



मैनूअल सीमित निविदा के लिए” डुमायने एवेन्यू, एसएमपी, कोलकाता में बंगला नंबर 2 (भूतल और ऊपरी मंजिल दोनों) के एयर कंडीशनिंग सहित केपी डॉक्स और इलेक्ट्रिकल इंस्टॉलेशन कार्य के तहत नंबर 2 डुमायने एवेन्यू ऑफिसर्स क्वार्टर के फेस लिफ्टिंग सहित पूरी तरह से नवीनीकरण”

**MANUAL LIMITED TENDER FOR “Thorough renovation including face lifting of No. 2 Dumayne Avenue Officers’ Quarters under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata”**

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**Civil Engineering Department  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**TENDER NO. : SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022**

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**Syama Prasad Mookerjee Port, Kolkata**  
**Civil Engineering Department**

**1.0 NOTICE INVITING TENDER**

**NIT NO. : SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022**

**Manual Limited Single cover Tender** is invited from reliable, bonafide Contractors of repute of SMP,Kolkata (KoPT) with required experience as per Prequalification criteria stipulated in Tender Document for **“Thorough renovation including face lifting of No. 2 Dumayne Avenue Officers’ Quarters under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata”** as per Bill of Quantities

**SCHEDULE OF TENDER (SOT)**

a. NIT NO.	<b>SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022</b>
b. MODE OF TENDER	The intending bidders are required to submit their offers in Physical tender mode to SYAMA PRASAD MOOKERJEE PORT, KOLKATA. at the Office of the Superintending Engineer, Contract KOLKATA, ১৫, স্ট্র্যান্ড রোড ,কোলকাতা- 700001/15, Strand Road, Kolkata-700001. Tender document to be downloaded from the website of SYAMA PRASAD MOOKERJEE PORT, KOLKATA & to be submitted with all the required documents , signature etc. at the office of of the Superintending Engineer, Contract
c) i) Estimated Cost Of Work  ii) Earnest Money Deposit  iii) Tender Document fee ( <b>non-refundable</b> )	<b>Rs. 1,20,92,701.38 (Rupees one crore twenty lakh ninety two thousand seven hundred one and paise thirty eight only)</b> <b>Rs. 2,41,860.00 (Rs. two lakh forty one thousand eight hundred sixty only)</b>  The intending bidders should submit The manual limited tender cost of <b>Rs.1770/- (Rupees one thousand seven hundred seventy only) including @18% GST</b> to SMP, Kolkata through DD/Banker’s Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12.
d. Date of NIT available to parties	<b>22.11.2022 to 25.11.2022 (up to 12:00 hrs.)</b>
f. Pre – Bid Meeting date & Time	No Pre-bid meeting
g. Last date of submission of Tender Document fee.	<b>25.11.2022 (up to 13:00 hrs.)</b>
h. Date of Starting of Tender for submission of Techno-Commercial Bid and price Bid	<b>22.11.2022 (From 15:00 hours onwards) at the Contract Division office under Chief Engineer.</b>

i. Date of closing of tender for submission of Techno-Commercial Bid & Price Bid.	<b>25.11.2022 (Up to 13:00 P.M.)</b>
j. Date & time of opening of Techno-Commercial Bid and Price Bid.	<b>25.11.2022 after 14:00 hrs. (Both the Techno Commercial Part &amp; Financial Part will be opened on the same date)</b>

**Note:** In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

**List of Annexures**

Important Instructions	: - Annexure - A
Commercial Terms & Conditions	: - Annexure - B
Techno Commercial Bid	: - Annexure - C
List of Scanned Documents required to be submitted :- Annexure – D (Document consisting Annexure A to Annexure D To be treated as Techno Commercial Part)	
Price Bid (Financial Part)	: - Annexure – E
General Conditions of Contract	: - Annexure – F

**Chief Engineer**  
**SYAMA PRASAD MOOKERJEE PORT,**  
**KOLKATA**  
Tender Inviting Authority

**2.0 Important Instructions for Tender****Contact Persons (Syama Prasad Mookerjee Port, Kolkata):**

1. P. Dutta, Superintending Engineer(Contract)  
 3. S. Das, Engineer(Contract) M.No. 9830621827

Phone no. **03371012486,03371012398**  
 e-mail :- **p.dutta@kolkataporttrust.gov.in &  
 cecontract@kolkataporttrust.gov.in**

1	All entries in the manual limited tender should be entered in Technical & Commercial Formats without any ambiguity.
2	Tender cannot be submitted after the due date and time mentioned in NIT.
3	SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the manual limited tender in full or part as the case may be without assigning any reason thereof.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must submit all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the manual limited tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire manual limited tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda". <b>A declaration in this regard is to be made by the bidder.</b>
9	(A) Tender will be opened on specified date and time as mentioned in the NIT. Bidder's can witness the opening of Bid

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

**Office of the Chief Engineer,**

**Head Office Building, 15, Strand Road,**

**Kolkata 700 001.**

**Tele – 033 2230-3451 Extension: 398,399,400**

**Fax - (033) 2230-0413**

**E-mail id: sk.halder@kolkataporttrust.gov.in &  
cecontract@kolkataporttrust.gov.in**

### **3.0 Commercial Terms & Conditions**

SL. NO.	TERMS
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- 1 Mere participation in the tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.
- 2 Copy of valid NSIC Certificate or Mse Certificate under **MSME** has to be submitted along with the bid.
- 3 EARNEST MONEY : As Per NIT
- 4 Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME for items for which the manual limited tender is invited.
- 5 **SCOPE OF WORK :**  
As per Tender Document
- 6 The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
- 7 The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer , SYAMA PRASAD MOOKERJEE PORT, KOLKATA, thereon shall be final and binding upon all parties.

- 8 The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the manual limited tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the manual limited tender.

9

The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.

- 10 The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.

- 11 Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.

- 12 Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Chief Engineer/**Superintending Engineer (KPD)** or his authorized representative at his office at 15, Strand Road, Kolkata 700001 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

- 13 **VALIDITY :**

The manual limited tender shall remain open for acceptance for a period of **4 months** from the date of opening of techno-commercial bid.

If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

- 14 **NON- RESPONSIVE BIDDER :-**

The offer/tender shall be treated as non-responsive, if it :

- (i) is not accompanied by requisite earnest money /valid NSIC Registration Certificate /MSME Registration Certificate.
- (ii) is not accompanied by requisite manual limited tender paper cost / or valid NSIC/MSME Registration Certificate.
- (iii) validity of the offer is less than tender stipulation,
- (iv) does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from The manual limited tender terms & conditions.

In addition to above, a bidder may be disqualified if –

- a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and binding on the Bidder.

Offer / tender is submitted with any deviation from The manual limited tender terms & conditions.

- 15 EARNEST MONEY AND SECURITY DEPOSIT :  
SD as per tender Document
- 16 Performance Guarantee : Not Applicable
- 17 In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' **apart from other actions.**
- 18 PRICES: As per BOQ given in The manual limited tender document.
- 19 The bidder shall quote his price as per the Bill of Quantities in the Price bid
- 20 Orders may be placed in full/part to the lowest bidder.
- 21 Price(s) to be quoted should remain firm over the contract period.
- 22 **The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.**
- 23 **EVALUATION CRITERIA: As per relevant clause of Tender document.**
- 24 PAYMENT: As per Tender document.
- 25 Location: As per Tender document.
- 26 Time of Completion: As per Tender document.
- 27 Work is to be carried out as per terms & condition of the contract document.

28 JURISDICTION OF COURT :

The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.

PERSONAL PROTECTIVE EQUIPMENT (PPE):

- 29 Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises. For safety measure Cl. No.25, page-23 may be referred to.
- 30 Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.



- 31 Price adjustment clause: As per Tender document.
- 32 Technical capacity: As stipulated in Tender document.
- 33 Financial capacity: As stipulated in Tender document.
- 34 DOCK PERMITS : As per tender document.
  
- 35 The bidder may offer a Bank Guarantee in the Trustees' specified proforma from any Scheduled/ Nationalized Bank of India having Branch at Kolkata in lieu of Earnest Money /Security Deposit beyond **Rupees 10 (Ten) lakhs**.

**Besides the above conditions all other conditions as stated in  
the NIT, BOQ, Special Conditions of Contract, Instruction to  
The manual limited tenderers, G.C.C. shall have to be agreed by the Bidders.**

15, Strand Road, Kolkata - 700001

NIT No.: **SMPK/KDS/CIV/T/2716/75** Dt.22.11.2022

**NOTE: Last Date of Purchase of tender documents : 25.11.2022 (up to 12-00 hours)**

**Tender is due for submission by 13:00 P. M. On 25.11.2022**

## Techno Commercial Bid

मैनूअल सीमित निविदा के लिए” डुमायने एवेन्यू, एसएमपी, कोलकाता में बंगला नंबर 2 (भूतल और ऊपरी मंजिल दोनों) के एयर कंडीशनिंग सहित केपी डॉक्स और इलेक्ट्रिकल इंस्टॉलेशन कार्य के तहत नंबर 2 डुमायने एवेन्यू ऑफिसर्स क्वार्टर के फेस लिफ्टिंग सहित पूरी तरह से नवीनीकरण”

**MANUAL LIMITED TENDER FOR “Thorough renovation including face lifting of No. 2 Dumayne Avenue Officers’ Quarters under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata**

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**SHORT TENDER NOTICE**

Manual limited Tender is invited from the bonafied contractors of repute of SMP, Kolkata (KoPT) ] with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Syama Prasad Mookerjee Port, Kolkata.

<b>Name of work</b>	:	<b>Thorough renovation including face lifting of 2 no Dumayne Avenue officers' Quarter under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata</b>
<b>NIT No</b>	:	<b>SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022</b>
<b>Estimated Cost</b>	:	<b>Rs. 1,20,92,701.38 (Rupees one crore twenty lakh ninety two thousand seven hundred one and paise thirty eight only)</b>
<b>Period Of Execution</b>	:	<b>45 (forty five) days</b>
<b>Earnest Money</b>	:	<b>Rs. 2,41,860.00 (Rs. two lakh forty one thousand eight hundred sixty only)</b>
<b>Date and Time for pre-bid meeting &amp; site visit</b>	:	<b>No pre bid meeting</b>
<b>Last date of submission of manual limited tender and opening of Manual limited tender</b>	:	<b>Submission on 25.11.2022 Up to 13:00 hrs. Opening on 25.11.2022 after 2:00 P.M. (Both the Techno Commercial Part &amp; Financial Part will be opened on the same date)</b>
<b>Cost of Tender Document (Non-refundable)</b>	:	<b>Rs.1770/-(Rupees one thousand seven hundred seventy only) including @18% GST)</b>
<b>➤ Contact Person.</b>	:	<b>P.Dutta, Superintending Engineer(Contract) S. Das, Engineer(C) M.No 9830621827 03371012486, ,03371012398</b>

#### 4.0: INSTRUCTIONS TO BIDDER

**Manual Limited Tender for “Thorough renovation including face lifting of 2 no Dumayne Avenue officers’ Quarter under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata.**

**NIT NO : SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022**

##### 1.0 GENERAL

The work as described in The manual limited tender shall be executed in Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, and Drawings (if any) & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the **Superintending Engineer (KPD)** on any working day before quoting for The manual limited tender.

2.0 Earnest money and cost of tender paper are to be physically deposited at the office of Chief Engineer at 15, Strand Road, Kolkata-700 001 by vendors/contractors through Bank Draft/Banker’s Cheque/Demand Draft/Pay Order etc. **On any scheduled/nationalised Bank**, in favour of Syama Prasad Mookerjee Port, Kolkata, payable at Kolkata.

2.1 Details of cost of tender paper remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Bank Draft / Cheque No. :

2.2 Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Bank Draft / Cheque No. :

Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection.

##### 3.0 **MODE OF SUBMISSION OF BID :**

3.1 All bidders must submit their offers in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

3.2 A Bid shall contain the following *scanned copies* of which are to be uploaded (Refer Annexure D):-

- i) GST registration certificate.
- ii) Valid Trade Licence (Valid for current period & also for type of work).

- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- vi) Details of the firm as per Schedule-O (in Part-I) of The manual limited tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover **2019-20, 2020-21 and 2021-22). The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.**
- ix) PAN Card
- x) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents/valid NSIC certificate
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India(**to be mentioned in the letter head of the Firm**).
- xiii) Self-declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work(**to be mentioned in the letter head of the Firm**).
- xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule -T) in Part-I of The manual limited tender document.
- xv) Undertaking of The manual limited tenderer to be submitted as per enclosed Pro-forma (Annexure -D-1) in lieu of submission of signed copies of the full Tender document ,G.C.C,addenda & corrigendum **in the letter head of the Firm.**
- xvi) Last page of "Bill Of Quantities" & the "Form Of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

**N. B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.**

**N.B.-2** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**

3.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as afore-said.

#### 4.0 **SECURITY DEPOSIT:-**

**4.1** For the successful Bidder, the Earnest Money deposit will be converted to part of Security Deposit and the remaining security deposit will be recovered from the contractors each and every On-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in **Clause. 3.4, 3.5 & 3.6 of the General Conditions of Contract.**

**4.2** Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

#### 5.0 **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.**

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

#### 6.0 **REFUND OF EARNEST MONEY:-**

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after opening of Price bid (Part – II) of the e-Tender document.

#### 7.0 **VALIDITY OF OFFER:-**

The e-tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

#### 8.0 **DETAILED SCRUTINY OF E-TENDERERS :**

8.1 During the course of examination of Part-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids.

9.1 During techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case it :-

- (i) is not accompanied by requisite Earnest Money /NSIC /MSME Registration certificate.
- (ii) is not accompanied by requisite manual limited tender paper cost /NSIC /MSME Registration certificate.
- (iii) validity of the offer is less than tender stipulation,
- (iv) does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from The manual limited tender terms & conditions.

In addition to above, a bidder may be disqualified if –

9.2 a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and binding on the Bidder.

10. Statutory deductions will be made as applicable at the time of payment

11. For **Micro & Small Enterprises (MSEs) registered with NSIC & or MSME:-**

11.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) **or MSME** are exempted from depositing Cost of Tender Document and Earnest Money.

11.2 If Micro & Small Enterprises (MSEs) registered with **NSIC or MSME** intends to participate in The manual limited tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT.

**Otherwise their offer will not be considered.**

11.3 Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.

## **12.0 EVALUATION CRITERIA:-**

12.1 During evaluation of Part-II i.e. Price Part, provided that the bidder submits his offer following e-tender stipulations & specifications, **the overall lowest offer received** shall be considered for acceptance by the Trustees.

## **13.0 ACCEPTANCE OF TENDER:-**

13.1 Syama Prasad Mookerjee Port, Kolkata reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept The manual limited tender in part or as a whole.

13.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

13.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

## **14. MISCELLANEOUS:**

- i) Bidder shall submit his offer for complete scope of work, strictly in accordance with The manual limited tender documents. Any deviation from The manual limited tender documents and / or any in complete manual limited tender shall not be considered.
- ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
- iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- iv) All measuring units are in Metric System and rates and sums in the manual limited tender are in Indian Currency. The language used throughout shall be in English.
- v) The manual limited tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.

- vi) Enlisted/registered contractor of SMP, Kolkata will get the benefit of exemption of deposition of Earnest Money **up to the prescribed limit**. They are to upload the scan copy of the original T.R. issued to them by SMP, Kolkata during registration to SMP, Kolkata relating to **Permanent Security Deposit**.

- vii) The Bidder shall give a declaration about the names of their relations employed in Syama Prasad Mookerjee Port, Kolkata. It is not the intention to debar the Contractors from working if their relatives are working in Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.



## **5.0: SPECIAL CONDITIONS OF CONTRACT**

**TENDER FOR “Thorough renovation including face lifting of 2 no Dumayne Avenue officers’ Quarter under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata”**

### **1. GENERAL:**

These provisions though given in a separate section are part of the manual limited tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the manual limited tender documents viz. General Conditions of Contract, Notice Inviting Tenders, and Instructions to Bidder, Particular Specifications, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

### **2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:**

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- (a) Order letter.
- (b) Bill of Quantities.
- (c) Drawings.
- (d) Particular Specifications of work.
- (e) Special Conditions of Contract.
- (f) General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer, Syama Prasad Mookerjee Port, Kolkata, thereon shall be final and binding upon all parties. The execution of work shall conform minutely to the approved & assigned drawings & specification & any other details drawings which shall be provided /duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

### **3. PRE-QUALIFICATION CRITERIA FOR BIDDERS: -**

**i)** The intending bidder should have **successfully completed “ Civil Engineering Construction /Maintenance Works, and Valid Electrical License to be submitted for execution of Electrical part of the tender “** during the last 7 (seven) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:

Either **(i) 03 (Three)** completed works each costing not less than **40 %** of the estimated amount put to tender.

**Or (ii) 02 (Two)** completed works each costing not less than **50 %** of the estimated amount put to tender.

**Or (iii) 01 (One)** completed work costing not less than **80%** of the estimated amount put to tender.

ii) The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2022**, should be at least **30%** of the estimated amount put to tender. **The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.**

iii) Work experience as a sub contractor **shall not be** considered as the requisite qualification.

