agencies/Bidders who are interested in participating HDA's e-tenders are requested to contact the representatives of NIC for registration, computer setting and clarification on e-tendering. • Training on e-tender can also be availed from Office of the CEO, HDA if desired by the bidder during office hours. • Online Tenders can be submitted by logging in www.wbtenders.gov.in • Soft copy of NIT is available through the official website of HDA i.e. www.hda.gov.in <p><u>ONLINE BID SUBMISSION:</u> The Bidders are required to submit the Technical and Financial Bid documents ONLINE i.e. uploading of the documents complete in all respect by following the Online Bid submission procedure.</p>
24.	Important Instructions	:	<ul style="list-style-type: none"> • The financial bid documents of the technically qualified bidders will only be opened. • List of Financial comparison chart of bidders will be displayed in the e-portal. CEO HDA reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reason's whatsoever. • All duties, taxes, GST, royalties, cess, including 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other levies payable by the Contractor under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder. 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Welfare Cess Act, 1996 will be deducted from the running bills. • Completion period is very important to note of this work. • The intending bidders are requested to inspect the locations before bidding.

**Chief Executive Officer
Haldia Development Authority**

INFORMATION TO THE BIDDERS (ITB)

1. **Request for Tender:**

Request for tender paper is to be placed online only through the Website www.wbtenders.gov.in.

2. **Submission of Tender:**

The tender will be submitted in two bid system i.e. Technical bid & Financial bid.

2.1 **TECHNICAL BID:**

Receiving of documents:

Relevant documents must be uploaded online for participating in this tender. If the mandatory documents are not submitted online and offline within the stipulated date & time, then bid of the applicant shall summarily be cancelled and the bid offer shall not be opened. The Details of Mandatory Documents are given below:

Mandatory Documents (self-authenticated):

- i) Copies of original documents defining the constitution or legal status, Name and address, registration detail of Firm / Company / Agency, place of registration, and principal place of business, name of proprietor and written power of attorney of the signatory of the Bid to commit the Bidder.
- ii) Completion Certificate and filled in **Form – I** along with details of similar type of project/job under any Government / Semi Government / Undertakings / Autonomous / Statutory bodies/ Local bodies, with requisite single tender value.
- iii) Audited Balance Sheet of last three Financial Years (authenticated by a Chartered Accountant) and filled in **Form – II** for establishing average Annual Turnover in contractual business.
- iv) PAN Card Xerox Copy
- v) Latest Income Tax return
- vi) Latest Professional Tax.
- vii) G.S.T. Registration.
- viii) Trade License.
- ix) Electrical Supervisor License. (relevant part of A.C power up to medium voltage)
- x) Electrical Contractor License
- xi) In case the bidder does not have any office within Haldia Planning Area, he shall submit the undertaking on **non-judicial stamp paper** to keep a site office within planning area or agreement with any Electrical Contractor of the Haldia Planning Area (having valid Electrical Contractor License and Electrical Supervisor License) **for erection & 5 (five) years liability of Operation, maintenance, defect Liability Period of Flood Lighting System** (WBSEDCL metering point to light terminal) along with the technical bid.
- xii) The Manufacturer Details **Annexure-VI** filled and signed (with agency's seal).

- xiii) Authorization from **LED Flood Light Manufacturer** and all the documents as per **Annexure-V**.
- xiv) Authorization from Pole Manufacturer who is capable of manufacturing and supplying GI Octagonal Pole according to the specification given in the **Annexure III** of this tender except for Pole manufacturer himself.
- xv) Undertaking on deployment of machineries, Laboratory equipments, Technical Personnel for execution of work and correctness of the documents submitted along with this tender as per **Annexure-II**.
- xvi) List of projects undertaken during last five years.
- xvii) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter.

Note: The tender will be summarily rejected if any of these documents are missing in the envelope. Original documents shall be produced by the bidder for its verification, as required by the authority.

2.2 Additional Documents for the Bid:

- i) Registration details with any Government or Semi-Government or other organization.
- ii) Documents of proof of ownership or hire of the machineries/equipments.
- iii) Any other information to indicate Technical management competence.
- iv) Bank Solvency of **Rs. 33,13,738.00** only from the Nationalized or Scheduled Bank obtained to demonstrate bid capacity.
- v) G.S.T. Registration.

2.3 Average Annual Turnover:

Average Annual Turnover during last **3 (three)** years should be more than Bank Solvency of **Rs. 33,13,738.00** only from the Nationalized or Scheduled Bank obtained to demonstrate bid capacity.

2.4 CREDENTIAL:

2.5 Technical:

3. (i) The Agency should have successfully completed Electrical works in all respect of value at least **Rs. Rs. 20,39,223.00** only in the last Five Financial years from the date of NIT in any Government / Semi Government / Undertakings/ Statutory bodies / PSU / Local Bodies. Credential of satisfactory Completion Certificate shall have to be produced in support of the claim.
- Or**
- (ii) The Agency should have successfully completed **02 (two)** Electrical works in all respect of value at least **Rs. 15,29,417.00** only in the last Five Financial years from the date of NIT in any Government / Semi Government / Undertakings/ Statutory bodies / PSU / Local Bodies. Credential of satisfactory Completion Certificate shall have to be produced in support of the claim.
- Or**
- (iii) The Agency should have successfully completed electrical work in all respect of value at least **80%** or above and value of completed work is at least **Rs. 20,39,223.00** only. Credential Certificate of satisfactory running work to the above extent from appropriate authority i.e. not below the rank of Executive Engineer or equivalent of any Government / Semi Government / Undertakings/ Statutory bodies / PSU / Local Body shall have to be submitted in support of the claim.

- (iv) **Form – I for completed works during the last 5 (five) years or running works from the date of NIT shall also be submitted.** On asking, the tenderer should attach the hard copy of the said certificate under their signature along with the Technical bid. The similar nature of work is mentioned in the Form-I, therefore agencies who have completion certificate against any of the works mentioned in Form-I are only eligible for this tender.
- (v) The Credential Certificate should be pertaining to the work specified in the NIT. The Credential certificate should not be misleading the authority. If the Credential certificate has mention on multiple nature of works executed by the agency in a single tender including the work specified in this NIT, then the value of the work as specified in this NIT will only be taken into account for evaluating the eligibility of the bidder. The decision of the authority in this respect is final and binding.

3.1 Financial:

The average Annual Turn Over from contracting business for the past three financial years of the firm should be more than Bank Solvency of **Rs. 33,13,738.00** only from the Nationalized or Scheduled Bank obtained to demonstrate bid capacity of the aggregate cost of works in which the contractor intends to participate. Annual Turnover statement shall be submitted in the Form-II in addition to the Audited Balance Sheet of the last three financial years authenticated by Chartered Accountant.

- 3.2** If the applicant is an authorized signatory, he should submit document of authorization (Power of Attorney) in his favour along with the application. In case of Partnership firm, copies of the partnership deed are to be submitted along with the tender document.

3.3 Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates, audited balance sheets or any document which is vital for his eligibility), or any other documents within the specified time frame stated above or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of fact during any time of the tendering process or even after the issuance of work order, the tenderer will be suspended from participating in the tenders on e-Tender platform up to 2 (two) years.

3.4 FINANCIAL BID:

1. The Financial Bid shall be submitted in the prescribed Financial Bid Format (**Annexure-I**). The Bill of Quantities (**BOQ**) for the work is given in the Financial Bid and the bidders shall properly assess each item. The quoted rate against each item in this table shall be for the scope of mentioned in this tender. The cumulative amount based on the estimated quantity mentioned in the format shall be taken for evaluation. The quoted amount shall cover the entire scope of work given in the financial bid along with five years' liability period. Incomplete Financial bid shall be rejected.
2. The total amount is to be quoted both in words and figures clearly in the specified space of the Tender form/ Financial bid Form.
3. The rate quoted by tenderer shall be inclusive of all elements of taxes and duties, demands, etc. The tenderer shall include income tax, G.S.T, cess etc. as applicable, octroi

if any, toll, ferry charges, local charges, royalties, turn over tax and all other charges as applicable while quoting the rate.

4. All other charges like freight, loading, unloading etc as would be required for completion of the work shall also be included in the rate quoted. No claim whatsoever in this account shall be entertained.

3.5 Taxes & duties to be borne by the Contractor:

It may again be reiterated that Income Tax, GST, Royalty, Construction Workers' Welfare Cess and similar other statutory levy / cess etc. will have to be borne by the contractor while executing the work.

3.6 Site inspection before submission of tender:

Before submitting any tender, the intending tenderer should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect and no claim whatsoever will be entertained on these account afterwards.

3.7 Conditional and incomplete tender:

Conditional and incomplete tenders shall be summarily rejected.

4. Acceptance of Tender:

Lowest valid rate may be accepted, however, the undersigned does not bind himself to do so and reserves the right to reject any or all the tenders, without assigning any reason and also reserves the right to split the work amongst more than one Tenderer.

5. **Completion Period:** The Successful bidder shall complete the execution of work within **70 days** from the date of issue of Work Order. Penalty as prescribed in this tender shall be imposed for every week delay in completion of the work.

6. Payment:

- Payment of RA as well as final bill will depend upon the availability of fund and no financial claim in case of any delay in payment will be entertained. Payment on supply without successful erection and commissioning will not be entertained. Materials which will be supplied should be supported by valid challans.
- The Contractor will notify the authority regarding the work being completed. The quantity and quality of executed work will be taken into account for the preparation of bill. The engineers of HDA shall field verify the work executed. Only the items which are successfully installed and commissioned will be taken in the preparation of bill.
- All the applicable routine test, type test and other test reports shall be submitted along with the bill prayer.
- In case the successful bidder does not have its office within planning area, the bidder shall have compulsory one site office within Haldia Planning Area or agreement with any Electrical Contractor of Planning Area for erection & 5 years' maintenance. Without this, payment shall not be processed.

7. Security Deposit/Deduction:

- 7.1 Fifteen Percent (15%)** of the amount will be deducted from bill as Security Deposit. The EMD shall be adjusted with the Security Deduction. The release of S.D. will be subjected to quality and proper maintenance of the work and its components satisfactorily during the security period. Failure to execute proper operation and maintenance of the work will **lead to forfeiture of the security deposit**. The schedule of security deposit release will as per the following:

Release of 30% of the security deduction amount – After two years of liability period.

Release of 40% of the security deduction amount – After four years of liability period.

Release of rest 30% of the security deduction amount– After five years of liability period.

- 7.2.** An application along with a prescribed format of this office to be submitted for release of S.D. for which the contractor should apply to the authority at least 2 (two) month prior to the last date of defect liability period with an undertaking that the work is maintained properly as per the terms of contract.

8. Withdrawal of tender:

A tender once submitted shall not be withdrawn within a period of 180 days from the last day of the opening of the financial bid of the tender. If a tenderer withdraws his tender within this period, the EMD shall be forfeited.

9. Other Terms & Conditions:

9.1 E-Tendering:

ONLINE BIDS:

The bidders interested to submit the bid Online shall get registered and obtain a digital signature as per the procedure prescribed below:

Agencies/Bidders who are interested in participating HDA's e-tenders are requested to contact to the toll free **Help-line No. 1800 3070 2232 of National Informatics Centre** for registration, computer setting and other clarification on e-tendering. **Shri Atanu Moitra, System Analyst, HDA (Mobile No. 8170045634)** is stationed at the office of the Haldia Development Authority during working hours. The agencies/bidders can visit the office and get assistance.

Online Tenders can be submitted by logging in **www.wbtenders.gov.in**.

ONLINE BID SUBMISSION:

The Bidders are required to submit the Technical and Financial Bid documents ONLINE by following the Online Bid submission procedure.

- 9.2** Tenderers requested to be present in person during the pre- bid meeting & he may be present during on-line opening of technical and financial bids.
- 9.3** The tender accepting authority may ask any tenderer to submit analysis to justify the rate quoted by the tenderer.
- 9.4** Questionnaire for the work if any shall be forwarded to this office on or before the time specified for pre bid meeting.
- 9.5** The Agencies/contractor shall abide by all the labour welfare laws Safety Rules and their modifications from time to time, if any, within the contract period. Minimum labour wages act,

- labour facilities, E.S.I, P.F, Bonus facilities etc. should be provided as per latest Govt. order/Circulars. In no case, HDA shall be held responsible for any eventualities in this regard accident including payment of wages to personnel deployed by the contractor.
- 9.6** HDA takes no responsibility for any delay/loss/non-receipt of tender document or any other letter sent by post either way.
- 9.7** Tenderer can approach only the Executive Engineer (Electrical), HDA for any clarification with respect to this tender.
- 9.8** The decision of authority with respect to this tender is final and binding.
- 9.9** All corrections in the tender should be signed with date by the Tenderer. Each of the Tender document and drawings must be signed by the Tenderer.
- 9.10** The Contractor, whose tender is accepted shall within 15 (fifteen) days of issue of an intimation to that effect by this office obtain additional one set of contract documents on production of proof of payment of tender papers in favor of Chief Executive Officer, Haldia Development Authority in Nationalized Bank and submit the same duly signed by him to this office for formal agreement. If the contractor fails to perform the formalities as mentioned within the specified period, acceptance of the tender will be liable to be cancelled and the earnest money will be forfeited.
- 9.11** Tenderers who will sign on Tender on behalf of a company or Firm must produce the “Registered documents” in respect of their competency to do so, failing which their tender will not be considered.
- 9.12** After receipt of the Work Order, the successful Tenderer shall submit the work program, Bar chart of execution of the work, establish site office and deploy Site Engineers. He shall also maintain Work Order Copy, Drawings, schedule of work and tools & tackles at site to assist HDA Engineers to carry out necessary checking and supervision of the work.
- 9.13** It has been observed that the successful bidders deploy unqualified engineers and supervisor during execution of work. Therefore, the successful bidder shall ensure that qualified engineers are deployed to carry out quality works. If substandard works during the execution of work is detected, then the authority shall have right to direct the agency to re-do the work once again, check the qualification of engineers and supervisors, penalize the agency etc.
- 9.14** The successful Tenderer shall have to start the work at site within 7 days after receipt of the work order failing which work order shall be cancelled with forfeiture of earnest money deposited with HDA without assigning any reason.
- 9.15** Sub-letting of the job is not permissible and the Tenderer must submit one undertaking that he will not sub-let the job under any circumstances. If the authority comes to know that the agency has sub-let the work, then action shall be taken to terminate the contract and the SD money will be forfeited.
- 9.16** All materials & workmanship shall be as per the approved quality and methodology.
- 9.17** An amount equal to 1% of the contract amount will be deducted from the RA bill / final bill on account of “the building and other construction work (regulation of employment and condition

of service) Act, 1996” and “The building and other construction work welfare cess Act, 1996” apart from other statutory deductions from bills/ payment due.

