



GLUCONATE HEALTH LIMITED

(A GOVT. OF WEST BENGAL UNDERTAKING)

Under Health & Family Welfare Department, Government of West Bengal
H.O.&R.O.: 2, DurgaCharan Doctor Lane, Kolkata -700 014.

BIDDING DOCUMENTS

FOR

**Upgradation of Plant/Manufacturing Facilities Projectas per
approved project design and drawing**

Tender Ref. No. NIT/PT-21/26-27

Date: 27.08.26

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Under Health & Family Welfare Department, Government of West Bengal
H.O.&R.O.: 2, DurgaCharan Doctor Lane, Kolkata -700 014.

SECTION – 1

NOTICE INVITING e-TENDER (e-NIT)

Tender Ref. No. NIT/PT-21/26-27

Date:27.08.26

SECTION – 1

NOTICE INVITING e-TENDER

From eligible bidders for Up gradation of Plant/Manufacturing Facilities Project as per approved project design and drawing

Issued by:
Gluconate Health Limited
(Government of West Bengal Undertaking)
Regd. Off.: 2, DurgaCharan Doctor Lane, Kolkata – 700 014

Bid Reference No.: NIT/PT-21/26-27

Date: 27.08.26

1. The Ministry of Health and Family Welfare, Government of India, has notified the Revised Schedule M under the Drugs Rules, 1945, on 28th December, 2023, which redefines Good Manufacturing Practices (GMP) standards for pharmaceutical manufacturing. The revised guidelines focus on enhancing product quality, patient safety and global competitiveness by aligning Indian GMPs with international norms (e.g., WHO-CMP, PIC/S). The Ministry has granted an extension for the implementation of Revised Schedule M for small and medium-sized pharmaceutical manufacturers with a turnover of Rs. 250 Crores or less, pushing the deadline to 31st December, 2025.
2. In terms thereof, Gluconate Health Limited (GHL), a Government of West Bengal Undertaking and a drug manufacturer having manufacturing license under the Drugs and Cosmetics Act, 1940 and carrying out manufacturing of drugs at its factory situated at 1, Health Institute Road, Dum Dum Cantonment, Kolkata – 700 065 is in requirement of aligning its manufacturing techniques to align with WHO and international standards as mandated under the Schedule M of the Drugs Rules.
3. GHL therefore has invited bids through 'e-tendering' from eligible and qualified Indian bidders for Up gradation of Plant/Manufacturing Facilities Project consisting of Oral Solid Dept., Beta-lactam Capsule Dept., Oral Liquid Dept., Microbiology and Quality Control Lab, Store with HVAC System and Clean room facility, Reverse Osmosis (RO) and Effluent Treatment Plant (ETP) as per approved project design and drawing at its factory situated at 1, Health Institute Road, Dum Dum Cantonment, Kolkata – 700 065, in order to comply with the Revised Schedule M (Good Manufacturing Practices) ON TURNKEY BASIS in 2-BID SYSTEM as per the Works described item-wise basis in the Bill of Quantities.
4. The scope of the Selected Bidder would be undertaking the Works as described in the Bill of Quantities (BOQ).
5. Pursuant to Good Manufacturing Practices (GMP) for pharmaceutical products as notified in December 2001 through Gazette Notification GSR 894 (E), a factory building was constructed in the year 2007 at GHL's premises, where at present manufacturing operation of tablets and ORS under Oral Solid Dosage (OSD) form and Liquid Dosage are running. The Quality Control Laboratory has also been setup in this premises. Other manufacturing operations has been performed also in the existing setup.
6. The existing facility, though operational under the previous Schedule M, requires substantial modifications and infrastructural improvements to meet the new requirements under the revised framework. These include:
 - (a) Up gradation of building and premises with respect to capacity of production in compliance with the Product Quality System (PQS)

- (b) Up gradation of HVAC systems for better environmental control and particulate and cross contamination management
- (c) Renovation of production and Quality Control (QC) areas for proper zoning, material movement, and personnel flow.
- (d) Installation of qualified utility systems (e.g. purified water systems, compressed air, etc.)
- (e) Modernisation of documentation systems to meet enhanced data integrity and electronic record requirements.

7. The scope of the Selected Bidder would be carrying out the Works as described in the BOQ being the total Works comprising of upgradation of Plant/Manufacturing Facilities Project consisting of Oral Solid Dept., Beta-lactam Capsule Dept., Oral Liquid Dept., Microbiology and QC Lab, Store with HVAC System and Clean room facility, RO and ETP Plant as per approved project design and drawing. The total Works shall in turn comprise of the following categories of Works detailed in the BOQ as follows:

- (a) Demolition Works, as detailed in the BOQ
- (b) General Construction Works, as detailed in the BOQ
- (c) Plumbing Works, as detailed in the BOQ
- (d) Clean Room Works, as detailed in the BOQ
- (e) Supply, Installation, Testing and Commissioning of Laboratory Furniture, as detailed in the BOQ
- (f) Flooring Works, as detailed in the BOQ
- (g) PU Flooring Works, as detailed in the BOQ
- (h) Supply, Installation, Testing and Commissioning of Equipment, as detailed in the BOQ
- (i) HVAC Works, as detailed in the BOQ
- (j) VRV Works, as detailed in the BOQ
- (k) RO Piping Works, as detailed in the BOQ
- (l) PW Pipeline Works, as detailed in the BOQ
- (m) Compressed Air Pipe & Accessories Fitting Works, as detailed in the BOQ
- (n) Low Pressure Steam Works, as detailed in the BOQ
- (o) Electrical Works, as detailed in the BOQ
- (p) Effluent Treatment Plant Works, as detailed in the BOQ

The other relevant details pertaining to the Works are as follows: -

Total Bid Security (Rs. in Lakhs)	Time of Completion (Months)
30	6 months

8. Intending bidders may download the Bidding Documents (as defined in the ITB) from the websites <https://www.tenders.wb.gov.in> and <https://gluconatehealth.co.in> indirectly. Bidding Documents may be downloaded from the website and Technical Bid/Financial Bid (as defined in the ITB) submitted as per the Schedule stated in Sl. 15 of this e-NIT.
9. The documents submitted by the bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid in respect of each bid are to be submitted in technical (statutory & non-statutory folder) and financial folder concurrently and duly digitally signed in the respective folders viz., technical (statutory and non-statutory) folder and financial folder simultaneously on the website <https://tenders.wb.gov.in> in the prescribed manner for the same. Technical Bid/Financial Bid must be submitted within the date and time stated in Sl. 15 of the e-NIT.
10. Appropriate Earnest Money Deposit (EMD)/ Bid Security of an amount as mentioned in Sl. 7 of this e-NIT is to be deposited electronically through the ICICI Bank online payment gateway, through its net-banking enabled bank account, to the designated bank account as mentioned on the website <https://tenders.wb.gov.in>. If the bidder is an entity which is exempt from payment of EMD, the bidder may accordingly indicate its exempted status on the website <https://tenders.wb.gov.in> and submit its bid, only upon uploading the relevant document exempting it from payment of EMD, failing which its bid would be rejected outright.
11. Financial Bids will be considered only if the Technical Bid (both statutory and non-statutory) of a bidder is found qualified by the Tender Evaluation Committee. The decision of the Tender

Evaluation Committee will be final and absolute in this respect. The list of responsive / technically qualified and non-responsive bidders will be uploaded on the website, on the scheduled date and time unless otherwise changed.

12. A bidder shall be a company within the meaning of the Companies Act, 2013 or a partnership firm within the meaning of the Indian Partnership Act, 1932 or a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008. No other categories of entities, viz. proprietorship, trusts, co-operatives, etc. would be allowed to participate in the tender and if found, would be summarily rejected. Similarly, joint bids in a consortium would not be entertained and summarily rejected.
13. Eligibility criteria for participation in the tender
 - (i) The Tender Evaluation Committee will determine the eligibility of each bidder. The bidders shall have to meet the minimum eligibility criteria regarding:
 - (a) Technical Capability
 - (b) Financial Capacity
 - (ii) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the eligibility criteria as mentioned in (a), and (b) above. If any document submitted by a bidder is found at any stage to be manufactured or false or untrue in any material respect, the bid of the bidder will be rejected outright without any prejudice to any right of GHL including to forfeit the EMD/ Bid Security.
 - (iii) The bidders shall have to meet the following eligibility criteria:

Technical Capability
The bidder shall have satisfactorily completed as a contractor: (1) atleast1 (one) Plant/Manufacturing Facilities Project on TURNKEY BASIS comprising a majority of the sub-categories of Works in the tender in a single work order in the last 3 (three) financial years (i.e. 2022-2023, 2023-2024 and 2024-2025), having a minimum project value of ₹ 12,00,00,000/- (Rupees Twelve Crores) of Central Government / State Government / Central Public Sector Undertaking / State Public Sector Undertaking.

Financial Capacity
The bidder shall have a minimum Average Annual Turnover of ₹ 15,00,00,000/- (Rupees Fifteen Crores) in the last 3 (three) financial years (i.e. 2022-2023, 2023-2024 and 2024-2025).
 - (iv) Participation in the form of Joint Venture/ Consortium / Special Purpose Vehicle will not be allowed in the present tender.
 - (v) The bidder should not be presently barred/ blacklisted by any Department, Authority or body corporate under the Government of India or any State Government.
 - (vi) Certificates of group/associate/ subsidiary/ parent/ holding company shall not be considered as a valid certificate of experience of the bidder, unless the same is supported by such documents that the group/ associate/subsidiary/ parent/ holding company and the bidder, have amalgamated/ merged into the same entity.
 - (vii) The projects shall not include any project executed for group/ associate/ subsidiary/ parent/ holding company.

The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned above. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder will be rejected outright any stage without any prejudice.
14. Bids shall remain valid for a period not less than 365 days after the deadline/last date for Financial Bid submission as specified in Sl. 15 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.

15. Important Information Date & Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of Bidding Documents (online)	27.08.26 at 16.00 hrs
2.	Documents download start date (online)	27.08.26 at 16.30 hrs
3.	Date of Pre-Bid Meeting at the factory of GHL	07.09.26 at 14.00 hrs
4.	Bid submission start date (Online)	27.08.26 at 16.45 hrs
5.	Bid submission closing date (Online)	17.09.26 at 15.00 hrs
6.	Opening date for Technical Bid (Online)	19.09.26 at 15.00 hrs
7.	Uploading list of responsive/ non-responsive bidders	Upon completion of evaluation of Technical Bids
8.	Financial Bid opening	Upon completion of evaluation of Technical Bids

16. In the event, any of the specified dates as above being declared a holiday by GHL, or on any account, office of GHL being closed, the event of specified date will be extended to the next working day.
17. All standards, technical specifications and codes of practice referred to shall be the latest editions of Indian Standard Codes including all applicable official amendments. The Selected Bidder shall make available at site all relevant Indian Standard Codes of practice as applicable.
18. Wherever Indian Standards do not cover some particular aspects of design/construction, International Standard Codes covering such aspects shall be applicable. In the absence of both Indian Standard Codes and International Standard Codes on such aspects, prevailing Indian practice in construction industry shall be followed.
19. The existing services and utilities may have to be diverted / relocated with proper liaison and approval of GHL. The services and utilities which cannot be diverted but require support, proper support shall be done so that they are not damaged along with their branches. Precautions to be taken while handling the services and utilities are mentioned as under:
- (i) Services and utilities shall not be damaged at any cost. If due to some or the other reason mishap occurs, it should be rectified immediately by the Selected Bidder at its own cost, under instructions of GHL.
 - (ii) The Selected Bidder shall take care so that the ongoing activities are not disturbed in any manner whatsoever by the activities of the Selected Bidder during the execution of the Works.
- The above instructions are only indicative; other precautions which are specified from time to time by GHL shall be followed by the Selected Bidder at all times.
20. GHL reserves the right to reject any or all applications for participating in bidding process and to accept or reject any or all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any bidder at the stage of bidding.
21. Prospective bidders are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' (ITB) and various conditions in General Conditions of Contract and other Bidding Documents as per ITB 6.1 before tendering the bids.
22. Conditional/ incomplete bids will not be accepted under any circumstances.
23. In case of ascertaining authority of intending bidders at any stage of bidding process or execution of work, necessary registered irrevocable Power of Attorney is to be produced as and when asked for by GHL.