**Scope of Work:-**

**For Civil Work (Through renovation including face lifting of 2 no Dumayne Avenue officers Quarter under K.P.Docks)**

The objective of the work is to transform two Qtrs at Gr. Floor and 1<sup>st</sup> Floor of No. 2 Dumayne Avenue i to very high quality Guest House. The work comprises of Dismantling of Masonry, PCC & RCC works, anti-termite works, damp-proofing works of walls through grouting, wall & floor tiles, Brick work, Concrete work, R.CC Works, M.S. Structural works, Ceramic tiles in floors and walls, Striping out damaged plasters, Plastering, wood work, PVC door, wooden partition walls, removing loose scales, blisters etc, primer with synthetic enamel paint, Acrylic primer, Decorative Acrylic exterior and interior emulsion paint, colour wash, skin colour coated trapezoidal profile roof sheet, Structural works, plumbing and Sanitary works including Septic tank and Sock pit etc. and all other works as per BOQ/ as per actual requirement. The work also includes forwarding the taken out unusable materials to the Trustees' stores or any other suitable place including all appurtenant works as described and set forth in the Bill of Quantities together with all additional and varied works as may be necessary for successful completion of the work as per the Specifications for Materials and Workmanship all in accordance with the **General Conditions of Contract**, drawings if any, and as per the direction and satisfaction of the Engineer.

The work also include all appurtenant works as described and set forth in **Bill of Quantities, Special Conditions of Contract, Particulars Specification of works, Specification for materials & workmanship** with all additional or varied works which may thereafter be required in accordance with **Clause 7 of General Conditions of Contract**.

The intending tenderer shall inspect the site of work in consultation with the **Superintending Engineer, (KPD)** and acquaint himself with the nature of work before preparing his tender. His attention is drawn to **Clause No. 3.1** of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.

Unless otherwise specified, the work to be provided for by the contractor shall include but not be limited to the following:-

Provide proper services for office Upkeepment /cleaning works & supervision by contractor and supply of cleaning materials where labour is engaged for toilet cleaning.

**SCOPE OF WORK (FOR ELECTRICAL WORK) Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata**

The Scope of Work includes:

1. Supply, Installation, Testing and Commissioning of MCCB with enclosure and Distribution Boxes as per BOQ.
2. Earthing of Equipments and installation including treatment of soil, construction of earthing pits incl. supplying and connection with earth bus bar.
3. Supply & laying of 1.1 kV grade XLPE insulated PVC sheathed aluminium/copper conductor of suitable sizes as specified in BoQ, from CESC meter to DBs at site as per requirement. The work shall also include all labour, tools, tackles and survey of site.
4. Finishing of cables and wires with necessary glands and wire ends as specified in the BOQ.
5. Supplying & Fixing GI Modular Switch Board of different sizes complete with required accessories as per BoQ after cutting the brick wall incl. making earthing attachment, painting and mending good damages to building.
6. S&F of AC starter unit as per BOQ and making necy. connections.
7. Supply & Fixing Modular type plug socket, switch, plug top, regulator etc. and making nec connections.
8. Distribution wiring for light, fan, plug sockets, switch board, DBs, call bell etc. with suitable size copper wires as per BoQ.
9. Supply, installation, testing and commissioning of Light Fixtures/ fans with complete accessories in all respect as per technical specifications and BoQ.
10. Supply, installation and commissioning of Feeder Pillar Box.
11. Supply, delivery, installation and commissioning of Geyser/Electric water heater as per Technical Specifications & BOQ.
12. Supply, installation and commissioning of Split ACs including all accessories as per site requirement.
13. Preparing and submitting of three sets of "As Executed" drawing.

Including all appurtenant works as described and set forth in, Bill of quantities, Special Conditions of contract, Technical Specification of works, Specification of materials & Workmanship with all additional or varied works which may thereafter be required in Accordance with relevant clause of General Conditions of Contract and as per direction of The Engineer of the Contract. The intending tenderer shall inspect the site of work in consultation with the Engineer and acquaint himself with the nature of Work before preparing his tender. His attention is drawn to relevant clause of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions will be entertained.

Unless otherwise specified, the work to be provided for by the contractor shall include but not be limited to the following:-

- a) Provide all materials, supervision, services, scaffolding and temporary lighting as required for work purposes etc.

- b) Prepare and submit for review and assessment to the Engineer, the working drawings showing how the work is actually going to be done as may be required by him.
- c) The contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained.

Any work, considered required by the contractor and not mentioned hereunder, for successful completion of the project, is to be included in the item of bill of Quantity suitably, which should be finalized in the pre-bid meeting.

The work shall be carried out as per Indian Electricity Act, 2003, Central Electricity Authority (Measures relating to safety & electricity supply) Regulation ,2010 with latest revised IS code of Practice and relevant portion of National Building Code particularly with respect to safety requirements as per IS 16103 (Part I ) :2012 and also code of practice for fire safety of buildings (general): Electrical Installations, IS:1646: 1997. The fire alarm system must be planned, installed, operated and maintained in full protection in accordance with IS: 2189:2008 or latest amendment, if any.

The **Electrical Cable Layout Drawings, Single Line Diagram of installation, Detail drawing of LT Feeder Panel Box** etc. should be prepared by the Successful Tenderer and the same should be submitted to the Engineer for necessary approval, in triplicate, before installation. As built, cable layout drawings includes cable routes so laid with reference to permanent installation en-route, clearly marking position of the cable there at showing distance from such references at a suitable interval, where so available are to be provided.

## **TECHNICAL SPECIFICATION**

### **Cable**

Following size of XLPE insulated, overall PVC sheathed armoured Aluminium/ Copper conductor cable of approved make of 1100 volts grade conforming to IS: 7098(Part - I) / 1988 with latest amendment, are included under the scope of this tender

- (i) 3.5C x 120mm<sup>2</sup> XLPE insulated PVC sheathed unarmoured Al conductor cable
- (ii) 3.5C x 70mm<sup>2</sup> XLPE insulated PVC sheathed unarmoured Al conductor cable
- (iii) 4C x 16 mm<sup>2</sup> XLPE insulated PVC sheathed armoured Al conductor cable

± 5% variation will be allowed as per practice.

It shall be ensured that before dispatch, both ends of the cables are properly sealed to prevent ingress of moisture in the insulation. Direction of arrow must be marked on the cable drum.

### **Cable Laying**

Before laying of Power Cables, Cable Routes should be checked properly to avoid interference with the existing cables, structures, drains, pipings, etc. as far as possible and minor adjustments to be done to suit the field conditions, wherever deemed necessary, without any extra cost.

### **Laying Underground:-**

Cable shall be laid generally in accordance with IS:1255-1983. The average depth of trench for laying cable shall be as below:-

- i) Directly on ground - 0.75 m.
- ii) At road crossing - 1.00 m.

The trenches shall be excavated in reasonably straight line, and where there is a change in direction suitable curvature shall be provided with 12D radius where D is the diameter of the cable. Where gradients and changes in depth are unavoidable, this shall be gradual, except where otherwise directed by the Engineer. The cable shall be laid through HDPE pipe. After laying of the cable through HDPE pipe, the duct shall have to be filled up by sand. Where cables run in parallel, separate ducts as stated shall have to be provided. G.I. pipe shall have to be used where cable pass through walls, roads, drains, culverts, railway line etc. For one run of cable, one GI pipe is to be considered. In other word two or more run of cable will not pass through one pipe. The cable trench shall be filled back with riddled soil obtained from excavation. This shall be done in layer and compacted. Cable route marker shall have to be provided at a maximum distance of 20m. No additional payment will be made for cable route marker.

### **Laying on wall or structure:-**

Where cable shall be laid on wall or structure, the cable shall be laid by using MS Clamp of adequate strength and size. The maximum distance between clamps shall not be more than 400mm. The cable shall run as straight as possible. There shall be GI pipe protection of 1 meter from each floor level during vertical run. When the cable shall pass through wall/floor etc pipe protection shall have to be given.

Wherever cable shall be required to be laid inside the building, the cable shall be laid on perforated GI Tray of adequate size and mechanical strength. The tray shall be rigidly fixed on wall in a proper manner at suitable height using MS angle. The cable shall be fixed on tray using MS clamp of proper size and thickness at a distance should not be more than 300mm. In case cable pass from one building to another building; GI protection pipe of adequate size is to be provided with proper fixing. Neatness must be maintained.

**Laying through existing trench:-**

Cable shall be laid through existing heavy duty RCC/ Hume Pipe/ GI Pipe / Open masonry trench inclusive supply of RC covers, if required, setting them in order, mending good the damages filling the open masonry trench with dry sand. Cables should be handled carefully during installation to prevent mechanical injury to the cables. Ends of cables leaving trenches should be coiled and provided with a protective pipe or cover, until such times, the final terminations to the equipment are completed. After re-filling the trench with soil, rammed and levelled, Insulation Test of the cable should be carried out in presence of the Engineer. Any cable, which is found defective, should be replaced before the next group of cables is laid. All cables will be identified close to their termination points by Cable Number / Equipment Number, which will be punched on Aluminium Straps (approx. 2 mm. thick) securely fastened to the cable and wrapped around it. Type and size of the cable also to be punched on the Aluminium Straps. In unpaved areas, Cable Trenches should be identified by means of Cable Route Markers. These markers should be placed at location of changes in the direction of cables and at intervals of not more than 30 meters on fixed structure. All temporary ends of cables must be protected against dirt and moisture to prevent damage to the insulation. For this purpose, ends of the cables should be covered with PVC insulating tape.

Before energizing, the insulation resistance of every cable shall have to be measured. The contractor shall have to submit the detailed cable route diagram, with detailing of the HDPE pipe/Hume Pipes/ G.I. Pipes used, position of the Straight through Cable Joints etc. for checking at Engineer's end and subsequent approval of the same. As built drawing (in triplicate) of the above cable route shall have to be submitted after completion of the above work. Cable length should be measured jointly prior to giving clearance for earth back filling etc.

**Termination and Finishing :-**

Termination of cable shall have to be made by using suitable compression cable gland and sockets by crimping to the size of the cable

**Feeder Pillar Box**

The Feeder Pillar Box shall have the following arrangement:

- a. 415 V, 40 A, 4P, M.C.B. of breaking capacity 10 KA & C characteristics as incomer - 1 no.
- b. 4 no. 415V 32A 10KA TP MCB as outgoing,
- c. Supply & fixing of 3 nos. astronomical timer switch with contactor and bypass switch.

- d. Bus bar chamber consisting of 4 nos. copper tinned bars of size 25mm.x6mm.x suitable length - 1 set.
- e. Arrangement for providing earthing and cable end box for accommodating incoming cable.
- f. Making inter-connection with suitable size of copper wire / strip complete in all respect.

Feeder Pillar Boxes will be made of GI sheet having water proof protection fabricated from 2 mm thick sheet GI sheet and of size approved by Engineer with opening on both sides and double door arrangement on front opening side such that each compartment has separate door. The box shall be hot dip galvanised. Gland plate should be punched for entry of suitable size XLPE cable.

#### **Installation of Feeder Pillar Box:**

The Feeder Pillar boxes shall be installed on masonry platform of suitable height to be made by the contractor and should be grouted on the platform by suitable nuts & bolts after grouting the bolts in the masonry trench foundation. The Panels shall be checked for correct vertical position. All the wiring connections should also be checked with drawings and tightened. All openings should be sealed to avoid ingress of any foreign particles inside the panels. All the wiring, Bus Bars, other live parts, Incoming & Outgoing Cables should be checked with Megger. Supply of all materials including hardware materials, as required, is under the scope of the Contractor. The boxes shall be double earthed through earthing system.

#### **LT Distribution Board:**

Distribution Board with IP-43 protection along with Incomers and Outgoings as specified in the BOQ is to be provided. Terminal and Interconnection with suitable size of copper wire, extended terminals/spreader link sets and neutral link & provision for earthing attachment is to be provided.

**Installation:** Such DBs are required to be installed flushed on the wall with double earth protection. They are to be Installed, Tested and Commissioned with suitable arrangement mending good the damages to the original finish.

#### **Moulded Case Circuit Breaker (MCCB):**

- a) Rated normal current : As per BOQ.
- b) Impulse Voltage : 8 kV
- c) Rated Operational Voltage : 690 V AC
- d) Insulation voltage : 750 V AC
- e) Rated Frequency : 50 Hz.
- f) Particulars of Specifications to be complied with: IS/IEC: 60947 - 2(2003) or latest amendment.
- g) Type of mechanism: Double Break Type.
- h) Number of poles: As per BOQ.
- i) Rated short-circuit breaking current for 1 second: As per BOQ.
- j) Rated service short-circuit breaking capacity (Ics)= Rated breaking capacity (Icu)=100%.

#### **Exhaust Fan:**

300 mm. Sweep, 1400 RPM Heavy Duty Exhaust Fan suitable for use with 230 V (nominal), 50 Hz., AC single phase system. The Exhaust Fans should generally conform to IS: 2312 and complete with Frame, Blade, and continuously rated capacitor type single phase induction motor and all accessories. The Exhaust Fans should have double ball bearings, and the winding of the Motor must be of super enameled copper wire.

#### **Split 2T Room Air Conditioner:**

The split 2.0T AC as stipulated in the BoQ should have following specifications:

- a. Inverter AC (variable speed)
- b. 2.0Ton cooling capacity
- c. Copper coil condenser & Evaporator
- d. Indian Seasonal Energy Efficiency Ratio (ISEER)  $\geq 5.0$
- e. BEE Star Rating = 5
- f. Noise Level- As per IS:1391 or latest
- g. OEM should have valid BIS certification
- h. One year AC Machine Warranty with five years Compressor Warranty
- i. Remote Control with required no. batteries for each AC unit is to be provided.

#### **Earthing:**

All distribution boxes shall have to be earthed in accordance with the requirement of Indian Electricity Rules and IS 3043. Interconnections of two earth stations have to be done by 25 x 6 mm GI flats shall be used for same.

Earthing shall be provided with 50 mm dia GI pipe 3.64 mm thick x 3.00 Mts long and 1x4 SWG GI (Hot Dip) wire (4 Mts. Long), 13 mm dia x 80 mm long GI bolts, double nuts, double washers incl. S & F 15 mm dia GI pipe protection (1 Mt. long) to be filled with bitumen, partly under the ground level and partly above ground level driven to an average depth of 3.65 Mts. below the ground level & restoring surface duly rammed.

Masonry enclosure shall be provided on the top of earth electrode of overall size 86.36cm x 86.36cm x 46cm deep (below Ground level) complete with cemented brickwork (1:6) of 25 cm width duly plastered with cement mortar (inside) CI hinged inspection cover of size 35.56 x 35.56 cm with locking arrangement, GI reducer including drilling of 46 nos 12 mm dia holes on the GI pipe and treatment of soil by using salt & charcoal or coke for plate electrode.

**Other Items specifically not mentioned in the T.S.** shall be as per BOQ. Any other item required for installation but specifically not mentioned either in the BOQ or the T.S. like requisite length of MS Pipes, clamps and accessories shall be deemed to be included in the rates for installation of the items for which these items are intended. Tenderers are advised to build up the installation prices accordingly. Any claim in this regard on the plea that the item is not specifically mentioned shall not be entertained.

#### **List of Approved Makes**

Sl. No.	Item	Make
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1.	MCCB / MCB / DBs/ SDBs	ABB/ Siemens/ L&T/ Legrand/ /Schneider
2.	AC Starter	ABB/ Siemens/ Havells/ L&T/ Legrand/ Northwest
3.	L.T. power cable/ Copper wire for internal wiring	Gloster/ Polycab /KEI/ Havells/ Finolex (for wiring)
4.	Luminaire	Signify (Erstwhile Philips)/ Crompton/ Havells/ Wipro/Bajaj
5.	Modular switches/ Socket/Ceiling Rose/ Electronic regulator/ Call Bell/ Plug Top.	Havells/ Anchor/ Roma/Crabtree /ABB/ Legrand
6.	Exhaust Fan / Ceiling Fan	Havells/ Usha/ Bajaj / Crompton Greaves/ Polar
7.	Air Conditioners	Hitachi/ Daikin/ Carrier/ Mitsubishi/ O General/ Blue Star
8.	Geyser	Crompton/Havells/Bajaj/Usha/Jaguar

#### **Inspection and Testing of Materials:**

The contractor will supply the materials at site along with Manufacturer's Test Certificate & Guarantee Certificate as applicable. Inspection at site will be carried out as per requirement in accordance to relevant Standard/ Technical Specification/ Approved Drawing etc. High voltage, Insulation Resistance, Earth Continuity and Earth Resistance tests etc. as applicable prior to commissioning are to be carried out for electrical installation including LT cable (if any). All pre-commissioning tests shall be carried out by the authorized representative of the firm having valid Supervisor's Certificate of Competency.

**4.0 LOCATION: No.2 Dumayne Avenue officers Quarter under K.P.Docks.**

#### **5.0 ACCESS TO THE SITE:**

(a) By Road: **C.G.R. Road.**

(b) By Circular Rail: **Kidhirpur**

#### **6) Work Site:**

The work site is located at **No.2 Dumayne Avenue officers Quarter under K.P.Docks.**

Tenderer must visit the work site and its surrounding before submission of The manual limited tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Superintending Engineer, (KPD) 51, C.G.R. Road, Kolkata 700043** to make the site inspection along with his representative.

#### **7) Work Site:**

The work site is located at **No.2 Dumayne Avenue officers Quarter under K.P.Docks.**

Tenderer must visit the work site and its surrounding before submission of The manual limited tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Superintending Engineer, (KPD) 51, C.G.R. Road, Kolkata 700043** to make the site inspection along with his representative.