9.18 No advance will be paid to the contractor. The contractor will pay minimum wages to his workmen in the presence of HDA engineers and only after certification by HDA engineers that the minimum wages have been paid the bill will be processed.

9.19 Progressive payment will be paid in running account bill subject to good performance. Payment may be withheld / not made on average or poor quality of job. If the agency gets average or poor grading of work quality, he may be debarred for one year from the tender of HDA.

9.20 With the tender the **Bidder shall have to submit the** standard and renowned Manufacturer details of Major Items i) 12M Hot dipped GI Octagonal Pole with Moon Bracket, ii) XLPE insulated and PVC sheathed aluminum armored Cable of size 2 Core X 16 Sq mm, iii) Steel Items, iv) Cement, v) medium gauge GI Pipe, vi) PVC insulated FR copper conductor, vii) MCB, viii) G.I. feeder pillar box meter box ix) Timer Switch, x) LED Flood Light xi) HDPE Pipe through prescribed format as given in **Annexure-VI**. The compulsory type test/routine test certificate from third party shall be enclosed with the format. In case of GI Octagonal pole, the manufacturer shall state that they will be able to supply the product as per tender specification of HDA in their authorization. Without the approval the supplied material by the contractor shall not be accepted by HDA and therefore no such payment will be made in this context.

9.21 No escalation of cost is permissible at any time after the issuance of work order. Agency shall be barred from approaching the authority to claim escalation cost for reasons whatsoever.

9.22 The Deployment of Supervisory and Technical Personals against this tender:

a) The agency shall have to provide sufficient competent technical supervisory and personals against the work. The agency shall have to inform HDA the name of personal engaged against the work. In case any deployed personals are found inefficient or incompetent, the agency shall have to replace the personal within seven days of HDA’s direction. The agency shall also comply with the “General Conditions of Contract” as stated below. The personnel/workers engaged for the work shall be the employees of the agency/contractor and will take their remuneration / wages, statutory benefits from the agency/ contractor. They will have no claim and liabilities of whatsoever nature including monetary claims or other claim or benefits from this Authority. Any liability arising under Municipality, State or Central Govt. laws and regulations, will also be the sole responsibility of the concerned Agency/ Contractor and the Authority shall not be responsible for such liabilities.

b) **Safety Provision:** Necessary PPEs are to be delivered & checking over technical gang to ensure safety provision as per rule by the agency.

c) **Workmen’s Compensation:** In case of any car/truck accident, fire burn, electrical fault or fall from ladder/roof happened, the entire liability of any damage of labours/ assets of HDA and others shall be sole responsibility of the contractor. The contractor shall pay every cost of damage to labour and cost of any damage of assets of HDA.

9.23 The Emergency Services: The awarded agency will have to attend immediately & spontaneously rectify all complains for any break down, malfunctioning of the all **Dedicated**

Illumination Projects within 12 hours (maxim.) of occurrence. The agency should not wait for any call over telephone/mobile/e-mail from HDA & also will have to restore the system without any delay. For any non satisfactory service the work order of the agency shall be cancelled and EMD and SD will be forfeited. The awarded agency shall co ordinate with other working agency and WBSEDCL officials and WBSEDCL Sub-Station for smooth operation and maintenance of LED Street Lights at all location. **At least 15 % of spares are to be kept** reserve by the agency so that the agency is capable to maintain the installation promptly.

9.24 Compensation for delay and termination: The time allowed for carrying the work as per tender shall be strictly observed by the contractor and shall be reckoned from the date of commencement of the work as per work order. The time being the essence of contract on the part of the contractor, the contractor shall commence execution of the work from the date of issue of the work order for commencement of the work and continue such work to ensure good and proportionate progress in proportionate time maintaining proper quality of the work. In the event of the contractor failing to comply with the proportionate progress in proportionate time as well as instruction/order of the competent authority of HDA he shall be liable to pay as compensation and amount equal to 0.5% per week of delay and maximum 10% as will be decided by the HDA (whose decision in writing shall be final in this regard) on the final bill amount. The competent authority of HDA shall have power to resign the contract (of which rescission notice in writing to the contractor shall be conclusive evidence) in which case the Earnest Money / security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Govt. /HDA. After decision of the contract, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually perform under the contract unless and until the competent authority will have certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

9.25 For the Bad-workmanship due to negligence which do not so affects the strength of the work but affect the perfection of work, penalty will be imposed 3% of the total bill amount and will be deducted from the Bill. Percentage of the deduction for the above said Bad-workmanship will be decided by the Electrical section-in-charge and approval to be obtained from the C.E.O; Haldia Development Authority.

9.26 All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the **inspection and supervision of the Engineer-in-charge** and all his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if he had been given to the contractor himself.

9.27 Site Inspection and Complain Monitoring Register: The supervisor deployed by the agency shall inspect the entire street lighting project weekly and report every observation details in the register. All emergency maintenance/breakdown calls over telephone/mail/mobile shall be recorded in the complaint register with complain attendance and disposal details. The agency

must submit the registers along the prayer for security deposit release. Payment shall not be made if the registers are not properly maintained and submitted to the authority.

9.28 Original copy of all certificates shall be produced for checking and verification of all supporting documents on request of HDA.

9.29 Equipment and Machineries:

The agency should possess the requisite and relevant equipment and machineries for the work. Any tit bit incidental work for performing job to be done free of cost. If equipment and machineries are not deployed as per the undertaking given by the contractor, the Engineer in charge is authorized to stop the work and direct the contract to deploy them immediately. If the contractor fails to carry out the direction, then the authority may take appropriate action including forfeiture of EMD and cancellation of the work order.

9.30 Registration of all workers engaged in building and other construction workers to be done under the Building and other Construction Workers' (RE & CS) Act, 1996 and the State Rules, 2004 framed there under to provide for their safety, health and welfare measures.

9.31 Credibility of the agency engaged for more than two works in HDA will be evaluated by the tender committee and whether to allow the agency to participate in further tenders of the authority will be decided by the committee. Decision of the authority is final and binding on the concerned agency.

9.32 The **contractor shall collect photography/video photography** of the site firstly before the start of the work, secondly mid-way and materials stack in the execution of different stages of work and lastly after the completion of the work. The photographs shall have date digital date printed. A minimum of 10 such photographs should be submitted at the time of submission claim for payment. No separate payment will be made to the contractor for this purpose. Payment shall not be made without submitting the photographs/video photographs.

9.33 HDA reserves the right not to allow the agency to participate in future tenders under the following circumstances.

- (i) Delay in completion of job.
- (ii) Performance in terms of either quality of materials and workmanship.

9.34 In case of any modification in drawings & estimate etc., it shall be notified to the vendors during pre-bid meeting or through corrigendum.

9.35 Termination of Contract/ Work Order:

The authority may terminate the contract/work order due to the following reasons.

- i) Poor Progress of work.
- ii) Poor Quality of work.
- iii) Adoption of any unfair means during execution of work.
- iv) Violation/Non-compliance of any instructions of the authority.

For termination of the contract/work, the authority will issue a 7 days' notice to the agency/contract to make up the discrepancy/shortfall of the work as instructed by the authority, failing which the contract/work order will be terminated with forfeiture of E.M.D., S.D., Performance Security etc.

9.37 Discretion of the authority inviting tender:

The tender inviting authority reserves the right to accept or to reject any or all applications/tenders without assigning any reason whatsoever. On matters of dispute authority decision shall be final and binding. The quantity of work indicated above is provisional and should not be taken as firm. The extent to which the work would be actually executed will depend on the final decision of the Chief Executive Officer, HDA. He however reserves the right to reduce the quantity even substantially without assigning any reason thereof and take up the same otherwise for which no compensation is payable under any circumstances.

Chief Executive Officer
Haldia Development Authority

Memo No.: 2720(11)/HDA/IX-N-142 (Part-X)

Dated: 31st January, 2018

Copy forwarded for information to:

1. The Chairman, Haldia Developmet Authority.
2. The District Magistrate, Purba Medinipur.
3. The Additional District Magistrate & Additional Executive Officer, Purba Medinipur Zilla Parishad, Tamluk, Purba Medinipur.
4. The Divisional Manager, WBSEDCL, Haldia (O&M) Division, Khudiramsquare.
5. The Sub-Divisional Officer, Haldia, Purba Medinipur.
6. The District Information & Cultural Officer, Purba Medinipur.
7. The District Informatics Officer, NIC, Purba Medinipur, Tamluk with a request to publish it in the official website of Purba Medinipur District.
8. The System Analyst; H.D.A. with a request to arrange to publish it in the website of HDA and make arrangement to send the same to DIO, NIC by e-mail.
9. CA to the CEO, HDA with a request to make necessary arrangements for publishing advertisement in newspapers.
10. Reception, HDA.
11. Notice Board, HDA.

Chief Executive Officer
Haldia Development Authority

FORM – I
COMPLETION CERTIFICATE
(100 % PHYSICAL COMPLETION)

1	Name of the work and W.O. / LOI no. & date.	:	
2	Name of the client	:	
3	Amount put to tender	:	
4	Contractual amount against the tender	:	
5	Date of commencement of work	:	
6	Date of completion as per work order	:	
7	Actual date of completion/ Status of running work.	:	
8	Final gross value of the bill or RA bills for – Electrical Work	:	

I hereby declare that all the statements made above are true to my knowledge. I also understand that any discrepancy found in the above statement will render me liable for cancellation of my tender.

(Signature of the bidder)

Note:

1. While calculating the amount, i.e, money value of the major item stated above, amount of all sub-items like leads, lifts, disposal, transportation etc. included in the major item should be arithmetically added.
2. Credential of Completion Certificate (s) should be supported by BOQ(s).

FORM – II
STATEMENT ON ANNUAL TURNOVER FROM CONTRACTUAL BUSINESS

This is to certify that the following statement is the summary of the audited Balance sheet arrived from contractual business in favour of for the three consecutive years.

Sl. No.	Financial		Remarks
	Year	Turnover (rounded of)	
1	2014-2015		
2	2015-2016		
3	2016-2017		
Total			
Average Turnover			

Note:

- i) Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
- ii) Average turnover for 3 years is to be obtained by dividing the total turnover by 3 (three).

Signature of the Bidder

ANNEXURE-I

FINANCIAL BID FORMAT

NIT NO: 23/HDA/EC-ELECT/2017-2018

WORK DESCRIPTION FOR SUPPLY AND ERECTION OF 12 MTR. MINI MAST, LAYING OF CABLES, SUPPLY AND INSTALLATION OF LED FLOOD LIGHT FITTING AND OTHER ELECTRICAL WORKS FOR LED FLOOD LIGHTING AT AMDABAD BAZAR NEAR AMDABAD H.S SCHOOL, TAKAPURA BAZAR, SUBDI BAZAR, TAKAPURA BAIKUNTHA BALIKA VIDYALAYA, SATENGABATI TRAKER STAND, JANA BAZAR UNDER AMDABAD-I & II G.P, NANDIGRAM-II NO. BLOCK.