24. During scrutiny, if it comes to notice of GHL that credentials or any record is found incorrect/ manufactured/ fabricated, the bidder would not be allowed to participate in the tender and its application will be rejected outright without any prejudice to the rights of GHL.
25. GHL reserves the right to cancel the bidding process due to unavoidable circumstances without assigning any reason, whatsoever, to the bidders and no claim in this respect will be entertained.
26. Before issuance of Notification of Award, GHL or its authorised representative may verify all credentials and other documents, if found necessary. After verification, if it is found that the documents submitted by the lowest bidder is either manufactured or false, in that case, Notification of Award will not be issued in favour of the said bidder under any circumstances and the Bid Security deposited by the bidder will be forfeited by GHL without assigning any reason thereof.
27. Where an individual holds a digital certificate in his own name duly issued to him in respect of a bidder of which he is a director, such individual person shall, while uploading the bid for and on behalf of such bidder, shall upload a copy of Power of Attorney.
28. The Bid Security of the bidder will be forfeited in the following events: -
 - (a) If a bidder withdraws its bid during the period of bid validity, except as provided in ITB 15.2;
 - (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB3.1;
 - (c) If a bidder is declared disqualified in terms of ITB 4.3;
 - (d) If a bidder is otherwise in breach of the terms of the Bidding Documents, or
 - (e) In case of a Selected Bidder, if it fails or refuses to furnish the Performance Security within the scheduled time period as per ITB 36.1.



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Under Health & Family Welfare Department, Government of West Bengal

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SECTION - 2

INSTRUCTIONS TO BIDDERS (“ITB”)

Tender Ref. No. NIT/PT-21/26-27

Date: 27.08.26

SECTION – 2

INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid
 - 1.1 In connection with the Notice Inviting Tender for Implementation of the Project for Upgradation of Plant/Manufacturing Facilities Project consisting of Oral Solid Dept., Beta-lactam Capsule Dept., Oral Liquid Dept., Microbiology and Q.C Lab, Store with HVAC System and Clean room facility, RO and ETP Plant as per approved project design and drawing at its factory situated at 1, Health Institute Road, Dum Dum Cantonment, Kolkata – 700 065, in order to comply with the Revised Schedule M (Good Manufacturing Practices) ON TURNKEY BASIS in 2-BID SYSTEM (hereinafter referred to as “the Employer”) issues the present Bidding Documents for carrying out the Works as per BOQ. The name, identification and number of contracts of the National Competitive Bidding (“NCB”) are given below. The tender is invited online and submission of tender will also be online as detailed in the e-NIT.
 - 1.2 In this ITB, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:
 - “**Bid Security/EMD**” shall have the meaning ascribed to it in Clause 16 of this ITB;
 - “**Bidding Documents**” shall have the meaning ascribed to it in ITB 6.1;
 - “**Bidding Forms (BDF)**” shall mean the documents specified in Section 4 of the Bidding Documents and shall include any agenda/corrigenda to it;
 - “**Digital Signature Certificate**” shall have the meaning ascribed to it in ITB 2.2;
 - “**Financial Bid**” shall have the meaning ascribed to it in ITB 11.3;
 - “**ITB**” shall mean this Instructions to Bidders document being Section 2 of the Bidding Documents and shall include any agenda/corrigenda to it;
 - “**Notification of Award**” shall have the meaning ascribed to it in ITB 34.1;
 - “**Performance Security**” shall have the meaning ascribed to it in ITB 36.1;
 - “**Scheduled Bank**” shall mean a bank listed in the 2nd Schedule of the Reserve Bank of India Act, 1934 including any amendments or modifications thereto;
 - “**Selected Bidder**” shall mean the successful bidder selected for award of the

contract in terms of ITB 34;

“**Technical Bid**” shall have the meaning ascribed to it in ITB 11.2; and throughout the Bidding Documents:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous;
- (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (d) “day” means calendar day;
- (e) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (f) references to laws of West Bengal, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (g) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (h) headings or sub-headings or table of contents are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of e-NIT, ITB, Employer’s Requirements/ Detailed Project Report, Bidding Forms and General Conditions of Contract;
- (i) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- (j) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (k) any reference to “hour” shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven

thirty) and so on being hours on the half hour of the clock;

(l) any reference to “month” shall mean a reference to a calendar month as per the Gregorian calendar;

(m) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under the e-NIT, ITB, Schedule of Requirements and Bidding Forms is not a working day, then the period shall run until the end of the next working day.

2. General
guidance for
e-tendering

2.1 Registration of bidder

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the State Government e-procurement system at <https://tenders.wb.gov.in>. The bidder is to click on the link for e-tendering as given on the web portal and if required, may contact e-procurement Help Desk at Jala sampad Bhavan, 7th Floor, DVC Cell, Salt Lake, Kolkata, Phone: (033)2334-6098.

Digital Signature Certificate (DSC)

2.2 Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC). Details are available on the website <https://tenders.wb.gov.in>. The DSC is given as a USB e-token.

Bidders can search and download the e-NIT and Bidding Documents electronically once it logs on to the website mentioned in Sl. No. 8 of the e-NIT. This is the only mode of collection of Bidding Documents.

Bidders are also advised to upload relevant documents well in advance under the “My Documents” Tab at <https://tenders.wb.gov.in> so that those can later be selected and attached during bid submission. This is likely to ensure hassle free upload of bid documents.

The speed of upload is dependent on the memory available in the system as well as the network bandwidth used. In case there are space constraints, bidders are advised to scan the documents in 75-100 DPI so that optimal clarity is maintained.

The Employer will not be responsible for any delay or difficulties faced during the submission of bids online by the bidders due to connectivity or other issues.

3. Corrupt Practices
- 3.1 The Employer requires that bidders observe the highest standard of ethics during the bidding process and during execution of such contract. In pursuance of this policy, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice"/"bribery" means the offering, giving receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party or influencing the process procuring goods or services or executing contracts;
 - (ii) "fraudulent practice"/"fraud" means any act or omission, including a misrepresentation of information or facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the process procuring goods or services or executing contracts, to the detriment of the Employer or other participants;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party or designed to result in bids at artificial prices that are not competitive;
 - (v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
 - (b) will reject a proposal to award a contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for the contract in question; and
 - (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any tender/bidding process of the Employer if it at any time determines that the party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in executing, a contract of the Employer.
 - (d) will cancel or terminate a contract if it determines that a bidder /party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in

executing, a contract with the Employer.

- (e) will normally require an agent of the Employer to allow the Employer or any person that the Employer may designate, to inspect or carry out audit of the bidder's accounting records and financial statements in connection with the contract.

4. Eligible
Bidders

4.1 The prospective bidders shall have to meet the following eligibility criteria :

- (a) The bidders shall be a company within the meaning of the Companies Act, 2013 or a partnership firm within the meaning of the Indian Partnership Act, 1932 or a limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, having an office in Kolkata. No other categories of entities, viz. proprietorship, trusts, co-operatives, etc. would be allowed to participate in the tender and if found, would be summarily rejected. Similarly, joint bids in a consortium would not be entertained and summarily rejected.
 - (b) Bidder(s) must have satisfactorily completed as a contractor:
 - (1) at least 1 (one) Plant/Manufacturing Facilities Project comprising a majority of the sub-categories of Works in the tender in a single work order in the last 3 (three) financial years (i.e. 2022-2023, 2023-2024 and 2024-2025), having a minimum project value of ₹12,00,00,000/- (Rupees Twelve Crores) of Central Government / State Government / Central Public Sector Undertakings / State Public Sector Undertakings.
 - (2) the bidder shall have a minimum Average Annual Turnover of ₹ 15,00,00,000/- (Rupees Fifteen Crores) in the last 3 (three) financial years (i.e. 2022-2023, 2023-2024 and 2024-2025).
- N.B. –
- (1) Certificates of group/associate/ subsidiary/ parent/ holding company shall not be considered as a valid certificate of experience of the bidder, unless the same is supported by such documents that the group/ associate/subsidiary/ parent/ holding company and the bidder, have amalgamated/ merged into the same entity.
 - (2) The projects shall not include any project executed for group/ associate/ subsidiary/ parent/ holding company.
- (c) The bidder shall presently not be barred/ blacklisted by any department, authority or body corporate under the Government of India or any State Government.

4.2 A bidder shall have to furnish the following documents:

- (a) GST Registration Certificate/ letter recording GST identification number.
- (b) Tax Audit Report in Form 3CD along with Balance Sheet & Profit and Loss A/c. For the financial years 2022-2023, 2023-2024 and 2024-2025 i.e. assessment years 2023-2024, 2024-2025 and 2025-2026.
- (c) Statement of Financial Capacity in Form-8 of Section – 4 (Bidding Forms) digitally signed by the bidder.
- (d) Copy of documents of incorporation, i.e. Certificate of Incorporation and Memorandum and Articles of Association and certificate of incorporation, if the bidder is a company/ Partnership Deed (including registration certificate, if any), if the bidder is a unregistered/ registered partnership firm/ limited liability partnership;
- (e) Audited Annual Statements and Annual Returns filed by the bidder for the financial years 2022-2023, 2023-2024 and 2024-2025;
- (f) Notarised Power of Attorney/ Board Resolution in favour of signatory of bid and accompanying documents;
- (g) Declaration by way of affidavit duly notarised that the bidder has not been barred by the Government of India (GoI) or any State Government or any authority or body corporate under GoI or any State Government for participation in any project which bar subsists on the day of submission of the bid;
- (h) Copy of Work Order and/ or Agreement and Completion Certificate from past employers stating that the works undertaken by the bidder has been satisfactory and no adverse report was obtained;
- (i) Copy of TDS Certificates of the bidder indicating payment made by the past employers for works undertaken;
- (j) In the absence of TDS Certificates, the bidder may also submit copies of bank statements indicating payments made received from past employers for work undertaken;
- (k) Forms duly filled up and as provided in the Section – 4 (Bidding Forms) of the Bidding Documents.

4.3 The Employer considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitutes a prohibited practice by the Employer which requires that bidders, suppliers, and contractors under contracts with the Employer, observe the highest standard of ethics and will take appropriate

actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) they have controlling shareholders in common;
- (b) they receive or have received any direct or indirect subsidy from any of them;
- (c) they have the same legal representative for purposes of this bid;
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) participation by a bidder in more than one bid will result in the disqualification of all bids in which the party is involved.

4.4 A bidder that is under a declaration of ineligibility and/or black listing by the Employer or by any department, authority or body corporate under the Government of India or any State Government, as on the date of the deadline for bid submission as specified here in or thereafter during process of evaluation, shall be disqualified provided such declaration of ineligibility and/or blacklisting has not been challenged by the bidder and such declaration is stayed and/or kept in abeyance and/or set aside by any competent court of law and/or by any other judicial authority.

4.5 Bidders shall provide such evidence of their continued eligibility in a manner and format satisfactory to the Employer, as and when the Employer shall reasonably request.

5. Materials,
Equipment
and Services

5.1 The materials, equipment and services to be supplied under the contract may have their origin in any country save and except prohibited by any statute or extant policies of the Central Government or the Government of West Bengal.

5.2 For purposes of ITB5.1 above, "origin" means the place where the materials and equipment are produced or manufactured and from which the services are provided materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

- 5.3 The bidders are cautioned to read the specifications carefully, as there may be special requirements. The specifications are the minimum requirements for the products. The products offered must meet or exceed requirements mentioned in the technical specifications. The products shall conform to strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet the equipment will not be acceptable.