**8. INSPECTION OF SITE:**

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the manual limited tender. He should contact the **Superintending Engineer (KPD) at his office at 51, C.G.R. Road, Kolkata 700043** for collecting information about the site before submission of The manual limited tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

**9. SITE CONDITIONS & METHOD OF WORK:** The work shall have to be executed at **No.2 Dumayne Avenue officers Quarter under K.P.Docks, SMP, Kolkata** as detailed in the Scope of Work & B.O.Q.

The contractor shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates.

Further, if so required by the Engineer in the interests of normal working of the Port, if it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C. The bidder shall consider all the above points while quoting as no separate claim for idle charges towards labour, material will be considered for payment.

Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc) all such installations against any damage at the Contractor's risk and expense. Any damage / defect to existing structures arising due to the faulty execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

**10 .TIME OF COMPLETION**

The work is very urgent in nature and shall have to be commenced immediately on receipt of the work order and shall have to be completed in all respects within **45 (forty five) days**, including preliminary time from the date of placement of work order. The Contractor shall have to execute the work round the clock including all Sundays and Holidays to complete the work without any extra cost.

**11. Sufficiency of Tender:**

- i) The manual limited tender drawings and all data / information as furnished herein or inspected and / or collected by The manual limited tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and SMP, Kolkata does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by The manual limited tenderer.
- ii) The Contractor shall be deemed to have satisfied himself be for manual limited tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.
- iii) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the schedule of rates will prevail over the rate misprinted in B.O.Q.

**12. Accessibility for Checking and Supervision.**

The engaged Contractor is to provide necessary arrangement for free access to the SMP, Kolkata officer's and personnel for supervision and checking of the subject work at his own cost.

### **13. Programme and Progress:**

The contractor shall submit a detailed programme of work within **7 [seven]** days from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc.,. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site.

The contractor shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the contractor to augment the input of plant, equipment, labour of any item as he may deem fit. The contractor shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the contractor, the delays must individually be informed to the Engineer forthwith in writing and his acceptance in writing obtained.

### **14. Responsibility of the Contractor for methodology of works:**

- i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.
- ii) The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.
- iii) Approval , for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

### **15. MATERIALS:**

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer. The contractor shall procure cement, reinforcement steel and other materials from manufacturers approved by the Engineer. The contractor will be allowed to take away surplus materials on completion of the work, subject to Engineer's verification of contractor's records of entry and consumption of materials in the works.

### **16. Quality Control:**

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work. The quality control function shall include but not be limited to the following items.

**17. Sampling and Testing of Construction Materials:**

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer. The Contractor shall undertake all field tests and laboratory tests for all such materials and workmanships as directed by the Engineer or his representative at his own cost. The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipments or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor.

**18. Specifications/ Codes and Standards:**

All works under this contract will be executed according to the Trustees' Specification for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision and/ or replacements of the Indian Standard Specifications (IS) or any other International Code of Practice/ CPWD specifications will be followed. The Contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Engineer or his representative at site at his own cost and without any additional reimbursement.

**19. Temporary Works:**

The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing lighting; watching, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Trustees and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures.

**20. Plant & Constructional Equipment:**

The contractor shall supply his tools, plants and constructional equipments within his quoted rates. A list of plant as intended to be employed by the manual limited tenderers in this construction must be furnished with full details along with The manual limited tender.

**21. Contract Price:**

The "Contract Price" for this contract means the sum named in the manual limited tender subject to such additions thereto, deductions there from or reductions due to supply of any materials by the Trustees' as provided for in the Contract.

**22. Setting out of work and initial measurements:**

The Engineer shall provide the initial reference and Bench Mark for the setting out of work. It will be the contractor's responsibility to set out the work accurately and get them checked by the Engineer. The Contractor shall provide at his own expense all necessary instruments, staff and labour for the checking of the survey.

The Contractor shall be responsible for the true setting out of the work and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

**23. Forwarding of Materials :**

The contractor shall have to arrange transport for forwarding any useable/ saleable materials that may be found during the process of execution of the work to the Trustees' Sales yard or any other site/ godown including labourers, transportation, loading, unloading all complete as per the direction of the Engineer or his representative at site. No separate payment will be made to the contractor on this account unless specifically mentioned in the B.O.Q.

**24. PARTICULARS OF EXISTING WORKS:**

Such information as may be given in the specification as to the existing features and works other than those now under construction as part of "Syama Prasad Mookerjee Port, Kolkata" given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

**25. SAFETY MEASURES:**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition.

The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc , as directed by the Engineer.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.

Use of hoisting machines and tackles including their attachments, construction tools, machineries and equipments shall comply to the relevant safety codes.

Before allowing workers in sewers, manholes, any duct or covered channel etc, the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches / lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear will be provided to the worker during handling / removing of slushes / sludge etc. without any extra cost. The contractor shall adopt all the above safety measures at his own cost.

The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.

- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

## **26. HOLIDAY OR SUNDAY WORK:**

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

**The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays.**

## **27. POWER SUPPLY:**

If available and if required, suitable power supply on chargeable basis may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Engineer or his representative.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of SMP, Kolkata as prevalent amended from time to time including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

## **28. WATER:**

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking purposes may be made available free of cost from the exiting water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

- i) Under no circumstances, the contractor would be allowed to use such drinking water for constructional works.
- ii) In any case Dock water will not be allowed to be used for any work including curing.

## **29. KEEPING THE SITE AND WORKING AREA CLEAR:**

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

## **30. Protection of existing services:**

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the laborers.

The contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered for his running bill for which Engineer's decision shall be final and binding.

## **31. Cleaning during execution and after completion:**

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to SMP, Kolkata stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

### **32. METHOD OF MEASUREMENT:**

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the current P.W.D.'s (Building, S&P & Road) Schedule of Rates (2014), Govt. of West Bengal and analysed rate. For details of measurement not covered by the above S.P.-27 1987 of B.I.S. shall be referred to.

### **33. ON ACCOUNT PAYMENT:**

On account payment to the Contractor shall be arranged as and when required at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Office of the respective **Superintending Engineer (KPD)** with necessary documents in original. Subject to the availability and feasibility of system, SMP, Kolkata may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form Of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of KoPT.

### **34. LABOUR, TOOLS & PLANTS:**

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

### **35. ESCALATION / VARIATION ON PRICES:**

No Escalation / Variation on the prices on any account will be considered for adjustment / payment.

### **36. CONTRACT LABOUR LAWS:**

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. **Payment to the labourers to be made as per the minimum wage rates fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt. of W.B. whichever is higher and revision from time to time.**

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures. **The Contractor shall comply to the Employees' Bonus rules & to pay Bonus once a year to his workmen accordingly, for which no extra payment shall be made to the Contractor.**

The contractor shall indemnify the SMP, Kolkata against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain

necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

### **37. COMPLIANCE WITH E.P.F & M. P. ACT & ESI Act 1948:**

The successful contractor will have to comply with provision of EPF & MP Act 1952 and also for Employees State Insurance Act 1948 (along with amendments, if any), issued from time to time as applicable.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. **Superintending Engineer (KPD).**

### **38. INDEMNIFICATION:**

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Equal Remuneration Act, 1976.



- j) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- k) Child Labour (Prohibition and Regulation) Act, 1986.
- l) The Maternity Benefits Act 1961
- m) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
- n) Motor Vehicle Act, latest revision.
- o) The payment of Bonus Act,1965.

#### 39. TAXES & DUTIES: -

**The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.**

Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts ,rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.
- Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.

The purchase order/ work order shall be void, if at any point of time bidder is found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

#### 40. SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract.

#### 41. Contractor to execute Contract Agreement:

The contractor after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at

his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The contractor shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful tenderer shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost. The successful contractor shall be required to keep close co-ordination and liaison with the Marine Department while executing the works. The **Superintending Engineer** in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned **Superintending Engineer** of the Civil Engineering Department informed and/or posted with the programme contemplated with other departments. The **Superintending Engineer** of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him. In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the **Superintending Engineer** should be informed promptly.

#### **42. Employment of Local Resources:**

The contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers; labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

#### **43. Calcutta Port Trust:**

The expression "**CALCUTTA PORT TRUST**" appearing anywhere in The manual limited tender documents, shall be construed to read as "**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**".

#### **44. Clarification of Bids:**

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of The manual limited tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of The manual limited tenders.

No Tenderer shall contact the Employer on any matter relating to his Tender from the time of The manual limited tender opening to the time the contract is awarded. If The manual limited tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by The manual limited tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender

#### **45. Workmen and Wages:**

The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.

The contractor shall have to engage sufficient number of technically qualified and skilled persons to supervise and execute the work **and this should be mentioned in the letter head of the Firm**

**46. Rate for payment against extra Items:**

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate; including surcharge in force at the time of acceptance of The manual limited tender, if any adopted by the Trustees with due regard to the accepted contractual percentage, if any, thereon, otherwise, if the rates are not available in the SMP, Kolkata Schedule of Rates, then the Special Rates will be prepared as follows:-

- (i) The rate of payment of work involving labour & material shall be fixed on the following basis.
  - a) Cost of materials consumed including transport and wastage, plus
  - b) Cost of labour actually engaged in the works, plus
  - c) Taxes and Duties as applicable, plus
  - d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.
- (ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.
- (iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

**47. Disparity in quoted rate/amount.**

If there is any disparity between the quoted rate in percentage and The manual limited tender Amount, the rate quoted in percentage shall prevail as the rate quoted by The manual limited tenderer and The manual limited tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

**48. Dock Permit:**

For works inside the Docks, Dock permit required for men , materials, vehicles and equipments etc. are to be procured by the successful tenderer **at free of cost** as per recommendation of the executing departments/divisions indicating the specific number of free permits to be issued. But for creation of individual IDs in permit system a charge as applicable, will be levied per person (one time) even for companies/ Individuals who have been granted permission to obtain free permits by KoPT. In case the work has to be carried out in an operational zone, The manual limited tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in The manual limited tender.

**49. Working Period:**

**Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. However, The manual limited tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours (Round the Clock) to expedite the progress of the work if permitted by Competent Authority. The manual limited tenderer should include in his rates the cost, if any, involved on those accounts.**

**50. Bank Guarantee in lieu of Cash Security Deposit:**

The contractor shall have to take proper measures against environmental pollution during execution of work as directed by the Engineer.

## 52. Port Area Obligations:

The contractor shall, abide by all the regulations and rules of Syama Prasad Mookerjee Port, Kolkata and those that may be issued from time to time without any extra cost to the KoPT.

**The defect liability period for the work is 01 (One) year from the date of completion.** During this period, if any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19<sup>1</sup>/<sub>4</sub> % departmental charges plus GST as applicable will be recovered from the security deposit or any other dues of the contractor.

In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.

[illegible]

## SCHEDULE T

Annexure-C(Contd)

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

**CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time Of Submission Of Tender Offer)****(To be submitted with Part-I of Offer)****Bidders must fill in the under noted columns.**

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

**(To be submitted with Part-I of Offer) Annexure-C(Contd)**

### **SCHEDULE 'O' SHEET – 1**

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

- 1) Name of Company :
- 2) Address of its present registered office. :
- 3) Date of its incorporation :
- 4) Full name and address of each of its Directors – any special particulars as to Directors if desire to be stated. :
- 5) Name, address and other necessary particulars of Managing Agents, if any appointed by the Company. :
- 6) Copies of Memorandum, Articles of Association (with the latest amendments, if any). :
- 7) Copies of audited balance sheets of the Company for the last **three years**. :

B) In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started :
- 3) If registered a certified copy of certificate of registration. :
- 4) A certified copy of the Deed of Partnership :
- 5) Full name and address of each of the partners and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated. :
- 6) Whether the firm pays income tax over Rs.10, 000/- per year :

**(To be submitted with Part-I of Offer)****SCHEDULE 'O' SHEET – 2.**

C) In case of an Individual:

- 1) Full name and address of the Bidder any :  
special particulars of the Bidder if desired to  
be stated.
- 2) Name of the father of the Bidder. :
- 3) Whether the Bidder carries on business in his :  
own name or any other name.
- 4) When business was started and by whom. :
- 5) Whether any other person is interested in :  
the business directly or indirectly, if so, name  
and address etc. of such persons and the  
nature of such interest.
- 6) Whether the Bidder pays Income Tax over :  
Rs.10, 000/- per year.

Dated:

---

(Full signature of Bidder)

**(Proforma of Performance certificate/credential of works)**

[To be issued on issuing authority's letterhead duly signed with office seal]

1.	Name of the Certifying Authority:	
2.	Name of the work :	
3.	Name of the Contractor :	
4.	Schedule date of commencement and completion of the work as per Work Order :	
5.	Date of actual commencement of work & date of actual completion :	
6.	i) If there is time overrun, whether delay is due to the contractor (Yes/No.):  ii) If yes, what is the extent of delay attributable to the contractor :	
7.	Sanctioned Tender value & Actual value executed :	
8.	Quality of work (Excellent/satisfactory/poor) :	
9.	Remarks (If any) :	



**DOCUMENTS TO BE UPLOADED ALONG WITH PART –I****Scanned copy of the following documents to be uploaded:-**

- i) GST registration certificate.
- ii) Valid Trade Licence (Valid for current period & also for type of work).
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account.EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate
- vi) Details of the firm as per Schedule-O (in Part-I) of The manual limited tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. **2019–20, 2020-21 and 2021-22**). **The same should be audited as per relevant norms wherever required along with UDIN of the Auditor**
- ix) Bank Draft/ Pay Order etc. regarding EMD & Cost of Tender documents / valid NSIC certificate
- x) PAN Card
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work **(to be mentioned in the letter head of the Firm)**.
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India **(to be mentioned in the letter head of the Firm)**.
- xiii) Self declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work **(to be mentioned in the letter head of the Firm)**.
- xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of The manual limited tender document.
- xv) Undertaking of The manual limited tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document ,G.C.C,addenda & corrigendum **in the letter head of the Firm**.
- xvi) Last page of "Bill of Quantities" & the "Form of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

**N. B.-1** The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

**N.B.-2** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**

NIT NO. SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER’S LETTERHEAD,  
SIGNED, SCANNED AND UPLOADED]**

**Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document**

Ref. No.....

Dated:

The Chief Engineer,  
Syama Prasad Mookerjee Port, Kolkata,  
Civil Engineering Department,  
15, Strand Road,  
Kolkata – 700 001

Dear Sir,

1. We, .....(Name of Tenderer) have fully read and understood the entire manual limited tender Document, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda.

We are submitting this undertaking in lieu of submission of signed copy of the full tender documents GCC, Corrigendum and Addenda.

Yours faithfully,

Signature of Tenderer.....

Name: .....

Designation: .....

Date : .....

Seal of Manual limited tenderer.....

# Syama Prasad Mookerjee Port, Kolkata

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

१५, स्ट्रैंड रोड, कोलकाता - ७००००१

15, Strand Road, Kolkata – 700001

NIT No.: SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022

**NOTE: Last Date of Purchase of tender documents  
: 25.11.2022 (up to 12-00 hours)**

**Tender is due for submission by 13:00 P.M.  
On 25.11.2022**

## PRICE BID

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मैनुअल सीमित निविदा के लिए” डुमायने एवेन्यू, एसएमपी, कोलकाता में बंगला नंबर 2 (भूतल और ऊपरी मंजिल दोनों) के एयर कंडीशनिंग सहित केपी डॉक्स और इलेक्ट्रिकल इंस्टॉलेशन कार्य के तहत नंबर 2 डुमायने एवेन्यू ऑफिसर्स क्वार्टर के फेस लिफ्टिंग सहित पूरी तरह से नवीनीकरण”

**MANUAL LIMITED TENDER FOR “Thorough renovation including face lifting of No. 2 Dumayne Avenue Officers’ Quarters under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata**

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## Annexure-E (Contd.)

**TENDER FOR Thorough renovation including face lifting of 2 no Dumayne Avenue officers' Quarter under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata**

**NIT NO : SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022**

PRICE BID

<b>TENDER PARTICULARS</b>
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<b>ESTIMATED COST</b>	:	<b>Rs. 1,20,92,701.38 (Rupees one crore twenty lakh ninety two thousand seven hundred one and paise thirty eight only)</b>
<b>EARNEST MONEY</b>	:	<b>Rs. 2,41,860.00 (Rs. two lakh forty one thousand eight hundred sixty only)</b>
<b>Cost of Tender document (Non-refundable)</b>		<b>Rs.1770/-(Rupees one thousand seven hundred seventy only) including @18% GST)</b>
<b>TIME OF COMPLETION</b>	:	<b>45 (Forty five) days</b>
<b>DATE AND TIME FOR PRE-BID MEETING &amp; SITE VISIT</b>	:	<b>No pre bid meeting</b>
<b>LAST DATE OF SUBMISSION OF TENDER AND OPENING OF THE MANUAL LIMITED TENDER</b>	:	<b>Submission on 25.11.2022 Up to 13:00 hrs. 25.11.2022 after 2:00 PM. (Both the Techno Commercial Part &amp; Financial Part will be opened on the same date)</b>

**Syama Prasad Mookerjee Port, Kolkata**  
**सिविल इंजीनियरिंग विभाग**  
**CIVIL ENGINEERING DEPARTMENT**  
**PREAMBLE TO THE BILL OF QUANTITIES**

**TENDER FOR Thorough renovation including face lifting of 2 no Dumayne Avenue officers' Quarter under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata.**

**NIT NO : SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022**

1.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

1.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

1.3 General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.

1.4 The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.

1.5 Where separate items such mobilisation, demobilisation, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.

1.6 Without affecting the generality of the foregoing provisions, the prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-

1.7 The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.

1.8 The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.

1.9 Setting out including the location and preservation of survey markers, measurement and supervision.

2.0 The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.

2.1 All First Aid, Welfare and safety requirements.

2.2 Damage caused to the works, plants, materials and consumables stores caused by weather.

2.3 Licence, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.

2.4 The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by the Trustees.

2.5 This being a percentage ratmanual limited tender, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender Manual mode based on his own analysis .