Item rates are to be quoted by the bidder					
SL. No.	Description of Items	Units	Qty.	Rate (including all taxes). (Rs.)	Total amount (including all taxes). (Rs.)
1	Supply of 12 M Hight Hot Dip Galvanized Octagonal Poles and 1 no Full Moon Bracket suitable to mount 4nos of non integral flood light fittings with clamping arrangement for crimbing.	Set	12		
2	Preparation of RCC foundation of 550 mm dia and 2200 mm hight with required rod, cement, chips and sand etc. at the ratio 1:2:4 & minimum 1% steel with ground bolt 4nos for fixing the 12 Mtr Mast (including supply of all necessary material) (design of this RCC foundation is given at annexure IV) and after cureing, erection of the 12 Mtr MAST bolted and welded.	No	12		
3	Lifting of the running U G Cable coming to the looping cable Box upto the top of the muffing above the top of the ground level by drawing through 40 mm dia rigid pvc pipe of superior Quality and tiding the same by no 10 SWG G I wire wiyh the pole including supply of pipe & wire & filling the top of the pipe/pipe hole with bitumen and neat cementing properly(average run- 1.5 mtrs/run X 2 runs per pole.	No	6		
4	Supply and delivery of 1.1 KV grade 2 C X 16 Sqmm XLPE insulated and pvc sheathed aluminium armoured Cable. As per IS 7098.	Mtr	1407		
5	Laying of one No. cable upto 35 sqmm in underground trench 460 mm wide x 760 mm average depth, with brick protection on the top of the cable with 8 (eight) Nos. bricks per metre, including filling the space between the brick & cable and also the trench with shifted soil, leveling up and restoring surface duly rammed.	Mtr.	943		
6	Supply and fixing of 1 -5 AMP SP MCB 'C' Series MCB (Make L & T) or as per direction of EIC to be placed on a din channel on the bakalite sheet at suitable location of Pole after supply and installation of Bakalite sheet, Din Channel and supply and fixing of Terminal connector at the suitable location of the pole.	No	6		
7	Connection of luminaire with 3C X 1.5 Sqmm pvc insulated FR copper conductor (ISI marked) through poles from looping box to light fittings as required.	No	12		
8	Supply and fixing of 40 mm dia Medium Gauge G.I pipe with necessary fittings and jointing materials required.	Mtr	50		

9	Laying of one cable trough Jack Push method below 2-3 M deep from the Road Black top with excavation of double earth pit 1400×600×3000mm on hard soil, laying of heavy duty G.I. pipe, refilling, and ramming of earth pit, restoration of road surface etc (Excluding the supply of G.I Pipe)	Mtr.	42		
10	Supply and installation of feeder pillar box of size 1050 X 900 X 400 mm made of CRCA sheet 4 mm thick (or GI sheet 2.5MM thick) outdoor type with top canopy, sides having lovers for ventilation ,double door, weather proof epoxy painted, complete with 63Amp cu bus-bar & extra locking arrangement for operation of Street lighting System in single phase power system as per direction of engineer-in-charge including the Brick foundation 1800 X 500 X 1000 mm with plastering and neat cementing.(Consisting of following items in the feeder pillar) i) 40 Amp , 230 Volt Double Pole MCB 10 ka Breaking capacity (Legrand/L & T)-1 no ii) DP 240 Volt 40 Amp air break AC Coil conductor (L&T)-1 no iii) 230Volt 24 Hrs time switch (L&T)-1 no vi) 5-10 Amp SPMCB (Legrand)-4 No "C" curve of 10 ka v) Indicating lamp (LED) (Emco)-1 No vi) Cubical ilu lamp & switch- 1 No. vii) 0-500V Voltmeter with selector switch -1 Set viii) Toggle switch - 1No ix) Power connecter-1 Set xi) Amp Meter with C.T.	No	6		
11	Laying only Cable upto 50 sqmm through existing RCC/Hume/ GI Pipe/open masonry trench for single, 2, 3, 3½ & 4 core.	Mtr.	260		
12	Supplying, laying of HDPE pipes, rates of HDPE pipes GRADE - PE80 (PN-10.0), OD-50mm and ID- 40.8mm	Mtr	260		
13	Supply and erection of concrete Sign Board (written on white marbel plate), painting with details of the work as per direction of the Engineer-in-charge.	No	12		
14	Design, Supply & Delivery work of Complete LED Flood light fittings. Having LM79 test report of Third Party and other documents as per <u>ANNEXURE-V</u> . The work includes complete LED Flood light (>=150 W) arrangement with LED fixtures at site under the above terms and condition including all taxes. and duties, transportation and incidental charges.	set.	49		
15	Erection, Testing, Commissioning & Maintenance work for 5 Years of LED Flood Light (>=150 W) Fittings (Excluding Supply). The work includes erection of LED Flood light at site under the above terms and conditions and maintenance including applicable taxes.	set	49		
16	Meter box of size 750 X 550 X 300 mm made of 4 mm thick CRCA steel sheet outdoor type with top canopy, sides having lovers for ventilation, single door, weather proof epoxy painted, complete with installation of 32 Amp Main switch arrangement as per direction of engineer-in-charge. Installation of the feeder to be done by the earth cutting, brick soiling and cc foundation as required & sand filling, ramming and muffing around the feeder pillar box by brick and cement mortar work as per the direction of the Engineer-in-charge.	No	6		

17	EARTHING & LIGHTING PROTECTION Earthing with 65 mm dia GI pipe (TATA-Medium)x 3.0 Mts. long and 1 No. 50 mm x 6 mm galvanized (Hot Dip) steel strip (4 Mts. long), 20 mm dia x 125 mm long galvanized bolt, double nuts, double washers including finishing both ends by making holes etc. and S & F 65 mm dia GI pipe (ISI-Medium) protection (3 Mts. long) to be filled with bitumen partly under the ground level and partly above ground level to an average depth of 3.65 Mts	No	6		
18	Supply & fixing of GI (Hot Dip) strips 20 mm x 3 mm thick for vertical run on wall with GI saddles spaced not exceeding 1000 mm apart incl. mending good damages to building work	Mtr	120		
19	Painting of foundation structure of pole after cleaning etc. for receiving fresh coat of paint of Concrete foundation.. (i) One coat of priming. (ii) 1st coat of synthetic enamel paint over the primer. (iii) 2nd coat of synthetic enamel paint over the 1st coat.	No	18		
20	Supply and fixing of the 15"×8" in size and "HDA" printed stiker as per direction of the Authority.	No	54		
21	Supply and fixing of Pole numbering Sticker (5" X 3") at the street light pole.	No	12		
				Total Rs.	
Total Rupees in words:					

Signature of Bidder with seal

ANNEXURE-II

SAMPLE FORMAT FOR AFFIDAVIT

I, Sri.....,S/o Sri....., aged.....Years, Residing at....., Proprietor/Partner/Director of....., do hereby solemnly affirm and declare in connection with **“Supply and Erection of 12 Mtr. Mini-Mast, laying of cables, supply and installation of LED Flood light fitting and other electrical works for LED Flood lighting at Amdabad Bazar near Amdabad H.S School, Takapura Bazar, Subdi Bazar, Takapura Baikuntha Balika Vidyalaya, Satengabati Traker Stand, Jana Bazar under Amdabad-I & II G.P, under Nandigram-II no. Block.” NIT NO.: 23/HDA/EC-ELECT/2017-2018** as follows:

1. That I, the undersigned, do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. If the contract is awarded to us, we will deploy at site all necessary T&P, equipments and Laboratory with necessary testing equipments / apparatus as listed below immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the Engineer in Charge. We will also keep sufficient tool, tackles and equipment, manning during O&M of the project in five years’ defect liability period.
3. We would deploy at site all necessary Technical Personnel as listed in ITB for efficient contract management and supervision of works with a view to achieving best quality of works at site during execution. We will also keep sufficient technical personals during O&M of the project in **(05) Five years liability period.**
4. We would carry out all necessary tests of all major items at frequency spelled out in the contract document / as per IS specification to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
5. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

Signature of the Contractor

Name:

Place:

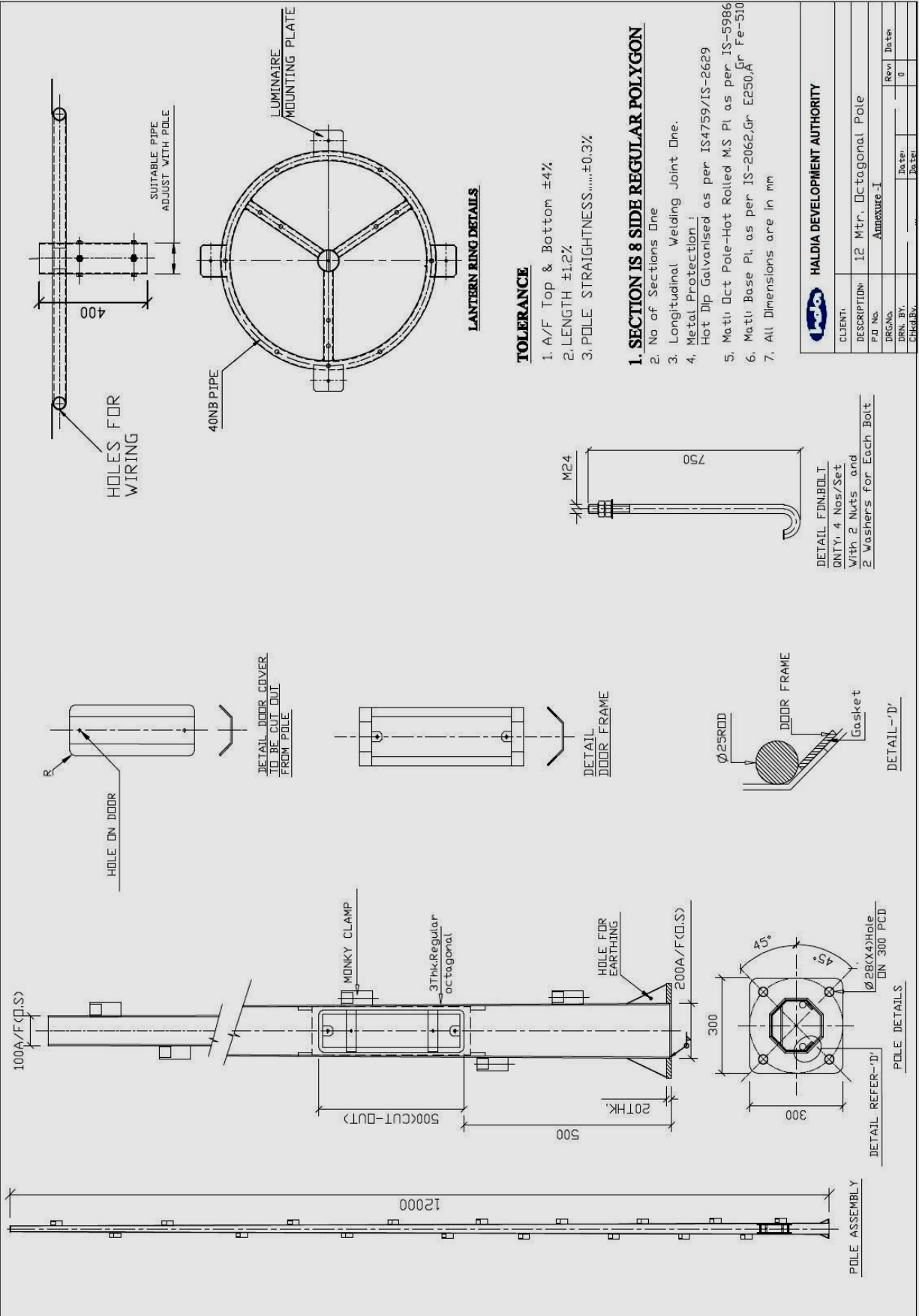
Date:

ANNEXURE-III

POLE

TECHNICAL SPECIFICATIONS OF HOT DEEP GALVANIZED OCTAGONAL POLES

Design	The Octagonal Poles shall be designed to withstand the maximum wind speed as per IS 875. The top loading i.e. area and the weight of fixtures are to be considered to calculate maximum deflection of the pole and the same shall meet the requirement of BSEN 40-3-3:2003 .
Pole Shaft	The pole shaft shall have octagonal cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding.
	All octagonal pole shafts shall be provided with the rigid flange plate of suitable thickness with provision for fixing 4 foundation bolts. This base plate shall be fillet welded to the pole shaft both inside and outside.
Door opening	The octagonal Poles shall have door of approximate 500 mm length at the elevation of 500 mm from the Base plate. The door shall be vandal resistance and shall be weather proof to ensure safety of inside connections. The door shall be flush with the exterior surface and shall have suitable locking arrangement. There shall also be suitable arrangement for the purpose of earthing. The pole shall be adequately strengthened at the location of the door to compensate for the loss in section.
Material	Octagonal Poles HT Steel Conforming to grade S355. Base Plate Fe 410 conforming to IS 2062 Foundation Bolts EN 8 grade Bracket ERW tubes as per IS 1161.
Welding	The welding shall be carried out confirming to approve procedures duly qualified by third party inspection agency. The welders shall also be qualified for welding the octagonal shafts.
Pole sections	The Octagonal Poles shall be in single section. There shall not be any circumferential weld joint.
Bracket Arm	The bracket will have a sleeve as cap of suitable diameter fitted with pinching bolts. The length of bracket shall be as per illumination design.
Galvanization	The poles shall be hot dip galvanized in single dipping as per BS EN ISO 1461 standards with average coating thickness of 70 micron.
Fixing Type	The Octagonal Poles shall be bolted on a pre-cast foundation with four foundation bolts for greater rigidity.
Top Mountings	The galvanized mounting bracket shall be supplied along with the Octagonal Poles for installation of the luminaries
Manufacturing	The pole manufacturing & galvanizing unit shall be ISO 9001:2000.
Galvanizing Facility	The manufacturing unit shall have in-house galvanizing facility as per standard.
Pole Testing Facility	The manufacturing unit shall have in-house pole testing facility for validation of structural design data.