B. Contents of Bidding Documents

6. Sections of Bidding Documents
- 6.1 The Bidding Documents consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any addenda/corrigenda issued in accordance with ITB 8.
- PART I Bidding Procedures
- Section 1 – Notice Inviting e-Tender (e-NIT)
- Section 2 – Instructions to Bidders (ITB)
- Section 4 – Bidding Forms (BDF)
- PART II Requirements
- Section 5 – Schedule of Requirements (SRQ)
- PART III Conditions of Contract and Contract Forms
- Section 3 – General Conditions of Contract (GCC)
- 6.2 The Employer is not responsible for the completeness of the Bidding Documents and their addenda/corrigenda, if they were not obtained directly from the sources stated by the Employer in the e-NIT.
- 6.3 The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid. All the Sections forming part of the Bidding Documents are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be as follows:
- 6.4 (i) General Conditions of Contract
- (ii) Notice Inviting e-Tender and Instructions to Bidders
- (iii) Schedule of Requirements.

7. Clarification of Bidding Documents, Pre-Bid Meeting
- 7.1 A prospective bidder requiring any clarification in respect of the Bidding Documents shall contact the Employer in writing by sending an e-mail to the Employer's e-mail address ghlpurchase@rediffmail.com and raise its queries during the pre-bid meeting if provided for in accordance with ITB 7.4 and 7.5. The Employer may upload on the website hosting the Bidding Documents, its responses to bidder's queries. Should the Employer deem it necessary to amend the Bidding Documents, as a result of a request for clarification, it shall do so following the procedure under ITB 8.
- 7.2 The bidder is advised to visit and examine the site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the bidder's own expense. The bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 7.3 The bidder's designated representative is invited to attend a pre-bid meeting at the factory of the Employer at 1, Health Institute Road, DumDum Cantonment, Kolkata – 700 065. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.4 The bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the pre-bid meeting.
- 7.5 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded in the e-tender portal i.e. <https://tenders.wb.gov.in> within 15 (fifteen) days from the date of pre-bid meeting. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of appropriate addendum/ corrigendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

- 7.6 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
8. Amendment of Bidding Documents/ Extension of deadlines
- 8.1 Any addendum/ corrigendum issued shall be part of the Bidding Documents and shall be uploaded in the e-tender portal i.e. <https://tenders.wb.gov.in> and also at <https://gluconatehealth.co.in>.
- 8.2 To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and consideration, the Employer may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

9. Costs of Bidding
- 9.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid
- 10.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Employer, shall be written in English only. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall be relied on.
11. Documents comprising the Bid
- 11.1 Tenders are to be submitted online following the process mentioned in Sl. Nos. 9 of the e-NIT in two folders, one being the Technical Bid and the other being the Financial Bid before the prescribed date and time. The documents are to be uploaded scanned for viruses and duly digitally signed so that the documents will get encrypted (transformed into non readable formats).
- 11.2 The Technical Bid shall comprise of the scanned copies of the following documents in one folder:
Statutory cover of Technical Bid containing:

To be filled in FORM folder:

- (i) Letter of Technical Bid in form of Affidavit as given in Form – 1 of Section – 4 (Bidding Forms)

(ii) Power of Attorney in favour of signatory of the bid, as per format given in Form – 4 of Section – 4 (Bidding Forms)/ Board Resolution in favour of signatory of the bid, as per format given in Form – 5 of Section – 4 (Bidding Forms)

(iii) Letter of Financial Bid, as per format given in Form – 3 of Section – 4 (Bidding Forms)

To be filled in e-NIT folder:

(i) Notice Inviting e-Tender (Section – 1) and Instructions to Bidders (Section – 2) (uploaded with digital signature).

(ii) General Conditions of Contract (Section – 3) (uploaded with digital signature).

(iii) Schedule of Requirements (Section – 5) (uploaded with digital signature).

Non-statutory (My Documents) cover containing

To be filled in CERTIFICATE folder:

(i) Copy of Certificate of Incorporation and Memorandum and Articles of Association/ Copy of Partnership Deed and/or registration certificate of the partnership

(ii) Copy of GST Registration Certificate/ letter recording GST identification number

To be filled in FINANCIAL INFO folder:

(i) Copy of Income Tax Returns for the financial years 2022-2023, 2023-2024 and 2024-2025 i.e. assessment years 2023-2024, 2024-2025 and 2025-2026

(ii) Financial Capacity of Bidder, as per format given in Form – 8 of Section – 4 (Bidding Forms)

To be filled in P/L AND BALANCE SHEET 2022-2023 folder:

Audited Annual Statements containing Profit & Loss Account and Balance Sheet for the financial year 2022-2023 along with Tax Audit Return in Form 3CD

To be filled in P/L AND BALANCE SHEET 2023-2024 folder:

Audited Annual Statements containing Profit & Loss Account and Balance Sheet for the financial year 2023-2024 along with Tax Audit Return in Form 3CD

To be filled in P/L AND BALANCE SHEET 2024-2025 folder:

Audited Annual Statements containing Profit & Loss Account and Balance Sheet for the financial year 2024-2025 along with Tax Audit Return in Form 3CD

To be filled in CREDENTIAL 1 folder:

- (i) Declaration cum Experience profile of the bidder, as per format given in Form – 2 of Section – 4 (Bidding Forms)
- (ii) General Construction Experience of the bidder, as per format given in Form – 6 of Section – 4 (Bidding Forms)

In case of failure to submit any of the above mentioned documents (for both statutory and non-statutory cover) in respective folders, the Employer shall be entitled to summarily reject the bid.

11.3 The Financial Bid for the Project shall comprise of the Bill of Quantities (“**BOQ**”) in the specified format, being the cost for up-gradation of approved Plant/Manufacturing Facilities Project including supply, installation, testing, and commissioning of specified laboratory equipment, electrical, mechanical and electromechanical items inclusive of all taxes, cess (including labour cess) and charges taken together, which are sub-categorised in the BOQ as follows:

- (a) Demolition Works, as detailed in the BOQ
- (b) General Construction Works, as detailed in the BOQ
- (c) Plumbing Works, as detailed in the BOQ
- (d) Clean Room Works, as detailed in the BOQ
- (e) Supply, Installation, Testing and Commissioning of Laboratory Furniture, as detailed in the BOQ
- (f) Flooring Works, as detailed in the BOQ
- (g) PU Flooring Works, as detailed in the BOQ
- (h) Supply, Installation, Testing and Commissioning of Equipment, as detailed in the BOQ
- (i) HVAC Works, as detailed in the BOQ
- (j) VRV Works, as detailed in the BOQ
- (k) RO Piping Works, as detailed in the BOQ
- (l) PW Pipeline Works, as detailed in the BOQ
- (m) Compressed Air Pipe and Accessories Fitting Works, as detailed in the BOQ
- (n) Low Pressure Steam Works, as detailed in the BOQ

(o) Electrical Works, as detailed in the BOQ

(p) Effluent Treatment Plant Works, as detailed in the BOQ

N.B. – (1) Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder.

(2) The bidder is required to upload the documents referred to in the Statutory Cover folder of the Technical Bid documents and the Financial Bid documents.

(3) The evaluation of Financial Bid will only be based on the basis of evaluation of the BOQ.

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| 12. | Letters of Technical Bid and Schedules | 12.1 | The Letters of Technical Bid shall be prepared using the relevant forms furnished in Section - 4 (Bidding Forms). The forms must be completed without any alterations to the text and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 13. | Bid Prices | 13.1 | The prices quoted by the bidder in the Financial Bid shall conform to the requirements specified below. |
| | | 13.2 | The prices to be quoted in the Financial Bid, in accordance with ITB 11.3, shall be the total price for the Works under taken. The bidder is required to separately quote its price online in the BOQ for each sub-category of Works. Upon filling in the price of all the separate sub-categories of Works, the bidder would be required to add up and insert the total price for the Works in the BOQ. |
| | | 13.3 | The price quoted by the bidder is not subject to any discount or adjustment. The Financial Bid would be rejected, if the bidder is found to have not quoted its price for any one or more category of Works. If there is any discrepancy between the total price of all the sub-categories of the Works quoted by a bidder and the actual total price as quoted by the bidder in the BOQ, the total price of all the sub-categories of the Works quoted by the bidder, would prevail. |
| | | 13.4 | All duties, taxes, cess (including labour cess) and other levies payable by the Selected Bidder under the Contract, or for any other cause, shall be considered to be included in the prices and the total Bid Price submitted by the bidder. The Bid Price quoted by the bidder shall be final and shall not be adjusted and/or increased for change in any duty / tax / cess (including labour cess)/ other levies or outgoings and/or any levy of any additional duty or tax or other levies which are not earlier payable. In other words, the Selected Bidder will not be paid anything more than the Bid Price, which is all inclusive. |

Any disclosure of any information or documents required to be submitted in the

- 13.5 Financial Bid by the bidder, whether inadvertent or not, will disqualify the bidder and render its bid non-responsive and rejected.

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| 14. Currencies of Bid and Payment | 14.1 | The Financial Bid shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The Employer shall be entitled to reject any bid, if the same has been submitted in any other currency. |
| 15. Period of Validity of Bids | 15.1 | Bids shall remain valid for a period of 365days after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. The bidders would not be allowed to modify the prices quoted by it during the bid validity period, even after the bidding process comes to an end. |
| | 15.2 | In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request shall not be required or permitted to modify its bid. |
| 16. Bid Security | 16.1 | The bidder has, as part of its bid, made payment of an amount of Rs. 30,00,000/- (Rupees Thirty Lakhs only) as Earnest Money Deposit (EMD) /Bid Security by way of net banking, on the website www.tenders.wb.gov.in . For bidders who are exempted from making payment of the EMD/ Bid Security, they have accordingly indicated their exempted status on the website https://wbtenders.gov.in and submitted their respective bids. |
| | 16.2 | No valid bid can be uploaded on the website www.tenders.wb.gov.in , unless payment of the Bid Security has been made in the said website www.tenders.wb.gov.in . If any bidder who is not specifically exempted from submission of Bid Security by any Government Order/Circular/Notification, the bid of such bidder shall be rejected without undertaking any detailed evaluation of its Technical Bid. |

- 16.3 The EMD/ Bid Security transferred by way of net banking to the designated bank account, details of which are provided in <https://www.tenders.wb.gov.in> shall be refunded to the designated bank account of the unsuccessful bidders, upon issue of Notification of Award in favour of the Selected Bidder and submission of Performance Security by such Selected Bidder, whichever is later.

The EMD/ Bid Security of the bidder will be forfeited/ invoked in the following events: -

- (a) If a bidder withdraws its bid during the period of bid validity, except as provided in ITB 15.2;
- (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;
- (c) If a bidder is declared disqualified in terms of ITB 4.3;
- (d) If a bidder is otherwise in breach of the terms of the Bidding Documents, or,
- (e) In case of a Selected Bidder, if it fails or refuses to furnish the Performance Security within the scheduled time period as per ITB 36.1.

17. Format and Signing of Bid 17.1 The bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the bidder as stated in Sl. No. 26 of the e-NIT.

D. Submission and Opening of Bids

18. Submission of Bids 18.1 Bids are to be submitted online as stated in Sl. Nos. 9 and 10 of the e-NIT in two folders at a time, one being Technical Proposal / Technical Bid and the other being Financial Bid before the prescribed date and time with DSC. For submitting the Technical Bid, it shall suffice if the documents comprising the Statutory Folder of the Technical Bid are uploaded once. The documents are to be uploaded scanned for viruses and duly signed, digitally so that the documents will get encrypted (transformed into non readable formats).
In addition, the bidders shall submit a physical copy of all documents so uploaded, at the office of the Employer before the bid submission date, to facilitate evaluation of the bids. The physical copies of the Technical Bid documents should be submitted in one envelope and the Bid Security shall be submitted in another envelope.