The manual limited tender Price thus established would be taken for comparative evaluation of Tender.

2.6 The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish , other excavated/offensive matter etc. all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

2.7 On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to KoPT stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

## Syama Prasad Mookerjee Port, Kolkata

### सिविल इंजीनियरिंग विभाग

#### CIVIL ENGINEERING DEPARTMENT

#### BILL OF QUANTITIES

**TENDER for "Thorough renovation including face lifting of 2 no Dumayne Avenue officers' Quarter under K.P.Docks and Electrical Installation work including Air conditioning of Bungalow No. 2 (both Ground and Upper Floor) at Dumayne Avenue, SMP, Kolkata"**

**NIT NO : SMPK/KDS/CIV/T/2716/75 Dt.22.11.2022**

#### BILL OF QUANTITIES

Item No.	Description Of Item	Quantity		Rate Rs. P.	Unit	Amount Rs. P.
	Part-A (Building)					
1	Anti-termite treatment to the soil under floor with chemical emulsion by admixing chloropyrofos emulsifiable concentrate (1% on centration) with water by weight including drilling vertically 12mm.dia holes at the junction of floor and wall at 300mm. interval to reach the soil below using hand operated pressure pump to squirt chemical emulsion into the pump to squirt chemical emulsion into the holes at the rate of one litre per hole. The holes shall be sealed after operation to match with the existing floor. The entire work is to be carried out as per specification laid down in para 4.3.1.4 of code I.S.-6313 (Part-III)-1981.	500	Sqm	103.00	Per Sqm	51,500.00
2	Spot application for insecticides using Aqua base spray for pest (for bugs, cockroaches, silverfish, spider, termites, mosquitoes) to walls and ceiling etc. with chemical emulsion by admixing chloropyrofos emulsifiable concentrates (1% concentration) with water by weight including spraying the emulsified chemical @ 0.5 litres per sq.m. by a hand operated pressure pump on wall surfaces, ceiling, electrical fixture, electrical lines including drilling holes in places where source of termite is detected squirting chemical solution into the holes and sealing the holes with cement grout. (Rate is per sq.m. of the floor area while actual work will be all walls ceiling, rack, partition and furniture).	500	Sqm	39.00	Per Sqm	19,500.00

3	Dismantle all types of Masonry excepting cement concrete plain or reinforced, stacking serviceable Materials at site & removing the rubbish as directed within a lead of 75 Mtr in ground floor including roof.	10	Cum	447.00	Per Cum	4,470.00
4	Dismantle all types of plain cement concrete works up to 150 mm thick stacking serviceable Materials at site and removing rubbish as directed within a lead of 75 Metre in ground floor including roof	05	Cum	939.00	Per Cum	4,695.00
5	Cutting chase upto 125 x 150 mm. and subsequent mending of damages in brick wall [Cement-3.6 Kg/Mtr]	100	Mtr	93.00	Per Mtr	9,300.00
6	Repairing cracks in floor with cement mortar (1:2) with necessary pigment to match with existing works, including prior cutting and cleaning the cracks as directed.	200	Mtr	6.88	Per Mtr	1,376.00
7	Rounding corners with cement mortar (1:3) for crack repairs.	50	Mtr	14	Per Mtr	700.00
8	Repairing crack in wall by cement grouting (1 : 2) including widening the crack on the surface (into V section) cleaning and packing the same with cement mortar (1 : 2) and finishing off to match with adjacent surface. (Cement-69 Kg/100 m)	50	Mtr	13.60	Per Mtr	680.00
9	Cutting to requisite length or shape departmental R.S. joists, channels, angles, tees, plates etc. (payment to be made on area of cut surface)	1000	Sq.cm	8.00	Per sq.cm	8,000.00
10	Welding in M.S. structural work with gas or electric: Tack weld	500	point	9.00	Per point	4,500.00
10.1	Continuous Welding	500	cm	9.00	Per cm	4,500.00
11	Labour for hoisting and placing in proper position (up to 1st floor 20 level) departmental R.S. joists, channels, angles. Tees, plates etc. including fitting and fixing same with bolts and nuts, if necessary (but excluding cost of such bolts and nuts)	1	Qntl	412.00	Per qntl	412.00
12	Take out carefully G.C.I. or C.I. or asbestos sheets (including ridges etc.) from the wall / roof after unscrewing bolts, nuts, screws etc. and stacking the Materials at site as directed. (Payment to be Made on measurement of portion of roof wall removed.	20	sqm	41.00	Per sqm	820.00
13	Supplying, fitting & fixing Zn-Al alloy (55% Al & 45% Zn) coating of 150 grams per sq. metre (followed by colour coated on both side) steel sheet work having minimum yield strength of 550 Mpa of trapezoidal profile of approved make (excluding the supporting frame work) fitted and fixed with 55 mm & 25 mm self tapping screw, EPDM Washer 16 mm dia & 3 mm th. washer etc. complete	40	sqm	787.00	Per sqm	31,480.00



	with 150 mm end lap and one corrugation minimum side lap. (Payment to be made on area of finished work).(i) In Roof:- a) With 0.5 mm thick sheet					
14	Filling in foundation or plinth by fine sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity)	30	cum	1317.14	Per cum	39,514.20
15	Supplying and laying Polythene Sheet (150gm / sq.m.) over damp proof course or below flooring or roof terracing or in foundation or in foundation trenches.	100	sqm	24.00	Per sqm	2,400.00
16	Surface Dressing of the ground in any kind of soil including removing vegetation inequalities not exceeding 15 cm depth and disposal of the rubbish within a lead upto 75 m as directed.	1500	sqm	6.80	Per sqm	10,200.00
17	Provide and lay Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	1000	sqm	361.00	Per sqm	3,61,000.00
18	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement,if any, in ground floor as per relevant IS codes. Pakur Variety	100	Cum	5533.34	Per cum	5,53,334.00
19	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. Pakur Variety	15	Cum	6124.34	Per cum	91,865.10
20	Hire and labour charges for the shuttering with centering and necessary staging up to 4Mtr using approved stout props and 25 mm to 30 mm thick hard wood planked with required bracing for concrete slabs beams, columns, lintels curved or straight including fittings, fixing and striking out after completion of the works (up to roof of ground floor) as per the direction of Engineer – In – Charge.  25 mm to 30 mm shuttering without staging in foundation  In Ground floor	30	Sqm	209.00	Per sqm	6,270.00
21	(i) upto 4th (per floor) and in basement.	30	Sqm	227.00	Per sqm	6,810.00
22	Provide Reinforcement for reinforced concrete work in all sorts of structures	0.5	MT	60150.00	Per MT	30,075.00

	<p>including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction.</p> <p>For works in foundation and upto roof of ground floor/upto 4 m</p> <p>Tor steel/Mild steel. JSW/JSPL/SHYAM/SRMB/BMASL /ELECROSTEEL /SSL</p>					
22.1	For 1st floor	0.3	MT	60630.00	Per MT	18,189.00
23	Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.(This item is applicable to new work or old work when the original surface has been exposed by removal of old paint.)	1500	Sqm	38.00	Per sqm	57,000.00
24	<p>Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.</p> <p>(This item is applicable to new work or old work when the original surface has been exposed by removal of old paint.)</p>	500	sqm	29.00	Per sqm	14,500.00
25	<p>Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary.</p> <p>Two coats on timber or plastered surface (with any shade except white) With super gloss (hi-gloss)</p>	1500	Sqm	81.00	Per sqm	1,21,500.00
25.1	<p>Two coats (with any shade except white) With super gloss (hi-gloss)</p> <p>on steel surface.</p>	500	Sqm	79.00	Per sqm	39,500.00
26	French polishing to wood work including preparing surface (ordinary gloss) On old French polished surface including complete removal of the old polish.	500	Sqm	538.00	Per sqm	2,69,000.00
27	New French polishing to wood work including preparing surface (ordinary gloss)(a) On new wood work	50	Sqm	467.00	Per sqm	23,350.00
28	Provide and lay bricks work with 1st class bricks in cement mortar (1:6).	15	Cum	5413.00	Per cum	81,195.00

	In foundation and plinth					
28.1	In superstructures, ground floor.	40	Cum	5636.00	Per cum	2,25,440.00
28.2	For 1st floor	10	Cum	5650.00	Per cum	56,500.00
29	Providing and lay 125 mm. thick bricks work with 1st class brick in cement mortar (1:4). In ground floor	75	Sqm	724.00	Per sqm	54,300.00
29.1	For 1st floor	75	Sqm	736.00	Per sqm	55,200.00
30	Stripping off worn out plaster and raking out joints of walls, ceilings etc. upto any height and in any floor including removing rubbish within a lead of 75m as directed. Internal plaster	1200	Sqm	19.00	Per sqm	22,800.00
31	Provide and lay plaster to wall, floor, and ceiling with sand & cement mortar (6:1) including rounding off or chamfering corners as directed and raking out joints or roughening of concrete surface by chipping, etc., including throating, nosing and drip course where necessary in ground floor.[Excluding cost of chipping over concrete surface]  Ground floor  20 mm. thick plaster.	800	Sqm	175.00	Per sqm	1,40,000.00
31.1	For 1st floor	500	Sqm	179.00	Per sqm	89,500.00
32	Provide and lay Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface]  15 mm. thick plaster with 1:6 Cement mortar  For ground floor	200	Sqm	151.00	Per sqm	30,200.00
32.1	For 1st floor	50	Sqm	155.00	Per sqm	7,750.00
33	10 mm thick Plaster with 1:4 cement mortar  For ground floor	50	Sqm	133.00	Per sqm	6,650.00
33.1	For 1st floor	50	Sqm	137.00	Per sqm	6,850.00
34	Provide and lay Neat cement punning about 1.5mm thick in wall,dado>window sill,floor etc.  Note: cement 0.152 Per Cum per 100 sq. Mtr.	100	Sqm	34.00	Per qm	3,400.00
35	Rendering the Surface of walls and ceiling	1200	Sqm	122.00	Per sqm	1,46,400.00

	with White Cement base WATER PROOF wall putty of approved make & brand.(1.5 mm thick). For Ground Floor					
35.1	For 1st floor	1200	Sqm	122.72	Per sqm	1,53,264.00
36	Remove old scales, blisters, etc., of interior surface of walls, ceiling by scraping, etc., and preparing smooth and even surface with rendering of cement mortar (1:2) as necessary to make the surface suitable receiving distemper as per direction of the Engineer at site.	100	Sqm	10.17	Per sqm	1,017.00
37	Applying Acrylic Emulsion Paint of approved make and brand on walls and ceiling including sand papering in intermediate coats including putty (to be done under specific instruction of Engineer -in charge) : Two coats Standard Quality	2400	Sqm	62.00	Per sqm	1,48,800.00
38	Applying Interior grade Acrylic Primer of approved quality and brand on plastered or concrete surface old or new surface to receive Distemper/ Acrylic emulsion paint including scraping and preparing the surface throughly, complete as per manufacturer's specification and as per direction of the EIC. (In Ground Floor)  one coat Water based interior grade Acrylic Primer	2400	Sqm	30.80	Per sqm	73,920.00
39	Supplying, fitting and fixing windows and ventilators with or without integrated grills conforming to IS 1038-1975 and manufactured from rolled steel sections conforming to IS 7452-1974 with non-friction projecting type, box type hinges, glazing clips, lugs locking bracket, handle plate etc, including hoisting in position, straightening if required, fixing lugs in cement concrete ( 1:2:4) with stone chips 20 mm down cutting holes and mending good damages to match with existing surface complete in all respect excluding glazing.(Add extra @ 1.2 % for each additional floors upto 4th floor and @ 1.5% for each addl. Floor above 4th floor.)Openable steel windows as per IS sizes with side hung shutters  and horizotal glazing bars. [The extra rate admissible for the openable portion only]  Flash butt welded windows and ventilators  (No shop priming will be allowed to facilitate inspection of	20	Sqm	1663.00	Per sqm	33,260.00

	workmanship) In Ground floor					
39.1	In 1st Floor	05	Sqm	1682.96	Per sqm	8,414.78
40	M.S. integrated grill as per approved design integrated with  steel window or ventilator, joints continuously welded with M.S. flats and bars  (The weight of grill will be determined (theoritically) from section of  the grills actually used excluding the rolled steel section of the  window / vent. The weight of the grill should be calculated at 7.85  gm./ cu.cm.)	50	Kg	67.00	Per Kg	3,350.00
40.1	Centre hung ventilators as per I.S. sizes 580 mm.	02	Sqm	355.00	Per sqm	710.00
40.2	Two point nose aluminium handle including fitting and fixing.	06	Nos	40.00	Per Nos	240.00
40.3	Aluminium peg stay 300 mm long including fitting and fixing.	06	Nos	40.00	Per Nos	240.00
41	Supplying bubble free float glass of approved make and brand conforming to IS: 2835-1987.  6mm thick coloured / tinted / smoke glass.	10	Sqm	661.00	Per sqm	6,610.00
42	Supply best Indian sheet glass panes 3 mm thick (weighting 7.4 kg. / Sq. Mtr.) Set in putty and fitted and fixed with nails and putty complete in all floors for external wall & upto 6 Metre height for external walls.	30	Sqm	477.00	Per sqm	14,310.00
43	Renewing worn out putty of glass panes  Panels not exceeding 0.2 Sq.m	50	Nos	33.00	Per Nos	1,650.00
44	Provide and fix panel shutter of doors and window of 35 mm thick shutters with 19 mm. thick panel of size 30 to 45 cm with Sishu, Gamar, Champ, Badam, Bhola, Mogra, Hallak. as per design (each panels consisting of single plank without joint including the fitting and fixing the same in position but excluding the cost of hinges and other fittings in ground floor. In case of non-supply of single plank panel rate of reduction of 20% well be Made.	10	Sqm	4542.00	Per sqm	45,420.00
45	Take out shutter of door and window dismantling by parts (for repair or	10	Sqm	126.00	Per sqm	1,260.00

	replacement of damaged parts) reassembling and refitting and rehangings same with old fittings but with new screws as necessary. (Where different parts of same shutter are renewed under different item, payment under item 63 will be made once only).					
46	Easing doors and windows.	50	Nos	17.00	Per Nos	850.00
47	Fixed louver shutters of doors and windows as per design, including fitting & fixing same in position but excluding the cost of hinges and other fittings in ground floor. 25mm thick shutters with 12mm thick valve with Sishu, Gamar, Champ, Badam, Bhola, Mogra, Hallak.	75	Sqm	5069.00	Per sqm	3,80,175.00
48	Glazed shutters of doors, windows, fan light, clerestory windows etc. as per design (with ordinary glass of 7.4kg./sq.m. 3mm. Thick) fitted with putty bed and teak wood bead and nails including fitting and fixing shutter in position but excluding the cost of hinges and other fittings. cost of glass, putty, wooded beads etc. will be paid separately.	05	Sqm	3854.00	Per sqm	19,270.00
49	Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame excluding cost of concrete, Iron Butt Hinges and M.S clamps. (The quantum should be corrected upto three decimals). Sal local	01	Cum	77671.00	Per cum	77,671.00
50	Wood work in upper rails of railing, hand rail of staircase, balcony etc. Including necessary bend, moulding fitted and fixed complete (for purpose of payment section will be measured in the square). With ordinary teak wood	01	Cum	128788.00	Per cum	1,28,788.00
51	Supplying, Fitting & Fixing 30 mm thick both side prelaminate Factory made solid Panel PVC Door Shutter consisting of outer frame made out of M.S. tubes of 19 gauge thickness and size 19 mmx19 mm for styles, top and bottom rails, M.S. frame shall have cost of steel primers of approved make and manufacture, M.S. frame covered with 5 mm th. heat moulded PVC "C" channel of size 30 mm th, 70 mm width out of which 50 mm shall be flat and 20 mm shall be tapered in 45 degree angle on either sides forming styles; and 5 mm th. 95 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm tapered in 45 degree on the inner side to form top & bottom rail and 115 mm wide PVC sheet out of which 75mm shall be flat and 20 mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall	16	Sqm	2438.00	Per sqm	39,008.00