LANTERN RING DETAILS

TOLERANCE

- 1. A/F Top & Bottom $\pm 4\%$
- 2. LENGTH $\pm 1.2\%$
- 3. POLE STRAIGHTNESS..... $\pm 0.3\%$

1. SECTION IS 8 SIDE REGULAR POLYGON

- 2. No of Sections One
- 3. Longitudinal Welding Joint One.
- 4. Metal Protection :
Hot Dip Galvanised as per IS4759/IS-2629
- 5. Mati Oct Pole-Hot Rolled MS Pl as per IS-5986
- 6. Matl: Base Pl, as per IS-2062,Gr E250,Gr Fe-510
- 7. All Dimensions are in mm

HALDIA DEVELOPMENT AUTHORITY	
CLIENT	12 Mtr, Octagonal Pole
DESCRIPTION	Annexure-I
P.D No.	
DRG.No.	
DRN. BY.	
CHKD BY.	
Rev	Date
0	

DETAIL FDN BOLT
QNTY: 4 Nos/Set
With 2 Nuts and
2 Washers for Each Bolt

DETAIL 'D'

POLE DETAILS
DETAIL REFER-'D'

POLE ASSEMBLY

DETAILED TECHNICAL SPECIFICATION OF OCTAGONAL HOTDIP GALVANISED MINI MAST POLES

(Complete Set).

Structure:

Poles shall be continuously tapered OCTAGONAL cross section, presenting a good and pleasing Appearance and based on proven design conforming to Indian standards, to give an assured Performance and reliable service. The pole shall be suitable for wind loadings as per IS 875 part 3 1987.

APPLICABLE STANDARDS:

- a) IS 875 (Part III) 1987 : Code and practices for design loads for structures
- b) BS 51351 AWS : Welding
- c) Material for Pole Shaft : As per IS 5986 Gr.510 or Equivalent
- d) Material for Base Plate : As per IS 2062 Gr.410 or Equivalent
- e) Metal protection : Hot Dip Galvanization as per IS 4759 or equivalent

CLIMATIC CONDITIONS OF THE INSTALLATION: -

- a) Max. Ambient Temperature : 50° C
- b) Max. Daily average ambient temp. : 40° C
- c) Min Ambient Temperature : 0° C
- d) Maximum Humidity : 95%
- e) Minimum Humidity : 10%
- f) Average No. of thunderstorm per annum : 50
- g) Average Annual Rainfall : 750 mm
- h) Average No. of rainy days per annum : 60
- i) Rainy months : June to Oct.
- j) Altitude above MSL not exceeding : 300 meters.
- k) Max. Wind Pressure : 210 kmph.

POLE DESCRIPTION & THE REQUIREMENT:

SL	Description	Requirement
1	Height of Octagonal Pole	12 Mtr.
2	No. of Sections	One
3	Material of construction	As per IS 5986 Gr.510 or Equivalent / Material for Base Plate - As per IS 2062 Gr.410 or Equivalent / Metal protection - Hot Dip Galvanization as per IS 4759 or equivalent
4	Thickness of Sheet	3mm
5	No of Longitudinal seamless weld/section	One
6	No of Circumferential weld/Section	Nil
7	Cross Section of Pole	Octagonal
8	Base Dia and Top Dia meter	As per Drawing.
9	Metal Protection for the Pole	Hot Dip Galvanized
10	Method of Hot Dipping	Single Dipping
11	Average thickness of galvanization	60 micron (As per BSEN ISO 1461)
12	Height of the door opening from pole flange plate to the bottom of the door	500 mm
14	Type of Locking arrangement	Vandal resistant, weather proof with locking arrangement
15	Control	Arrangement of Terminal and MCB
A) BRACKET		
1.	Brackets	1 no Full Moon Bracket as per design.
2.	Minimum Overhang	1500 mm
3.	Construction	Squire GI Pipe of minimum Dia. 50-60 mm, Class B
B)	MONKEY Clamping Arrangement	As per design required with Supporting Clamp
B) DYNAMIC LOADING		
1.	Basic wind speed	47 m/sec

2.	Hourly mean wind speed	23.27 m/sec
3.	Max. gust speed time	3 sec
4.	Factor of safety for wind load	As per relevant IS 875: 1987
5.	Factor of safety for other load	As per relevant IS 875: 1987
C) Foundation details		
1	Type of foundation	As per Annexure
2	Size of concrete foundation	As per Annexure
3	Details of foundation of G.I bolts and Nuts	4nos. J- bolt, 24mm dia. 750mm long (As per Annexure), 12nos. of Nuts with 16nos. of washers EN 8 Grade Projected Bolt 125mm Length
4	Base plate material	GI
5	Base plate Dimension	As per Drawing.
6	Thickness of the base plate	As per Drawing.
7	PCD for foundation bolt	As per Drawing.
D) CABLE FOR INTERNAL WIRING		
1.	Type	1.1KV Flexible copper conductor, PVC insulated and sheathed Cable
2.	Material of conductor	Copper
3.	Conductor size	3 Core, 2.5 <u>sq.mm</u>

General Construction

The Octagonal Pole shall be designed to withstand the maximum wind speed as per IS 875

The Octagonal Pole shall be designed using limit state principle. The limit states to be considered are:

(i)Ultimate and (II) Serviceability; based on a design wind speed with a return period of 25 years.

The Octagonal Pole shall be of continuously tapered and shall be based on proven In-Tension design conforming to the standards referred above, to give an assured performance, and reliable service. The structure shall be suitable for wind loadings as per IS 875 (Part-III) 1987.

5.1.1 STRUCTURE:

The Octagonal Pole shall be of continuously tapered and shall be based on proven In-Tension design conforming to the standards referred above, to give an assured performance, and reliable service. The structure shall be suitable for wind loadings as per IS 875 (Part-III) 1987.

5.1.2 CONSTRUCTION

The Octagonal Pole shall be manufactured using steel plates. The Pole shall be delivered in single section. The Pole shall have Octagonal cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding and pole shafts with more than one longitudinal weld shall not be acceptable. The welding of pole shaft shall be done by Submerged Arc Welding (SAW) process. The Pole shall be in one section. No site welding and bolted joints shall be done on the pole. Monkey Clamping shall be provided as per design with Supporting Clamp; Bottom diameter and plate thickness shall be as per the structural design requirements. The detailed design calculation along with foundation details of the pole shall be submitted along with the Bid for approval by the Purchaser.

The Octagonal Pole shall be provided with fully penetrated flange, which shall be free from any lamination or incursion. The welded connection of the base flange shall be fully developed to the strength of the entire section. The base flange shall be provided with supplementary gussets between the bolt-holes to ensure elimination of helical stress concentration. The pole shall be designed to mount up to one Luminary Single overhang (SOH).

5.1.3 GALVANIZING

For environmental protection of the pole the entire fabricated Octagonal Pole and all it's accessories shall be hot dip galvanized internally and externally as per standards with an average coating thickness of minimum 65 micron. The galvanizing shall be done in single dipping only. Double dip-galvanized shafts with overlapping are not acceptable.

5.1.4 DYNAMIC LOADING FOR THE POLE

The Octagonal Pole structure shall be suitable to sustain an assumed maximum reaction arising from a wind speed as per IS 875 (Part-III) 1987 and shall be measured at a height of 10m above ground level. The design life of the pole shall be minimum of 25 years.

5.1.5 BRACKETS:

The arm bracket shall be hot dip galvanized. Single Overhang bracket shall be used and made up of 60mm GI pipe (class-B).

5.1.6 EARTHING TERMINALS

Suitable single earth terminals using stainless steel bolt shall be provided at bottom of the base flange of the Pole.

5.1.7 FOUNDATION

The foundation arrangement shall be done as per the attached Drawing and specifications at **Attachment-I**.

5.1.8 TESTS

All routine, acceptance & type tests shall be carried out in accordance with the relevant standards. All routine/acceptance tests shall be witnessed by the purchaser/his authorized representative. All the components shall also be type tested as per the relevant standards.

5.1.9 TYPE TEST CERTIFICATES

The Bidder shall furnish the type test certificates of the Octagonal Poles for the tests as per the corresponding standards.

5.1.10 PRE-DISPATCH INSPECTION:

The pole shall be subject to inspection by a duly authorized representative of the HDA. Inspection may be made at any stage of manufacture at the option of the purchaser and the pole if found unsatisfactory as to workmanship or material, the same is liable to rejection. Bidder shall grant free access to the places of manufacture to HDA representatives at all times when the work is in progress.

Following documents shall be sent along with material:

- I. Test reports.
- II. Invoice In duplicate.
- III. Packing list.
- IV. Drawings & catalogue.
- V. Guarantee / Warrantee card.
- VI. Delivery Challan.
- VII. Other Documents (as applicable).

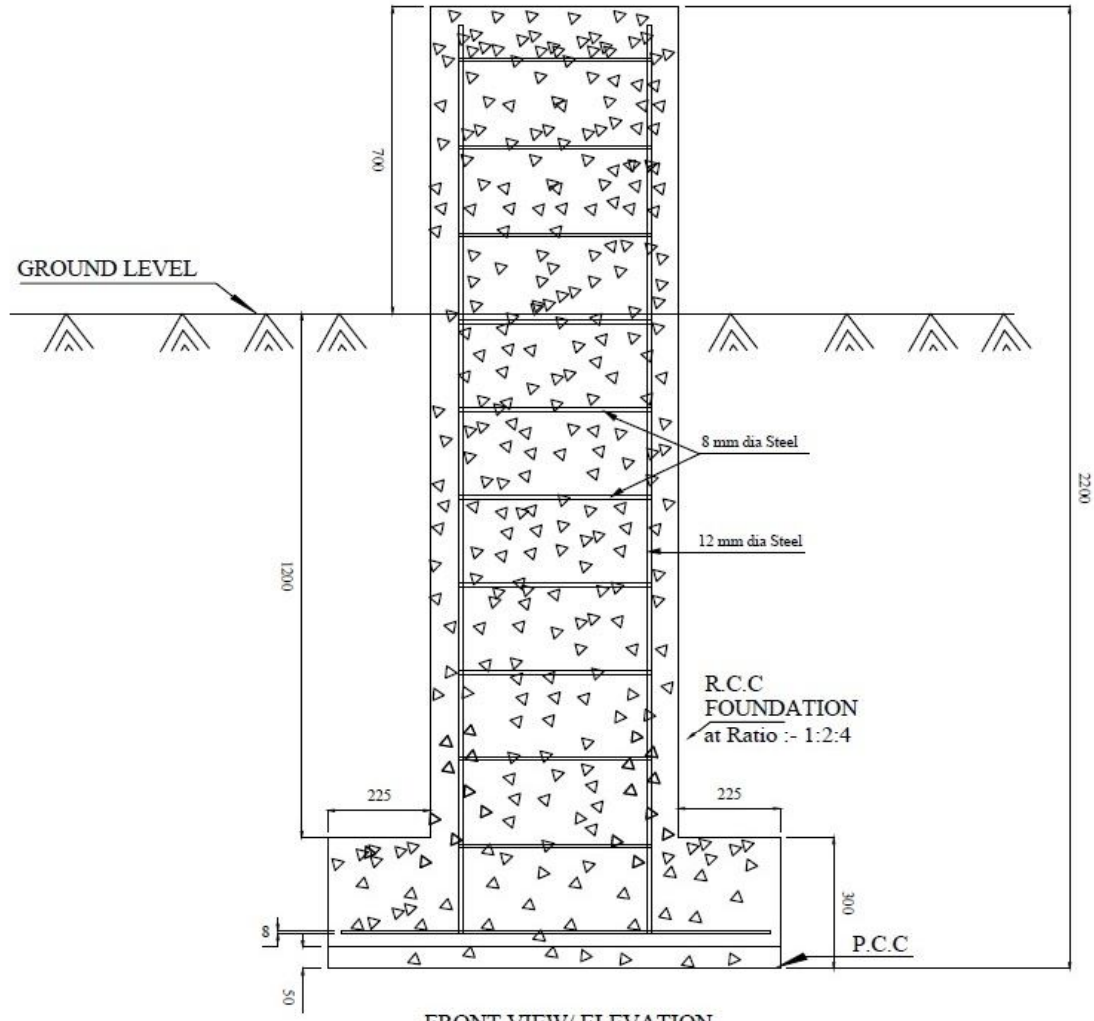
5.1.11 GUARANTEE

Bidder shall stand guarantee towards design, materials, workmanship & quality of process / manufacturing of items under this contract for due and intended performance of the same, as an integrated product delivered under this contract. In the event any defect is found by the Purchaser up to a period of at least **60** months from the date of commissioning Bidder shall be liable to undertake to replace/rectify such defects at its own costs

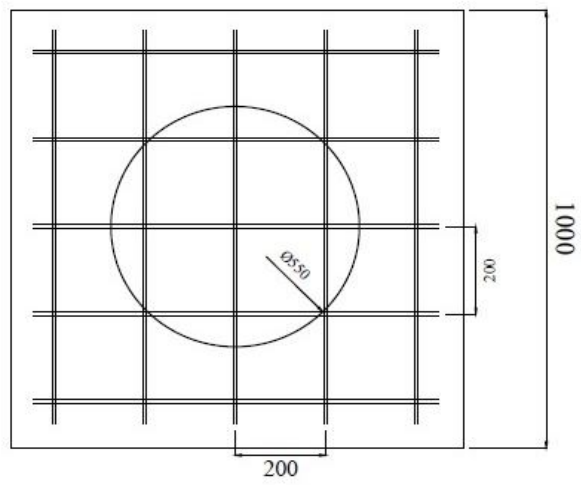
5.1.12 AUTHORIZATION FROM THE POLE MANUFACTURER

Authorization and acceptance of the above specification of the pole Manufacturer have to be submitted with this tender.