19. Deadline for Submission of Bids
- 19.1 Complete bids (including Technical and Financial) must be uploaded in the e-tendering website i.e. [https:// tenders.wb.gov.in](https://tenders.wb.gov.in) not later than the date as mentioned in Sl. 15of e-NIT.
- 19.2 The Employer may, at its discretion, extend the dead line for the submission of bids by amending the Bidding Documents in accordance with ITB8, in which case all rights and obligations of the Employer and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
20. Bid Opening
- 20.1 The Technical Bid will be opened online by the authority receiving tenders or by its authorized representative at time, date and the place specified in Sl.15of e-NIT in the manner specified in the e-NIT. The authority receiving tenders or its authorized representative shall decrypt all Technical Bids submitted by the bidders and copy it in any storage device such as a compact disc, pen drive or hard drive. The manner of online opening of Financial Bid will be same as Technical Bid opening.
- 20.2 All folders containing the Technical Bids shall be opened one at a time, and the following recorded:
- (a) the name of the bidder;
 - (b) the presence of a Bid Security,
 - (c) any other details as the Employer may consider appropriate.
- Only Technical Bids recorded at bid opening shall be considered for evaluation.
- 20.3 The Employer shall prepare a record of the opening of Technical Bids. A copy of the record shall be uploaded on the website <https://tenders.wb.gov.in> and also at <http://gluconatehealth.co.in>.
- 20.4 At the end of the evaluation of the Technical Bids, the Employer will upload on the website <https://tenders.wb.gov.in> and also at <http://gluconatehealth.co.in>, the name of the bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award in terms of ITB 33.
- 20.5 The Employer shall conduct the opening of the Financial Bid of all bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified in terms of ITB 25. All folders containing Financial Bids shall be opened one at a time and the following recorded:
- (a) the name of the bidder;

- (b) the Financial Bid;
- (c) any other details as the Employer may consider appropriate.

Only Financial Bids recorded during the opening of Financial Bids shall be considered for evaluation. No bid shall be rejected at the time of opening of Financial Bids except when the Financial Bid is not in accordance with the Bidding Documents.

E. Evaluation and Comparison of Bids

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| 21. Confidentiality | <p>21.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of Award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Award of contract is communicated to all bidders.</p> <p>21.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.</p> |
| 22. Clarification of Bids | <p>22.1 To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the Employer may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid, or, prices in the Financial Bid shall be sought, offered, or permitted.</p> <p>22.2 If a bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p> |
| 23. Deviations, Reservations, and Omissions | <p>23.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Documents; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents. |

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| 24. Preliminary Examination of Technical Bids | 24.1 | The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected. |
| 25. Responsiveness of Technical Bid | 25.1 | The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11. |
| | 25.2 | <p>A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p style="padding-left: 40px;">(i) affect in any substantial way, the scope, quality, or performance of the contract; or</p> <p style="padding-left: 40px;">(ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the Department of Health & Family Welfare, Government of West Bengal, or the bidder's obligations under the proposed contract; or</p> <p>(b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</p> |
| | 25.3 | The Employer shall examine the technical aspects of the bid submitted to confirm that all requirements have been met without any material deviation or reservation. |
| | 25.4 | If a bid is not substantially responsive to the requirements of the Bidding Documents and is rejected by the Employer, it may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| | 26.1 | The Employer may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission. |
| 26. Nonconformities, Errors, and Omissions | 26.2 | The Employer may request that the bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request of the tendering authority may result in the rejection of its bid. |

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| 27. Qualification of the Bidder | 27.1 | The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in the Bidding Documents. |
| | 27.2 | The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 11.2. |
| 28. Evaluation Criteria | 28.1 | The bidders who meet the qualifying criteria shall be treated equally and all the technically qualified bidders shall be at par while considering their Financial Bid. The Financial Bid of bidders, who do not meet the qualifying criteria prescribed in ITB 4.1 will not be opened. |
| 29. Preliminary Examination of Financial Bids | 29.1 | The Employer shall examine the Financial Bids to confirm that all documents and schedules requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected. |
| 30. Evaluation of Financial Bids | 30.1 | The Employer shall only consider the amount quoted in the BOQ, for evaluation of the Financial Bid of the technically qualified bidder. No other evaluation criteria or methodology shall be permitted. |
| 31. Comparison of Financial Bids | 31.1 | All technically qualified bidders shall be at par. |
| | 31.2 | The Employer shall compare the Financial Bids of technically qualified bidders to determine the lowest Financial Bid. |
| | 31.3 | Upon decryption of the price quotations submitted by all the bidders a table shall be prepared containing particulars of Financial Bids submitted. |
| 32. Employer's right to accept any bid, and to reject any or all bids | 32.1 | The Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to Award, without thereby incurring any liability to bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly refunded to the bidders. |

F. Award of Contract

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| 33. Award Criteria | <p>33.1 The Employer shall award one single Contract in respect of the entire project to the lowest evaluated bid (L1 bidder) and which is substantially responsive to the Bidding Documents, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.</p> |
| | <p>33.2 In the event, the Financial Bids of 2 (two) or more bidders are the same ("tie bidders"), the Employer shall discover the L1 rate in terms of Memo No. 2320-F(Y) of the Finance Department, Government of West Bengal, dated 7th June, 2022.</p> |
| 34. Notification of Award | <p>34.1 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the bid validity period by uploading in the e-tender portal and https://gluconatehealth.co.in or by e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance/ Notification of Award") will state the sum that the Employer will pay the Contractor in consideration of the execution of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price") in respect of the Works.</p> |
| | <p>34.2 Until a formal contract is prepared and executed in respect of the Works at the site, the Notification of Award shall constitute a notification of commencement of Works, subject only to the furnishing of a Performance Security in accordance with the provisions of ITB 36.1, whereupon the Contract shall come into force.</p> |
| | <p>34.3 The Employer shall hand over the site to the Selected Bidder in respect of the Project, within 15 (fifteen) days from the Letter of Acceptance.</p> |
| 35. Signing of Agreement | <p>35.1 Promptly after issuance of Notification of Award, the Employer shall send the Selected Bidder in respect of the Works, the Form of Agreement to be executed for the Works. Each page of the Agreement should be signed by the Employer's Representative and the Contractor's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Bidding Documents) their number should be clearly mentioned on each page of the Agreement before signing.</p> |

35.2 Within 21 (twenty one) days of receipt of the Form of Agreement, the Selected Bidder shall sign with date the contract for the Works and return it to the Employer. The Contract shall only come into existence, when the Performance Security is furnished in terms of ITB 36.1.

35.3 No payment for the Works done will be made to the Selected Bidder till the Agreement is signed by the Selected Bidder and Performance Security, duly filled in and signed have been submitted by the Selected Bidder.

36. Performance
Security

36.1 Within 14 days of the receipt of Notification of Award from the Employer, the Selected Bidder for the Works shall furnish the Performance Security in accordance with the conditions of contract, using for that purpose the Performance Security Form as provided in the Bidding Documents.

36.2 Failure of the Selected Bidder to submit the above mentioned Performance Security or to sign the Agreement in respect of the Works, shall constitute sufficient grounds for the annulment of the Notification of Award and forfeiture of the Bid Security. In that event, the Employer may award the Contract to the next lowest evaluated bidder (L2 bidder) whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily at the price quoted by the L2 bidder or the Employer, may, at its discretion go in for fresh tenders.



GLUCONATE HEALTH LIMITED

(A GOVT. OF WEST BENGAL UNDERTAKING)

Under Health & Family Welfare Department, Government of West Bengal
H.O.&R.O.: 2, DurgaCharan Doctor Lane, Kolkata -700 014.

SECTION – 3

GENERAL CONDITIONS OF CONTRACT (GCC)

Tender Ref. No.NIT/PT-21/26-27

Date: 27.08.2026

SECTION – 3

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In these Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include Authority's and other legal entities, except where the context requires otherwise.

- 1.1 **“Authority”** means Gluconate Health Limited.
- 1.2 **“Contract”** means that these Conditions, the Schedule of Requirements, the Notice inviting e-Tender and the Instructions to Bidders and the further documents(if any) which are listed in the Contract.
- 1.3 **“Contractor”** shall refer to the Selected Bidder(s).
- 1.4 **“Contract Price”** shall unless indicated otherwise, refer to the total sum being paid by the Authority to the Contractor in consideration of the carrying out the works as per BOQ over which the Contractor has been awarded the Contract and includes adjustments(if any) in accordance with the Contract.
- 1.5 **“Project/ Works”** shall unless otherwise indicated, mean carrying out the Works as per BOQ over which the Contractor has been awarded the Contract and which is being undertaken by the Selected Bidder/ Contractor.

2. “Engineer-in-Charge” and Commencement of Works

The word “Engineer-in-Charge” means the Engineer who will be nominated by the Authority for the Works. The word “approved” appearing anywhere in the documents means approved by the Engineer-in-Charge. The Works will have to be taken up within specified time as mentioned in the Notification of Award. Failure to do so will constitute a violation of the contract stipulation as regards to proportionate progress and timely completion of work and the Contractor will thereby make himself liable to pay compensation or other penal action as per stipulation.

The date of commencement of the Works shall be the date of the handing over possession of the Site. The Contractor shall however commence the execution of the Works as soon as is reasonably practicable after the date of Letter of Acceptance/Notification of Award and shall then proceed with the Works with due expedition and without delay. However, under no circumstances, commencement of Works shall be delayed on the guise of any site clearance or relocation of services.

3. Terms and Conditions in extended period

When an extension of time for completion of work is granted for valid reasons over which the Contractor have no control, it will be taken as granted by the Contractor that the validity of the

Contract is extended automatically up to the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated up to the extended period.

4. Co-operation with other agencies and damages and safety of road users

All Works are to be carried out in close co-operation with the factory administration and other contractor(s) that may be working in the site. The Works should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The Contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge is due to the negligence of the Contractor are promptly rectified by the Contractor at its own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

5. Transportation arrangement

The Contractor will arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Authority may however, at its own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the Authority to help the Contractor in this respect, the Contractor will have to arrange at its own initiative so that progress of work is not hampered and no claim whatsoever on this ground will be entertained under any circumstances. If railways facilities are not available, the Contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from the Authority in this regard.

6. Contractor's Site Office

The Contractor will have to set up an office adjacent to the Works as may be approved by the Engineer-in-Charge where all directions and notice of any kind whatsoever, which the Engineer-in-Charge or his representative may desire to give to the Contractor in connection with the Contract, may be left or sent by post to such office or delivered to the Contractor's authorised agent or representative. For such intimation to the Contractor's site office, it will be deemed to be sufficient enough to be served upon the Contractor.

7. Incidental and other charges

The cost of all materials, hire charges of tools and plants, labour, municipal charges for water supply, royalty or road materials (*if any*), electricity and other charges of Municipalities or statutory local bodies, ferry charges, toll charges, loading and unloading charges, handling charges, overhead charges etc. will be deemed to have been covered by the price quoted by the Contractor inclusive of all taxes, all other charges for the execution of the specified works, 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 Works. No extra claim in this regard beyond the specified price quoted as per the Bill of Quantities in this respect will be entertained.

8. Performance Security

The Contractor shall have to deposit a Performance Security in the form of Bank Guarantee of 10% of the Contract Price within 14 days of the Notification of Award in accordance with the conditions of the contract. The Performance Security should be submitted in the form of a Bank Guarantee from a scheduled bank. No Performance Security will be accepted from the Contractor, if the location of the branch of the bank is not situated within the municipal limits of any of the cities of Kolkata or Bidhannagar. The Performance Security shall have a validity of 12 months and upon expiry of 11 months from the date of issue of Performance Security but prior to expiry of the 12 months period, the Contractor shall revalidate the Performance Security for another 12 months period. The Contractor shall continue to keep its Performance Security duly validated and enforceable for such successive periods of 12 months or for such shorter period as may be directed by the Authority, until the Contractor has executed and completed the Works and remedied any defects, till the end of the Defects Liability Period. If the terms of the Performance Security specify its expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and all defects have been remedied.