	be provided either side of the panel with 10 mm (5mmx2) th.,20 mm wide cross PVC sheet as gap insert for top rail and bottom rail sheet to be fitted in the M.S. frame welded/sealed to the styles & rails with 7 mm (5mm+2 mm) th.x15 mm wide PVC sheet beading on inner side and joined together with solvent cement adhesive. An additional 5 mm th. PVC strip of 20 mm which is to be stuck on the interior side of the "C" channel using PVC solvent adhesive etc. complete excluding all necessary hardwares as per direction of Engineer-in- Charge.					
52	Supplying fitting and fixing in position approved P.V.C. door frame (Matt finish) made of extruded P.V.C. multichamber hollow section having dimensions 60mm x 50mm x 2mm (+/-0.2mm), horizontal section will be joined with vertical section by galvanised steel screws after inserting two number steel brackets as reinforcement making suitable space for placing hinges, one steel tube 40mm x 20mm x 1.20 mm will be inserted on one full vertical side of the frame (hinge side) as reinforcement, the frame will then be fixed in the opening with the help of P.V.C. expandable fastener/wooden gutties and galvanised steel screws including cost of all materials and labour, hire charges of tools and appliances, carriage of all materials, taxes and all other incidental charges complete.	40	Mtr	279.00	Per Mtr	11,160.00
53	Provide iron butt hinges of approved quality fitted and fixed with steel screws, with I.S.I. Mark. 100 mm. x 58 mm. x 1.90 mm.	50	Nos	47.00	Per Nos	2,350.00
54	Provide iron socket bolt of approved quality fitted and fixed complete. i) 150 mm. long x 10mm. dia. bolt.	20	Nos	63.00	Per Nos	1,260.00
54.1	ii) 225 mm. long x 10mm. dia. bolt.	15	Nos	77.00	Per Nos	1,155.00
55	Provide iron door ring of dia 50 mm. of approved quality fitted and fixed with nuts and washer complete.	40	Nos	17.00	Per Nos	680.00
56	Provide 250 mm long Brass hasp bolt of approved quality fitted and fixed complete (oxidised) with 16mm dia rod with centre bolt and round fitting.	20	Nos	597.00	Per Nos	11,940.00
57	Provide Door stopper (Anodised aluminium)	30	Nos	70.00	Per Nos	2,100.00
58	Provide M.S. clamp for fixing door and window frame made of 40 mm. x 6 mm. 200 mm long flat bent bar end bifurcated fixed in cement concrete with stone chips (4:2:1) fitted and fixed as per direction (cost of	30	Nos	25.00	Per Nos	750.00

	cement concrete will be paid separately.					
59	<p>Supplying, fitting &amp; fixing 1st quality Ceramic tiles in walls and floors to match with the existing work &amp; 4 Per Nos. of key stones (10mm) fixed with araldite at the back of each tile &amp; finishing the joints with white cement mixed with colouring oxide if required to match the colour of tiles including roughening of concrete surface, if necessary or by synthetic adhesive &amp; grout materials etc.</p> <p>Wall : With Sand Cement Mortar (1:3) 15 mm thick &amp; 2 mm thick cement slurry at back side of tiles using cement @ 2.91 Kg/Sq.m &amp; joint filling using white cement slurry @ 0.20kg/Sq.m.</p> <p>(a) Area of each tile above 0.09 Sq.m</p> <p>Coloured decorative for Ground floor</p>	100	Sqm	1109.00	Per sqm	1,10,900.00
60	For 1st floor	100	Sqm	1114.00	Per sqm	1,11,400.00
61	Taking out Mirzapur or glazed porcelain tiles carefully by chiselling from walls or floor including stacking serviceable material as directed.	400	Sqm	106.00	Per sqm	42,400.00
62	Removal of rubbish, earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal /Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge	300	Cum	166.00	Per cum	49,800.00
63	<p>Provide M.S. or W.I. ornamental grill of approved design, joints continuously welded with M.S. W.I. flats and bars for windows railing etc. fitted and fixed with necessary screws and lugs, in ground floor.</p> <p>i) Grill weighing above 10 kg/sq. m. and up to 16 Kg. / Sq. m.</p> <p>The weight of grill per sq. m. will be determined by taking the physical weight of fabricated grill and dividing the same by covered area of the same. No shop priming will be allowed to facilitate inspection of workmanship. Weight of grill is to be taken after final grinding and finishing the weld.</p>	01	Qntl	9888.00	Per Qntl	9,888.00
63.1	For 1st Floor	01	Qntl	9986.88	Per Qntl	9,986.88
64	M.S. structural works in columns, beams etc. with simple rolled structural members (e.g.	04	MT	72603.00	Per MT	2,90,412.00



	<p>joists, angle, channel sections conforming to IS: 226, IS: 808 &amp; SP (6)- 1964 connected to one another with bracket, gussets, cleats as per design, direction of Engineer-in- charge complete including cutting to requisite shape and length, fabrication with necessary bolting, metal arc welding conforming to IS: 816- 1956 &amp; IS: 1995 using electrodes of approved make and brand conforming to IS:814- 1957, haulage, hoisting and erection all complete. The rate includes the cost of rolled steel section, consumables such as electrodes, gas and hire charge of all tools and plants and labour required for the work including all incidental chages such as electricity charges, labour insurance charges etc.</p> <p>Payment to be made on the basis of calculated weight of structural members only in finished work as per IS specified weight. Payment for gusset, bracket, cleat, rivets, bolts and nuts may be make by adding the actual weight of such items with the weight of finished structural members or 7% of weight for finished structural members weighing not less than 22.5 Kg. / m. or 15 % of weight for finished structural members weighing less than 22.5 Kg. / m. may be increased allow for bracket, cleat, rivet, bolts and nuts etc. and no separate payment being made for these items, as per direction of Engineer In Charge. The rates are considered for a height of erection 8m. / 2nd floor level from the ground. Add 1.5% extra over the rate for each additional floor or 4m. beyond initial 8m. or part thereof. For Structural Works in Roof Trusses etc. using joists, channels and angles of specified section weighing less than 22.5 kg/ m</p>					
65	Supply of daily labour for various non measurable works for 8.30 Hrs. including 30 min. recess	40	Nos	735.93	Per Nos	29,437.20
66	Supplying, fitting galvanised 3 ply 12 gauge / 4 points line of barbed wire in fencing (holes already made in the body of the post) or fixed by staples tightening and fixing the wires in taut condition with straining bolts including the cost of cutting and of lapping joints in the wire as necessary but excluding the cost of galvanised staples, straining bolt and binding wire where necessary.(Payment to be made on the length of individual lines of wire.)	500	Mtr	27.68	Per Mtr	13,840.00
67	Cutting / cleaning / removing jungles, including uprooting / removing of rank vegetation, cutting gran, bush wood cutting	1500	Sqm	3.40	Per sqm	5,100.00

	gran, bush wood cutting / removing small tree saplings or branches of trees falling under the cutting area at different area of dock and removing spoil up to a distance of 50 m outside the periphery of the area cleared as per direction including all lead, lifts cutting. Instrument, labour etc. complete in all respect.					
68	Cutting of branches of trees and shrubs from the road way or within R.O.W including disposal of wood and leaves to suitable location as per technical specification Clause 1914 for Rural Roads of MORD.	20	tree	95.00	Per tree	1,900.00
69	Uproot and remove plants from the surface of walls parapet etc. and making good damages.  Small plant of girth of exposed stem up to 75 mm. lift up to 6 m.	50	Nos	50.00	Per Nos	2,500.00
70	Medium size plant of girth of exposed stem above 75 mm. but not exceeding 150 mm. lift upto 6 mtr.	10	Nos	60.00	Per Nos	600.00
71	Iron catch hook of approved quality fitted and fixed to shutter and chowkat 6mm dia x 225mm long.	40	Nos	64.00	Per Nos	2,560.00
72	Provide Godrej Hydraulic door closer fitted and fixed complete. Heavy type	12	Nos	2064.00	Per Nos	24,768.00
73	Supplying 'Godrej' mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete.	06	Nos	1081.00	Per Nos	6,486.00
74	Provide and lay flush pointing to brick work in cement mortar (1:4) including raking out joints.	200	Sqm	79.00	Per sqm	15,800.00
75	Provide and lay rule pointing to brickwork in cement mortar (1:4) including raking out joints & top finishing.	600	Sqm	82.00	Per sqm	49,200.00
76	Applying Exterior grade Acrylic primer of approved quality and brand on plastered or concrete surface old or new surface to receive decorative textured(matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface throughly, complete as per manufacturer's specification and as per direction of the EIC.[This item to be done under specific instruction of the Superintending Engineer] In Ground Floor one coat	2000	Sqm	31.40	Per sqm	62,800.00
77	Protective and Decorative Acrylic exterior emulsion paint of approved quality, as per manufacturer's specification and as per direction of EIC to be applied over acrylic	2000	Sqm	84.00	Per sqm	1,68,000.00

	primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges but excluding the cost of primer.  In Ground floor (Two Coat) Premium 100% Acrylic Emulsion					
78	Acrylic Distemper to interior wall, ceiling with a coat of solvent based interior grade acrylic primer (as per manufacturer's specification) including cleaning and smoothing of surface.  Two Coats	350	Sqm	70.00	Per sqm	24,500.00
79	Applying epoxy based reactive joining agent for joining the old concrete with fresh concrete to be applied within manufacturer's specified time as per manufacturers specification. (0.4 Kg / m <sup>2</sup> of concrete surface).Applicable only when the full diameter of reinforcement steel is exposed.	100	sqm	309.00	Per sqm	30,900.00
80	Supplying, fitting and fixing Black Stone slab used in Kitchen slab, alcove, wardrobe etc. laid and jointed with necessary adhesive Cement mortar (1:2) including grinding or polishing as per direction of Engineer-in - Charge in Ground Floor.  (a)Slab thickness 20 to 25 mmm	35	Sqm	643.00	Per sqm	22,505.00
81	Supplying,fitting & fixing granite slab 15mm to 18mm thick in floor, lobby, stair, landing and treads etc. over 20mm (avg) thick base of cement mortar (1:2) laid with white cement slurry @ 4.40Kg per Square meter before placing of granite and jointed with white cement slurry @ 2.0 Kg per square meter with necessary pigments and complete as per direction of Engineer-in-charge including cost of all materials, labours, curing and roughening of concrete surface complete.  In ground floor. Area of each Granite slab 0.6 to 1.0 Square meter.	25	Sqm	2774.00	Per sqm	69,350.00
82	Supplying and laying true to line and level Anti-Skid, Full Body, Homogeneous & Granular finish Vitrified Tiles conforming to IS:15622-2006 & IS 4457-2007 and testing shall be made in accordance with IS:13630 [Non- modular sizes for tiles with Skid resistance > 0.5, Mohr's hardness > 5.0, Staining resistance:  Class-1, Water Absorption: E < 0.5%], MOR > 35 N/sq.mm in Internal area of building e.g. Toilet Block, Passage, Corridor, Accessible Open Terrace etc. set in 20 mm sand cement	50	Sqm	1589.00	Per sqm	79,450.00

	<p>mortar (1:4) and 2 mm thick cement slurry at back side of tiles using cement @ 2.91 Kg./Sqm or using Polymerised Adhesive (6 mm thick layer applied directly over finished artificial stone floor/ Mosaic etc without any backing course) laid after application slurry using 1.75 Kg of cement per Sqm below mortar only, joints grouted with admixture of white cement and colouring pigment to match with colour of tiles/ epoxy grout materials of approved make as</p> <p>direct and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labour and all other incidental charges complete true to the manufacturer's specification and direction of Engineer-in-Charge. (White cement, synthetic adhesive and grout material to be supplied by the contractor).b) In Ground Floor: Sizes-600 mm x600mm x10 mm with breaking strength &gt;1500 /N</p>					
82.1	In 1st Floor: Sizes-600 mm x600mm x10 mm with breaking strength >1500 /N	50	Sqm	1601.00	Per sqm	80,050.00
	<b>Plumbing Works</b>					0.00
1	<p>Supplying, fitting and fixing CPVC (Chlorinated Polyvinyl Chloride) pipes of approved make conforming to IS-15778: 2007 . with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbo, nipple, long screw, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, fitting, fixing etc. complete in all respect including cost of all necessary fittings as required, jointing materials in any position above ground. (Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accessories, specials.</p> <p>(b) For Concealed Work</p> <p>(i) CPVC Pipes Class-1,SDR-11</p> <p>20 mm</p>	200	Mtr	143.00	Per Mtr	28,600.00
1.1	32 mm dia	50	Mtr	283.00	Per Mtr	14,150.00
1.2	40 mm dia	75	Mtr	403.00	Per Mtr	30,225.00
1.3	50 mm dia	60	Mtr	658.00	Per Mtr	39,480.00
2	Compact Compact Ball Valve with SS Handle For CPVC/ UPVC Fittings.(As per ASTM D	08	Nos	217.00	Per Nos	1,736.00

	2467, Schedule 80) 20mm					
2.1	40 mm dia	01	No	705.00	Per Nos	705.00
2.2	50 mm dia	01	No	965.00	Per Nos	965.00
3	Tank connecting Nipple 40 mm	04	Nos	190.00	Per Nos	760.00
3.1	50 mm	02	Nos	293.00	Per Nos	586.00
4	Supplying, fitting and fixing G.I. pipes of TATA make with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbow, nipple, long screw, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, making threads, fitting, fixing etc. complete in all respect including cost of all necessary fittings as required, jointing materials and two coats of painting with approved paint in any position above ground. (Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accessories, specials. Payment for painting will be made separately.)-FOR EXPOSED WORK-Medium quality G.I. Pipes.  15 mm. dia Medium quality	60	Mtr	192.00	Per Mtr	11,520.00
4.1	20mm. dia Medium quality	20	Mtr	226.00	Per Mtr	4,520.00
5	Supplying, fitting and fixing Peet's valve fullway gunmetal standard pattern best quality of approved brand bearing I.S.I. marking with fittings (tested to 21 kg per sq. cm.). 20 mm.	04	Nos	657.00	Per Nos	2,628.00
6	Providing and fixing concealed cistern of size 380 mm long, 400 mm wide, 100 mm thick along with flush plate and flush pipe with minimum distances, of 37 mm from wall face with concealed fittings arrangement of approved, quality with all fittings and fixtures complete, including cutting and making, good the walls wherever required. (Model: Cento of Hindware or similar, brand.) [Note: This work should not be executed without specific, permission of Superintending Engineer.	06	Nos	5604.00	Per Nos	33,624.00
7*	Supplying, fitting and fixing bib cock or stop cock.  (a) (i) Chromium plated Bib Cock short body (Equivalent to Code No. 511& Model - Tropical / Sumthing Special of ESSCO or similar brand).)	08	Nos	539.00	Per Nos	4,312.00

	15 mm					
8	Supplying, fitting and fixing bib cock or stop cock. Chromium plated Concealed stop cock (Equivalent to code no 5083 Model-Florentile or Jaquar or Similar brand.)	18	Nos	953.00	Per Nos	17,154.00
9	Supplying, fitting and fixing bib cock or stop cock. Chromium plated Bib cock long body with wall flange with araerator (Equivalent to code no 512 & Model-Tropital/ Sumthing Special of Essco or similar brand)	06	Nos	659.00	Per Nos	3,954.00
10	Chromium plated angular Stop Cock with wall flange (Equivalent to Code No. 5053 & Model - Florentine of Jaquar or similar brand)	42	Nos	815.00	Per Nos	34,230.00
11	Supply of UPVC pipes (B Type) & fittings conforming to IS-13592-1992 Single Socketed 3 Meter Length 110 mm dia	120	Nos	292.00	Per Nos	35,040.00
11.1	Double Socketed 3 Meter Length 110 mm dia	30	Mtr	315.00	Per Mtr	9,450.00
11.2	Double Socketed 1.8 Meter Length 110 mm dia	7.2	Mtr	317.00	Per Mtr	2,282.40
11.3	Double Socketed 1.2 Meter Length 110 mm dia	6	Mtr	322.00	Per Mtr	1,932.00
11.4	Double Socketed 0.60 Meter Length 110 mm dia	1.2	Mtr	337.00	Per Mtr	404.40
11.5	Double Socketed 0.9 Meter Length 110 mm dia	3.6	Mtr	324.00	Per Mtr	1,166.40
11.6	Door Tee 110 mm dia	12	Nos	195.00	Per Nos	2,340.00
11.7	Bend 45 110 mm dia	12	Nos	89.00	Per Nos	1,068.00
11.8	Bend 87.5 110 mm dia	12	Nos	120.00	Per Nos	1,440.00
11.9	Door Bend (T.S.) 110 mm dia	18	Nos	147.00	Per Nos	2,646.00
11.10	Pipe Clip 110 mm dia	80	Nos	21.00	Per Nos	1,680.00
11.11	Passover 110 mm dia	04	Nos	407.00	Per Nos	1,628.00
11.12	Single Socketed 3 Meter Length 160 mm dia	30	Nos	546.00	Per Nos	16,380.00
12	Laboratory table sink including cutting of klaboratory table as required.  450 mm x300mmx150 mm	06	Mtr	2262.00	Per Mtr	13,572.00
13	Supplying, fitting and fixing approved brand P.V.C. CONNECTOR white flexible, with both ends coupling with heavy brass C.P. nut, 15 mm dia. 450 mm long	04	Nos	82.00	Per Nos	328.00
14	Supplying, fitting and fixing approved brand 32 mm dia.P.V.C. waste pipe, with PVC	06	Nos	59.00	Per Nos	354.00