ANEXTURE:IV



FRONT VIEW/ ELEVATION



TOP VIEW/ PLAN

ALL DIMENSION ARE IN MM

ANEXTURE-V

1. Mandatory Requirement:

The LED Flood light system should meet the following specifications:

Electrical Specifications:

Parameter	Value
Input Voltage	AC 120-240V
Input Frequency	50 Hz \pm 3Hz
Power factor	\geq 0.95
Total harmonic distortion	Current <10%; Voltage < 3%
Working humidity	10% to 90% RH
Working temperature	5°C to 50°C
Index of protection level	IP 65

LED Light Fitting/luminary specifications:

Parameters	Value
Life expectancy of the product	Above 50,000 hrs with minimum 70% lumen
Colour temperature	\geq 6,500K
Colour rendering index	\geq 70%
Type of LED	High power LED
Make of LED	Cree/Osram/Philips-Lumileds/ Nichia/Seoul/Semiconductor.
Total Input Wattage to the fitting- -including losses	Minimum 150 watt
Lamp Housing	High quality housing for better environmental protection.

1.1: LED Flood light luminary shall be single piece pressure die cast aluminium housing with supplier wood mark / name engraved /embossing in the die cast housing to allow traceability till life of fixture (stickering and printing is not acceptable) and adhering to the following specifications.

1.2. The luminary shall be suitable for top mounting on moon bracket of pole

1.3. The fixture shall be designed so as to have lumen maintenance of at least **70% at the end of 50,000 Burning hours.**

1.4. The luminary should be operable with standard supply voltage of **120-240 V**, however, the materials should be electrically robust enough to withstand and work satisfactorily with the following system variations Voltage: 120 Volt to 240 Volt, Frequency: 50 Hz \pm 3%

1.5. Power factor of the electronic driver shall be **at least > 0.95** and total harmonic distortion shall be less than **10%**.

1.6. Product should have **surge protection** of suitable capacity.

1.7. The luminary shall employ individual optical lens for each of the LED to ensure better uniformity of light distribution.

1.8. The luminaries should have colour temperature above 6500K to meet different energy saving level.

1.9. Driver current shall be within 350mA to 750mA.

1.10. The luminary shall conform to **IEC 60598**, Class-I standard

1.11. The driver shall comply with

- I. EN 61347 -1: general and safety requirements

- II. EN 61347 -2-13: particular requirements for DC or AC supplied electronics control gear for LED modules
- III. EN 62384: DC or AC supplied electronics control gear for LED modules performance requirements
- IV. EN 61000-3-2: Limits for harmonic current emissions
- V. EN 55015: Limits for radio disturbance characteristics of electrical equipment's.

1.12. Heat dissipation shall be arranged through a built in external heat sink (Separated power supply for better heat management). The luminary shall deliver >85 Lumen/Watt. CRI shall be >70 with total luminous flux (lumens), luminous efficiency (lumen/watt) and luminous intensity (candles) white light output. Test Certificate from approved laboratory to substantiate lumen/watt light put as per LM 79 must be furnished for evaluation

2.1. Warranty, Operation & Maintenance Period: - 5 Years from the date of completion of the work.

2.1.3 LED chip and driver information – details must be filled up by the bidder and submitted along with the Commercial Bid.

Sl. No.	Information on LED chips employed in proponent's proposed luminary product	
1	Name of the LED chip manufacturer	
2	LED chip model name	
3	light output (lumens) as per LM 79	
4	luminous efficiency (lumens/W)	
5	correlated colour temperature	
6	CRI	
7	Driver manufacturer name and model no	
8	Driver current	
9	Expected lifetime of the LED driver	
10	Estimated cost of its replacement by your company, including component and installation cost.	
11	Voltage range	
12	Amperage range or rating	
13	Frequency range	
14	Power factor	
15	Ability to operate under conditions of unpredictable voltage variations	

Note: The declaration once given by the bidder shall be final and no change in the declaration will be allowed further.

5.1.4 Photometric Performance as per IES LM-79-2008 (Mandatory):

Intending agency shall have to submit photometric information, data or diagrams that indicate the proponent's proposed luminary as per standard IES guideline. If the deviation found in any parameter of LM-79 test report as specified in design and other submitted document, then the LM-79 Test report shall not be accepted and the bid shall be rejected.

The bidder must submit

- i) IES **LM-79** Initial Photometric Performances
- ii) Data report for the proposed luminary (sample LM-79 report)

The bidder can produce IES-LM-79 Test Report (including photometric modelling results) from an

independent laboratory (third party).

5.1.5. Lumen depreciation:

- The intending agency must submit a lifetime determination statement that indicates how many operating hours can be expected from the proposed luminary product until its light output declines to 70% of its initial output (L_{70}).
- IES LM-80 report for the LED chip package employed in the proposed luminary product must be submitted by the bidder.

5.1.6. Ingress Protection Certification (Mandatory):

The bidder must submit **IP 65** (or above) certificate from an independent laboratory (third party) for integrated shape of offered product.

5.2. Luminary Specifications - General :

The Intending agency shall provide information and certifications regarding the safety and durability of the luminaries proposed for use, including compliance with relevant Indian and optionally international standards such as:

- a. Luminaries: General Requirements, Tests, and Certifications specified in IS 10322
- b. Electrical safety certifications such as ISI and CII.
- c. Availability: Indicate time period the proposed LED luminaries will be available for delivery and installation on the road.

5.3. Test Report to be submitted by Bidder:

The bidder will submit a report containing test results for the LED product and its performance. The report shall contain all pertinent data regarding conditions of testing, type of equipment, LED products and reference standards. The report will include information on the following items:

- Relevant LED and Luminaries data sheets and Type test certificates indicating compliance to the technical specifications / standards.
- **Mounting Instruction sheets**
- **Authorization certificate in case the bidder is not a manufacturer.**
- **Make of LED', Luminaries and Electronic Driver used.**
- **R&D Facility recognized by Govt. of INDIA**
- **Document declaring available in-house testing facilities with photo's attached**

5.5. Bidders have to be **submit** all the documents under **SI No. 1, 5.1.4, 5.1.5, 5.1.6 & 5.3** otherwise due to non submission of the technical documents of the LED Flood Light the Product and Bid will be rejected. **And bidders are requested to flag every page of Commercial Bid document for easy evaluation of the bids.**

ANNEXTURE-VI

List of Manufacturers of Specified Items as per NIT

Sl. No.	Item Description	Name of Manufacturer	Applicable Type Test/ Routine Test	Enclosed Test Report
1	12M Hot dipped GI Octagonal Pole (Monkey clamping) with Moon Bracket (complete set) as per design. (Make-Volmont, Transrail, Utkarsha, Bajaj).			
2	XLPE insulated and PVC sheathed aluminum armored Cable of size 2 Core X 16 Sq mm. (ISI marked).			
3	Steel, (ISI Marked).			
4	Cement, (ISI Marked.).			
5	Medium gauge GI Pipe (ISI Marked).			
6	PVC insulated FR copper conductor, (ISI Marked).			
7	MCB (ISI Marked).			
8	Timer Switch (good quality with guaranteed service).			
9	LED Flood Light [Philips, Crompton; Havels; Bajaj; Osram, Surya or equivalent approved brand (mention exact model no.) complying specifications and design with guaranteed service].			
10	HDPE Pipe as per approved sample. (sample is to be approved before purchase)			
11	GI Feeder pilar box, meter box. (sample of GI sheet is to be approved before purchase)			

Signature of the Contractor with seal

GENERAL CONDITIONS OF CONTRACT

1.0. DEFINITIONS:

- 1.1. The terms “**Contractor**” shall mean and include the person, firm or company whose tender for the captioned work has been accepted by HDA on its behalf as specified and in the case of natural persons, him/her, his/her heirs, executors and administrators and in the case of a partnership firm, the partner of partners for the time being of the firm.
- 1.2. The term “**Work**” shall mean the activities as stated in the contract.
- 1.3. The term “**Letter of Acceptance**” shall mean and include the terms and conditions of contract, Letter of acceptance, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the Bidder by HDA and any other document forming part of the contract.
- 1.4. The term “**Contract Price**” shall mean as specified in the Form of Agreement / Agreement on behalf of HDA.
- 1.5. The “**Authorized Representative**” shall mean any officer authorized by the HDA to act on behalf of the HDA.
- 1.6. The term “**Government**” shall mean the Government of West Bengal and shall include the Governor of West Bengal.
- 1.7. **Owner/HDA:**

The Owner shall mean Haldia Development Authority (A Statutory authority under Government of West Bengal) incorporated under the Town & Country Planning Act, 1979 and its amendment having its Office at ‘Satish Samanta Bhawan’, Debhog, City Centre, Haldia-721657 hereinafter referred to as “HDA” when used in conjunction with the words ‘As directed’, ‘where directed’, ‘when directed’, ‘approved’, ‘subject to approval’, ‘satisfactory’, ‘accepted’, ‘equal to’, ‘proper’, ‘determined by’ shall mean the Chief Executive Officer of HDA or his authorized representatives.

- 1.8. **Consulting Engineer:** As may be determined by HDA from time to time.
- 1.9. The term “**Employer**” shall mean the Chief Executive Officer, HDA and include his successor and assign and the term “**Employer’s Representative**” shall mean the Engineer in Charge, HDA and include his successor and assign.
- 1.10. The term “**Site**” means the location provided by the HDA where the stipulated work as per the scope of contract is to be carried out.
- 1.11. The term “**Engineer**” means the Concerned Executive/Assistant/Sub-Assistant Engineer/Estimator of HDA, appointed by the Employer or Employer’s Representative to act as Engineer for the purposes of the Contract.
- 1.12. The term “**Engineer’s Representative / Assistant**” means a person appointed from time to time by the CEO who will be responsible to the authority and shall carry out such duties and exercise such authority as may be delegated to him.

Any communication given by the engineer’s representative / assistant to the contractor shall have the same effect as though it had been given by the CEO. If the contractor questions any communication of the engineer’s representative / assistant he may refer the matter to CEO who shall confirm, reverse or vary the contents of such communications.

- 1.13. “**Contract**” means this condition, the specification, the drawings, the bill of quantities, the tender, the letter of intent, the letter of acceptance, the contract agreement and such further documents as may be expressly incorporated in the letter of intent, letter of acceptance or contract agreement.

- 1.14. **“Specifications”** means the technical specification of the works included in the contract and any modifications thereof or additions thereto submitted by the contractor and approved by the authority.
- 1.15. **“Bill of quantities”** means the priced and completed bill of quantities forming part of the tender.
- 1.16. **Interpretation:** Words importing persons or parties shall include firms, companies and corporations and any other organization having legal capacity.
- 1.17. **Singular and Plural:** Words importing the singular only also include the plural and vice versa where the context so requires.
- 1.18. **Notices, Consents, Approvals, Certificates and Decisions:** Where ever in the contract provision is made for the giving or issue of any notice, consent or approval or certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “certify” or “Decide” shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

Notices of any other action to be taken on behalf of the HDA may be given / taken by the engineer/authorized representative duly authorized for the purpose on its behalf.

- 2.0. **PARTIES TO THE CONTRACT:** The parties to the contract shall be the bidder, whose bid is accepted by the HDA.
- 2.1. The persons signing the offer or any other document forming the part of contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the contract. If it is found that the person concerned has no such authority, the HDA may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and/or the firm liable for all costs and damages for such termination.

3.0. ENGINEER’S AUTHORITY TO DELEGATE

- 3.1. The Engineer may from time to time delegate to the Engineer’s Representative / Assistant any of the duties and authorities vested in the Engineers and he may at any time revoke such delegation.
- 3.2. Any failure of the Engineer’s Representative / assistant to disapprove any work, materials or Plant shall not prejudice the authority of the Engineers to disapprove such work, materials or plant and to give instructions for the rectification thereof.
- 3.3. If the Contractor questions any communication of the engineer’s Representative / Assistant he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communications.

4.0. ASSIGNMENT AND SUB-CONTRACTING:

- 4.1. Sub-letting of the job is not permissible and if the authority comes to know that the agency has sub-let the work then action shall be taken to terminate the contract and the SD money will be forfeited.

5.0. CONTRACT DOCUMENT:

- 5.1. **Language:** The language of the contract is English.
- 5.2. **Law:** The contract shall be governed and construed in accordance with the law of India. No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the contractor in any Court of Law except Principal Court of Ordinary Civil Jurisdiction to the exclusion of any outside court.
- 5.3. **Priority of Contract Documents:** The several contract documents forming the Contract shall be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the officer in charge who shall issue to the Contractor necessary instruction thereon.

Following documents shall form the Contract:

- i) Notice Inviting Tender and Corrigenda and Instructions to the Bidders and Forms.
- ii) General Conditions of the Contract.
- iii) Special Terms and Conditions
- iv) Technical Specifications
- v) Schedule of Probable Items with Approximate Quantities
- vi) Letter of Acceptance/Work Order

5.5. **Drawings:** 'Drawings' means the Drawings referred to in the Contract and any modifications of such drawings approved in writing by the Engineer and such other Drawings as may from time to time be furnished or approved in writing by the Engineer.

5.5.1. **Supply & Custody of Drawings & Specifications:** The Drawings and specifications shall remain in the sole custody of the Engineer but one copy thereof shall be furnished to the contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him.