The Authority shall not make a claim under the Performance Security, except for amounts to which the Authority is entitled under the Contract in the event of:

- a. failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Authority may claim the full amount of the Performance Security,
- b. failure by the Contractor to pay the Authority an amount due, as either agreed by the Contractor or determined under Clause 57 [Dispute Resolution Mechanism], within 42 days after the signing of the Agreement or determination,
- c. failure by the Contractor to remedy a default within such reasonable period as may be specified by the Authority in its notice after receiving the Authority's notice requiring the default to be remedied, or
- d. circumstances which entitle the Authority to termination under Clauses 60 [Termination for default] and 61 [Termination for insolvency], irrespective of whether notice of termination has been given.

The Authority shall return the Performance Security to the Contractor at the earliest, upon completion of the Defects Liability Period.

9. Authorised Representative of Contractor

The Contractor should not assign the Contract or sublet any portion of the Works. The Contractor, may however, appoint and authorise representatives in respect of one or more of the following purposes only:

- (i) General day to day management of work.
- (ii) To attend measurements when taken by the officers of the Corporation and sign the records of such measurements which will be taken as accepted by the Contractor.

The selection of the authorised representatives will be subject to the prior approval of the Engineer-in-Charge concerned and the Contractor will in writing seek such approval of the Engineer-in-Charge giving therein the name of work, Tender No., the Name, Address and the attested specimen signature of the representative, it wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorised for. Even after first approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorised representatives and the Contractor will be bound to abide by such directions. The Engineer-in-Charge will not be bound to assign any reason for his revised directions. Any notice, correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the Contractor.

10. Power of Attorney

Provision of acting through Power of Attorney, if any, during execution of the Works, shall be subject to the approval of the Authority. Otherwise, the Authority will not be bound to take cognizance of such of Attorney.

11. Extension of time

Although time is the essence of this Contract, for cogent reasons over which the Contractor will have no control and which will retard the progress, extension of time for the period lost may be granted, under exceptional circumstances, on receipt of application from the Contractor before the time of completion of Contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools and plants etc. will be entertained under any circumstances. Applications for such extension of time should be submitted by the Contractor well in advance of the expiry of scheduled time of completion of the Works.

12. Contractor's Go down

The Contractor must provide suitable godowns for cement and other materials at the sites. The cement go-down should 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 flooring 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. Any 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 directions of the Engineer-in-Charge.

13. 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 its 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 will have to maintain and protect the same till completion of the work. All machineries and equipment like Level Machine, Theodolite etc. and other sundry material like pegs, strings, nails, flakes instruments etc. and also skilled labour required for setting out the levels, for laying out difference structures and alignment will also have to be supplied by the Contractor at its own cost as per direction of the Engineer-in-Charge without any extra claim.

14. Approval of Sample

Samples of all materials to be supplied by the Contractor and to be used in the work will have to be approved by the Engineer-in-Charge and checking the quality of such materials will have to be done if deems necessary by the Engineer-in-Charge prior to utilization in the Works.

15. Water and Energy

The Contractor will have to arrange at his own cost, required energy for operation of equipment and machineries, for operating pump set, illuminating work site, office, etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilisation of the departmental sources of energy existing at the 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. All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for Contractor's staff & crews, medical aids etc. are to be arranged for by the Contractor at its own cost. The cost for transportation 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.

16. Drawings

The Works should be carried out in conformity with the approved Drawings. The Contractor will have to carry out all the works according to the Drawings included in the Detailed Project Report and Detailed Working Drawings, if any supplied and approved from time-to-time.

17. 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 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, full value will be recovered from the Contractor's bills at rates as will be assessed by the Engineer-in-Charge.

18. Unserviceable Materials

The Contractor will have to remove all unserviceable materials, obtained during execution at a place as will be directed. The Contractor should dress 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.

19. Contractor's risk for loss or damage

All risk on account of railway or road carriage or carriage by sea or air including loss or damage of vehicles, ships, barges, materials or labour, if any, will have to be borne by the Contractor without any extra claim from the Authority.

20. Idle labour and additional cost

Whatever may be the reason, no 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 be entertained under any circumstances.

21. Charges and fees payable by Contractor

- (i) The Contractor will have to pay all fees required to be given or paid by any statute or any regulation or bye-law of any local or other statutory authority which may be applicable to the Works.
- (ii) The Contractor will, if asked for, save and indemnify the Authority from and against all claims, demands, suit and proceedings for or on account of infringement of any patent, rights, design, trademark or name of other protected right in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with the Works or temporary works or any of them.

22. Tools and Plants

All Tools and Plants required for the Works will have to be supplied by the Contractor at its own cost. All cost of fuel and stores for proper running of the Tools and Plants shall also be borne by the Contractor.

23. Compliance with different Acts

The Contractor shall comply with the provisions of the Apprentices Act, 1961, Code on Wages, 2019, The Occupational Safety, Health and Working Conditions Code (OSH), 2020 and the rules and orders issued hereunder from time to time. If it fails to do so, the Engineer-in-Charge may at his discretions, take necessary measures on the Contractor. The Contractor shall also make itself wholly responsible for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor will be required to obtain valid Registration Certificate of the establishment & License for engaging Contract Labour and apply for the same at the Labour Commissionerate via the Silpasathi Portal (<https://silpasathi.wb.gov.in/eodb-services-list>) where

construction work by them are proposed to be carried out under Section 3 and Section 47 under The Occupational Safety, Health and Working Conditions Code (OSH), 2020. The Contractor will be required to observe the following conditions strictly:

- (i) Code on Social Security, 2020 read with The West Bengal Code on Social Security Rules, 2026 should be strictly adhered to wherever such Codes/Rules become applicable.
- (ii) Minimum wages to the workers shall be paid according to the rates notified and/ or revised by the Government of West Bengal from time-to-time under the Code on Minimum Wages, 2019 read with the West Bengal Code on Wages Rules, 2026 in respect of scheduled employments, within the specified time as per law.
- (iii) Payment of bonus, wherever applicable, has to be made.
- (iv) Adequate safety and welfare measures must be provided as per the provisions of the Occupational Safety, Health and Working Conditions Code (OSH), 2020 read with West Bengal Occupational Safety, Health and Working Conditions Rules, 2026.
- (v) All liabilities arising out of engagement of workers are to be duly met before submission of bills for payment.

If there is any failure in compliance of the applicable labour laws during execution of the Works, it will render the Contractor ineligible for carrying out the Works and the Contract may be terminated in accordance with these Conditions.

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 on the Contractor.

24. Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (i) have full regard for the safety of all persons and the Works.
- (ii) provide and maintain at its 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;
- (iii) take all reasonable steps to protect the environment on and off the site(s) 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/ its methods of operation;
- (iv) 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.

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25. Commencement of work

The work must be taken up within the date as stipulated in the Notification of Award and completed in all respects within the period specified in Notice Inviting e-Tender.

26. 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/her. The Contractor must pray in writing, showing sufficient reasons therein for modification of programme.

27. 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 its own cost according to the direction of the Engineer-in-Charge. During progress of Works, if any, defect appears or arises in respect of position, level, dimensions or alignment of any part of the Works, the Contractor shall at its 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 from their responsibility for correctness and rectification thereof.

28. Precautions during Works

The Contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. electricity, telephones, gas pipelines, 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 Works, the cost of rectification or restoration of damages as would be fixed by the Engineer-in-Charge concerned will be recovered from the Contractor.

29. Testing of qualities of materials and workmanship

All materials and workmanship shall be in accordance with the specifications laid down in the relevant Schedule of Rates for Building Works (Volume - I) and Sanitary & Plumbing Works

(Volume - II) and relevant IS / IRC 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, the Contractor will carry out tests from outside Government Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests will have to be borne by the Contractor at actuals.

30. Specification for Building, Sanitary and Plumbing Works and Ancillary Works and Quality Control Tests

All works and all quality control tests should conform to specifications mentioned in the BOQ and in the e-NIT and in the relevant Schedule of Rates, Building, Sanitary & Plumbing Works of PWD, Government of West Bengal read with relevant Corrigenda and Addenda. Where the above BOQ, e-NIT and SOR is silent about specification or quality control tests of any particular item of work, the same should conform to the specifications and quality control test laid down in the relevant, Schedule of Rates of Road & Bridge Works PWD, Government of West Bengal read with relevant Corrigenda & Addenda / relevant IS / IRC Codes of practice.

31. Procurement of materials

All materials required to complete execution of the Works will have to be supplied by the Contractor after procurement from authorised and approved source.

32. 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 from the issue of order to that effect. In case of non-compliance of such order, the Engineer-in-Charge will have the authority to cause such removal at the cost and expense of the Contractor and the Contractor will not be entitled to claim for any loss or damage on that account.

33. Implied elements of work in items

No separate charges will be paid for shoring, shuttering, de-watering, curing etc. and the rates of respective items or works are deemed to be inclusive of the same.

34. Damaged cement

Any cement lying at the Contractor's custody, which is found at the time of use to have been damaged, will be rejected and must immediately be removed from the site by the Contractor or disposed of as directed by the Engineer-in-Charge at the costs and expenses of the Contractor.

35. Forced Closure

In case of forced closure or abandonment of the Works by the Authority, the Contractor will be eligible to be paid for the finished works and reimbursement of expenses actually incurred but not for any losses.

36. Tender Rate

The Contractor should note that the tender is strictly based on the price quoted by the Contractor on the estimated amount put to tender of probable item of work. The quantities for various other items of Works as shown in the Bill of Quantities are based on the Drawings and designs prepared by the Authority. If variations become necessary due to design consideration and as per actual site conditions, those will have to be done by the Contractor at the price quoted by the Contractor in the tender. No conditional rate will be allowed in any case.

37. Delay due to modification of drawing and design

The Contractor will not be entitled for any compensation for any loss due to delay arising out of modification of the drawings, addition and alterations of specifications, delay in issuance of drawings, etc.

38. Additional Conditions

- (i) Display board (Informatory) of size 150 cm × 90 cm is to be provided by the Contractor at starting and end chain age of the site with aluminum plate hoisted on steel tubular pipe/ angle post to a height of 1.5 Meter at the cost of the Contractor including fitting, fixing, painting, lettering etc. complete as per direction of the Engineer-in- Charge.
- (ii) All materials required for the Works including bitumen (all grade), bitumen emulsion, cement and steel will have to be of specified grade and approved brand in conformity with relevant codes of practice (latest revisions included) and manufactured accordingly and will have to be procured and supplied by the Contractor(s) at its own cost inclusive of all rates and taxes. Authenticated evidence for purchase of bitumen, bitumen emulsion, cement and steel are to be submitted along with challan and Test Certificate. In the event further testing is directed by the Engineer-in-Charge, such testing from any Government approved/ Government Testing Laboratory will have to be conducted by the Contractor at its own cost.
- (iii) The Works shall conform to strength, quality and workmanship to the accepted standards of the relevant industry and specifically to PWD SOR as applicable to the state of West

Bengal. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

- (iv) The Contractor is to display caution board maintaining I.S. / I.R.C. norms at its own cost as per direction of the Engineer-in-Charge.
- (v) Deep excavation of trenches left out for days should be avoided.
- (vi) Labour Welfare Cess will be deducted @ 1% (one percent) of gross bill value as per Rule, if applicable.
- (vii) Income Tax will be deducted from each bill of the Contractor as per applicable rate and rules in force.

39. 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. 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.

40. Working condition

During execution of work, the Contractor will remain responsible for providing unhindered passage to traffic on road adjacent to site, providing lighting and guarding arrangement during night for safety and no extra cost will be paid on this account.

The Contractor shall make its own arrangement for water, necessary power of lighting, welding, running of pumps etc. and no extra payment will be made on these accounts.

41. Consequences of defacement or destruction

If the Contractor or its workmen or servants or representatives break, deface, injure or destroy any part of the factory building, in which they may be working or any building, road, road kerbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the site or which the Works or any part of it is being executed or if the Works get damaged from any cause whatsoever or any imperfections becoming apparent in it at any time whether during its execution or within the Defect Liability Period, the Contractor shall rectify at its own expenses, or in default, the Engineer-in-Charge may cause the same to be rectified by other agencies and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sums whether under the Contract or otherwise, that may be then, or at any time thereafter become due to the Contractor by the Authority, or from the Performance Security or the proceeds of the sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the Contractor), of making such damage or imperfection rectified shall exceed the amount of such Performance Security and or such sum, and the Authority shall be entitled to recover the excess cost from the Contractor in accordance with the procedure prescribed by any law for the time being in force.