	coupling at one end fitted with necessary clamps. 750 mm long					
15	Supplying P.V.C. water storage tank of approved quality with closed top with lid (Black) - Multilayer. 1500 litre capacity	02	Nos	7840.00	Per Nos	15,680.00
16	Labour for hoisting plastic water storage tank. Upto 1500 litre capacity. Upto 1st story from G.L.	04	Nos	139.00	Per Nos	556.00
17	Labour for punching hole in plastic water storage tank upto 50 mm dia	12	Nos	19.00	Per Nos	228.00
18	Supplying, fitting and fixing best quality Indian make mirror 5.5 mm thick with silvering as per I.S.I. specifications supported on fibre glass frame of any colour, frame size 550 mm X 400 mm	06	Nos	613.00	Per Nos	3,678.00
19	Supplying, fitting and fixing PTMT Smart Shelf of approved make of size 300 mm	04	Nos	223.00	Per Nos	892.00
20	Supplying, fitting and fixing towel rail with two brackets a) C.P. over brass. 25 mm dia. and 600 mm long	04	Nos	430.00	Per Nos	1,720.00
21	Suppling, fitting and fixing wall mounted water closet (European type) size - 500x360x350 mm of white glazed vitreous chinaware of approved make and brand in position complete with necessary nut and bolts (MODEL CARAT of CERA or equivalent.)	06	Nos	3988.00	Per Nos	23,928.00
22	Supplying, fitting and fixing pillar cock of approved make CP Centre hole Basin mixture with regular spout without popup waste system with 450 mm long braided hoses. (Equivalent to Code No. 5167(B) & Model - FLORENTINE of JAQUAR or similar brand).	06	Nos	2458.00	Per Nos	14,748.00
23	Supplying, fitting and fixing bib cock or stop cock CP 2-way bib Cock - 15 mm, supplied, fitted and fixed. (Code No.5041 & Model - FLORENTINE of JAQUAR or similar brand).	06	Nos	1269.00	Per Nos	7,614.00
24	CP Sink Cock with Regular Swinging Spout (Table Mounted Model) (Equivalent to Code No. 5357 of JAQUAR or similar brand).	02	Nos	1022.00	Per Nos	2,044.00
25	Supplying, fitting and fixing C.P. Extension Pipe	40	Nos	106.00	Per Nos	4,240.00
26	Supplying, fitting and fixing C.P. Wall Flange	90	Nos	64.00	Per Nos	5,760.00
27	Supplying, fitting and fixing bib cock or stop cock  (ii) Chromium plated Bib Cock long body with	06	Nos	659.00	Per Nos	3,954.00

	wall flange with aerator (Equivalent to Code No. 512 & Model - Tropical / Sumthing Special of ESSCO or similar brand)					
28	CP 2-way bib Cock - 15 mm, supplied, fitted and fixed. (Code No.5041 & Model - FLORENTINE of JAQUAR or similar brand)	06	Nos	1269.00	Per Nos	7,614.00
29	CP Sink Cock with Regular Swinging Spout (Table Mounted Model) (Equivalent to Code No. 5357 of JAQUAR or similar brand).	02	Nos	1022.00	Per Nos	2,044.00
30	Supplying, fitting and fixing C.P. Extension Pipe	40	Nos	106.00	Per Nos	4,240.00
31	Supplying, fitting and fixing C.P. Wall Flange	90	Nos	64.00	Per Nos	5,760.00
32	Supplying, fitting and fixing stainless steel sink complete with waste fittings and two coats of painting of C.I. brackets.Sink with drain board 1050 mm X 450 mm X 180 mm	02	Nos	5006.00	Per Nos	10,012.00
33	Supplying, fitting and fixing shower of approved brand and make. Chromium plated Hand shower 70mm dia Round Shape Single flow with Flexible Tube & fittings (Equivalent to Code No. ESH-5512 & Model -Tropical / Sumthing Special of ESSCO or similar).	06	Nos	1228.00	Per Nos	7,368.00
34	Supplying, fitting and fixing shower of approved brand and make. Chromium plated Hand Shower(Health Faucet) with 1mtr Flexible Tube with Wall Hook(Equivalent to Code No.573 & Model -ALLIED of Jaquar or similar)	06	Nos	1251.00	Per Nos	7,506.00
35	Supplying, fitting and fixing shower of approved brand and make. Chromium plated overhead Rain shower (Square), size-180x180mmwith revolving joint (Model Code No. F7010501 of CERA or equivalent)	06	Nos	380.00	Per Nos	2,280.00
36	Constructing Inspection pit of inside measurement 600mm X 600mm X upto 600m (depth) with 250 mm thick 1st. class brick work in cement mortar (1:4) on all sides ,bottom of the pit consisting of 100 mm thick cement concrete (1:3:6) with stone chips over a layer of jhama brick flat soling, 15 mm thick (1:4) cement plaster to inside  walls and out-side walls upto G.L. and 20 mm. thick (1:4) plaster to bottom of the pit, providing necessary invert with cement concrete (1:3:6) with stone chips as per direction, neat cement finishing to entire internal surfaces, top of the pit covered with100 mm thick R.C.C. slab (1:1.5:3) with stone chips and necessary reinforcements upto 1% and shuttering including 6 mm thick cement plaster (1:4) in all external surfaces	06	Nos	7303.00	Per Nos	43,818.00



	of the slab and one 560 mm dia. R.C.C. manhole cover of approved make supplied, fitted and fixed in the slab with necessary fittings, necessary earthwork in excavation in all sorts of soil, filling sides of the pit with earth and removing spoils after work complete in all respect with all costs of labour and materials.  i) With Pakur variety. (SAIL/TATA/RINL)					
	Total of Part -A = Rs.					56,93,325.38
	<b>For Interior works (Part B )</b>					
1	LAMINATED WOODEN FLOORING (1200X190X8MM) Supplying, fitting and fixing 8mm thick Laminated wooden Flooring Work conforming to EN13329:2006 with plank size not less than 1200 mm X 190 mm (with unilin/tongue-groove locking arrangement) having 0.2mm thk top abrasive layer over a decorative layer followed by a High-density fibreboard (HDF) having density > 850 kg/m <sup>3</sup> substrate core over a resin saturated backing layer and installing through unilin or tongue-groove system (having locking strength not less than 1000 kg/m) over a 2 mm thk underlayer polyurethane foam on polythene sheet 250 micron, over a smooth, flat, hard subfloor free from moisture (< 8%), grease etc. complete in all respect with requisite accessories like end profile, transition profile, reducer 'T' profile etc. wherever required and preparation of base including all other incidental works as per direction & satisfaction of Engineer in charge. Cost of Laminate Floor Accessories only (Skirting ,End edge, T- moulding, Reducer) shall have to be added separately, wherever required. (This work should not be executed without specific permission of Superintending Engineer).	510	Sqm.	1275.00	Per Sqm	6,50,250.00
1.1	Add extra for each addl, floor over the rate for Ground Floor (I) upto 4 th floor- Rs. 12/-per Sq.m	255	Sqm	12.00	Per Sqm	3,060.00
2	Supplying profiles of required section made of Aluminium Alloy Extrusions conforming to IS: 732-1983 and IS: 1285- 1975; Anodized (with required film thickness and specified colour / natural) matt finished conforming to IS: 1868-1983 for fabrication of composit door, sliding & casement windows, partitions, formed of basic sections of any ISI embossed / certified make and brand as per direction of Engineer - InCharge. (Payment will be made on finished length of the work).					
	(A) In 10-12 Micron thickness Anodizing film					
	Fixed glazing					

2.1	Top, bottom and side member	27	Mtr	321.00	Per Meter	8,667.00
2.2	Mullion.	15	Mtr	339.00	Per Meter	5,085.00
2.3	Glazing clip	27	Mtr	50.00	Per Meter	1,350.00
3	Supplying bubble free float glass of approved make and brand conforming to IS: 2835-1987. 6mm thick coloured / tinted / smoke glass	15	Sqm	661.00	Per Sqm	9,915.00
4	Supplying Glazing Silicon of approved make and brand for fixing of Glass on Sub-frame as per direction of Engineer-in-charge for Structural Glazing/Curtain wall etc. Glazing Silicon for fixing Glass on Sub frame	27	Mtr	112.00	Per Meter	3,024.00
5	Supplying Weather Silicone sealant of approved make and brand for fixing of grove line between the Glasses as per direction of Engineer-incharge. for Structural Glazing/Curtain wall.	27	Mtr.	57.00	Per Mtr.	1,539.00
6	Labour charge for fabrication and installation of structural Glazing/Curtain Wall made from annodized extruded allooy aluminium sections for the following units:- Structural Glazing made of extruded and annodized alloy aluminium sections, fabrications including cutting to proper shape and size, drilling including cost of brackets, fastener bolt, mullion bolt, nuts & washers, maskin tape, double side adhesieve crosslink foam (used for guard of glazed silicon on sub-frame), tissue paper foam (used as filler between sub-frame and under backing of weather silicon), screws and other necessary hardwares, fixing of glass as per drawing, specification and direction of Engineer-in-Charge. (The rate includes hire charges of all tools and plants, including all incidental charges, adhesive, joiners such as screw, cleate angle, etc. but excluded the cost of extruded aluminium sections, glass, glazed silicon, weather silicon etc.)	30	Sqm.	850.00	Per Sqm	25,500.00
7	Providing and fixing partition upto ceiling height consisting of G.I. frame and required board, consisting of floor and ceiling channel 50/51 mm wide having equal flanges of 32 mm and 0.50 mm thick, fixed to the floor and ceiling at the spacing of 610mm centre to centre with dash fastener of 12.5 mm dia meter 50 mm length or suitable anchor fastener or metal screws with nylon plugs and the studs 48 mm wide having one flange of 34 mm and other flange 36 mm and 0.50 mm thick fixed vertically within flanges of floor and ceiling channel and placed at a	70	Sqm	1474.00	Per Sqm	1,03,180.00

	spacing of 610 mm centre to centre by 6 mm dia bolts and nuts, including fixing of studs along both ends of partition fixed flush to wall with suitable anchor fastener or metal screws with nylon plugs at spacing of 450 mm centre to centre, and fixing of boards to both side of frame work by 25 mm long dry wall screws on studs, floor and ceiling channels at the spacing of 300 mm centre to centre.The boards are to be fixed to the frame work with joints staggered to avoid through cracks, M.S. fixing channel of 99 mm width (0.9 mm thick having two flanges of 9.5 mm each) to be provided at the horizontal joints of two boards, fixed to the studs using metal to metal flat head screws, including jointing and finishing to a flush finish with recommended jointing compound, jointing tape, angle beads at corners (25 mm x 25 mm x 0.5 mm), joint finisher and two coats of primer suitable for board as per manufacture's specification and direction of engineer in charge all complete. ii) 70 to 71 mm overall thickness partition using 10 mm thick High pressure steam cured non-Asbestos multipurpose Cement Board reinforced with cellulose fibre (Density>1250kg/m3) manufactured through autoclaving process as per IS: 14862 with suitable fibre cement screws.					
8	(A) Partition of commercial ply as per design fitted and fixed complete (excluding the supporting framework but including necessary teak wood battens of size 40mmx 25 mm): In Ground Floor (ii) 6mm thick	70	Sqm.	620.00	Per Sqm	43,400.00
9	(A) Wood work in posts, post plates, rafters, battens, truss members, purlins etc. fitted and fixed complete (excluding the cost of bolts, paints, but including the cost of nails, screws etc.) (The quantum should be corrected upto three decimals) (i) Sal : Siliguri.	2	Cum	98177.00	Per Sqm	1,96,354.00
				Total of Part -B = Rs. 10,51,324.00		
Additional items (Part C)						
1.	Repairs to roof cracks with cement and sand mortar (1:4)including cutting grooves and cleaning cracks and grouting the cracks with neat cement before repairs. (Cement 0.63Kg/Mtr. )	300	Mtr	14.00	Per Mtr.	4200
2.	Applying 2 coats of bonding agent with synthetic multi functional rubber emulsion having adhesive and water proofing properties by mixing with water in	400	Sqm	88.00	Per Sqm	35200

	proportion (1 bonding agent : 4 water : 6 cement) as per Manufacturer's specification [Cement to be supplied by the Department]					
3.	Teflon Nozzles for Grouting: Drilling and fixing Teflon nozzles in RCC members,Drilling 12 mm dia.& 50 to 75 mm deep holes in structural members at the intervals of 450 mm in staggered manner or as directed by the Engineer. (Approx 3 nos / Sqmt) Cleaning of holes: Clean the holes by air blower prior to fixing nozzles. Fixing of Nozzles: Insert 12 mm dia. Teflon nozzles in cleaned holes. External end of nozzles to be machined to receive outlet of grouting gun. Fix it inside the holes by applying Lokfix to ensure complete sealing. Wait till it gets set. After completion of grouting remove excess nozzle part without damaging structural elements.	2100	Each	64.00	Per nos	134400.00
4.	Injection Grouting / Flooding: Providing and injecting low viscosity epoxy grout having viscosity less than 200 cps into concrete/masonry at 150mm to 300 mm centre to centre through Rohibb Injector & nylon nipples of 12 mm dia fixed into 14 mm dia drilled holes at 4-7 kg /cm2 pressure and heavy flexural strength of 110-130 kg / cm2 & bond strength of 80-100 kg / cm2. Grouting tobe done in cracks till the nozzle refuses to accept the grout or it flows from the adjacent nozzle and removing the nipples & sealing it with non-shrink epoxy putty (Material : Fosroc/ Sika / Basf Or equivalent).	120	Kg	1109.00	per Kg	133080.00
	(A) Cement Grout	100	Kg	48.00		4800.00
	(B) Cement mortar (1:1) <b>Grouting</b>	200	Kg	130.00		26000.00
5.	Unforeseen miscellaneous items of work that are nor covered in BOQ items due to change or modification of the work as per site condition to be paid either through any Scheduleof Rates of PWD or Irrigation Deptt of WB plus/minus Tender Rate or Actual Cost plus as per " <b>Rate for payment against extra Items</b> " clause of the Spl conditions of the Contract upon specific prior approval of the Chief Engineer.		LS		LS	10,00,000.00
				Total Part - C		<b>13,37,680.00</b>
<b>Total of Part- A + Part –B+Part-C = Rs. 80,82,329.38</b>						
Electrical Work						
Electrical Installation Part						
1	Supplying and fixing 415 V Four Pole 160A MCCB of Breaking capacity 35kA with	1	No	9759.00	Per no	9,759.00

	adjustable thermal and fixed magnetic setting in existing enclosure and necessary connection. [after CESC meter supply]					
2	Supplying and fixing of suitable size SS enclosure with IP-20/30 protection, powder coated provision for housing above Four pole (4P) 160A MCCB, concealed in wall after cutting the wall & mending good the damages to original finish/ on flat iron frame as directed by EIC incl. painting, connection & provision for earthing attachment	1	No	584.00	Per no	584.00
3	Supply of 1.1 kV grade 3.5 core 120 sq. mm. XLPE insulated unarmoured Aluminium cable.  [CESC meter to MCCB to VTPN DB]	20	Mtr	926.00	Per Mtr	18,520.00
4	Laying of above 3.5 core 120 sq. mm. XLPE cable on wall/ surface incl. S&F of nec. GI saddles as required.	20	Mtr	86.00	Per Mtr	1,720.00
5	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moisture-proof entry of above XLPE cable.	4	Nos	274.00	Per no	1,096.00
6	Finishing the end of above mentioned cable by crimping method incl. supplying and fixing solderless socket (Dowels make), tapes, anticorrosive paste & jointing materials.	4	Set	381.00	Per set	1,524.00
7	Supply and Fixing of double door Vertical TPN MCCB Main Distribution Board (6way) with IP-42/43 protection along with 160A, FP 415V, 25kA adjustable thermal and Fixed magnetic setting MCCB as Incomer and (a) 2 Nos. 25KA, 415V AC, 100A TP, C-Charecteristics MCCB, (b) 4 Nos. 10KA 415V AC, 40A TP, C-Charecteristics MCB as outgoing, concealed in wall after cutting the wall & mending good the damages to original finish incl. interconnection with suitable size of copper wire , extended terminals/spreader link sets and neutral link & provision for earthing attachment. The DB is to be fabricated as per above specification, if not readily available. [Gr. Floor]	1	No	44571.0	Per no	44,571.00
8	Supply of 1.1 kV grade 3.5 core 70 sq. mm. XLPE insulated unarmoured Aluminium cable.  [VTPN DB to PDB]	40	Mtr	573.00	Per mtr	22,920.00
9	Laying of above 3.5 core 70 sq. mm. XLPE cable in floor/pavement/wall etc., after cutting floor/pavement/ wall/ and making holes incl., embedding the cable at an average depth of 100 mm and mending good the damages to original finish incl.	40	Mtr	159.00	Per mtr	6,360.00

	removing the rubbish.					
10	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moisture-proof entry of above XLPE cable.	4	Nos	212.00	Each	848.00
11	Finishing the end of above mentioned cable by crimping method incl. supplying and fixing solderless socket (Dowels make), tapes, anticorrosive paste & jointing materials.	4	Set	263.00	Per set	1,052.00
12	Supply of 1.1 kV grade 4C core 16 sq. mm. XLPE insulated armoured Aluminium cable. [VTPN DB to LDB, for Yard light, Bollard]	350	Mtr	226.00	Per mtr	79,100.00
13	Laying of above 4C 16 sq. mm. XLPE cable in floor/pavement/wall etc., after cutting floor/pavement/ wall/ and making holes incl., embedding the cable at an average depth of 75 mm and mending good the damages to original finish incl. removing the rubbish.	50	Mtr	127.00	Per mtr	6,350.00
14	Laying of above 4C 16 sq. mm. XLPE cable through HDPE pipe including supplying and laying of suitable size HDPE pipe, ISI marked, along with all accessories like socket, bend, couplers etc. Complete with fitting and cutting,  jointing etc. direct in ground (75 cm below ground level) including excavation and refilling the trench etc. complete as required.	300	Mtr	122.00	Per mtr	36,600.00
15	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moisture-proof entry of above XLPE cable.	36	Nos	132.00	Per no	4,752.00
16	Finishing the end of above mentioned cable by crimping method incl. supplying and fixing solderless socket (Dowels make), tapes, anticorrosive paste & jointing materials.	36	Set	227.00	Per Set	8,172.00
17	Supplying and fixing of vertical double door TPN Power Distribution board (4 way) with IP-42/43 protection having 1No. 25KA, 415V AC, 100A FP C-Charecteristic with adjustable thermal and fixed magnetic settings MCCB as incomer and 12 Nos. 10KA 240V AC, 63A SP, C-Charecteristics MCB as outgoing, concealed in wall after cutting the wall & mending good the damages to original finish incl. Inter connection with suitable size of copper wire, extended terminals/spreader link sets and neutral link & provision for earthing attachment. The DB is to be fabricated as per above specification, if not readily available.	2	Nos	20834.00	Per no	41,668.00