5.5.2. **Requisition for Drawings and/or Specifications:** The Contractor shall give adequate notice in writing to the Engineer for any further Drawings or Specifications that may be required for the execution of the Work or otherwise under the contract.

5.5.3. **Additional Drawings:** One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the contractor at the site and the same shall at all reasonable times be available for inspection and used by the Engineer and the Engineer's Representative and by any other person authorized by the Engineer in writing. The Engineer shall have full power and authority to supply to the contractor from time to time during the progress of the Work such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

6.0. **SECURITY DEPOSIT:** As per NIT.

7.0. **PAYMENT OF SECURITY DEPOSIT:** As per NIT.

8.0. **CONTRACT AGREEMENT:** The contractor shall when call upon so to do, enter into and execute the contract agreement, to be prepared and completed at the cost of the contractor's.

9.0. **SUFFICIENCY OF OFFER:** The contractor shall be deemed to have satisfied himself as to correctness and sufficiency of the offer which shall, except in so far as it is otherwise provided in the contract, cover all his rights and obligations under the contract and all matters and things necessary for proper completion of the work.

10.0. **CONTRACTOR TO VISIT SITE BEFORE SUBMISSION OF TENDER:** The Contractor must satisfy himself and shall be deemed to have satisfied himself by local inspection and inspection of records and other materials as to the natural features of the ground, the quantities and nature of Work and materials necessary for the entire completion of the contract and the means of access to the work or other accommodation he may require or all other information as he may consider to be necessary. If any information not given on the drawings indicating the condition of the ground or the material composing it, overhead/underground utilities, the depth of water to be met with, the means of access or any other such matter shall not relieve the Contractor from any risk or from the fulfillments of his contract in every particular, including such details and incidentals works not particularly mentioned in the specification but which whether in the temporary or in the permanent Work, must evidently be required by the Work included in the contract.

11.0. CONTRACTOR'S RATE TO INCLUDE ALL COSTS FOR COMPLETING WORKS

11.1. The Contractor shall, with due care and diligence design (to the extent stated in the contract), execute and complete the works and remedy any defects therein as provided in the contract. The Contractor shall provide all superintendence, materials, plant, contractor's equipment and all other things required.

11.2. The rates and prices stated in the Bill of Quantities shall be deemed to cover all his obligations under the contract including those stated above and also in respect of the supply of goods, materials, plants, services, contingencies and all matter and things necessary for proper execution and completion of each item of work in accordance with the Technical Specifications and remedying of any defects therein. The Contractor shall take into consideration of all such costs while quoting his rates. No separate payment shall be made by the Employer to the contractor on account of any allied work in respect of the BOQ for completing the works in all respects unless provided separately in the B.O.Q.

12.0. UNFORESEEN PHYSICAL OBSTRUCTIONS OR CONDITIONS: During the period of the contract, if the contractor encounters physical obstructions or physical conditions other than climatic conditions which obstructions or conditions in his opinion not foreseeable by an experienced Entrepreneur, the contractor shall give notice to the HDA. The HDA in such cases may consider such measures as to extend the period of contract without any financial repercussions on either side save and except whatever has been specifically provided for in the contract. The decision of HDA shall be final and binding in such cases.

13.0. PROGRAMME TO BE SUBMITTED: A contractor shall, within 7 days from the date of issue of Engineer's notice to commence work, submit to the engineer for his consent a programme for the execution of the works. The contractor shall also provide in writing, a general description of the arrangements and methods it proposes to adopt for timely execution of the works along with the program of execution.

14.0. SAFETY, SECURITY AND PROTECTION OF ENVIRONMENT: The contractor shall throughout the period of contract have full regard for safety of all persons entitled to be upon the site in an orderly state appropriate to the avoidance of danger to such persons specially from moving traffic.

14.1. The contractor shall provide all necessary safety equipment such as reflective vests, helmets to the persons.

14.2. The Contractor shall provide and maintain adequate lights, guards, warning signs when and where ever required.

14.3. The Contractor shall throughout the process of execution and remedying any defects thereafter during the Defect Liability Period take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. Among various steps, interlaid, the following arrangement should be taken by the Contractor during execution of works:

14.3.1. The construction area should be barricaded, in addition to usual barricading for safety of pedestrians and vehicles, by providing cover of polythene or hessian sheets to mitigate movement of dust outside the project area.

14.3.2. The wheels of all vehicles including those of machineries and equipments should be cleaned with water before leaving the project site so that no dust particles spread from those vehicles. All construction materials like sand, cement, stone chips, bricks etc. should be properly stored and provided with covers. Every day after the end of work activities the project site should be made clean and kept free from dust. The Contractor shall take all steps to comply with the Central and West Bengal State Environmental Protection Acts and Rules there under. Costs for taking all such measures to prevent pollution are to be considered in their rates while offering the bids. No separate payment will make in this regard.

15.0. DAMAGE TO PROPERTY AND PERSONS: The Contractor shall, except if and so far as the Contract

provides otherwise indemnify and keep indemnified the HDA against all losses and claims in respect of

- a) Death of or injury to any person
- b) Loss of or damage to any property

Which may arise out of or in consequence of the work and against all claims proceedings, damages, costs and expenses whatsoever in respect thereof or in connection therewith.

16.0. Damage and Injury:

16.1. Limitation of liability for damage and injury:

The Contractor shall take every practicable precaution not to damage or injure any adjoining or other properties or any persons. He shall (except if and so far as the contract provides otherwise) indemnify and keep indemnified the Owner against all claims for injuries or damage to any persons or any such property whatsoever (including surface or other damage to land being or crops being on the Site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

16.2. Public Liability and Property Damage:

Upon the execution of the Contract the Contractor (but without limiting his obligations and responsibilities stated hereof) shall be liable for any damage for execution of the Works or Temporary Works or in the carrying out of the Contract otherwise than due to the matters referred to in the provision of Sub Clause 20.1 hereof.

16.3. Contractor shall indemnify Owner against Workmen's compensation: The Owner shall not be 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 person or material or physical damage to any property whatsoever save and except an accident or injury resulting from any act or default of the Owner, his agents or servant and the Contractor shall indemnify and keep indemnified the Owner against all such claims and compensation (Save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

17.0. NOTICE AND PAYMENT OF FEES: The Contractor shall give all notices and pay all fees required to be given or paid by any act of Parliament or any regulation or bye-law of any local or other statutory authority in relation to the execution of the Works or of any temporary Works and by the rules and regulations of all public bodies and companies whose property or rights are or may be affected in any way by the Works or any Temporary works. The Contractor shall conform in all respect with the provision of any general or local Act of Parliament and the regulations or bye law of any local or other statutory authority which may be applicable to the Works or to any Temporary Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the owner indemnified against all penalties and liabilities of every kind for breach if any such Act, regulation or byelaw. Required rent/levies/duties/tax/surcharge/royalties as per rule/law of the land in connection to the work are to be borne by the contractor wherever necessary.

18.0. COMPLIANCE WITH STATUTES OR REGULATIONS: The Contractor shall comply with all Central or State Statutes, Rules or other Regulations in all respects;

19.0. PATENT RIGHTS: The Contractor shall save harmless and indemnify the HDA from and against all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name or other protected rights in respect of Contractor's equipment material or plants used by Contractor in connection of the work.

20.0. CONTRACTOR'S EMPLOYEES:

20.1. The HDA shall be at liberty to require the contractor to remove from the construction works such person who in the opinion of the HDA misconducts himself or is incompetent or negligent in the proper performance of his duties or whose presence at the site is considered undesirable.

20.2. Contractor's Site Staff: The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Engineer may consider necessary. The Contractor or a competent and Xerox sized agent or representative approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same. Such Xerox sized agent or representative shall receive on behalf of the Contractor, directions and instructions from the Engineer or the Engineer's Representative.

20.3. CONTRACTOR'S LABOUR:

20.3.1. Wages and Conditions of labour: As per existing central and state government acts, rules and regulations. The contractor shall also follow the latest circular of Labour Commissioner, Government of West Bengal for payment of wages of skilled, highly skilled, semi skilled and unskilled labour.

20.3.2. Labour License: The Contractor will have to obtain Labour License from the appropriate authority as per prevalent labour laws/regulations and to identify the owner (HDA) as Principal Employer against any financial or other obligations arising out of laborers/ workers, employed by the contractor. On obtaining such certificate at the appropriate time, the contractor will have to submit an attested Xerox copy of the same to the Engineer in Charge of the work.

20.3.3. Contractor to furnish return of labour employed: The contractor shall if required by the Engineer deliver to the Engineer or to his representative a return in such form and at such intervals as the Engineer may prescribe showing in detail the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information in respect of Constructional Plant as the Engineer may require.

20.3.4. Other obligations of the contractor towards labour:

- a) The Contractor shall make his own arrangements for engagement of all labour, local or otherwise, and save in so far as the Contract otherwise provides, the transport, housing, feeding and payment thereof.
- b) The Contractor shall so far as is reasonably practicable, having regard to the conditions, provide on the site, to the satisfaction of the Engineer's Representative adequate supply of drinking and other water for the use of the Contractor's staff and work people.
- c) The Contractor shall not, otherwise that in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation sale, gift barter or disposal by his sub-contractors, agents or employees.
- d) The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
- e) The Contractor shall in all dealings with labour in his employment have a due regard to all recognized festivals, days or rest and religious or other customs,
- f) In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with the overcoming the same.
- g) The Contractor shall at all times take all reasonable precautions to prevent and unlawful riotous or disorderly contract by or amongst his employees and for the preservation of peace and protection of persons

and property in the neighborhood of the Works against the same.

h) The Contractor shall be responsible for observance by his labors of the foregoing provision.

20.3.5. Compensation against idle time: No claim will be entertained against idle time for reason whatsoever.

21.0. CONTRACTOR TO KEEP ROAD LANES CLEAR: During the construction work the Contractor shall keep the other traffic lanes and adjoining area from all unnecessary obstruction and shall see that the traffic flow is smooth and is not affected and the obstructions do not become a cause of accident or complaint from public.

22.0. CONTRACTOR TO KEEP SITE CLEAR: During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required at the earliest. If the contractor fails to remove such materials despite request from the Engineer, the same may be arranged to be removed by the Engineer and cost thereof will be recovered from the dues of the contractor.

23.0. CLEARANCE OF SITE AFTER COMPLETION: Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period subject to approval of the Engineer. If the contractor fails to effect the above requirement, HDA may take steps to effect the same and cost involved will be recovered from any dues of the contractor.

24.0. CONTRACT PERIOD:

24.1. Time for completion: 70 (seventy) days from the date of issue of Letter of Acceptance/Work Order.

24.2. Extension of time

No extension of time will be given by the authority, however, authority may consider only on reasons of delay due to events beyond control of the contractor. The Decision of the authority in this respect shall be full and final and contractor shall be bound by such decision.

Extension of time may be granted in the event of:

24.2.1. The amount or nature of extra or additional work,

24.2.2. Any cause of delay referred to in these Conditions.

24.2.3. Any delay, impediment or prevention by the Employer, or

24.2.4. Other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible.

Being such as fairly to entitle the Contractor to an extension of the time for completion of the works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of such extension without any price variation and shall notify the Contractor accordingly in writing, with a copy to the Employer.

No escalation of the cost or variation from the contract value shall be accepted by the authority.

25.0. QUALITY OF MATERIALS AND WORKMANSHIP AND COST OF TEST: All materials and workmanship shall be of respective kinds described in the contract and in accordance with the Engineers instructions. The Contractor shall provide all assistance, labour, electricity, fuels, stores, apparatus and instruments as required for testing of any materials and works. Contractor shall supply sample of materials before using the same in the work. All samples shall be supplied by the contractor at his own cost and the cost of making any test as required under the contract and / or directed by the Engineer shall be borne by the Contractor. For tests, testing laboratories as suggested by the Engineer shall be used. All mandatory and applicable test for supply, installation, testing and commissioning of material, equipment or machinery shall be carried out by the agency during the execution. The material shall be supplied with applicable type test and routine test certificate to site before installation.

All the applicable routine test, type test and other test reports shall also be submitted along with the bill prayer. The engineers of HDA shall notify the entire applicable test to be conducted by the agency during the execution of work

26.0. INDEPENDENT INSPECTION: The Engineer may delegate inspection and testing of materials or works to any Independent Inspector who shall be considered as an assistant to the Engineer in accordance with Clause 3.0. if required.

27.0. COMMENCEMENT OF WORKS

27.1. The Contractor shall commence the works within 7 (ten) days from the date of issue of Letter of Acceptance/Work Order.

27.2. Temporary Way-leaves: The Contractor shall bear all expenses and charges for special temporary way leaves required by him in connection with access to the Site. A general network of road broadly covering the entire site shall be provided by Owner. Additional access roads, if required, shall be provided by the Contractor. The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the Purposes of the Works.