42. Warranty

If the Contractor is not the original manufacturer of the machineries/ equipment being supplied, it shall provide the Authority with the benefit of all manufacturer's warranties. Such warranty shall remain valid, till the end of Defects Liability Period. During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the Contractor. If necessary, the Contractor shall engage qualified person to carry out maintenance, repair etc. If the Contractor, having been notified, fails to remedy the defect(s) within the stipulated period, the Authority may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Authority may have against the Contractor under the Contract. The machineries/ equipment shall be new and unused and remanufactured/ reconditioned/ demo machineries/ equipment will not be acceptable and undertaking of the manufacturer to this effect shall be submitted by the Contractor to the Authority. The Contractor shall remain responsive to the needs of the Authority for any services that may be required in connection with any of the warranties given by the Contractor under the Contract. During any period in which the Contractor's warranties are effective, upon notice by the Authority that the machineries/ equipment do not conform to the requirements of the Contract, the Contractor shall replace the defective machineries/ equipment with machineries/ equipment of the same or better quality or fully reimburse the Authority for the purchase price paid for the defective machineries/ equipment; and if having been notified by any means, the Contractor fails to replace the defective machineries/ equipment within 30 days or such other period as may be specified by the Authority. The Authority may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Authority may have against the Contractor under the Contract.

43. Permits, Licences or Approvals

It will be the duty of the Contractor to apply for and obtain any permits, licences, approvals, clearances or No Objection Certificates required by the laws of India, which the Contractor is required to obtain for commencement of construction, completion of construction, delivery of machineries/ equipment including clearance through customs, supply, installation and commissioning of the same. Upon obtaining such permits, licenses, approvals, clearance or no objection certificate from the appropriate authority, the Contractor shall provide a copy of such permits, licenses, approvals, clearance or no objection certificate to the Authority.

44. Accidents - Precautions at Worksite

The Contractor shall ensure that materials on the site shall not be stacked or placed as to cause danger or inconveniences to any person or to the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceedings at law, that may be brought by any person, for injury sustained, owing to neglect of the above precautions and to pay any damages

and costs which may be awarded in any such suit, action or proceeding, to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person.

45. Electrical Equipment – Precautions

All temporary and permanent electrical installations, power distribution and supply required for execution of Works shall be carried out by the Contractor conforming to existing industrial and domestic safety rules and regulations. Important specific points to be noted are as under:

- (i) Meter room and main switches should be freely accessible at all times and fully protected against all weather conditions.
- (ii) Power distribution system shall be identifiable with display marking on switches.
- (iii) All power distribution shall be carried out with coated, adequately insulated and of appropriate current/load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.
- (iv) Overload protection devices shall be installed whenever and wherever heavy current/ load consuming construction plant or machinery susceptible to hazard is in use and as directed by the Employer's Representative.
- (v) Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over the supply.
- (vi) Proper and adequate earthing connection should be provided for all installations, plant and machinery and distribution system.
- (vii) Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and should have proper plugs for use.
- (viii) Security and illuminatory light shall be secured firmly and protected to withstand all weather conditions.

46. Maintenance of Safety Devices

All scaffoldings, ladders and other safety devices mentioned or described herein shall be maintained by the Contractor in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate maintenance facilities shall be provided at or near places of work by the Authority.

47. Personal Safety

- (a) All necessary personal safety equipment as considered adequate by the Contractor shall be made available for use of persons employed on the site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- (b) Workers employed on mixing asphaltic materials, cement, and lime mortars/ concrete shall be provided with protective footwear and protective gloves by the Contractor.

- (c) Those engaged in handling any materials which are injurious to eyes shall be provided with protective goggles by the Contractor.
- (d) Workers employed on erection works, etc. shall be provided with helmets, safety belts etc. by the Contractor.
- (e) Workers employed on concrete finishing, welding, painting and other works above 2 metres height shall be provided with a suitable safety belt, as per the applicable Factory Rules by the Contractor.

48. Storing Fuel, Oil and Lubricant

The Contractor shall take approval from the Safety Officer of the Authority for storing the lubricants, oil and fuel at the site required for the construction.

49. Fire Extinguishing

Suitable, sufficient number of fire extinguishers for all types of fire, shall be kept at site by the Contractor. In addition, sufficient number of fire buckets filled with water and sand shall also be kept by the Contractor. The firefighting equipment as outlined above shall be dispersed in a suitable and purposeful manner. The Contractor shall comply with regulations of the controlling authority in force at the site relating to the precautions to be taken against fire hazards.

50. Safety Manual

The Contractor shall submit a Safety Manual indicating the safety measures proposed to be adopted in light of above provisions, for approval of the Engineer-in-Chief.

51. Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations. The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct its construction operations as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions for which no extra payments will be made:

- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to the Works, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothened and graded in a manner to conform to natural appearance of the landscape as directed by the Engineer-in-Chief.
- (b) All trees and shrubbery, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's construction operations and equipment or by their employees/ workers. The removal of trees or shrubs will be permitted only after prior

approval of the Engineer-in-Chief. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-Chief. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by its operations and its employees/ workers. The terms "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly practicable, without delay, to their original condition at the Contractor's expense.

- (c) Where trees have to be necessarily cut for progress in the Works, the Contractor shall arrange for compensatory afforestation as may be required by environmental Rules and Regulations.
- (d) In the conduct of construction activities and operation of equipment, the Contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise air/ noise pollution.
- (e) Excessive emission of dust into the atmosphere will not be permitted during manufacture, handling and storage of concrete aggregates/ fly ash / earth/ building materials and the Contractor shall use such methods and equipment as are necessary for collection and disposal or prevention of dust during these operations. The Contractor's method of storing and handling cement shall also include means of eliminating atmospheric discharge of dust. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials resulting from cleaning of trees, branches, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
- (f) Special care must be exercised in ensuring that the labour housed in labour camp within the site area do not indulge in any activity like drinking alcohol, taking drugs, etc., and other activities that may affect the ecological balance such as cutting of shrubs for fuel, creating open air nuisance etc.
- (g) The Contractor shall not cut or destroy any trees in the factory premises to the maximum extent possible. In case any tree is to be cut, it shall obtain prior permission from the competent authority under the relevant laws and shall plant equal number of saplings or adhere to the requirements of the prevailing Environmental laws / terms of the permission, whichever is more stringent. The Employer may assist the Contractor in obtaining such permission, including signing necessary documents. The Contractor shall use all means to minimize the effluents from its construction work and transportation activity or any other activity in the course of the execution of the Works.

52. Variation

The Authority/ the Engineer-in-Charge shall have the exclusive right to seek a Variation to the Works at any time prior to the issue of certificate of completion of work, either by an instruction or by a request for the Contractor to submit a proposal. A Variation shall not comprise the omission of any work which is to be carried out by others. If the Authority/ the Engineer-in-Charge requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why it cannot comply (if this is the case) or by submitting:

- (a) A description of the work to be performed and a programme for its execution
- (b) the Contractor's proposal for any necessary modifications to the programme and the time to be taken for execution of the work and
- (c) the Contractor's proposal for adjustment to the Contract Price.

The Authority/ the Engineer-in-Charge shall, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments. The Contractor shall not delay the Project whilst awaiting a response.

53. Progress of Project and Project Milestones

The work comprising the Project shall be carried out by the Contractor, in accordance with the order of the Project Milestones as given herein below and the Contractor shall be raising their periodic bills, upon completion of each Project Milestone on the Authority. The Project Milestones and its respective payment milestone is as follows:

Sl. No.	Project Milestone	Corresponding Payment Milestone
1.	New Building of liquid Manufacturing and Store: On approval of Design Basis Report (DBR) for other Services, Design Details. (e.g. S & P Works, Water Supply, Fire, Power, Electrical facilities, Waste Water Disposal, Roads, Pavement, Drains, Landscaping etc.) including approval of the drawing & procurement of clearance from statutory bodies like Municipality, Panchayat, Fire, Pollution Control Board.	7.5% of Contract Price
2.	New Building of liquid Manufacturing and Store: RCC Pile Foundation/RCC shallow foundation, strip footing, isolated/raft foundation etc. (including dismantling of existing structures where required).	7.5% of Contract Price
3.	New Building of liquid Manufacturing and Store: RCC frame superstructure of above Ground floor roof structure staircase head rooms etc. complete in all respect and on completion of Brick/AAC Block work of the entire Ground	15% of Contract Price

	floor of building.	
4.	New Building of liquid Manufacturing and Store : RCC frame superstructure of above roof structure like overhead tanks, LMR, & staircase head rooms etc. complete in all respect and on completion of Brick/AAC Block work of the entire building from ground floor to top floor including mummy.	15% of Contract Price
5.	Installation and Validation of Water System including total water supply line	15% of Contract Price
6.	New Building of liquid Manufacturing and Store: Completion of Manufacturing with Installation & Validation of HVAC, Water System, Compressed Air, drainage System etc along with facility.	10% of Contract Price
7.	QC Laboratory: Demolition of Existing Liquid Manufacturing Section and Set of QC Laboratory along with Installation & Validation of HVAC, Water System, Compressed Air, drainage System etc.	10% of Contract Price
8.	Oral Solid Dosage: Demolition of Existing Tablet Section and Set up of New Tablet Section & ORS Section along with Installation & Validation of HVAC, Water System, Compressed Air, drainage System etc.	10% of Contract Price
9.	Beta-lactam Capsules Section and Packing Materials Stores: Demolition and Set up of Beta-lactam Capsules Section and Packing Materials Stores along with Installation & Validation of HVAC, Water System, Compressed Air, drainage System.	10% of Contract Price

54. Progress Reports

Unless otherwise stated, fortnightly progress reports shall be prepared by the Contractor and submitted to the Authority in three copies. The first report shall cover the period up to the end of the first calendar month following the date of Commencement of Works. Reports shall be submitted fortnightly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all Works which is known to be outstanding at the scheduled date of completion of the Works.

Each Report shall include:

- charts and detailed descriptions of progress, including each stage of design, procurement, manufacture, delivery to site, construction, erection, testing, commissioning and trial operation;
- photographs and videographies showing the status of progress at the site;

- (c) the details described in the Contractor's records;
- (d) copies of quality assurance documents, test results and certificates of materials;
- (e) safety statistics, including details of any hazardous incidents and activities;
- (f) comparisons of actual and planned progress, with details of any events or relating to environmental aspects and public relations; and circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

55. Terms and Mode of Payment

- (i) Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of Contract in the following manner.
- (ii) The Contractor shall not be entitled to any interest on payments under the Contract.
- (iii) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Contractor at rates as notified from time to time.
- (iv) The payment of bills of the Contractor shall be made by the Authority in INR (Indian National Rupee).
- (v) The periodic bills would be raised by the Contractor on the Authority, in the following manner:

Sl.	Work undertaken	Bill value
1.	Upon completion of 20% of the Contract Price	15% of Contract Price
2.	Upon completion of 40% of the Contract Price	15% of Contract Price
3.	Upon completion of 60% of the Contract Price	15% of the Contract Price
4.	Upon completion of 80% of the Contract Price	15% of the Contract Price
5.	Upon completion of the entire Works	Balance 40% of the Contract Price

- (vi) While claiming payment, the Contractor is also to certify in the bill that the payment being claimed is strictly in terms of the Contract and all the obligations on the part of the Contractor for claiming that payment has been fulfilled as required under the Contract.
- (vii) The Works shall not be deemed to have been completed unless the "final bill" in respect thereof shall have been passed and certificate for payment by the Engineer-in-Charge has been issued.
- (viii) The Engineer-in-Charge shall pass the "final bill" and certify thereon, within a period of 45 (forty five) days with effect from the date of submission thereof by the Contractor, the amount payable to the Contractor under this Contract and shall also issue a separate

certificate of completion of work to the Contractor within the said period of 45 (forty five) days. The certificate of Engineer-in-Charge whether in respect of the amount payable to the Contractor against the "final bill" or in respect of completion of work shall be final and conclusive against the Contractor. However, the Performance Security of the Contractor held by the Corporation shall be refunded to the Contractor once the Defects Liability Period is over.