	[Gr. Floor, 1st Floor]					
18	<p>Supplying and fixing of 4 way double door Horizontal TPN Light Distribution board with IP-42/43 protection, concealed in wall after cutting the wall &amp; mending good the damages to original finish incl. Inter connection with suitable size of copper wire and neutral link &amp; provision for earthing attachment. The DB should have:</p> <p>(i) Incomer: 1No. 10KA, 415V AC, 40A TPN C-Charecteristic MCB on din rail of existing DBs and necessary connection.</p> <p>ii) Outgoing: 12 Nos. 10KA 240V AC, 6-32A SP, C-Charecteristics MCB on din rail of existing DBs and necessary connection.</p> <p>[Gr. Floor, 1st Floor]</p>	2	Nos	6961.00	Per no	13,922.00
19	<p>Supplying and fixing of 8 way double door Horizontal SPN Sub-Power Distribution board with IP-42/43 protection, concealed in wall after cutting the wall &amp; mending good the damages to original finish incl. Inter connection with suitable size of copper wire and neutral link &amp; provision for earthing attachment. The DB should have:</p> <p>(i) Incomer: 1No. 10KA, 240V AC, 63A SPN C-Charecteristic MCB on din rail of existing DBs and necessary connection.</p> <p>ii) Outgoing: 8 Nos. 10KA 240V AC, 6-32A SP, C-Charecteristics MCB on din rail of existing DBs and necessary connection.</p> <p>[Gr. Floor, 1st Floor]</p>	10	Nos	5309.00	Per no	53,090.00
20	<p>Supplying and fixing of 8 way double door Horizontal SPN Sub-Light Distribution board with IP-42/43 protection, concealed in wall after cutting the wall &amp; mending good the damages to original finish incl. Inter connection with suitable size of copper wire and neutral link &amp; provision for earthing attachment. The DB should have:</p> <p>(i) Incomer: 1No. 10KA, 240V AC, 32A SPN C-Charecteristic MCB on din rail of existing DBs and necessary connection.</p> <p>ii) Outgoing: 8 Nos. 10KA 240V AC, 6-32A SP, C-Charecteristics MCB on din rail of existing DBs and necessary connection.</p> <p>[Gr. Floor, 1st Floor]</p>	8	Nos	4917.00	Per no	39,336.00
21	Distribution wiring in 1.1 KV grade 2x16 sqmm + 1x 10sqmm single core stranded 'FRLS' PVC insulated & unsheathed copper	300	RM	621.00	Per RM	1,86,300.00

	wire in suitable size PVC pipe complete with all accessories (S&F) embedded in wall incl. necy. fittings etc. and mending good damages to original finish.  [PDB to PSDB]					
22	Distribution wiring in 1.1 KV grade 2x6 sqmm + 1x 4sqmm single core stranded 'FRLS' PVC insulated & unsheathed copper wire in suitable size PVC pipe complete with all accessories embedded in wall incl. necy. fittings etc. and mending good damages to original finish.  [LDB to LSDB]	150	RM	250.00	Per RM	37,500.00
23	Distribution wiring in 1.1 KV grade 2x4 sqmm + 1x 2.5 sqmm single core stranded 'FRLS' PVC insulated & unsheathed copper wire in suitable size PVC pipe complete with all accessories embedded in wall incl. necy. fittings etc. and mending good damages to original finish.  [AC, 15/16A Plug Points]	800	RM	206.00	Per RM	1,64,800.00
24	Distribution wiring in 1.1 KV grade 2x2.5 sqmm + 1x 1.5 sqmm single core stranded 'FRLS' PVC insulated & unsheathed copper wire in suitable size PVC pipe complete with all accessories embedded in wall incl. necy. fittings etc. and mending good damages to original finish.  [LSDB to S/w Board, 3 nos. 6A Plug point, separate Plug Point]	1800	RM	176.00	Per RM	3,16,800.00
25	Distribution wiring in 1.1 KV grade 2x22/0.3 (1.5 sqmm) + 1x22/0.3 (1.5 sqmm) single core stranded 'FRLS' PVC insulated & unsheathed copper wire partly in suitable size PVC rigid conduit [for ceiling portion only] and in suitable size PVC rigid conduit [for horizontal & vertical run embedded in wall], including S&F of ceiling rose, Holder, etc as required for light, fan, 2way Modular switch (Staircase, Bed Room etc.) (incl. S & F), call bell points with S & F of modular type switch fixed on Modular GI switch board providing neutral link in S.B with top cover plate flushed in wall incl. mending good damages to original finish. [only PVC Rigid Conduit on ceiling and remaining portion concealed]. Average Run- 6mtr	300	points	793.00	Per point	2,37,900.00
26	Supply of 1200 mm sweep, BEE 5 star rated, ceiling fan with Brush Less Direct Current	30	Nos	2185.00	Per nos	65,550.00



	(BLDC) Motor, class of insulation: B, 3 nos. blades, 2 nos. canopies, shackle kit, safety rope, copper winding, Power Factor not less than 0.9, Service Value (CMM/W) minimum 6.85, Air delivery minimum 215 CMM, 350 RPM (tolerance as per IS : 3742019), THD less than 10%, electronic regulator unit for speed control and all remaining accessories including safety pin, nut bolts, washers, temperature rise=75 degree C (max.), insulation resistance more than 2 mega ohm, suitable for 230 V, 50 Hz, single phase AC Supply, earthing etc. complete as required.					
27	Installation, Testing & Commissioning of ceiling fan complete with blade, regulator, canopy etc. with S & F of appropriate length of MS down rod & making necessary connection by cu wire.	30	Nos	66.00	Per nos	1,980.00
28	Supply & Fixing 240V, 100Watt Modular Socket type fan regulator on existing Modular GI switch board with top cover plate incl. making necy. connections etc.	30	Nos	444.00	Per nos	13,320.00
29	Supply and delivery at site of 12 inch. (300 mm) sweep Heavy Duty Exhaust Fan with aluminium die cast body (min 900 RPM).	8	Nos	2000.00	Per nos	16,000.00
30	Fixing of exhaust fan after making hole in wall and making good damages and smooth cement finish etc. as required and providing necy. length of PVC insulated copper wire for making connection for 12 inch. (300 mm) sweep Heavy Duty Exhaust Fan.	9	Nos	329.00	Per nos	2,961.00
31	Supply of LED batten light (1.2m) similar to Philips Make BN021LED22SWH model with all required accessories as per site.	10	Nos	350.00	Per nos	3,500.00
32	Installation of above in all respect.	10	Nos	100.00	Per nos	1,000.00
33	Supply of LED foot light similar to Philips Make 34152 model with all required accessories as per site.	27	Nos	350.00	Per nos	9,450.00
34	Installation of above in all respect.	27	Nos	56.00	Per nos	1,512.00
35	Supply of LED Head wall light similar to Philips make 58145 model incl. luminarie and with all required accessories as per site condition.	22	Nos	3500.00	Per nos	77,000.00
36	Installation of above in all respect.	22	Nos	56.00	Per nos	1,232.00
37	Supply of LED Floor lamp similar to Philips make 58150 model incl. luminarie and with all required accessories as per site condition.	5	Nos	6900.00	Per nos	34,500.00
38	Installation of above in all respect	5	Nos	100.00	Per nos	500.00

39	Supply of LED Sandalwood pendant similar to Philips make 40917 model incl. luminarie and with all required accessories as per site condition.	5	Nos	7900.00	Per nos	39,500.00
40	Installation of above in all respect.	5	Nos	100.00	Per nos	500.00
41	Supply of LED Lustre Pendant similar to Philips make 41058 model incl. luminarie and with all required accessories as per site condition.	45	Nos	3900.00	Per nos	1,75,500.00
42	Installation of above in all respect.	45	Nos	100.00	Per nos	4,500.00
43	Supply of LED Aquila wall light similar to Philips make 58157 model with all required accessories as per site condition.	10	Nos	3600.00	Per nos	36,000.00
44	Installation of above in all respect.	10	Nos	100.00	Per nos	1,000.00
45	Supply of LED Desk light similar to Philips make 61013 model with all required accessories as per site condition.	2	Nos	1950.00	Per nos	3,900.00
46	Installation of above in all respect.	2	Nos	48.00	Per nos	96.00
47	Supply of LED Decorative chandeliers similar to Philips make 581854 model incl. luminaries and with all required accessories as per site condition.	6	Nos	35000.00	Per nos	2,10,000.00
48	Installation of above in all respect.	6	Nos	214.00	Per nos	1,284.00
49	Supply of 5 mtr LED strips light similar to Philips make SKY COVE 5MTS model with all required accessories as per site condition.	10	Nos	1400.00	Per nos	14,000.00
50	Installation of above in all respect.	10	Nos	100.00	Per nos	1,000.00
51	Supply of LED Bollard similar to Philips make BCP400 model with all required accessories as per site condition.	20	Nos	8900.00	Per nos	1,78,000.00
52	Installation of above in all respect incl. wiring & connections.	20	Nos	100.00	Per nos	2,000.00
53	Supply of 100W LED Flood light similar to Philips make BVP181 LED 100 model with all required accessories as per site condition.	8	Nos	5000.00	Per nos	40,000.00
54	Fixing of above LED light fitting complete with all accessories and with suitable tie clamps & GI plate for mounting on pole.	8	Nos	543.00	Per nos	4,344.00
55	Supply of LED table lamp similar to Philips make 581877 model with all required accessories as per site condition.	16	Nos	3800.00	Per nos	60,800.00
56	Installation of above in all respect.	16	Nos	48.00	Per nos	768.00
57	Supply & Fixing 240 V, 6 A, 5 pin Modular type plug socket with 6A switch, without	35	Set	377.00	Per set	13,195.00

	plug top on GI Modular type switch board embedded in wall with Module top cover plate incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc. (Separate 6 amp)					
58	Supply & Fixing 3 nos. 240 V, 6 A, 5 pin Modular type plug socket with 4no 6A switch(each set), without plug top on GI Modular type switch board embedded in wall with Module top cover plate incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	10	Set	1268.00	Per set	12,680.00
59	Supply & Fixing 240 V, 5/15 A, 5 pin Modular type plug socket with 16A Modular type switch, Modular switch type SP MCB (C-Curve) etc. complete set, without plug top on GI Modular type switch board embedded in wall with top cover plate incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc. (Separate 15 amp)	35	Set	535.00	Per set	18,725.00
60	Distribution Wiring in 1.1 KV grade 2x22/0.3 (1.5 sqmm) single core stranded 'FRLS' PVC insulated & unsheathed copper wire with 1x22/0.3 (1.5 sqmm) single core stranded 'FRLS' PVC insulated & unsheathed copper wire in suitable size PVC conduit complete with all accessories embedded in wall to for ECC, to 240 V 6A, 5 pin plug point incl. S&F 240 V 6A, 5 pin Modular type plug socket & Modular type switch incl. S&F earth continuity wire, fixed on Module GI switch board with Module top cover plate flushed in wall incl. mending good damages to original finish ( On Board)	35	Nos	249.00	Per nos	8,715.00
61	Supplying & Fixing of suitable size SMC/ FRP type water proof loop box having connector, one 250V 15 A kit-kat fuse unit and suitable openings for entry & exit of 4C 16sqmm armoured Aluminium cable including required civil work for fixing.	20	Nos	458.00	Per nos	9,160.00
62	Supply of water proof GI type Feeder Pillar Box at site having the following arrangement:  a. 1no. 415V 10KA 40A FP MCB as incomer, 4 no. 415V 32A TP MCB as outgoing with necessary copper bus bar arrangement as required.  b. Supplying & fixing of 3 nos. programmable timer switch with suitable rating contactor & bypass switch. Technical Specification	1	No	28728.00	Per nos	28,728.00

	section is to be referred for detail specification of feeder pillar box.					
63	Installation of above pillar box incl. supply of foundation accessories consisting of cement, bricks, sand, stone chips, labour etc. complete and mending good damages.	1	No	2873.00	Per nos	2,873.00
64	Supply & delivery of 7 meter high hot dip galvanised GI light Pole of type 410 SP 03 fitted with GI arm bracket suitable for installing one no. LED luminarie. The Pole should have fitted with suitable loop in loop out box in GI lockable enclosure at suitable height and with base plate and cap as per latest IS Spec.	8	Nos	10118.00	Per nos	80,944.00
65	Erection of above pole with suitable numbers foundation bolts (incl. S & F bolt, nut, washer etc.) in CC foundation of size 0.6x0.6x1.70m, having 600x600x150 mm thick CC (4:2:1) base block with hard jhama metal including 3 mm thick neat cemented finish and GI earth bolt after making drilled holes etc. on pole along with supply & installation of 2 nos. of suitable dia PVC pipe for cable entry and cable exit including filling up the excavated earth pit with shifted soil and ramming properly and S & F of 2x2.5 sq. mm. + 1x1.5 sq. mm. single core stranded PVC insulated Cu wire for connection from pole LILO(Loop-In-LoopOut) box to luminaries incl. finishing etc. complete in all respect. All the poles shall be properly earthed with spike electrodes of 1.5 mtr length incl. S & F of GI Spike Electrode and S & F of 8 SWG GI Earth wire of suitable length.	8	Nos	3335.00	Per nos	26,680.00
66	Supplying & Fixing 240 V AC/DC superior type Multitune Call Bell with selector switch for single/Multi Tunes mode on HW board incl. S&F HW board, incl. Supply of batteries, if Battery operated.	12	Nos	294.00	Per nos	3,528.00
67	Supplying & fixing earth busbar of galvanized (Hot Dip) MS flat 50 mm x 6 mm on wall having clearance of 6 mm from wall including providing drilled holes on the busbar complete with GI bolts, nuts, washers, spacing insulators etc. as required.	2	Mtr	216.00	Per mtr	432.00
68	Earthing with 50 mm dia ISI Medium GI pipe 3.64 mm thick x 3.04 Mts. long and 1 x 4 SWG GI (Hot Dip) wire (4 Mts. long), 13 mm dia x 80 mm long GI bolts, double nuts, double washers incl. S & F 15 mm dia GI pipe protection (1 Mts. long) to be filled with bitumen partly under the ground level and partly above ground level driven to an average depth of 3.65 Mts. below the ground	4	Nos	3030.00	Per nos	12,120.00

	level and also providing masonry enclosure on the top of the earth electrode of overall size 86.36 cm x 86.36 cm x 46 cm deep (below Ground level) complete with cemented brick work(1:6) of 25 cm width duly plastered with cement mortar (inside) CI hinged inspection cover of size 36.56 cm x 35.56 cm with locking arrangement, GI reducer including drilling of 46 nos. 12 mm dia holes on the GI pipe and treating of soil by using salt and charcoal as required.					
69	Connecting the equipments/earthing rods to earth busbar including S&F 25 mm x 5 mm galvanised (Hot Dip) MS flat on wall/floor with GI saddles as required and connection to equipments incl. drilling holes, with bolts, nuts, washers etc.	50	Mtr	138.00	Per mtr	6,900.00
70	Connecting the equipments to earth bus bar including supply & laying of 1C 4.0sqmm PVC 'FRLS' copper wire along with concealed distribution wiring pipe.  [Busbar to VTPN to PDB/LDB]	200	Mtr	66.00	Per mtr	13,200.00
71	Connecting the equipments to earth busbar including S & F of 8 SWG GI  (Hot Dip) wire on wall/floor with staples buried inside wall/floor as required and making connection to  equipments with bolts, nuts, washers, cable lugs etc. as required and mending good damages	200	Mtr	9.00	Per mtr	1,800.00
72	Supply of energy efficient 25 Ltr storage type electric water heater having 5 star rating (standing loss in kWh/24h/degree C <= 0.511 ) conforming to IS 2082(or latest amendment), Rated pressure min 0.8 Mpa, incoloy glass coated heating element, stainless steel tank, having thermal cut-off, multifunctional safety valve, min 2 meter length flexible cable with 3 pin plug top of min 16 A having electrical protection to cut off power immediately in case of current leakage and protect users from electric shock (either integrated in plug top or seperate). The geyser should also have Energy saving high density PUF insulation. The geyser should avoid direct contact between cold and hot water flow for faster heating and optimized energy saving. Temperature control feature should be provided in geyser	6	Nos	14093.00	Per nos	84,558.00
73	Installation & commissioning of aforesaid geyser units on wall along with all accessories like mounting screws/	6	Nos	705.00	Per nos	4,230.00

	brackets, flexible connecting pipes of suitable length etc., complete in all respect					
	<b>Air Conditioning Part</b>					
74	Supply & delivery of 2.0 T Split, Inverter type room air conditioner as per technical specification	18	Nos	56000.00	Per nos	10,08,000.00
75	Installation & commissioning of above 2.0 T Split, Inverter type room air conditioner with outdoor support.	18	Nos	2325.00	Per nos	41,850.00
76	Supply & installation of M.S. Bracket for holding ODUs for split, inverter type AC.	18	Nos	800.00	Per nos	14,400.00
77	Supply and fixing Copper refrigerant pipes ( both suction & discharge) with 25mm thick nitrile rubber insulation exceeding 3 mtr. for each split AC.	275	RM	589.00	Per RM	1,61,975.00
78	Supply & fixing of flexible Water drainage pipe	90	RM	54.00	Per RM	4,860.00
79	Supply & fixing of 3/4 inch rigid PVC water pipe for drainage incl. nec. accessories as per site requirement.	50	RM	40.00	Per RM	2,000.00
80	Supply & fixing of 1&1/4 inch rigid PVC water pipe for drainage incl. nec. accessories as per site requirement.	150	RM	70.00	Per RM	10,500.00
81	Cutting of channel on wall/floor surface for fixing of water drainage pipe and mending good damages to original finish after fixing of water drainage pipe of max. size 1.25 inch.	200	Mtr	100.00	Per mtr	20,000.00
82	Supply & laying of 4C 2.5 sq. mm. round CTS PVC insulated electric Copper wire.	300	Nos	60.00	Per nos	18,000.00
83	Supply & fixing 15 A plug top for AC Machines	18	Nos	80.00	Per nos	1,440.00
84	S & F of iron caging of 5mm x 25mm MS strip with lock & key for ODU of ACs, including painting of caging.	18	Nos	2394.00	Per nos	43,092.00
85	Supply & Fixing 240 V, 25A, Modular type starter with socket for 2T AC machine with 25 A Modular switch type DP MCB (C Curve) on GI Modular type switch board embedded in wall with top cover plate incl. S & F switch board and cover plate and making necy. connections with PVC Cu wire and Cu earth continuity wire etc.	18	Nos	1047.00	Per nos	18,846.00
Total of Electrical Part = Rs.40,10,372.00						
	<b>Total Amount of Civil Work &amp; Electrical Work = Rs. 1,20,92,701.38</b>					

Total = **Rs. 1,20,92,701.38**

		<u>price to be quoted her</u>		
(a).....%		Below par (-) Rs	}	NIL
(in figures)				
.....Percent		At par	}	
(in words)				
(b).....		Above par (+) Rs.	}	
(c).....%				
(in figures)				
.....Percent				
(in words)				

**Total Tendered Amount: Rs.** \_\_\_\_\_

Total tendered amount (in words.....)