27.3. Night and Holiday work: Subject to any provision to the contrary contained in the contract, none of the permanent work excluding excavation, carriage and dumping of earth shall, save as hereinafter provided be carried on during the night or on Sunday or other holidays without the permission in writing of the Engineer save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Work, in which case the contractor, shall immediately advise the Engineer or Engineer's Representative. Provided always that the provisions of this sub-clause shall not be applicable in the case of any work which it is customary to carry out the rotation of double shifts. The whole of the materials, plant and labour to be provided by the contractor in night and holiday work under the Sub-Clause and the mode, manner and speed of execution and maintenance of the Works are to be of a kind and conducted in manner approved by the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer, is too slow to ensure the completion of the Work by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the engineer approved to expedite progress so as to complete the Work by the prescribed time or extended time for completion. If the Work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day on Sunday and other holidays then, if the Engineer shall grant such permission the Contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the work, the time for completion of the Works shall be extended by the Engineer by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Owner from and against and liability for damages on account of noise or other disturbance created while carrying out the work

and from the against all claims, demands, proceedings, damages, costs charges and expenses whatsoever in regard or in relation to such liability.

28.0. SETTING-OUT

28.1. The Contractor shall be responsible for:

- (a) The accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing.
- (b) The correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
- (c) The provisions of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

28.2. If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

28.3. The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.

29.0. BOREHOLES AND EXPLORATORY EXCAVATION: The contractor shall at his own cost shall make boreholes / exploratory excavation and carry out boreholes / exploratory excavation @ one borehole / one exploratory excavation for every 150-meter length of road, the depth of which will be fixed as per instruction of the Engineer. In special site conditions, additional boreholes / exploratory excavation may have to be executed which will be done by the contractor at his own cost. The Contractor will ascertain locations and details of underground utilities and present all such details in drawings to the Engineer.

30.0. OPPORTUNITIES FOR OTHER CONTRACTORS

31.0. The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to:

- (a) any other contractors employed by the Employer and their workmen,
- (b) the workmen of the Employer, and
- (c) The workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

32.0. SUPPLEMENTARY WORKS AND FIXATION OF RATES: The Engineer shall have power to make any alteration in, omissions from, additions to or substitutions for, the original specifications, drawings, design and instruction, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same condition in all respects on which they agreed to do the main work and at the same rates, if any, may be specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of P.W. D. and if the rates are not available in the said schedule, Schedule of Public

Works Department, applicable in the area of work which was in force on the date of issuing Engineer's notice to commence work minus / plus / at per the contractual percentage as applicable in the contract. Rates which are not available in any of the P.W. D. schedule of rates, analysis of rate for the item has to be worked out from current market rate of materials and labour. In support of market rates at least three quotations from bonafide concerns have to be furnished. In the event of disagreement by the Contractor the rate fixed by the Engineer shall be final and binding.

33.0. MEASUREMENT

33.1. The quantities set out in the bill of quantities are the estimated quantities for the work and there not to be taken as the actual and correct quantities of the works to be executed by the Contractor to fulfill his obligation under the contract.

33.2. The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of work in accordance with the contract. For the purpose, the Contractor shall send request for inspection to the Engineer or his delegated representatives to inspect and take measurements of works completed. The request for inspection should be sent well in advance in consultation with the Engineer. Before covering any item of work the contractor shall be responsible to get the measurements of the items to be covered to be jointly measured and recorded for subsequent incorporation in the bills for payment. For the purpose of measuring such permanent works as are to be measured by records and drawings the contractor shall prepare records and drawings jointly with the Engineers or his delegated representatives as the work proceeds and shall be signed jointly by both of them for incorporation payment bills.

34.0. ARBITRATION: As per the Arbitration & Conciliation Act 1996.

35.0. DESIGN, DRAWINGS AND AS BUILT DRAWINGS

35.1. If required by HDA, the Contractor shall at his own cost design, prepare drawings both for permanent and temporary works, as also shop and working drawings based on specifications in the contract or otherwise site conditions or as directed by the Engineer and shall submit drawings and calculation to the Engineer for examining suitability and adequacy of the design and for approval. All drawings and calculations shall be submitted in triplicate to the Engineer at least seven days in advance of actual constructional requirement. The Engineer will check and return one copy of the same for contractor's use with amendments, if any, noted therein. Such approval by the Engineer shall not relieve the contractor of any responsibility under the contract. The contractor shall supply to the Engineer three copies of all drawings, specifications, calculations and other documents along with soft copies of drawings. One copy of the drawings will be returned to the contractor duly approved.

35.2. Any deviation from working drawings and engineering drawings that may be required by the exigencies of construction, or otherwise, will in all cases be determined and authorized by the Engineer in writing.

35.3. One set of Contract document including all approved drawings furnished to the Contractor as aforesaid shall be kept by the Contractor at site and same shall be at all reasonable times be available for inspection by the Employer and / or the Engineer and by any other person authorized by the Engineer in writing.

36.0. INSPECTION OF OPERATIONS: The Engineer, and any person authorized by him, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

37.0. ALTERATIONS ADDITIONS AND OMISSIONS

37.1. Power to order variation: The Engineer shall make any variation of the form, quality or quantity of the Work or any part thereof that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable, he shall have the power to order the Contractor to do and the Contractor shall do any of the following: -

- a) Increase or decrease the quantity of any work included in the Contract.
- b) Omit any such work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels lines, position and dimensions of any part of the Works and
- e) Execute additional work of any kind necessary for the completion of the works. And no such variation shall in any way vitiate or invalidate the Contract, but the value if any of all such variations shall be taken into account in ascertaining the amount of the Contract Price and time of completion.

37.2. Variation to be carried out on written order: No such variation shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of their quantities exceeding or being less than those stated in the Bill of Quantities. Provided, also that if for any reason the Engineer shall consider it desirable to give any such order verbally the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer and such confirmation shall not be contradicted in writing by the Engineer within 14 days of receipt thereof, it shall be deemed to be an order in writing by the Engineer.

37.3. Adjustment to Contract Price: The Engineer shall determine the amount (if any) to be added to or deducted from the contract Price in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the contract if in the opinion of the Engineer, the same shall be applicable, If the Contract shall not contain any rates applicable to the extra or additional work, the rate may then be analyzed as per data book of MORT&H/State PWD/PWD Roads/PWD Electrical/WBSEDCL Schedule of Rates applicable to the area of the time of tendering with a plus or minus variation to be quoted in the Tender When PWD/PWD Roads rate is not available then the Extra rate shall be arrived at by actual cost of labour and materials plus 10% [ten percent] Contractor's profit and overhead and authorities decision in this respect shall be final.

37.4. Contractor to furnish receipts & vouchers: The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Engineer quotations for the same for the approval.

37.5. Contractor to maintain & furnish list of all workmen employed on day-work basis and materials consumed: In respect of all work executed on a day work basis, the Contractor shall during the continuance of such work deliver each day to the Engineer, an exact list in duplicate of the names, occupations and durations of all workmen employed on such work and a statement also in duplicate showing the description and quantity of all materials and plant used thereon or therefore. One copy of each list and statement will if correct in when agreed be signed by the engineer and returned to the contractor. At the end of each month the Contractor shall deliver to the Engineer periodical statement of the labour, materials and plant (except as aforesaid used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered.

38.0. REMOVAL OF IMPROPER WORK, MATERIALS OR PLANT: The Engineer shall have authority to issue instructions from time to time, for: -

- (a) Total removal from the Site, within such time or times as may be specified in the instructions, of any materials or Plant which, in the opinion of the Engineer, are not in accordance with the Contract,
- (b) The substitution of proper and suitable materials or Plant, and
- (c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment thereof, of any work which, in respect of

(i) Materials, plant or workmanship, or

(ii) Design by the Contractor or for which he is responsible, is not, in the opinion of the Engineer, in accordance with the Contract.

39.0. DEFAULT OF CONTRACTOR IN COMPLIANCE: In case of default on the part of the Contractor in carrying out such instructions within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and with intimation to the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

40.0. TAKING OVER CERTIFICATE: When the whole of the Works have been completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works.

The Engineer shall, refer the issue to the Employer's representative with a copy to the Contractor, seeking approval for issue of 'Taking Over Certificate', stating the date on which, in his opinion, the works were substantially completed in accordance with the contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. On receipt of approval from the Employer's representative, Engineer will issue such 'Taking over Certificate'. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the works so specified and remedying any defects so notified.

41.0. DEFECTS LIABILITY: The defect liability period shall mean the period **as given in NIT** calculated from the date of completion of works certified by the engineer.

42.0. DEFECT LIABILITY CERTIFICATE: The contract shall not be considered as completed until a defect liability certificate shall have been signed by the engineer and delivered to the Employer's Representative with a copy to the contractor, stating the date on which the contractor shall have completed his obligations to execute and complete the works and remedy any defects therein to the engineer satisfaction as per terms of the NIT.

43.0. HDA'S RISK: The HDA's risks are

- a) War, Hostilities, Invasion, act of foreign enemies
- b) Rebellion, revolution, insurrection, or military or usurped, civil war.
- c) Ionizing radiation or contamination by radioactivity from any nuclear fuel. Or from any nuclear waste from combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- d) Riot, Commotion & severe Disorder.
- e) Any other operation of the forces of nature against which an experienced Contractor could not reasonably have been expected to take precaution.

44.0. BRIBES AND COMMISSION : Any bribes, commission, gift or advantages given, promise of bridge by or on behalf of the Contractor/s or servants or any one on their behalf to any officer, employee, representative or Contractor of the HDA or any person on his or their behalf of showing favour of disfavor to any person in

relation to the contract, in any manner whatsoever will entitle the HDA to cancel his contract and also to claim form Contractor's payment, any loss or damage resulting from such cancellation.

45.0. TERMINATION:

45.1. If the Contractor is deemed by Law unable to pay his debts as they fall due or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or becomes insolvent or makes an arrangement with, or assignment in favour of his creditors, or agrees to carry out the contract under a committee of inspection of his creditors or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets or if under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation of if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing events. The contract shall forthwith stand terminated. Further if the Engineer certifies to the Employer, with a copy to the Contractor that in his opinion, the Contractor:

- a) Has repudiated the contract
- b) Has failed to comply with the instructions issued by HDA or its authorized officer or has failed to commence the work within 7 days after receiving the Letter of Acceptance/Work Order.
- c) Despite previous warning is otherwise persistently or flagrantly neglecting to comply with any of the obligations under the contract.
- d) Committed any breach of any of the terms of contract, or
- e) Has given false or untrue information regarding eligibility to bid, as revealed at the selection process is over or even earlier or
- f) Non courteous, rude behavior with the public
- g) Breach of any of the terms and conditions of the contract for any reason whatsoever then the Employer may after giving 10 days notice to the Contractor, enter upon the site and works and terminate the Employment of the Contractor without thereby releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and authorities conferred on the Employer or the Engineer by the contract, and may himself complete the works or may employ any other contractor to complete the works.

45.2. If the Contractor/s being a natural person/s die/dies or being a natural person or a partnership firm is adjudged insolvent or commit any criminal activity or act of moral turpitude or detained under any preventive law i.e., TADA, FERA, etc or if the Contractor/s or servants of the Contractor/s are convicted of any offence under the State of West Bengal Prohibition Act. West Bengal Opium Smoking Act and/or the Narcotic Drugs and Psychotropic Substances Act, or fails to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the contract shall, forthwith, stand terminated.

46.0. PAYMENT UPON TERMINATION: Upon termination of the contract Under **Clause 45.1 or 45.2**, HDA's Engineer will arrange joint measurement or in absence of the contractor ex-party measurement of the works already executed which are considered acceptable but not paid within a reasonable time. The contractor will be entitled to receive payment for the unpaid works as stated above. If any penalty or recovery has to be made, that shall be adjusted. Retention should otherwise be refunded to the contractor as per terms of contract.

47.0. DISPUTES AND RESOLUTION ARISING OUT OF INTERPRETATION OF CONTRACT CONDITIONS: In case of Disputes or differences of opinion arising out of interpretation of contract conditions the decision of the Chief Executive Officer, HDA shall be final and binding on the Contractor. The contractor shall be given reasonable opportunity to represent his case before the Chief Executive

Officer.

48.0. SUBSEQUENT LEGISLATION: If, after the date 21 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree, or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, law, regulation or bye-law which causes additional or reduced cost to the Contractor, in the execution of the Contract, the Contractor will bear the cost of or benefit from such additional or reduced cost.

49.0. JOINT AND SEVERAL LIABILITIES: If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one of such persons to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

50.0. DETAILS TO BE CONFIDENTIAL: The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer, If any dispute arises as to the necessity of such publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final.

51.0. CERTIFICATE AND PAYMENT

51.1. Submission of Bills: The Contractor shall submit to the Engineer, at the time of billing, a statement showing the estimated value of the permanent work executed up-to-date (if such value shall justify the issue of an interim certificate) based on the priced Bill of Quantities and the Contractor will be paid as specified in the contract on the certificate of the Engineer the amount due to him on account of the permanent work executed up to date, subject to a retention of the percentage mentioned in the Contract until the amount claimed shall reach the limit of "Security Money" named in the Contract (herein after called "Security Money") the bill should be accompanied with relevant documents.

All the applicable routine test, type test and other test certificate regarding the work shall also be submitted along with the bill prayer. The engineers of HDA shall notify the entire applicable test to be conducted by the agency during the execution of work.

51.2. Initial Security Money, Retention Money/Security Money: The earnest money already deposited by the successful tendered through e- Bank, RTGS etc will constitute a part of initial Security Money. The balance retention money/security money (Total minus initial) is to be deducted from contractor's running account bills. Total security Money will be refunded as prescribed in the NIT.