56. Defects Liability Period

Performance requirements of the Works completed is as per detailed specifications and standards specified and to be adhered to strictly. In case of deficiency, the same is to be rectified / redone to meet the specifications at the risk and cost of the Contractor within a period mutually agreed between the Authority and the Contractor subject to a maximum period of 1 month.

The Contractor shall be liable to rectify all defects in the Works done by the Contractor under this Contract, or from any act or omission of the Contractor for a period of 12 months from the date of taking over of the Works by the Authority.

57. Liquidated Damages

If the Contractor fails to complete the Works within the time of completion, the Authority shall, without prejudice to other rights and remedies available to the Authority under the Contract, deduct from the Contract Price, as Liquidated Damages a sum equivalent to 0.5% per week of delay or part thereof until the date of successful completion of the Works to the satisfaction of Engineer-in-Charge, subject to a maximum of 10% of the total Contract price. Once the maximum delay has been committed by the Contractor, the Authority may proceed for termination of the Contract, in accordance with Clause 62, without prejudice to the Authority's right to terminate the Contract even prior thereto for breach by the Contractor.

No Liquidated Damages shall be imposed on the Contractor by the Authority, without giving a reasonable opportunity to the Contractor to explain the reason behind its delay.

58. Delay in the Contractor's performance

The Contractor shall perform the Works under the Contract within the time of completion as provided in the e-NIT. Subject to Clause 60 - "Force Majeure", any unexcused delay by the Contractor in maintaining its contractual obligations towards execution of Works shall render the Contractor liable to any or all of the following sanctions:

- (i) Imposition of Liquidated Damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

When the time of completion is extended due to failure of the Contractor to complete the Works within the time of completion, the amendment letter extending the time of completion shall, inter alia, contain the condition that no increase in Contract Price on account of any ground,

whatsoever, including any stipulation in the Contract for increase in price on any other ground and also including any enhancement of taxes or duties which may be levied in respect of the Works specified in the Contract, shall be admissible.

59. Dispute Resolution Mechanism

Any dispute between the parties arising out of or relating to this Contract which cannot be resolved through good faith or negotiation shall be settled by arbitration, in terms of the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be held at Kolkata only and shall be settled by a sole arbitrator to be appointed by the Hon'ble High Court at Calcutta. The award of the arbitrator shall be binding on both the parties. Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, both the parties shall continue to perform all of their obligations under the Contract without prejudice to a final adjustment in accordance with such award.

60. Force Majeure

Notwithstanding, any other provisions above, the Authority shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor in fulfilling its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause/provision, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pestilence, quarantine restrictions, strikes excluding by its employees and lockouts excluding by its management.

61. Indemnification

- (i) The Contractor shall indemnify, defend and hold the Authority harmless against any or all proceedings, actions and third-party claims arising out of a breach by the Contractor of any of its obligations under this Contract. This indemnity shall be limited in respect of making harmless to the Authority against all actions, suits, claims and demands brought or made against it, in respect of anything done or committed to be done by the Contractor in execution of or in connection with this Contract and against any loss or damage to the Authority in consequence to any action or suit, or a legal proceeding, being brought against the Contractor for anything done or committed to be done in the execution of this Contract. The Contractor will abide by the job safety measures prevalent in India and will free the Authority from all demands or responsibilities arising from accidents or loss of life, on account of the Contractor's negligence and responsibility. The Contractor will pay all indemnities arising from such incidents without any extra cost to the Authority and will not

hold the Authority responsible or obligated. The Authority may at its discretion and entirely at the cost of the Contractor defend such suit.

- (ii) The Authority and the Contractor, its servants, employees and servants shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto, in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.
- (iii) The Contractor shall not use such documents, data and other information received from the Authority for any purpose unrelated to the Contract. Similarly, the Contractor shall not use such documents, data and other information received from Contractor for any purpose other than the performance of the Contract.
- (iv) The obligation of a party under the two foregoing sub-clauses shall not apply to information that:
 - (a) Now or hereafter enters the public domains through no fault of that party;
 - (b) Can be proven to have been possessed by that party at time of disclosure and which was not previously obtained, directly, from the other party, or
 - (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

62. Termination for default

- (i) The Authority, without prejudice to any other contractual rights and remedies available to it (the Authority), may, by written notice of default sent to the Contractor, terminate the Contract in whole or in part, if the Contractor fails to complete the construction of the Works within the time of completion or fails to perform any other contractual obligation(s) within the time of completion specified in the Contract; or within any extension thereof granted by the Authority, or there has been a material breach in any declaration by the Contractor, in terms of the Contract.
- (ii) In the event, the Authority terminates the Contract of the Contractor in whole or in part, the Corporation may undertake completion of the unfinished Works, in such terms and conditions and in such manner as it deems fit at the Contractor's risk and cost and the Contractor shall be liable to the Authority for the extra expenditure, if any, incurred by the Authority for undertaking such construction, directly or indirectly, through any agency.
- (iii) Unless otherwise instructed by the Authority, the Contractor shall continue to perform the Contract to the extent not terminated.

63. Termination for insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Authority reserves the right to terminate the Contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the Authority.

64. Waiver

Waiver, including partial or conditional waiver, by either party of any default by the other party in observance and performance of any provision of or obligations under this Contract:-

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the party; and
- (c) shall not affect the validity or enforceability of this Contract in any manner.

Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation there under nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

65. Severability

If for any reason whatever, any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be subject to Dispute Resolution Mechanism set forth under this Contract or otherwise.

66. Third Parties

This Contract is intended solely for the benefit of the parties and their respective successors and permitted assigns, and nothing in this Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a party to this Contract.

67. Successors and Assigns

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

- 68. **Language** : notices required to be given by one party to the other party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.



GLUCONATE HEALTH LIMITED

(A GOVT. OF WEST BENGAL UNDERTAKING)

Under Health & Family Welfare Department, Government of West Bengal

H.O.&R.O.: 2, DurgaCharan Doctor Lane, Kolkata -700 014.

SECTION – 4

BIDDING FORMS (BDF)

Tender Ref. No.NIT/PT-21/26-27

Date: 27.08.2026

SECTION – 4

BIDDING FORMS

FORM - 1

LETTER OF TECHNICAL BID IN FORM OF AFFIDAVIT

(To be affirmed on Non-Judicial Stamp Paper of appropriate value duly attested by Notary / Magistrate)

Name of Contract:

Upgradation of Plant/Manufacturing Facilities Project as per approved project design and drawing

Managing Director,
Gluconate Health Limited,
2, DurgaCharan Doctor Lane,
Kolkata – 700 014.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda/Corrigenda issued in accordance with Instructions to Bidders (ITB).
- (b) We offer to execute in conformity with the Bidding Documents the following Works, namely:
 - (i) Demolition Works, as detailed in the BOQ
 - (ii) General Construction Works, as detailed in the BOQ
 - (ii) Plumbing Works, as detailed in the BOQ
 - (iv) Clean Room Works, as detailed in the BOQ
 - (v) Supply, Installation, Testing and Commissioning of Laboratory Furniture, as detailed in the BOQ
 - (vi) Flooring Works, as detailed in the BOQ
 - (vii) PU Flooring Works, as detailed in the BOQ
 - (viii) Supply, Installation, Testing and Commissioning of Equipment, as detailed in the BOQ
 - (ix) HVAC Works, as detailed in the BOQ
 - (x) VRV Works, as detailed in the BOQ
 - (xi) RO Piping Works, as detailed in the BOQ
 - (xii) PW Pipeline Works, as detailed in the BOQ
 - (xiii) Compressed Air Pipe & and Accessories Fitting Works, as detailed in the BOQ
 - (xiv) Low Pressure Steam Works, as detailed in the BOQ
 - (xv) Electrical Works, as detailed in the BOQ
 - (xvi) Effluent Treatment Plant Works, as detailed in the BOQ

- (c) Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of 365 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (e) Our company/ partnership firm has been incorporated in accordance with the laws of India and governed by them.
- (f) Our company/ partnership firm, including its suppliers, do not have any conflict of interest in accordance with ITB 4.3.
- (g) Our company/ partnership firm, is participating as a bidder having satisfied the eligibility criteria in accordance with ITB 4.1.
- (h) Our company/ partnership firm, its affiliates or subsidiaries, including any suppliers for any part of the contract, has not been declared ineligible by GHL, any Department, Authority or body corporate under the Government of India or any State Government.
- (i) We agree to permit GHL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GHL.
- (j) We understand that:
 - (i) GHL can amend the scope and value of the contract under these Works.
 - (ii) GHL reserves the right to reject any application without assigning any reason.
- (k) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection /claim will be raised by the bidder.

Enclo:

1. Statutory Documents
2. Non Statutory Documents
3. Forms & Annexure duly filled up, signed & notarised (where applicable)

Date:

For.....(name of bidder)

Place:

(Signature)
(name of authorized signatory)
(designation)

FORM - 2

DECLARATION BY THE BIDDER

(Affidavit on Non-Judicial Stamp Paper of appropriate value duly attested by Notary / Magistrate)

This is to certify that We, _____, in submission of this offer confirm that:-

We have inspected the site of work and have made ourselves fully acquainted with local conditions in and around the site of work. We have carefully gone through the Instructions to Bidders (“ITB”) and all the documents, forms & annexures, etc. mentioned therein along with the drawing attached. We have also carefully gone through the ITB, Schedule of Requirements, General Conditions of Contract, forms & annexures etc. to be submitted duly filled up & notarized in the form of Affidavit, where applicable, and time of completion (which is sacrosanct) of the Works being the “Upgradation of Plant/Manufacturing Facilities Project as per approved project design and drawing”

- i) Our bid is offered taking due consideration of all factors including site information and conditions of the location of the existing factory as stated in the detailed Instructions to Bidders to execute the work up to the standards as laid out in Employer’s Requirements and other sections of ITB.
- ii) We understand that the work is being done on Turnkey basis and though we require approval at different stages of the work from the Employer / Employer’s Representative, such approval do not absolve owning up of responsibility incumbent to us for adequacy of design, standard of work and its safety, maintaining prescribed specification of the work and upholding secured movement of all the stakeholders inside the premises of the existing factory.
- iii) We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer.
- iv) We also agree to procure Plants and Machineries at our cost required for the work.
- v) We also agree to accomplish the job entrusted to us in the stipulated time laid out in ITB except situations not under our control.
- vi) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- vii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- viii) There is no subsisting order of ban/ blacklisting passed by any department, authority or body corporate of the Government of India or any State Government.
- ix) We have not been previously or presently under any breach of any erstwhile or existing contracts (including any breach of the provisions pertaining to the furnishing of bid security or performance guarantee) with any department, authority or body corporate of the Government of India or any State Government.
- x) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.

- xi) List of Works satisfying qualification criterion as indicated hereinafter, does not include any work which has been carried out by us through a subcontractor on a back to back basis.
- xii) The information and documents submitted with the bid by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- xiii) We understand that in case any statement/information/document furnished by us or to be furnished by me/us in connection with this offer, is found to be incorrect or false, appropriate proceedings for debarment and/ or blacklisting may be commenced against us.