**[The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra]**

Maximum number of workmen likely to be engaged in days work..... numbers

Permanent Income Tax A/C.No... ..

Date:

\_\_\_\_\_  
(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted /  
stated above are to be carried over to Form of Tender attached]

Witness: -

(Name in block letters)

Address:

Occupation:

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**  
**FORM OF TENDER**

To  
 The Chief Engineer,  
 Syama Prasad Mookerjee Port, Kolkata.

I/We \_\_\_\_\_  
 \_\_\_\_\_ having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of The manual limited tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **45( Forty Five ) Days** from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of The manual limited tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and The manual limited tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs.

(Repeat in words) \_\_\_\_\_

\_\_\_\_\_

I / We require \_\_\_\_\_ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' Manager (Finance), SMP, Kolkata vide Receipt No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

I / We agree that the period for which The manual limited tender shall remain open for acceptance shall not be less than four months.

Dated:

(Signature of Bidder with Seal)

Name of the Bidder :

Address :





**KOLKATA PORT TRUST**  
**KOLKATA DOCK SYSTEM**  
**CIVIL ENGINEERING DEPARTMENT**  
**15, STRAND ROAD , KOLKATA -700001**

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**GENERAL CONDITIONS OF CONTRACT**

**FORMS AND AGREEMENTS**

**SANCTIONED BY TRUSTEES UNDER  
RESOLUTION NO. 92  
OF  
THE 6<sup>TH</sup> MEETING HELD ON 27<sup>TH</sup> MAY, 1993.**

**(Copy of Booklet Published on May, 1993)**

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## GENERAL CONDITIONS OF CONTRACT

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#### **CLAU SE**

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## 1. DEFINITIONS

In the contract, as her-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.

**"Employer"** or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.

**"Chairman"** means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.

**"Contractor"** means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.

**"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager ( Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.

**"Engineer's Representative"** means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.

**"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.

**"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.

**"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.

**"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

**"Drawings"** means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

**"Contract"** means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.

**"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

**"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.

**"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.

**"Month"** means English Calendar Month.

**"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).

Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.

The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

## **2. DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE**

The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.

The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative.

The Engineer shall have full power and authority

- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- (c) to order for any variation, alternation and modification of the work and for extra works.
- (d) to issue certificates as per contract.
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f) to grant extension of completion time.

The Engineer's representative shall:

- (a) watch and supervise the works.
- (b) test and examine any material to be used or workmanship employed in connection with the work.
- (c) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
- (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.
- (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
- (g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

Provided always that the Engineer's Representative shall have no power:

- (a) to order any work involving delay or any extra payment by the Trustees,
- (b) to make variation of or in the works and
- (c) to relieve the Contractor of any of his duties or obligations under the Contract.

Provided also as follows:

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

### **3. THE TENDER / OFFER AND ITS PRE-REQUISITES**

The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
- (c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

- (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialing of the revised figure.

If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

- (a) Unless otherwise stipulated in the Notice Inviting the Tender/Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Estimated Value	Amount of Earnest Money	
	For works contract.	For contract of supplying materials of equipment only
Up to Rs.1,00,000/-	5% of the estimated value of work	1% of the estimated value of work.
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs.20,000/- and minimum of Rs. 5,000/-	1/2% of the estimated value of work subject to a maximum of Ts. 10,000/- and minimum of Rs. 1,000/-

- (b) Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.
- (c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.
- (d) The enlisted (registered) Contractors of the Trustees, who have deposited fixed Security with the Trustees FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale:

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs. 10,000/-	Any tender priced up to Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-
C	Rs. 2,500/-	Any tender priced up to Rs.50,000/-

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.
- (ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.
- (f) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
For works up to Rs. 10,00,000/-	10% (Ten percent )	1% ( One percent )
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7½ % on the balance	1% on first Rs.10,0,000/- +1/2% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7½ % on next Rs.10,00,000/- + 5% on the balance	1% on first Rs.10,0,000/- +1/2% on next Rs.10,00,000/-+ 1/4% on the balance

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.
- (i) No interest shall be paid by the trustees to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Trustees, at any stage.
- (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub- Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the



maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.

(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

If stipulated in the contract as a Special Condition, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata / Haldia Branch, as the case may be, of any Nationalized Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the contract shall be liable to be terminated and the Earnest Money are liable to forfeiture; all at discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

Every Tenderer / bidder shall submit in respect of a tender value of more than Rs. 5 crores, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc., a document called **Integrity Pact Agreement** duly signed by their authorized representative. The proforma of the Integrity Pact Agreement shall as specified in the G.C.C. In case of tender value more than Rs. 5 crores, the Integrity Pact Agreement is an essential part and parcel of the bid document to be submitted by each tenderer, without which the tender shall not be considered.

#### **4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR**

##### **4.1.**

- (a) The contract documents shall be drawn-up in English language.
- (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
  - 1. The Indian Contract Act, 1872.
  - 2. The Major Port Trust, Act, 1963.
  - 3. The Workmen's Compensation Act, 1923.
  - 4. The Minimum Wages Act, 1948.
  - 5. The Contract Labour (Regulation & Abolition) Act, 1970.
  - 6. The Dock Workers' Act, 1948.
  - 7. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).

After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter

into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. if not torn or mutilated on being regularly used at site.

The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.

The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.

Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b)

proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative / agent of his at site.

The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.

From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees

against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.

The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.

The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:

- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
- (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
- (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work
- (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
- (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.

Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.

The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site the entire surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and

other materials from being thrown into the water by the Contractor's men or those of his agency.

- (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.

The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

## **5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK**

The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the

Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.

The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.

Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.

Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.

Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.

Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.

Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.

Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:

- (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor

shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.

- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materialsto the Engineer from time to time.

- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued tothe contactor shall be recovered from the Contractor'sbills and / any of his other dues. Progressively according to theconsumption thereof on the work and / or in the manner decided by theEngineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if infuture the contractor is required to procure and provide any such material onthe written order of the Engineer consequent on th Trustees' failure to

affect timely supply thereof.

- (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) last or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19.25% extra over the higher one of the following:
1. The issue rate of the materials at the Trustees' Stores, and
  2. The market price of the material on the date of issue as would be determined by the Engineer.

The Engineer or his Representative shall have the power to inspect any materialand work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him thecontractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is

Otherwise provide for in the contract, or

1. Necessary by reason of some default on the part of the Contractor, or
2. Necessary by reason of climatic conditions on the site, or
3. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instruction.

When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer be entitled to receive from him a certificate for completion of work in Form G.C.1 annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

## **6. TERMS OF PAYMENT:**

No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.



For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.

Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.

Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.

At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that:

- i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
- ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretion.
- iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.

- iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise.
- v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
- vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favoring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalized Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
- vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his Representative should over certify for payment or the Trustees should over-pay the Contractor on any account.

No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

## **7. VARIATION AND ITS VALUATION:**

The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.

The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any work included in the contract.
- c) Change the Character or quality or kind of any work included in the contract.
- d) Change the levels, lines, position and dimensions of any part of the work, and
- e) Execute extra and additional work of any kind necessary for completion of the works.

No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

- a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

## **8. DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE /TERMINATION OF CONTRACT**

Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damaged" Clause (No. 8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No. 8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.

- a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.
- b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage in Sub-Clause (a) of this clause, from any money due or likely to become due to the contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the contractor by the Engineer or his Representative.

Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.

- (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions , has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him .
- (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.

Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

In all such cases of Termination of work, the Trustees shall have the power to complete the Work through any other agency of the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the contractor, had he duly completed the whole of the work in accordance with the contract.

Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of talking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.

## **9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT**

On completion of execution of the work the contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.

The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in Form G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.

On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and  
(ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

## **10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION**

In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination , abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

If, however, the contractor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.

The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.

The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.

The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.

Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.

The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable

to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

Provided always as follows:

- (a) Nothing of the provisions in paragraphs 8.3 to 8.3.7 hereinabove would apply in the case of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs. 40,00,000/-.
- (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- (c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.
- (d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 8.5 (b) and 8.5 (c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.
- (e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.



**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

**FORM OF TENDER**

**CONTRACT NO.....**

To,

.....

I/We

.....

..... of

.....

.....

having examined the site of works, inspected the Drawings and read the Specifications, General and Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities with ..... month/week from the date of the order to commence the work and in the event of our Tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions thereto which may be necessary to give effect the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

**THE TOTAL AMOUNT OF TENDER Rs (Not To be filled up)**

(Repeat in words)      (Not to be filled up)

\*\*\*\*\*

—  
\*

\*\*\*\*\* .....

.....

\*I/We require ..... days/months preliminary time to arrange and procure the materials required by the work from date of acceptance of the Tender before I/We could commence the Work.

(\* This should be scored out in the case of labour contracts)

I/We have deposited with the Trustees' Financial Advisor & Chief Accounts Officer / Manager (Finance), Haldia Dock Complex vide Receipt No ..... of..... as Earnest Money.

I/We agree that period for which the Tender shall remain open for acceptance shall not be less than four months.

Witness:

Signature .....

.....

Name .....

(In Block Letters)

Signature of the Tenderer

(Seal of the Tenderer)

Name of the Tenderer

(In Block Letters)

Address .....

.....

.....

.....

Occupation .....

.....

Dated

Address

**THE BOARD OF TRUSTEES FOR THE PORT OF**  
**KOLKATA FORM OF AGREEMENT**

THIS AGREEMENT made this.....day of.....200.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and .....(hereinafter called “ the Contractor ”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz.

.....and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - (a) The said Tender / Offer & the acceptance of the Tender / Offer
  - (b) The General Conditions of Contract
  - (c) The Special Conditions of Contract
  - (d) The Conditions of Tender
  - (e) The Technical Specifications
  - (f) The Schedule of Rates
  - (g) The Terms of Payment
  - (h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned , the Contractor hereby covenant with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof of the parties hereto have caused their respective Common  
Seals to be hereunto affixed (or have hereunto set their respective hands and seals)  
the day and year first above written.

The ..... Seal  
of.....  
...  
.....  
.....

Was hereunto affixed in the presence of:

Name.....

Address .....  
.....  
.....  
.....

**Or**

**SIGNED, SEALED AND DELIVERED**

by ..... the ..... said  
.....  
.

*In the presence of:*

Name.....  
Address: .....  
.....  
....

*The Common Seal of the Trustees was hereunto affixed in the presence of:*

Name.....

Address: .....

## KOLKATA PORT TRUST

FORM G.C.1

Contractor .....

Address .....

.....

Date of Completion

.....

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work .....

.....

Estimate Number E.E.O .....dt

C.E.O.....dt -----.

Work Order Number .....

Allocation.....

Contract Number .....

Which was carried out by you is in the opinion of the undersigned completing in every respect on the ----- Day of-----20..... in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of ----- --. Days /weeks / months / years.

From the.....day of ..... 20 .....

To the .....day of ..... 20 .....

Signature ( ..... )

**(Engineer / Engineer's Representative)**

Name.....

Designation.....

Office Seal

c.c. to The Deputy Chief Engineer ( )  
 The Deputy Manager ( )  
 Financial Adviser & Chief Accounts Officer/  
 Manager (Finance), Haldia Dock Complex.

**KOLKATA PORT TRUST**

<b>FORM G.C.2</b>
-------------------

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

**CERTIFICATE OF FINAL COMPLETION**

This is to certify that the following works viz.

Name of Work .....

Estimate No. E.E.O. No. .... dt .....

C.E.O. No .....dt .....

Work Order No.....dt .....

Contract No. ....

Resoln. No & Meeting No.....

Allocation .....

Which was carried out by Shri / .....  
Messrs.....is now complete in  
every respect in accordance with the terms of the Contract and that all the obligations  
under Contract have been fulfilled by the Contractor.

Signature ( ..... )  
**(Engineer / Engineer's Representative)**

Name.....

Designation.....

Office Seal

**KOLKATA PORT TRUST****FORM G.C.3**

(‘No Claim’ Certificate From Contractor)

The Engineer  
Kolkata Port Trust  
Kolkata / Haldia

(Attn:..... )

(Address, the Trustees’ Official, mentioned in  
the work Order and under whom the Contract  
was executed)

Dear Sir,

I / We do hereby declare that I / We have received full and final payment from Kolkata Port Trust for the execution of the following work, viz.

Name of Work .....

Work Order No ..... dt .....

Contract No ..... dt.....

Agreement No .....dt.....

and I / We have no further claim against Kolkata Port Trust in respect of the above  
mentioned job.

Yours faithfully,

(Signature of Contractor)

Date .....

Name of Contractor .....

Address .....

.....

(Official Seal of the Contractor)

**Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata/Haldia Branch, as the case may be, of any nationalized Bank of India on Non-Judicial Stamp Paper worth Rs.50/- or as decided by the Engineer / Legal Adviser of the Trustees.**

To  
The Board of Trustees  
for the Port of Kolkata.

BANK GUARANTEE

NO.....DATE.....

Name of issuing Bank

.....

Name of Branch.....

.....

Address.....

..

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 ( Act 38 of 1963), having agreed to exempt Shri / Messrs .....

..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at .....

.....  
(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for

..... (write the name of the work as per Work Order) in terms of the Work order No .....

..... ated..... (hereinafter

referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs

..... (Rupees ..... )

we,.....Branch,

Kolkata...../ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs ..... (Rupees ..... )

.....)

We..... Branch,Kolkata

...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata .....

..... /Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a



week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....  
 .....(Name of Bank), .....  
 ..... Branch, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, .....  
 .....Branch,Kolkata ..... /Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We,.....Br  
 anch,Kolkata...../Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us, ..... Branch, Kolkata ..... / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court , can be valid ground for us, .....  
 ...Branch,Kolkata...../Haldia, to decline or fail or neglect to make payment to the Trustees in, the manner and within the time aforesaid.
3. We, ..... Branch, Kolkata ..... / Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of .....day of .....19.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to ..... Or any extension thereof made by us, .....Branch, Kolkata ...../ Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.
4. We, ..... Branch, Kolkata ..... / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We,.....Branch, Kolkata ...../Haldia, shall not be relieved from our liability by reason of

any such variation or extension being granted to the contractor or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,..... Branch, Kolkata...../Haldia.

5. We ..... Branch, Kolkata ...../Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....  
NAME.....  
DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....  
BRANCH.....  
Kolkata..... / HALDIA.

(OFFICIAL SEAL OF THE BANK)

## **INTEGRITY PACT**

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Contractor”

### **Preamble**

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **“Guidelines on Indian Agents of Foreign Suppliers”** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on ‘Indian Agents of Foreign Suppliers’ is annexed and marked as Annex-“A”.
  - d. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex “B”.

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.

- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Sub contractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 - Pact Duration:**

This pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of KoPT.

#### **Section 9 - Other Provisions:**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

(For & on behalf of the Principal) (For & on behalf of Bidder/Contractor)  
(Office Seal) (Office Seal)

Place.....

Date.....

Witness 1:  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Witness 2:  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_