51.3. Refund of Retention Money / Security Money:

- a) The legitimacy of refund of retention money/security money will arise when the contractor completes the work in all respect. In normal circumstances, the date of completion of the work will be the date of last date of record measurement of the work.
- b) The retention money/security money held up against the work will be refunded to the contractor on getting completion certificate from the Engineer. The schedule of payment of security money will be as per the scheduled mentioned in the NIT.

51.4. Payment of Bills: Payment, upon each of the Engineer's certificate shall be made by the Owner within the number of days named in the Contract, after such certificate has been delivered to the Owner.

51.5. Engineer may withhold Certificate of Payment: The Engineer may, by any certificate, make any correction or

modification in any previous certificate, which shall have been issued by him and shall have power to withhold any certificate, if the Works of any part thereof are not being carried out to his satisfaction.

- 51.6.** Certificates of Payment shall not constitute Approval of Work: No certificate other than the Maintenance Certificate as referred to here shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the power of the Engineer.
- 51.7.** Issue of Maintenance Certificate: The contract shall not be considered as completed until a Maintenance Certificate shall have been signed by Engineer and delivered to the Owner stating that the Works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the Period of Maintenance, or as soon thereafter as any works ordered during such period, shall have been completed to the satisfaction of the Engineer and full effect shall be given to this sub-clause, notwithstanding any previous entry on the work or the taking possession, working or using thereof of any part thereof by the Owner Provided always that the issue of the Maintenance Certificate shall not be a condition precedent to payment to the contractor of the second half of the Security Money in accordance with the Sub-Clause 56.02 & 56.03 stated hereof.
- 51.8.** Registration and collection of Cess under the Building and Other Construction Workers' (RECS) Act, 1996 and the Building & Others Construction Workers' Welfare Cess Act, 1996.

Intending Tenderer will have to produce Registration Certificate as required under the Building and Other Construction Workers' (RECS) Act, 1996 and the Buildings & Others Construction Workers' Welfare Cess Act, 1996 and the Rules made there under. Statutory deduction towards cess @ 1% of the cost of construction will be made from the bill of the construction in addition to I.T., G.S.T. etc.

52.0. REMEDIES AND POWER

- 52.1.** Urgent repair work: If, by reason of any accident, or failure or other event occurring to or in connection with the Works, or any part thereof, either during the execution of Works, or during the period of Maintenance any remedial or other work or repair shall, in the opinion of the Engineer, be urgently necessary for security and the Contractor is unable or unwilling at once to do such work of repair the Owner may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the Owner is work which, in the opinion of the Engineer, the Contractor was liable to do at his own expenses under the Contract all costs and charges properly incurred by the Owner in so doing shall on demand, be paid by the Contractor to the Owner or may be deducted by the Owner from any money due or which may become due to the contractor. Provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.
- 52.2. Foreclosure of Contract:** Foreclosure of contract in full or in part due to abandonment or Reduction in Scope of Work.

SPECIAL TERMS AND CONDITIONS

1. **GENERAL:** Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned either in

Public Works Department Schedule of Rates for Electrical Works in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concerned Circle at the time of submission of tender, or in

2. **DEFINITION OF ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK:** The word “Engineer-in-Charge” means the concerned Engineer assigned by the Chief Executive Officer. The word “Department” appearing anywhere in the tender documents means HDA, who have jurisdiction, administrative or executive, over part or whole of the works forming the subject matter of the tender or contract. The word “approved” appearing anywhere in the documents means approved by the Engineer-in-Charge. In case, the work is transferred to any other Engineer under whom the work will be executed should be treated as the Engineer-in-Charge. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per terms and conditions.

3. **TRANSPORTATION ARRANGEMENT:** The contractor shall arrange for all means of transport required for carriage and supply of materials after necessary inspection at manufacturer workshop by the authorized representative of HDA the arrangement of such inspection shall have to be made by the contractor. The contractor must consider this aspect while quoting rate.

4. **INCIDENTAL AND OTHER CHARGES:** The cost of all materials, hire charges to tools and plants, labour, Corporation / Municipal fees for water supply, royalty for materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, toll charges, loading and unloading charges, handling chargers, overhead charges and other charges like G.S.T (Central and/or State), Income Tax, Octroi Duty / Terminal Tax, Turnover Tax, etc. will be deemed to have been covered by the rates quoted by the contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect up to the entire satisfaction of the Engineer-in-Charge of the work. No extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

5. **AUTHORIZED REPRESENTATIVE OF CONTRACTOR:** The contractor shall not assign the agreement or sublet any portion of the work. The contractor may however, appoint an authorized representative in respect of one or more of the following purpose only.

- a) General day to day management of work.
- b) To give requisition for departmental materials, Tools & Plants, etc. and to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

The selection of the authorized representative shall be subject to the prior approval of the Engineer-in-Charge concerned and the contractor shall in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative whom he wants to appoint and the specific purposes as specified here-in-above, for which the representative will be authorized. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall not be bound to assign any reason for his revised directions. Any

notice, correspondences, etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor

- 6. POWER OF ATTORNEY:** The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department shall not be bound to take cognizance of such power of attorney.
- 7. EXTENSION OF TIME:** For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants, etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor.
- 8. CONTRACTOR'S GO-DOWN:** The contractor must provide suitable go-downs for cement and other materials at the site of work. The cement go-down is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised floor is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-in-Charge. No separate payment will be made for these go-downs or for the store yard. Cement, which is found at the time of use to have been damaged, shall be rejected and must immediately be removed from the site by the contractor as per direction of the Engineer-in-Charge.
- 9. USE OF GOVERNMENT LAND:** Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-Charge will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority. The contractor shall make his own arrangements for storage of tools, plant, equipments, materials, etc. of adequate capacity and shall clear and remove on completion of work, the shed, huts, etc. which he might have erected in Government land. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.
- 10. SITE REGISTER:** The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Site Register to the Engineer Concerned, who is authorized to receive and keep in custody the Site Register on behalf of the Engineer-in-Charge. The Site Register shall be kept at the site of work under the custody of Engineer or his authorized representative. The Site Register shall have machine numbered pages. Directions or instruction from Departmental officers to be issued to the Contractor will be entered in the Site Register (except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries made in the Site Register and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. Cases of supplementary items or any claims may not be entertained unless supported by entries in the site register or any written order from the Tender Accepting Authority.

The first page of the Work Order Book shall contain the following particulars:

- i) Name of the Work.
- ii) Reference to contract number.
- iii) Contractual rate in percentage.
- iv) Date of opening of the Site Register.
- v) Name and address of the Contractor.
- vi) Signature of the Contractor.
- vii) Name & address of the Authorized representative (*if any*).

viii) Signature of the authorized representative duly attested by the Contractor.

ix) Signature of the Engineer concerned.

11. CLEARING OF MATERIALS: Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structure or obstruction including pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-in-Charge. No separate payment shall be made for all these works; the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

12. SUNDRY MATERIALS: The contractor must erect temporary pillars, master pillars, etc. as may be required in suitable places as directed by the Engineer-in-Charge at his own cost before starting and during the work by which the departmental staff will check levels, layout of different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like, pegs, strings, nails, flakes, instruments, etc. and also skilled labour required for setting out the levels, laying out different structures, etc. shall also be supplied by the contractor as per direction of Engineer-in-Charge at his own cost.

13. SUPPLEMENTARY / ADDITIONAL ITEMS OF WORKS: Notwithstanding the provisions made in the related printed tender form, any item of work which can legitimately be considered as not stipulated in the specific price schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor, if so directed by the Engineer-in-Charge and the rates will be fixed in the manner as stated below: -

- i) Rate of Supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
- ii) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D. and P.W. D (Electricals) Department schedule of rates of probable items of work as will be in force at the time of N.I.T.
- iii) If the rates of the supplementary items cannot be computed even after application of clauses stated above, the same shall be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work.
- iv) It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

14. COVERED UP WORKS: When one item of work is to be covered up by another item of work the latter item shall not be done before the former item has been measured up and has been inspected by the Engineer-in-Charge or the Assistant Engineer, as the authorized representatives of the Engineer-in-Charge and order given by him for proceeding with the latter item of work. If this is not possible for practical reasons, Engineer concerned, if so authorized by the Assistant Engineer, may do this inspection in respect of minor works and issue order regarding the latter item.

15. APPROVAL OF SAMPLE: Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-Charge and checking the quality of such materials shall have to be done by the concerned Department or as directed by Engineer-in-Charge prior to utilization in the work.

- 16. WATER AND ENERGY:** The contractor shall have to arrange at his own cost the energy required for operation of equipments and machineries, pumping set, illuminating work site, office, etc. that may be necessary in different stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.
- 17. AMENITIES FOR CONTRACTORS:** All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for staff & crews, medical aids, etc. are to be arranged by the contractor at his own cost. The cost of transport of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.
- 18. DRAWINGS:** All works shall be carried out in conformity with the drawings supplied by the Department. The Contractor shall have to carry out all the works according to the departmental General Arrangement Drawing and Detail Working Drawings to be supplied by the Department from time to time.
- 19. SERVICEABLE MATERIALS:** The responsibility for stacking the serviceable materials (as per decision of the Engineer-in-Charge) obtained during dismantling of existing structures and handing over the same to the Engineer-in-Charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-Charge.
- 20. UNSERVICEABLE MATERIALS:** The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dress up and clear the work site after completion of work as per direction of the Engineer-in-Charge. No extra payment will be made on this account.
- 21. CONTRACTOR'S RISK FOR LOSS OR DAMAGE:** All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.
- 22. IDLE LABOUR & ADDITIONAL COST:** Whatever may be the reason for claim on idle labour, enhancement of labour rate, additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight, etc. will not be entertained under any circumstances.
- 23. CHARGES AND FEES PAYABLE BY CONTRACTOR:**
- i) The contractor shall receive all notices and pay all fees required to be given or payable to by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the Department free against all penalties and liabilities of every kind for breach of such statute regulation or law.
 - ii) The Contractor shall indemnify the department from and against all claims, demands, suit and proceedings for or on account of infringement of any patent rights, design, trade mark of name or other protected right in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.
- 24. ISSUE OF DEPARTMENTAL TOOLS AND PLANTS:** All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost; all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.
- i) Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of

Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

25. COMPLIANCE OF DIFFERENT ACTS: The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge of the work may at his discretion, take necessary measure over the contract.

- i) The Contractor shall also make himself liable for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970.
- ii) The contractor shall be bound to furnish the Engineer-in-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures over the contract.

26. SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT:

- i) The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:
- ii) Have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),
- iii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,
- iv) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,
- v) Ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

27. COMMENCEMENT OF WORK: The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

28. PROGRAMME OF WORK: Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-in-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-in-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme. The relevant conditions laid in the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with.

29. SETTING OUT OF THE WORK: The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work. If

any rectification or adjustment becomes necessary, the contractor shall have to do the same at his own cost according to the direction of the Engineer-in-Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor of his responsibility for correctness and rectification thereof.

- 30. PRECAUTIONS DURING WORKS:** The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the contractor.
- 31. TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP:** All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per specification for Electrical Works (Latest Revision) and relevant IS codes and the Engineer-in-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge if required. The cost of all such tests shall be borne by the agency.
- 32. TIMELY COMPLETION OF WORK:** All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.
- 33. PROCUREMENT OF MATERIALS:** All materials required to complete the execution of the work shall be supplied by the contractor after procurement from authorized and approved source.
- 34. REJECTION OF MATERIALS:** All materials brought to the site must be approved by the Engineer-in-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-in-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to any claim for any loss or damage on that account.
- 35. IMPLIED ELEMENTS OF WORK IN ITEMS:** Except such items as are included in the Specific Priced Schedule of probable items and approximate quantities, no separate charges shall be paid for shuttering, curing etc. and the rates of respective items of works are to be deemed as inclusive of the same.
- 36. ISSUE OF DEPARTMENTAL MATERIALS:** Departmental materials will not be issued under any circumstances.
- 37. FORCE CLOSURE:** In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred thereof by him but not for any losses.

38. TENDER RATE: The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender clause. **No conditional rate will be allowed in any case.**

39. DELAY DUE TO MODIFICATION OF DRAWING AND DESIGN: The contractor shall not be entitled for any compensation to any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.

40. ADDITIONAL CONDITIONS: A few additional conditions under special terms and conditions:

- i) Rate quoted shall be inclusive of clearing site as per direction of the Engineer-in-Charge.
- ii) Rate quoted shall be inclusive of all applicable Taxes like West Bengal Sales Tax, G.S.T, and CESS as applicable. Octroy if any, toll ferry charges, Local charges, Royalties turnover taxes and all other duties, as applicable. All other charges like loading unloading charges, freight etc as would be required for completion of the work shall also be considered in rates quoted. No claim whatsoever in this account will be entertained.
- iii) The Contractor is to display caution board at his own cost as per direction of Engineer-in-Charge.
- iv) Deep excavation of trenches and left out for days shall be avoided.
- v) Labour welfare CESS will be deducted @ 1% (one percent) of gross bill value as per rule.
- vi) The whole work will have to be executed as per departmental drawings available in this connection at the tender rate.
- vii) Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
- viii) **ROYALTY:** The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, etc. to the Engineer-in-Charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorized quarry holder or commercial establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Engineer-in-Charge failing which necessary deduction from the dues of the contractor may be made as fixed by the Engineer-in-Charge.
- ix) **NIGHT WORK:** The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons, the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatsoever in this respect will be made to the contractor.