Date:
Place:

For.....(name of bidder)

(Signature)
.....(name of authorized signatory)
.....(designation)

PROFORMA

Similar nature of work done			
Sl. No.	Name of the work with Tender No.	Employer & Contact no	Estimated Amount

Note:

- In support of having completed above Works, attach self-attested copies of the completion certificate from the client indicating the name of work, the description of work done by the bidder, date of start, date of completion (contractual & actual), value of contract as awarded and as executed by the bidder and value of material supplied free by the client, along with client certificates evidencing payment of at least 80% of the completed above works shall have to be submitted.
- Information must be furnished for works carried out by the bidder in his own name as a prime contractor or proportionate share as member of a joint venture. In the latter case, details of contract value including extent of financial participation by partners in that work should be furnished.
- If a bidder has got a work executed through a subcontractor on a back to back basis, the bidder cannot include such a work for his satisfying the qualification criterion even if the client has issued a completion certificate in favour of that bidder.
- Only similar works completed during the previous years which meet the qualification criteria need be included in this list.

Date:
Place:

For.....(name of bidder)
(Signature)

.....(name of authorised signatory)

.....(designation)

FORM - 3**LETTER OF FINANCIAL BID**

Name of Contract:

Upgradation of Plant/Manufacturing Facilities Project as per approved project design and drawing

Managing Director,
Gluconate Health Limited,
2, DurgaCharan Doctor Lane,
Kolkata – 700 014.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda/Corrigenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) The total price of our bid is the sum total of the costs mentioned in the Bill of Quantities;
- (c) Our bid shall be valid for a period of 365 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (f) We understand that this bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Date:

For.....(name of bidder)

Place:

(Signature)
.....(name of authorised signatory)
.....(designation)

FORM -4**POWER OF ATTORNEY IN FAVOUR OF SIGNATORY OF THE BID***(To be executed on non-judicial stamp paper of appropriate value)*

KNOW ALL MEN BY THESE PRESENTS THAT WE,[insert the name of the bidder]..... a company within the meaning of the Companies Act, 2013/ a LLP within the meaning of the Limited Liability Partnership Act, 2006/ a partnership firm within the meaning of the Indian Partnership Act, 1932 (strike out and omit whichever is not applicable) and having its registered office/ office at[insert address](hereinafter referred to as the bidder) acting through[insert name of the person giving the Power of Attorney].....presently holding the position of (insert designation of the person giving the Power of Attorney) having been authorized by the Board of Directors of the company (only in case of bidder being a company)/ majority of Partners of the partnership firm (in case of bidder being a partnership firm)/ designated partners of LLP (in case of bidder being a LLP), inter alia, to execute contracts in the name of and for and on behalf of the company/ LLP/ partnership firm do hereby constitute, appoint and authorize (insert name, designation and residential address of the person to whom the Power of Attorney is being given)..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against Tender Ref. No. NIT/PT-19/26-27 dated __.08.2026 issued by GHL. We hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before GHL in connection with the bid for the said tender till the completion of the bidding process. We accordingly hereby nominate, constitute and appoint abovenamed person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

We do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this Power of Attorney and the acts of the attorney to all intents and purposes are done as if the same had been done on behalf of the company/ LLP/ partnership firm if these presents had not been made.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____
(Signature, name, designation and address)

Witnesses:

- 1.
 - 2.
- [Notarised]

Accepted

(Signature)

(Name, Title and Address of the Attorney)

FORM – 5**BOARD RESOLUTION IN FAVOUR OF SIGNATORY OF THE BIDDER**

The Board, after discussion, at the duly convened meeting on (insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “Tender Ref. No. NIT/PT-19/26-27 dated __.08.2026 for Upgradation of Plant/Manufacturing Facilities Project as per approved project design and drawing” issued by Gluconate Health Limited (hereinafter “the Corporation”), including signing and submission of all documents and providing information / responses to the Corporation, representing us in all matters before the Corporation, and generally dealing with the Corporation in all matters in connection with our bid for the said Works.

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

- 1) *This certified true copy should be submitted on the letterhead of the bidder, signed by the Company Secretary.*
- 2) *The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.*

FORM – 6**BIDDER'S INFORMATION SHEET**

To establish its qualifications to perform the contract in accordance with Section – 3 (General Conditions of Contract) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

	Bidder's Information
Bidder's legal name	
Bidder's year of constitution	
Bidder's registered address	
Bidder's authorized representative (name, address, telephone numbers, e-mail address)	
Attached are copies of the following original documents.	
☐ 1. Memorandum and Articles of Association and certificate of incorporation (company) or partnership deed (partnership firm) or partnership deed and certificate of incorporation (LLP), in accordance with ITB 4.1.	
☐ 2. Authorization to represent the company named in above, in accordance with ITB 17.1.	

FORM - 7**GENERAL CONSTRUCTION EXPERIENCE**

Each bidder must fill in this form

General Construction Experience				
Starting Month Year	Ending Month Year	Total number of years	Contract Identification and Name, Name and Address of Employer, Brief Description of the Works Executed by the bidder and the Value of the Contract	Role of bidder

FORM-8**FINANCIAL CAPACITY OF BIDDER***(On the letterhead of a qualified Chartered Accountant)*

Dated :[●]

Certificate of Financial Capacity

We certify that _____, which is a company within the meaning of the Companies Act, 2013, / a LLP within the meaning of the Limited Liability Partnership Act, 2008/ a partnership firm within the meaning of the Indian Partnership Act, 1932 as per its audited books of accounts, has the following Turnover in the last three financial years:

Financial Year	Turnover
2024-2025	
2023-2024	
2022-2023	

We further certify that the said Turnover have been calculated in accordance with the formula specified in the Bidding Documents.

We further certify that the bidder has a positive net worth, as on the date of submission of the bid, as per the formula provided in the Bidding Documents.

Name of Chartered Accountant:

Seal of Chartered Accountant:

UDIN:

FORM - 9
(FORM OF NOTIFICATION OF AWARD)
(BY SPEED POST)
(On the letter head of GHL)

No. : _____ /

Dated :

To

Name & Address of the bidder

Dear Sirs,

Sub: Tender Ref. No.NIT/PT-21/26-27 dated.08.2026for Upgradation of Plant/Manufacturing Facilities Project as per approved project design and drawing

Ref: Your tender dated _____ .

This is to notify you that your bid for the work under reference has been accepted by the Competent Authority of _____ for a Contract Price of Rs. _____/- (Rupees _____ only).

Pursuant to Clause 8 of the GCC, you are required to furnish irrevocable Performance Security for an amount equivalent to 10% (ten percent) of the Contract Price. The Performance Security of an amount of Rs. _____/- (Rupees _____ only) is thus required to be submitted within 14 (fourteen) days of issue of this Notification of Award.

The time of 6(six) months allowed for execution of the Project will be reckoned from the date of this Notification of Award.

You are requested to contact _____ (complete designation and address of the project-in-charge/ Employer's Representative) for execution of the contract.

The Form of Agreement to be executed is being sent to you shortly. Kindly ensure that the same is returned to us duly signed at the earliest and not later than 21 (twenty one) days from the receipt of the Form of Agreement. It may be noted that no payment shall be made for any work carried out by you till the Agreement is executed and till such time the Performance Security has been submitted by you.

This Notification of Award is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

Kindly note that this Notification of Award shall constitute a binding contract between us pending execution of formal Agreement.

Your letter referred to above shall form part of the Contract.

Yours faithfully,
For Gluconate Health Ltd.

Managing Director

FORM – 10**FORM OF AGREEMENT**

(ONNONJUDICIAL STAMPPAPEROF APPROPRIATE VALUE)

THIS AGREEMENT is made on this ____ day of Two Thousand and Twenty Six between Gluconate Health Limited(GHL) herein after called the“Authority”(which expression shall, wherever the context so demand so requires, include their successors in office and assigns) of the One Part and herein after called the “Contractor”(which expression shall wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS the Authority is desirous that the Works pertaining to Upgradation of Plant/Manufacturing Facilities Project as per approved project design and drawing, should be executed and has by Notification of Award dated _____ accepted a tender submitted by the Contractor for the Works at a total Contract Price of Rs. _____/-(Rupees _____ only).

NOWTHISAGREEMENT WITNESSETH as follows :-

1. In this Agreement, words and expressions shall have the same meaning as respectively assigned to them in the General Conditions of Contract herein after referred to.

2. **Documents**

ThefollowingdocumentsinconjuctionwithAddenda/CorrigendatoBiddingDocuments shall be deemed to form and be read and construed as part of this Agreement viz.

- i. Notice Inviting e-Tender
- ii. Instructions to Bidders
- iii. General Conditions of Contract
- iv. Bidding Forms
- v. Schedule of Requirements

3. **Previous Communications**

This document constitutes the entire Contract between the parties and supersedes all previous communications, whether or a written, in relation to the Project to be undertaken in accordance with the Contract.

4. **Execution of Works**

In consideration of the payment to be made by the Authority to the Contractor as herein after mentioned, the Contact or hereby covenants with the Authority to execute, complete, remedy defects the rein and maintain the Works in conformity in all respects with the provisions of the Contract.

5. **Payment**

The Authority hereby covenants to pay to the Contractor in consideration of the execution, completion, remedying of any defects herein and maintenance of the Works, the Contract Price or such other sum as may be come payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

6. **Commencement of the Project**

This Contract will remain in effect from and expire on _____

Unless terminated earlier in accordance with the provisions of the Contract.

7. **Acknowledgement**

The Contractor shall confirm acceptance of the terms of this Contract by signing and returning to GHIL the duplicate copy enclosed herewith within a period of 21 days from date of receipt of Notification of Award.

IN WITNESS whereof the parties hereto have caused their respective hands to be hereunto affixed the day and year first above written.

_____ In the capacity of _____.

FORM – 11**FORM OF PERFORMANCE SECURITY BANK GUARANTEE**

In consideration of the Authority having agreed under the terms and conditions of contract made vide its Notification of Award No.-----dated ----- between Gluconate Health Limited (the Authority) represented by its Managing Director and (hereinafter called "the said Contractor) for Upgradation of Plant/Manufacturing Facilities Project as per approved project design and drawing at 1, Health Institute Road, Dum Dum Cantonment, Kolkata 700065 in the State of West Bengal on Turnkey Basis (herein after called the said Agreement") the Contractor having agreed to production of an irrevocable Bank Guarantee for Rs. ----- (Rupees ----- Only) as a Security/Guarantee for compliance of its obligations in accordance with the terms and conditions in the said Agreement:

1. We ----- (indicate the name of the Bank) (hereinafter referred to as "the Bank" hereby undertake to pay to the GLUCONATE HEALTH LIMITED. (GHL), an amount not exceeding Rs. ----- (Rupees -----only) on demand by GHL.
2. We -----(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from GHL for and on behalf of the Authority as an Agent/Power of Attorney Holder stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees -----only).
3. We, the said Bank further undertake to pay to the Authority represented by GHL and on and on behalf of the Authority as an Agent/Power of Attorney Holder any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liabilities under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
4. We ----- (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect for a period of 12 months from the date of issue and upon being extended for similar periods of 12 months each, it shall continue to be enforceable till all dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority's Representative on behalf of the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee.
5. We ----- (indicate the name of the Bank) further agree with the Authority, that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time

to time any of the powers exercisable by the Authority against the said Contractor(s) and to forbear from or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Authority or any indulgence by the Authority to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of GHL. For this purpose, the beneficiary GHL would inform the Bank of their authorized signatories together with the specimen signatures.
8. This Guarantee shall be valid up to a period of 12 months from the date of issue unless extended on demand by the Authority. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. ----- (Rupees ----- Only) and unless a claim in writing is lodged with us within the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)".

Note: To be put in sealed cover by Bank and addressed to the concerned officer of GHL.

On behalf of M/s. _____ (The Contractor)

In the presence of

Witnesses (Signature, Name & Designation)

- 1.
- 2.

For and on behalf of GHL _____

In the presence of (The Authority)

Witnesses (Signature, Name & Designation)

- 1.
- 2.



GLUCONATE HEALTH LIMITED

(A GOVT. OF WEST BENGAL UNDERTAKING)

Under Health & Family Welfare Department, Government of West Bengal

H.O.&R.O.: 2, DurgaCharan Doctor Lane, Kolkata -700 014.

SECTION – 5

Schedule of Requirements (SRQ)